

**Amateur Sports Alliance of North America (ASANA)**  
**Bylaws**  
**Updated Winter 2024**

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## **Article 1: NAME**

### **1.1 Name**

- A. The name of this Corporation is "Amateur Sports Alliance of North America," hereinafter referred to as the "Corporation" or "ASANA"

## **Article 2: PURPOSE/OBJECTIVE/MISSION STATEMENT**

### **2.1 General Purpose**

- A. The general purpose for which this Corporation is organized is to engage in any lawful act or activity for which a corporation may be organized under the Nonprofit Public Benefit Corporation Law of Arizona, provided, however, this Corporation shall not engage in acts or activities not in furtherance of the specific purposes set forth in this Article, and provided further, nothing in this Article shall be construed to authorize this Corporation to carry on any activity for the profit of its officers, directors or other persons or to distribute any gains, profits or dividends to any of its officers, directors or other persons as such.

### **2.2 Specific Purpose**

- A. The specific purpose of this Corporation is to be a permanently organized, not-for-profit international organization dedicated to the promotion of amateur athletics for all persons regardless of gender, age, race, creed, religion, national origin, or sexual orientation. However, a special emphasis shall be placed on the participation of Women's+ members of the LGBTQIA community. The Corporation will provide instruction and competition for its members to achieve these purposes.

## **Article 3: NONPARTISAN ACTIVITIES**

### **3.1 Activities**

- A. This Corporation has been formed under the Arizona Nonprofit Public Benefit Corporation Law for public purposes described above, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation. The Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

### **3.2 Restrictions**

- A. The Corporation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described above in Bylaw Article 2.

## **Article 4: DEDICATION OF ASSETS**

### **4.1 General**

- A. The property of this Corporation is irrevocably dedicated to charitable or educational purposes, or any other purposes permitted under Section 501 of the Internal Revenue Code.
- B. No part of the net income or assets of this Corporation shall ever inure to the benefit of any Director or officer thereof or to the benefit of any private person.
- C. However, this provision shall not prevent payments to any such person of reasonable compensation for services performed for the Corporation in effecting any of its public purposes, as long as such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors.
- D. No such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the Corporation.

### **4.2 Dissolution**

- A. The Corporation may be dissolved by a two-thirds vote of the active member Council.
- B. The assets of the Corporation will be distributed in proportional amounts to a 501 (c) 3 organization as designated by a two-thirds vote of the active member Council.

## **Article 5: MEMBERSHIP**

### **5.1 Classes of Membership**

- A. There is one class of membership within ASANA: Association Membership.

### **5.2 Application for Membership**

- A. The application for membership in ASANA must be completed in writing and submitted to the Executive Director prior to the opening of the annual winter meeting of the ASANA Council.
  - 1. If the ASANA Board receives an inquiry or application from a potential member organization that is based out of the same metropolitan area as an existing ASANA member association, the ASANA Board must immediately notify the existing member association. (W23)

### 5.3 Association Membership

- A. Upon proper application, payment of dues, and qualification, membership in ASANA will be granted to any association that receives an affirmative vote by two-thirds of the current members.

### 5.4 Association Dues

- A. Each member association shall pay annual dues in a like amount as shall be set forth by the Council at the winter meeting. Fees are payable at the start of the annual winter meeting. (W09) Failure to meet this requirement will result in penalties as outlined in Bylaw 10.6A. (S05)

### 5.5 Responsibilities of All Member Associations

- A. Register at least 30 eligible playing participants per season. (W19)
- B. Submit a complete playing schedule, including playoffs, within seven days of a request by the ASANA Board of Directors. (S19) Have a defined governing structure and related documentation.
- C. Have a Delegate attend all Council meetings to represent the member city, participate and vote. Delegates may not be actively serving on the ASANA Board of Directors. (W23)
- D. Pay dues and fines before meetings to be eligible to vote and as defined in this document. (W09)
- E. Supply information to ASANA as required in this document.
- F. Communicate ASANA activities, requirements and needs to their organization.
- G. Retain two trailing years of scores and schedules on file at all times. The ASANA Board of Directors may request a copy of scores and schedules at any time during the retention period if deemed necessary. (W17)(W19)
- H. Membership in the Corporation does not grant any individual or association the right or authority to enter into an agreement with any party on behalf of the Corporation. (W93)

### 5.6 Revocation of Membership

- A. An association's Membership in ASANA may be revoked for the following causes:
  1. Failure to register at least 30 eligible playing participants in any given year, by submitting completed player classifications as defined in Code 3.06. (S97)(W05)(W12)(W19)
  2. Failure to pay dues, fees or fines to ASANA as prescribed in Bylaw Article 5.4 and Bylaw Article 10. (S91)(W09)
  3. Failure to submit a complete playing schedule within 30 days of the due date,

- including the playoffs, if any.
4. Failure to implement a governing structure and related documentation by the first year following acceptance into ASANA. (W06)
  5. Failure to conform to the spirit of the Amateur Sports Alliance of North America, in the opinion of the Council.
  6. Failure to attend two consecutive meetings of Council. (W03)
- B. All outstanding dues, fees or fines must be paid in full prior to consideration of reinstatement from the Council. (W06)
- C. Any reinstatement appeal must be reviewed by the Board and the Field and Team Operations violations committee prior to Council review. (W06)

## **Article 6: COUNCIL**

### **6.1 Composition of the Council**

- A. The Council shall be composed of one voting representative from each association, which is a member of ASANA, and the members of the ASANA Board of Directors.

### **6.2 Credentials**

- A. The voting representative from each association shall furnish proof from their association to the satisfaction of the Executive Director, certifying that they are an officer or director of their association.
- B. Or has been a member of that association continuously from the previous season (as defined by the association's playing schedule on file with the Executive Director).
- C. And that they were selected to act as their association's representative to Council.
- D. Failure to provide satisfactory proof to the Executive Director shall cause that association to lose its vote during the proceedings of the meetings until such proof is provided. (W91)(W03)

### **6.3 Duties of Council**

The Council shall be the legislative body.

The duties of the Council at all regularly scheduled meetings shall include:

- A. Consider all proposed changes in the instruments of governance. (S91)(W03)
- B. Select qualifying tournament host cities as appropriate. (W03). Consider other business which may be brought before Council.
- C. Communicate all Council activities, requirements and needs to their respective organizations at the conclusion of the session.
- D. The additional duties of the Council at the annual winter meeting shall also include:
  1. Assessment of the annual dues for member associations.



2. Approval of the Annual budget
  3. Consider applications from potential new member associations.
  4. Nominations and elections of all Directors whose terms shall expire at that meeting. (S07)
- E. The additional duties of Council at the annual summer meeting shall also include:
1. Nominations and elections of all Directors whose terms shall expire at that meeting. (S07)
  2. Consider applications from potential new member associations.
- F. The duties of Council at any Special meeting shall be limited to the consideration of the business that was the cause for the call of the Special meeting. (W03)

## 6.4 Voting

- A. Each Council member shall be entitled to one vote on all matters brought before Council at any meeting, with the exception of the Executive Director. (S91) If a Council member also serves on the Board of Directors they will only receive one vote as a representative of the Board of Directors. (W16)
- B. Proxy: A Council member may designate a proxy to vote in their place only if that person is a member of their city: (1) a voting delegate from any ASANA member city or (2) an invited guest from the same member city. All parties involved must have been in attendance for fifty percent of that meeting. This Proxy assignment will expire at the end of that current meeting. The use of a Proxy will be limited to once every two calendar years by a member city. Use of a Proxy does not exempt a member city from any and all fines attached to attendance requirements. Any person acting as a Proxy vote may not have a total of more than two votes. (W16) The Proxy must be in writing and submitted to the Communications Director. (W05)(W09)
- C. Any Council member present shall be able to make a motion for the Council to consider. (W14)
- D. Any invited guest present who is also not a Council member shall be able to contribute to discussions brought before the Council; however, this same invited guest cannot make a motion for the Council to consider. (W14)
- E. In the case of a tie vote, the Executive Director shall be entitled to cast a tie-breaking vote.

## Article 7: DIRECTORS

### 7.1 Officers

- A. The corporation shall have officers, which shall include: an Executive Director, who will serve as both the Chair of the Board of Directors and as the Chief Executive

Officer, World Series Event Director, Communications Director, Tournament Director, Competition Director, and a Finance Director, who shall serve as the Chief Financial Officer. These positions shall comprise the Board of Directors.

(W01)(W06)(S06)(W09)(S15)(W19)(W23)

## 7.2 Board of Directors

- A. Each corporate officer elected in accordance with the procedures set forth in these bylaws shall also serve as a Director, until such time as they are removed, resigned or the term of office expires.
- B. Any officer who leaves office for any reason (including voluntarily) shall simultaneously be removed from the Board of Directors.
- C. ASANA shall have no fewer than four and no more than 10 Directors, collectively known as the Board of Directors.
- D. The number of Directors may be changed by amendment of this provision, or by repeal of this provision and the adoption of a new provision as provided in these bylaws. The exact number of Directors shall be fixed, within the limits specified by this Article, by resolution of the Board.
- E. The Board of Directors is hereby empowered to make decisions and act upon them in the best interest of ASANA and report at each meeting to the Council any such activity.
- F. Each corporate Officer, during their time in office, is responsible for ensuring that all corporate documentation created during the course of their duties is sent to the Communications Director for archival purposes. Documents include, but are not limited to: contracts, agreements, reports, and meeting minutes. (S08)
- G. The Board of Directors per diem will be as outlined under the travel guidelines from the U.S. General Services Administration, [www.GSA.gov](http://www.GSA.gov). (W24)
- H. Membership duties will be handled by the Board of Directors. (W23)
  1. Engage members to enroll new teams within existing cities. (W23)
  2. Assist ASANA with finding new member associations. (W23)
  3. Assist associations looking to form and join ASANA. (W19)(W23)
  4. Reach out to other organizations, leagues, and associations to seek their membership and participation in ASANA. (S91)(W23)
  5. Research and suggest implementations of solutions to remove barriers to participation and membership. (W08)(W23)
  6. Update, and keep current, the Membership application and membership packet. (S08)(W23)

## 7.3 Powers of the Board of Directors

- A. General Corporate Powers: Subject to the provisions of the Arizona Nonprofit

Corporation Law, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board may delegate the management of the activities of the Corporation to any person or persons, Management Company or committee however composed, provided that the activities and affairs of the Corporation will be managed, and all corporate powers shall be exercised under the ultimate direction of the Board.

- B. Specific Powers: Without prejudice to these general powers, and subject to the prior approval of the Council, the Board shall have the power to:
1. Change principal Executive office or business office.
  2. Execute items charged to the Board of Directors by the Council.
  3. Any contract or other instrument in writing executed or entered into between a corporation and any other person is not invalidated as to the corporation by any lack of authority of the signing officers in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the contract or other instrument if it is signed by two individuals who are either: (S08)
  4. Both the presiding officer of the board of directors and the president.
  5. Either the presiding officer of the board of directors or the president, and one of the following:
    - i. A Vice-President, Secretary, Treasurer, Executive Director.

#### **7.4 Election of Board of Directors**

- A. Election Committee: An Election Committee will be appointed 90 days prior to each Council Meeting. (W24) Its members shall be chosen from the ASANA Council and must not be running for office or have any conflicts of interest. The Executive Director will appoint two delegates and the IOG Committee Chair will appoint one IOG representative, who will serve as the chair of the Election Committee. In years when the Executive Director position is up for election, the World Series Event Director will appoint two delegates for the Election Committee. If both the Executive Director and World Series Event Director are running for positions up for election, the responsibility to appoint two delegates to the Election Committee will be passed to the Board of Directors, where the Board Members not running for a position will select two delegates by a majority vote. (W23) The duties of the Election Committee are as follows:
1. Notify the ASANA Council of the upcoming election and deadline for candidates' intent to run to be submitted.
  2. Accept candidates' intent to run submissions and notify them of receipt.
  3. Review and confirm each candidate's qualifications, recommendation letter and

references.

4. Approve or deny each candidates nomination based on the requirements set forth in these bylaws and communicate that decision to each candidate.
5. Report the confirmed candidates to the Council no less than 15 days prior to the Council Meeting. Each candidate's letter of recommendation from a member association board or another valuable reference must be shared to the Council at that time. For all new candidates, their resume must also be shared with the Council at that time. (W23)
6. Run the election, tally the ballots, and report the final winner.

#### B. Candidate Rules & Responsibilities:

1. Each person nominated for a director position must be a member of an association, which is a current member of ASANA. ASANA Hall of Fame inductees are permanent ASANA members and can run for Directorships. (W09)
2. Each candidate must submit their intent to run to the Election Committee no less than 30 days prior to the Council Meeting at which the Election is being held. (W22)
3. The intent to run must include a letter of recommendation from a member association board or another valuable reference, three references names, email addresses and phone numbers, and a resume outlining their experience per the required qualifications. (W22) An incumbent candidate, having previously met the qualifications to run for this office, does not need to provide three references, unless running for a position that they do not currently hold. (W23)
4. Candidates are allowed to campaign. (W14)

#### C. Voting Process:

1. Every candidate must present a summary of their qualifications and their two-year plan at the Council Meeting in which the election is being held. (W22)
2. Candidates running for Executive Director must present a three-year plan at the Summer Meeting once their nomination is accepted. (W17)
3. The Council will be allowed to ask each candidate questions. (W22)
4. Each Council member (including the Board of Directors) will cast one vote per position using a secret ballot. (W06)(S06)
5. Non-incumbent candidates who do not hold a voting role as a Council member may cast one vote for only the position they are running using a secret ballot. (W24)
6. ASANA Hall of Fame inductees have no voting privileges unless they are also an ASANA Board Director or a Council member. (W09)(S15)
7. A candidate must win by a majority vote.
8. The Election Committee will run the election, tally the ballots, and announce the winner. (W22)

9. If a board position is sought by only one candidate, the candidate may be declared elected by acclamation unless the Council requests a confidence vote. (W12)

### **7.5 Terms of Office**

- A. All terms of office shall be for two years. (S07)
- B. The Finance Director position will be voted on in the even numbered years at the winter meetings, transition will take place within 45 days after the election. (W21)
- C. A transition meeting shall take place among all outgoing and incoming Board of Directors during the transition period, which will last no more than 45 days after the election. At this meeting, all ASANA records and other related ASANA property shall be turned over to the incoming Directors, including authority and access to ASANA bank accounts. (W22)
- D. The Executive Director and Tournament Director shall be elected in the summer meetings in even numbered years. The World Series Event Director, Communications Director, and Competition Director shall be elected in the summer meetings in odd numbered years.
- E. A transition meeting shall take place among all outgoing and incoming Board of Directors during the transition period, which will last no more than six weeks after the election. At this meeting, all ASANA records and other related ASANA property shall be turned over to the incoming Directors, including authority and access to ASANA bank accounts. (W22)
- F. Each Director shall serve until their successor has qualified and been elected unless such Director shall sooner resign or be removed from office.

### **7.6 Removal from Office**

- A. Director may be removed from office by a two-thirds vote of Council. Such removal shall take place only if a Director fails to perform or violated the duties required by the office.

### **7.7 Filling Vacancy of Office**

- A. In the event that a Director resigns or is removed from office prior to the end of their term, the vacancy shall be filled by an appointment made by majority vote of the other Directors serving at that time until the next Council meeting when the position will be filled by the Council.
- B. In the event of the Executive Director's resignation or removal, the remainder of the Executive Director's term will be served out by the World Series Event Director, and an Acting World Series Event Director shall be appointed. (W86)

## 7.8 Duties and Qualifications of the Executive Director

- A. Preside over all meetings/conference calls of the Board of Directors and of the Council. (S07)
- B. Direct and enforce the policies of ASANA throughout the membership. (S07)
- C. Perform duties as may be necessary for the proper and efficient conduct of ASANA. (S07)
- D. Oversight of the long term planning of ASANA's activities and organizational initiatives. (S07)
- E. Provide direction for Council and all committees. (S07)
- F. Provide and respond to membership and Board communications on a timely and regular basis. (S07)
- G. Optional visit to all cities bidding/existing cities for the ASANA Series to examine facilities: five to 10 days per year. (S07)(W17)
- H. Responsible for overall planning of ASANA board, winter, and summer meetings. (S07)
- I. Responsible for review, final approval, and execution of the host city contract. (W23)
- J. Prepare a proposed agenda for all Council meetings and distribute them to the Board at least 20 days prior to the meeting. (W23)
- K. Provide guidelines for determining sponsorship opportunities for national, World Series and local associations. (S09)
- L. Responsible for solicitation, coordination, and negotiation of ASANA sponsorship contracts. (S09)
- M. Review draft field contracts, provide feedback, and then provide final approval and sign the final contract. (W23)
- N. Review and approve all contracts ASANA enters into. (W23)
- O. Work with the Business Development Committee and the Communications Director on marketing, media relations, communications and advertising plan for ASANA and the World Series. (S09)(W17)
- P. Responsible for procuring and executing the Host Hotel contracts in working with the Host City and outside contractors, if applicable. (S08)(W23) Send the draft hotel contracts to the World Series Event Director for review prior to signing to assure Council Meeting facilities, set-up and all audio / visual equipment requirements are met. (W23)
- Q. Act on behalf of ASANA in any matter or emergency that is not covered in the Bylaws or Code of ASANA.
- R. Appoint an individual to act as Parliamentarian at each meeting.
- S. Responsible for appointing the ASANA Historian Chair at the Winter meetings for that World Series calendar year. (W17) The Historian's duties shall include (but not limited to): (W17)(W23)

1. Photo/video documentation of ASANA Series play. (W23)
  2. Photo/video documentation of ASANA activities and events during World Series week. (W23)
  3. Any photo/video documentation collected by the Historian is property of ASANA. ASANA will maintain the collection. (W17)(W23)
- T. Seek, assess, and qualify possible new member cities / league teams (W23)
- U. Main point of contact for any organizations seeking information on joining ASANA working in conjunction with the Communications Director and World Series Event Director. (W17)(W19)(W23)
- V. Work with the Finance Director for the planning/creation of the annual budget. (W17)
- W. Work with Tournament Director and Finance Director to coordinate, negotiate, and finalize umpire contracts prior to ASANA Softball World Series play. (S08)(S09)(W16)(W17)
- X. Sign checks on behalf of ASANA in consultation with the Finance Director. (S96)
- Y. Act as the tie-breaking vote on issues before Council. (S02)
- Z. Provides direction on the work of the following committees: (W17)
1. Business Development
  2. Fundraising (W23)

**Qualifications of Nominated Candidate:** (W12)

Candidate must meet at least six of the eight following criteria to be nominated for office: (W17)

1. Hold an ASANA Board position for a minimum of two years through ASANA Series.
2. Held position of Host City Director for an ASANA Softball World Series.
3. College degree (MBA, MS, BS, BA, or Associates) or Certificate in Management, Marketing or Finance or related business education.
4. Professional occupation or experience in Business Management, Corporate Leadership, Sales & Marketing, Finance, or related business fields (i.e., Law, Real Estate, Human Resources) in a managerial role within the last three years.
5. Contract management experience.
6. Served at least one term as an executive board member of a member association. (W17)
7. Held a management position in a non-profit organization within the last three years.
8. Held a leadership position in an ASANA standing committee for two years or been on two committees for two years and made significant contributions. (W17)(W23)

## 7.9 Duties and Qualifications of the World Series Event Director

- A. Serve as Acting Executive Director in the event of the Executive Director's inability to act. The individual in office shall serve as the Executive Director if the Executive Director resigns or is removed from office.
- B. Responsible for obtaining RFP's and executing contracts with vendors for items such as but not limited to concessions, merchandise, and facilities. (S08)(S09)(W23).
- C. Oversee the operation and execution of the ASANA Softball World Series and work with Tournament Director and the Competition Director to ensure a successful event. (S07)(S09)(W10)
- D. Works in conjunction with the Host City Committee Chair to ensure adequate planning meetings and milestones are met according to the Host City contract. (W17)
- E. Acts as World Series Committee Chair during ASANA hosted Series. (W17)
- F. Set and manage a master schedule for the ASANA Softball World Series event and all activities associated with said event. (S07)
- G. Works in conjunction with the Finance Director to ensure that ASANA Softball World Series expenses are within budgeted limits. (W98)(W17)
- H. Support Executive Director in seeking, assessing, and qualifying possible new member cities / league teams. (W23)(S07)(S08)(W10)
- I. Responsible for ordering all ASANA Series awards after the ASANA Board approve of the selection. (W22)
- J. Responsible for procuring insurance for any ASANA hosted events held during the ASANA Softball World Series. (W22)
- K. Post-World Series report on the overall status of the past event for learning and planning purposes. (S07)
- L. Sign checks on behalf of ASANA in consultation with the Finance Director. (W97)
- M. Oversees and ensures work is being done by all committees and is responsible for putting all committee meetings on the master calendar. (W17)
- N. Vote on issues before Council. (S02)
- O. Oversee Board and Council Meeting facilities, set-up, including all audio / visual equipment. (W23)
- P. Oversee the contracting and scheduling of the facilities for the ASANA Softball World Series working with the host city to make sure all field needs and issues are met. Collect field requirements from Tournament Director and Treasurer. Share draft contract with the Tournament Director, Treasurer and Executive Director. Send the final contract to the Executive Director for final approval and signature. (W23)
- Q. Responsible for reviewing and providing feedback on any Host Hotel contracts in working with the Host City and outside contractors, if applicable. (W23)
- R. Responsible for creation, editing, and execution of host city contract.
- S. Responsible for facilitating quotes for all additional ASANA Softball World Series



- support items in conjunction with the Host City Committee (water, ice and containers, golf carts, first aid supplies, mobile communications, storage, rest rooms, etc.)(W23)
- T. Work with the Tournament Director to identify needs of fields, ongoing communication with appropriate personnel to include but not limited to: contract and field maintenance, balls, tents, tables, chairs, restroom facilities, umpire space, scheduling and protest space, and ASANA officer space. Managing all logistical responsibilities related to the event to create a field ambiance. (W23)
- U. Coordinate with both ASANA and Host City, regarding ASANA Softball World Series logistics, such as water, security, first aid, clean up, umpire needs, vendor manager, banner placement, registration needs, scheduling and staffing field volunteers, Umpire in Charge (UIC) secondary point of contact, and award management on site. Work with Host city liaison field marshals to ensure adequate volunteers, storage of supplies, and tactical issues on an ongoing basis prior to and during the Series. (W23)

Qualifications of Nominated Candidate: (W17)

Candidate must meet at least six of the eight following criteria to be nominated for office: (W17)

1. Hold an ASANA Board position for a minimum of two years through an ASANA Softball World Series. (W17)
2. Held a leadership position on a Host City Committee for an ASANA Softball World Series. (W17)
3. College degree (MBA, MS, BS, BA, or Associates) or Certificate in Management, Marketing or Finance or related business education. (W17)
4. Professional occupation or experience in Business Management, Corporate Leadership, Sales & Marketing, Finance, or related business fields (i.e., Law, Real Estate, Human Resources) in the last three years. (W17)
5. Contract management experience and task and scheduling management. (W17)
6. Held a leadership position in a member association. (W17)
7. Held a leadership position in a non-profit organization. (W17)
8. Held a leadership position in an ASANA standing committee for two years or been on two committees for two years and made significant contributions. (W17)(W23)

### **7.10 Duties and Qualifications of the Communications Director**

- A. Maintain, distribute, and archive all minutes for all Executive Council meetings and Conference Calls. Minutes will be distributed to the Board within seven days for calls and 14 days for meetings. Minutes will also be posted to the website for board calls within seven days and board meetings within 14 days. (S08)(W10)
- B. Record, maintain and archive minutes of all ASANA meetings of the Board of

- Directors and of the Council and be responsible for recording, duplicating, and distributing said minutes as defined by Bylaw Article 7.10D. (W07)
- C. Maintain an electronic copy of the Constitution, Bylaws, Code, and related Procedures of ASANA and an electronic copy of the amendments to each. Prepare and deliver to Council revised pages of each of the Instruments of Governance, which reflect any amendments passed during such Council Meeting. (S08)
- D. Responsible for facilitation of following documentation approval procedure:
1. The Communications Director has 45 days post Council meeting to draft the meeting minutes, compile all motions and committee reports and issue them to the Board of Directors and all Committee Chairs for review and approval. The Board of Directors and all Committee Chairs have 10 days to complete a review and issue an approval or proposed corrections back to the Communications Director. (W07)
  2. Once the Board of Directors and Committee Chairs have completed this review the Communications Director has seven days to make all approved changes to the meeting documentation. (S08)
  3. Once all approved document changes have been made, the Communications Director is responsible for issuing the draft documents, containing all approved changes, back to the Board of Directors and the IOG committee for final review and approval. The Board of Directors and IOG Committee have 15 days to approve all changes. (W07)
  4. Once the Board of Directors and IOG Committee approve all changes the Communications Director has seven days to issue all final meeting documents to Council. (W07)
  5. The Communications Director will then update the IOG documents with the IOG committee's assistance if needed and will issue these documents to the Board of Directors within 45 days. The Board of Directors has seven days to make any corrections. Any corrections will be done by the Communications Director and then sent to IOG. IOG has seven days to review. IOG documents will then be sent to the Board for final approval and after seven days will be distributed to Council. (S08)
- E. Responsible for website creation, overall maintenance, and domain acquisitions on behalf of ASANA. Ensure that the host city is provided with necessary information and communications for their website and social media needs. (W22)
- F. Maintain website corporate document area. (S08)
- G. Responsible for oversight of all social media posts posted to ASANA owned accounts by Committees, such as but not limited to, the Host City Committee, Fundraising and Diversity, Equity, and Inclusion. (W17)(W23)
- H. Responsible for revising the due date list along with Board input after the Council

- meetings and distributing the due date list to Council. (S08)
- I. Responsible for distributing to Council all ASANA communication to include but not limited to Corporate and informational documents; memo's; RFP's; Surveys; etc. (S08)
  - J. Maintain historical files of all corporate documents to include but not limited to signed and unsigned Corporate documents; RFP's; Host City Contracts; Sponsor Agreements; Hotels, Cars, Airlines Agreements; Field and ASANA Series Related Agreements such as Concessions, Merchandising, Photography; Roster files and log in information; applicable Board and representative memo's; Financials; Tax Returns, Insurance; ASANA Series results, etc. (S08)
  - K. Maintain a current list of all member associations, their representatives, and email and mailing addresses.
  - L. Additional point of contact for any organizations seeking information on joining ASANA supporting the Executive Director. (S08)(W19)(W23)
  - M. Publishes a list of all tournaments sponsored by ASANA member associations, based on information provided by such member associations at the Winter meeting. (W96)(W10)(W17)
  - N. Works in conjunction with the Finance Director to ensure expenses are within budgeted limits. (W17)
  - O. Distribute electronically one set of playing rosters to the host city, at least 10 days prior to the ASANA Series event, if applicable for host city registration use. (S01)(S07)
  - P. Vote on issues before Council. (S02)
  - Q. Facilitate Council Member onboarding for new member cities and new delegates joining from existing cities. (W23)
  - R. Set up Council Meeting Attendee registration and share with all delegates, host city committee members and ASANA Committee members. Send all attendee registration information to the Board prior to the start of the Council Meetings. (W23)
  - S. Send out Council Meeting information to delegates, including host hotel reservation link, Attendee Registration link, Meeting Agenda, and information on delegate events. Communicate out to delegates how to pay their membership dues. (W23)
  - T. Run Roll Call at all Council Meetings and keep a record of the names of attendees for the Minutes. (W23)
  - U. Assure timely communications are sent out to players and managers leading up to and during the World Series. Send out urgent communications at the World Series. (W23)
  - V. Point of contact for general questions from managers and players regarding the World Series. (W23)
  - W. Responsible for obtaining RFPs and executing contracts with media partners and vendors. (W23)
  - X. Collect annual sponsor partner information from Executive Director, including names,

logos, websites, etc., and provide to media partners, host city committee, as well as posting to website and social media. (W23)

Y. Point of contact for any press inquiries. (W23)

Z. Post World Series winners to the ASANA website and social media accounts within one week following the World Series. Include any special award winners, such as the Team Spirit, Sue Marohn Spirit of ASANA Award, Skills Challenge, Scavenger Hunt, etc. (W23)

AA. Provides direction on the work of the following committees:

1. Instruments of Governance
2. Membership (S08)

Qualifications of Nominated Candidate: (W17)

Candidate must meet four of the six following criteria to be nominated for this office:

1. Minimum of four years of experience in maintaining or creating, distributing, and archiving all minutes, reports, organizational and other documents for their member association board or for their workplace and/or for a non-profit organization. (W17)
2. Held a leadership position in an ASANA standing committee for two years or been on two committees for two years and made significant contributions. (W17)(W23)
3. College degree (MBA, MS, BS, BA, or Associates) or equivalent related professional experience of at least four years in administrative matters. (W17)
4. Must be able to type at a reasonable speed and participate and listen in on meetings and calls. (W17)
5. Must have experience in meeting protocols, creating motions, and comprehending ASANA organizational documents. (W17)
6. Must have a flexible schedule to be able to be on Board and committee conference calls and attend meetings. (W17)

### **7.11 Duties and Qualifications of the Finance Director**

- A. Responsible for all tasks associated with all funds of ASANA. (S07)
- B. Receive, reconcile, and report all money due and payable to ASANA and provide receipts to payees for said moneys within 30 days of receipt. (W96)(W23)
- C. Deposit all ASANA monies, within seven days of receipt, in a bank or banks, as the Finance Director shall select with the advice and consent of the Board of Directors. (S87)(W96)(S10)
- D. Maintain, prepare, and publish financial statements and reports for both the winter and summer meetings. (S07)
- E. Develop with the Finance Committee and present to Council at each annual winter meeting a projected annual budget.

- F. It must include categories outlined in Bylaw Article 10.1, with projected income based on reasonable fees to be assessed each member association. (W91)
- G. Inform the Board of any member associate fines. (W23)
- H. Notify cities officially by email or certified mail of all fines that have been imposed. Track, reconcile and inform the Board of payment of all fines. (W23)
- I. Acts as co-signature on the UIC contract. (W17)
- J. Make payment to all umpires and UIC. (W17)
- K. Maintain appropriate financial accounting software to facilitate accountability. (W08)
- L. Provide year to date financial statements (income statement and balance sheet; budget to actual) with a detailed general ledger to delegates quarterly in addition to two weeks prior to the Council meetings. (W08)(S10) These reports will be sent to the Board and finance committee monthly. (W12) Provide bank statements and credit card statements to the Executive board and finance committee on a monthly basis either by email or by online access. (W14)
- M. Timely file and oversight/preparation of all required federal and state returns, documents, and forms. (W08)
- N. Responsible for the ASANA credit card property form. (W17)
- O. Responsible for the ASANA property acceptance form. (W17)
- P. Sign checks on behalf of ASANA. (S96)
- Q. Works in conjunction with all executive board members to ensure that expenses are within budgeted limits. (W17)
- R. Procure insurance for the ASANA Board of Directors annually. (W22)
- S. Vote on issues before Council. (S02)
- T. Provides direction on the work of the following committee:
  1. Finance Committee

#### Qualifications of Nominated Candidate:

Candidate must meet five of seven of the following criteria to be nominated for office: (W21)

1. Minimum of four years' experience in maintaining, recording, handling, and documentation of all monetary transactions for a member association board, nonprofit organization, or workplace. (W21)
2. Held a leadership position in an ASANA standing committee for two years or has been on two committees for two years and made significant contributions. One of these committees must be the finance committee. (W21)
3. College degree (MBA, MS, BS, BA, or associate), certifications which include accounting classes or equivalent related professional experience for at least four years in the accounting and finance area or successfully passed a course in financial software. (W21)

4. Must have experience in spreadsheets, financial software, preparing financial reports, preparing budgets analysis from year to year, cash flows, balance sheets, and financial statements. (W21)
5. Must have an understanding of tax reporting for nonprofits, have a working knowledge of W-9 and 1099 tax forms as well as have experience in handling credit card, debit card, and other financial online transactions. (W21)
6. Must have experience in collecting monies, documenting monies collected, and depositing monies in a timely manner for their local board, non-profit organization, or workplace. (W21)
7. Must have experience in receiving invoices, paying invoices, and documenting those transactions for their local board, non-profit organization, or workplace. (W21)

### **7.12 Duties and Qualifications of the Tournament Director**

- A. Serve as the Tournament Director of the ASANA Softball World Series and responsible for the overall operation and execution of the tournament.
- B. Manage scheduling and bracketing of ASANA Softball World Series play. (W08)(W10)
- C. Provide requirements for World Series fields to the World Series Event Director. Review field contracts to assure all requirements are met. (W23)
- D. Maintain communications with Competition Director and Host City liaison field marshals to ensure adequate volunteers, storage of supplies (including softballs) and all tactical issues on an ongoing basis, prior to and during the Series. (S09)
- E. Appoint an Umpire in Charge (UIC) at the Winter meeting. Work with the Executive Director and Finance Director on Umpire contracts. Point of contact for Umpire in Charge and ensuring umpires are adequately scheduled. (S09)(W16)
- F. Scheduling and running the managers meeting.
- G. Attendance at the ASANA Softball World Series Umpire Meeting.
- H. Responsible for publishing the ASANA Softball Playing Rules no less than 30 days prior to the World Series. (W22)
- I. Host discussions prior to Winter meetings with the UIC or qualified USA Softball umpire to address any USA Softball rule changes for the year. (W16)
- J. Notifies Council of revisions to the ASANA Softball World Series rules that will be presented at the Winter meetings under Code 4.12B (SP23)
- K. Responsible for the procedures on scorecards, scores, bracket postings and distribution of umpire cards and score team cards. (S09)
- L. Responsible for all final ASANA Softball World Series brackets and standings and providing a final copy to the Communications Director for placement in the corporate records. (S08)(W10)
- M. Inform the Board of any cities or teams not meeting notification deadlines; teams

- withdrawing; team forfeits; additional berths allowed; managers not attending meetings and any related areas as set within the established ASANA deadlines along with the associated fines. (W09)
- N. Responsible for ensuring each ASANA Softball World Series team has a USA Softball sanctioned team card and procuring insurance for Tournament play. (W22)
  - O. Sign checks on behalf of ASANA in consultation with the Finance Director. (W10)
  - P. Works in conjunction with the Finance Director to ensure that expenses are within budgeted limits. (W17)
  - Q. Vote on issues before Council. (S07)
  - R. In conjunction with the Competition Director, responsible for the creation, modification, and revision of the ASANA Softball World Series protest process. (W23)
  - S. Identify technology solutions for World Series bracketing and scheduling. (W23)
  - T. Set up World Series team registration. (W23)
  - U. Working with the Competition Director, establish an ASANA Softball World Series team and player registration process before the World Series begins and organize and coordinate such during the World Series. (W23)
  - V. Create all World Series registration deadlines. (W23)

#### Qualifications of Nominated Candidates: (W12)

Candidate must meet three of five of the following criteria to be nominated for office: (W17)

1. Minimum of four years of experience in managing, scheduling, seeding, bracketing, and posting a USA Softball or comparable sanctioned softball tournament for their local softball league and/or other softball related entities. The tournament must be multi day (at least two days) with over 20 teams, which includes pool play and varying tournament bracketing. (W17)
2. Held a leadership position in an ASANA standing committee for at least two years or been on two committees for two years and made significant contributions. (W17)(W23)
3. College degree (MBA, MS, BS, BA, or Associates) or equivalent related professional experience of at least four years in administrative matters. (W17)
4. Contract and negotiation experience of at least four years in obtaining fields, umpires and related items needed for a tournament. (W17)
5. Experience in USA softball rules or comparable based on ASANA's needs. (W17)

### **7.13 Duties and Qualifications of the Competition Director**

- A. Work with qualifying tournament committees to assist in the review and verification of submitted tournament rosters. (S07)
- B. Oversee the teams and players participating at the World Series, working with the

- World Series Event Director and the Tournament Director to ensure a successful event.
- C. Work with leagues to facilitate proper division placement and classification of teams prior to entry into World Series competition. (W22)
  - D. Oversee observance of all team's level of play. Create a schedule to assign a Competition Committee Member to oversee games and report back with any potential issues. When necessary, advise member cities and team managers of any opportunities for player ratings accuracy improvement. (W23)
  - E. Work with league representatives to ensure properly submitted rosters within the ASANA database.
  - F. Identify incorrect roster submissions and move to correct prior to the start of the ASANA Softball World Series. (W10)
  - G. Establish an ASANA Softball World Series team/player registration process before the World Series begins and organize and coordinate such during the World Series. (W10)
  - H. In conjunction with the Tournament Director, responsible for creation, modification, and revision of the ASANA Softball World Series protest process. (W23)
  - I. Ensure reclassification information is correctly noted in the database at the conclusion of World Series competition. (W10)
  - J. Provide the Official World series rosters and cities database to the Communications Director at the conclusion of the Series for placement in the corporate records. (W10)
  - K. Inform the Board of any late playing schedules; late roster submissions; inadequate roster submissions. (W23)
  - L. Inform the Board of World Series roster issues; appeals and any fines due to such and related series fines as set within the established ASANA deadlines. Report such fines to the Treasurer prior to meetings. (W09)(W10)(W23)
  - M. Review ASANA Softball World Series schedule to ensure accuracy. (S15)
  - N. Maintain ASANA Player database or other methods approved. (W14)
  - O. Works in conjunction with the Finance Director to ensure that expenses are within budgeted limits. (W17)
  - P. Vote on issues before Council. (S07)
  - Q. Provides direction on the work of the following committee:
    - 1. Field and Team Operations
  - R. Responsible for working with the Tournament Director to ensure that the protest process, as outlined in the ASANA Code, is followed. (W18)
  - S. Schedule and oversee end of day meeting with FATO committee during each day of series. (W23)
  - T. Responsible for creation, modification, and evolution of the ASANA player database. (W23)



- U. Responsible for the RFP, solicitation, coordination, and negotiation of ASANA player database vendor contract. (W23)
- V. Responsible for training member association delegates on how to enter and modify records in the database. (W23)
- W. Establish an onsite player registration process, organize, and coordinate such at the ASANA Softball World Series. Verify player IDs at the Championship games. (W23)

Qualifications of Nominated Candidate: (W17)

Candidate must meet four of six of the following criteria to be nominated for office:  
(W17)

1. Minimum of four years of experience in managing spreadsheets and member association player and team ratings and member association team and player database through the ASANA database as your member association rep and/or USA Softball/USSSA/Sports Management company. (W17)
2. Held a leadership position in an ASANA standing committee for at least two years or been on two committees for two years and made significant contributions. One of these committees must be the Field and Team Operations committee. While on the field and team operations committee the candidate must have worked on registration, field operations, protest work, etc. (W17)
3. Minimum of two years day-to-day operational experience with a member association and/or USA Softball/USSSA/Sports Management company.
4. College degree (MBA, MS, BS, BA, or Associates) which included computer classes or equivalent related professional experience with databases of at least four years. (W17)
5. Minimum of two years in softball facility type management, which includes (but not limited to) scheduling volunteers and team registration. (W17)
6. Experience with managing at least two multi-day events.

## 7.14 Compensation

- A. Directors, officers, and members of committees may receive compensation, if any, for their services, and reimbursement of expenses, as may be determined by budgetary item(s) approved by the Council to be just and reasonable.
- B. Directors may be compensated for rendering services to the Corporation in a capacity other than director, provided such compensation is reasonable and further provided that not more than 49% of the persons serving as directors may be "interested persons", as defined in applicable section of the Arizona Nonprofit Public Benefit Corporation Law or any successor provision. "Interested Persons" means:
  1. Any person currently being compensated by the Corporation for services rendered it within the previous 12 months, whether as a full or part-time officer or

other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; or

2. Any brother, sister, ancestor, descendant, spouse, significant other, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

C. Non-Monetary Compensation <sup>(W07)</sup>

1. Complimentary hotel lodging rooms will be distributed as follows: <sup>(W07)(W19)</sup>
2. Executive Director
3. Softball Tournament Director
4. World Series Event Director
5. Communications Director
6. Finance Director
7. Competition Director
8. In the event an assigned room is not occupied by the designee, the room shall be returned to the Executive Board and distributed at their discretion as follows:
  - i. ASANA Series umpires
  - ii. ASANA Series Host City
9. Sponsor Material Donations must be used for the sole benefit of the World Series.
10. Fundraising (raffles, auctions, etc.)
11. Awards (in lieu of trophies)
12. At no time will unauthorized ASANA Series awards be presented, including merchandise awards that can be converted into money by a recipient.

### 7.15 Liability

- A. The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation, with the exception of gross misconduct.

## Article 8: MEETINGS

### 8.1 Council Meetings

- A. The location of the winter meeting will be determined by the Council at the previous summer meeting.
- B. The location of the summer meeting will be in the same place as the host site for that year's ASANA Softball World Series. <sup>(S91)</sup>

### 8.2 Winter Meeting

- A. The annual winter meeting of Council shall be held before March 31 (excluding

Super Bowl weekend) in each year (W08). The purpose of the meeting shall be that as outlined for Council in Bylaw Article 6.3.

- B. One voting representative from each member association shall be in attendance at this meeting.

### **8.3 Summer Meeting**

- A. The annual summer meeting of Council shall be held in conjunction with the annual ASANA Softball World Series. The purpose of the meeting shall be that as outlined for Council in Bylaw Article 6.3. (W09)
- B. One voting representative from each member association shall be in attendance at this meeting.

### **8.4 Notice of Winter and Summer Meetings**

- A. Written or printed notice stating the date, time, and place of each meeting with a proposed agenda shall be delivered to all members either personally, by e- mail or by mail at least 15 days prior to the opening of such meeting. (S91)(W23)

### **8.5 Special Meetings**

- A. Special meetings of Council may be called by a majority vote of the Board of Directors or by a majority vote of the Member Associations of the members of Council, with notification to all members of Council having been given. Such Special meetings may be held in person or by video conference or telephone call. (W23)

### **8.6 Notice of Special Meeting**

- A. In the event of a Special meeting being held in person, written or printed notice stating the date, time, place, and purpose of the meeting shall be delivered either personally, by email or by mail at least 30 days prior to the meeting.
- B. In the event of a Special meeting being held by conference telephone call; notice either by telephone or telegram shall be given at least 72 hours in advance of the conference call.

### **8.7 World Series Bidding Process**

- A. A member city wishing to bid for a World Series must submit a Notification of Intent to Bid by December 9th, at least two years prior to hosting a WS. The bid agreement must be signed. The bid agreement will specify the funds that need to be raised which will include more than opening and closing events. (W16)
- B. A refundable bid fee must be submitted upon Notification of Intent to Bid. Bid fee to be determined by the Board on a year-to-year basis and announced to the Council

- prior to Notification of Intent to bid deadline. Notification of intent submissions are not subject to future changes in fee. The fee will be refunded only if a member city is not awarded the bid. (W14)
- C. The ASANA Softball World Series must not be held over the following religious holidays: Christmas, Easter, Rosh Hashanah, Yom Kippur, Passover, Ramadan. (W19)
  - D. The Board will complete a Preliminary Review within one month following the submission of a Notification of Intent to Bid if the series is in two years otherwise, an agreed upon date. (W16)
  - E. Approval to present a bid at the Council Meeting will be awarded by the ASANA Board one week following completion of the review.
  - F. The ASANA Board must notify all delegates of bid locations and dates being presented at a Council Meeting 30 days prior to the meeting. (W19)
  - G. Cities awarded a bid will present their Host City presentation to the Board and delegates at the winter meetings two years out from the series being bid for. (W16)
  - H. Voting will take place once presentations have been completed via a secret ballot as set for in By-Laws section 6.04.
  - I. In the case of a single bid, a presentation and vote must be taken. No city shall be awarded a WS by acclamation alone. Upon the Board's discretion, an extension of Notification of Intent to Bid may be awarded.
  - J. Associations awarded the ASANA Softball World Series must sign a letter of intent to fulfill all World Series Hosting obligations at the Council meeting at the time of the awarded bid. (W14)
  - K. If no Notifications of Intent to Bid have been submitted or no member city has won by a majority vote, the Board shall take on the responsibility of hosting a WS partnering with a member or non-member city. If a member city bids and does not win by a majority vote a re-vote will be done. If still no majority, then the highest vote will win the bid. (W16)
  - L. Host City Contract to be signed within 60 days of bid award. (W14)
  - M. Associations awarded the ASANA Softball World Series must fulfill all obligations as specified in the bid as originally accepted unless other changes are accepted by the ASANA Council at a meeting prior to the start of the tournament in question. (p)
  - N. Host City will provide written financial reports to the ASANA board on a monthly basis. Reports will include a General Ledger, all World Series related financial statements, sponsorship monies, fundraising monies, donations received, and in-kind donations, etc. Reports should include any financial activities; income, expenditures, planned expenditures, budgeting items, etc. (W14)
  - O. Failure to fulfill all obligations may result in the probation of the local association conducting the tournament and its Council representative for a period of one year. (S91p) Follow the cancellation clause as provided in the Host City Agreement. (W14)

- P. Associations awarded the ASANA Softball World Series must designate three members to participate in the Arbitration Committee. The Host City committee members must be members in good standing in the Host City Association and be named within 15 days from the time the agreement is signed by both parties. The Arbitration Board should not include anyone currently serving on an Arbitration Committee, Board, or from the Series Host City Committee. (W14)
- Q. The ASANA board will designate three members to participate in the Arbitration Committee. The ASANA Council committee members must be active voting delegate members of ASANA and be named at the Council meeting in which the bid is awarded to the Host City. (W14)
- R. At the next regular meeting of Council after the close of any championship of ASANA Softball World Series, the host city shall be required to present a final financial summary and financial statement of the event. (p)

### **8.8 Quorum**

- A. Quorum for any meeting of the Council shall be constituted by the attendance of the voting representatives of a majority of the members of ASANA.

### **8.9 Governing Documents**

- A. All Council meetings will be governed by the rules set forth in Robert's Rules of Order, version, and publisher to be determined by the Executive Director. (W88)(W02)

## **Article 9: FISCAL YEAR**

### **9.1 Fiscal Year of Corporation**

- A. The fiscal year of ASANA shall begin on the first day of January and end on the last day of December. (S87)

## **Article 10: BUDGET, DUES, FEES & PENALTIES**

### **10.1 Budget**

- A. The Finance Director shall prepare and present at each winter meeting of the Council a projected operating budget for the year. The budget will include the following items:
  - 1. Funds for reasonable transportation and accommodation expenses for the Directors to attend the Winter and Summer meetings of Council, scheduled Board meetings and the World Series. (W03)
  - 2. Funds for reasonable telephone, postage, printing, secretarial expenses and miscellaneous office supplies, and other items for Committees as provided for in

the resolution, which created such committees.

3. Funds for reasonable telephone, postage, printing, secretarial expenses, and miscellaneous office supplies for Directors.
4. Umpire fees for the ASANA Softball World Series as set by the UIC Contract prior to the World Series. (W09)(W17)
5. Funds for a stipend to be awarded to the Umpire in Chief, in an amount to be determined by the Council at each winter meeting. (W91)
6. Funds for game balls for the ASANA Series. (W91)(S97)
7. Funds for reasonable field expenses for the ASANA Series. (S01)

### **10.2 Approving Budget, Dues, Fees & Fines**

- A. The Finance Director, with the Finance Committee, shall propose to Council a budget with a corresponding fee schedule, and some possible alternative budget/fees.
- B. The Council will approve the combined budget/fees by a two-thirds vote of all Council members (not of quorum).

### **10.3 Reimbursements**

- A. Any requests for reimbursement from the ASANA must be submitted to the Finance Director on an official Expense Report form with proper itemized documentation attached. Any form not properly submitted shall be returned to the requester for proper completion. (W97)
- B. Expense reports and receipts must be submitted within 90 days of the last day of the event or reimbursement will be forfeited. (W03)
- C. If a check is not cashed or posted within 365 days, it is void by bank rules. A replacement check will not be issued. (W03)

### **10.4 Changes to the Budget**

- A. The Council may upon submittal of the Projected Annual Budget or at some future date during the regular League Season, adjust or change the Budget as necessary by a majority vote of a Council Meeting, except for team and/or individual dues or fees.

### **10.5 Annual Association Dues**

- A. The Council shall determine at the winter meeting each year the amount of fees, if any, that shall be required to be paid by each member association of ASANA.
- B. A PNC does not have to pay membership dues until it becomes a member, even if it has a team participating in a World Series prior to bidding for membership. (W07)

## 10.6 Annual Association Penalties

- A. Failure to Pay Association Dues - Failure to pay the deposit of the annual dues during the course of the winter meeting will result in:
  - 1. A fine.
  - 2. Loss of voting privileges until the deposit is paid, and/or
  - 3. Probation for a period of one year. (S91)(W97)(W01)
- B. Winter Meeting Attendance
  - 1. Failure to attend the winter meeting will result in a fine and loss of voting privileges until the fine is paid.
  - 2. Failure to attend by a member association currently on probation may result in revocation of membership. (W97)(W03)
- C. Summer Meeting Attendance - The annual summer meeting of Council shall be held in conjunction with the annual ASANA Softball World Series. (W14)
  - 1. Failure to attend the summer meeting will result in a fine and loss of voting privileges until the fine is paid.
  - 2. Failure to attend by a member association currently on probation may result in revocation of membership. (W97)(W03)
- D. Consecutive Meeting Attendance (W14)
  - 1. Failure to attend consecutive meetings will result in a fine of \$750 and a loss of voting privileges until the fine is paid.
  - 2. Failure to attend by a member association currently on probation may result in revocation of membership.
  - 3. Appeals can be made to the Executive board with a majority board vote needed to revise the decision.

## 10.7 World Series Participation Association Fees

- A. Single Team Fees
  - 1. The fee for a member association to send one team to participate in the World Series must be submitted with the sender's receipted acknowledgment by June 1 or as specified in the Due Date document. (W11)
- B. Additional Team Fees
  - 1. The fees for a member association to send an additional team(s) to participate in the World Series must be submitted with the sender's receipt acknowledgement by July 15 or as specified in the Due Date document. (W11)
  - 2. Associations will be required to pay fees for all additional teams that are sent to the series, which includes prior years champions, additional berths, petitioning teams, etc. (W09).
  - 3. A PNC has to pay a team fee. (W07).

- C. All World Series team fees are due to the Finance Director by July 15 of each year or as specified in the Due Date document by certified letter or some traceable method. (W11)

### **10.8 Registration Operating Fee**

- A. All persons listed on an ASANA roster participating in World Series play may be required to pay a Registration Operating fee at the time of team check in. (W97)(W09)

### **10.9 World Series Participation Penalties**

- A. Single Team Deadline (W11)
- B. Failure to make this payment by June 1 or as specified in the Due Date document will result in a fine with loss of voting privileges and or probation until the fee is paid.
- C. Associations currently on probation who fail to make this payment by June 1 or as specified in the Due Date document will have their membership revoked.
- D. Associations currently on probation who fail to pay this fee by July 15 or as specified in the Due Date document will have their membership revoked. (S91)(W97)(W02)
- E. Additional Team Fees (W11)
- F. Failure to pay such additional team fees by July 15 or as specified in the Due Date document will result in probation, with a loss of voting privileges until the fees and fines are paid.
- G. Failure to pay the additional team fees by the beginning of the summer meeting will result in revocation of membership.
- H. Host City Teams (W11)(W16)
- I. Failure to pay team fees by July 15 or as specified in the Due Date document will result in a fine and/or probation, with loss of voting privileges until the fee is paid.
- J. Failure to pay team fees by the beginning of that summer meeting will result in revocation of membership. (W94)(W97)(W03)
- K. Failure to Notify ASANA Softball World Series Participation: (W11)
- L. Failure to notify Tournament Director verbally or in writing on or before July 15 or as specified in the Due Date document of that member association's inability to send a team to the World Series shall result in a fine and/or probation. (S97)
- M. Failure to send the number of declared teams after the July 15 deadline or as specified in the Due Date document will result in a fine and/or probation. Team fees become non-refundable. (S97)(S02)
- N. In addition, failure to notify Tournament Director of such inability to send a team prior to the commencement of the summer meetings shall result in revocation of membership. For purposes of this section, notice shall be deemed effective upon receipt. (W90)(S91)(W93)(W97)(S97)
- O. Reclassifications: (S08)



1. If a protest is upheld, the fine for an improperly submitted roster will be assessed to the city that submitted that roster. (W10)
2. If a protest is upheld, the team will be ejected from the ASANA Softball World Series (W10)

#### **10.10 Returned Checks**

- A. Any returned checks that are returned to the ASANA including but not limited to insufficient funds or closed accounts will incur a fine in addition to the bank charges, payable in the form of a cashier's check or money order. (W97)

#### **10.11 Board Discretionary Fund**

- A. Discretionary funds, to be determined by the finance committee each fiscal year may be allocated by the Executive Director, to use in their reasonable discretion, but with the approval of the Board of Directors, during the period between the Summer Meeting and the Winter Meeting, solely for unforeseen but necessary ASANA expenses. Any such discretionary expenditure shall be reported to the Council during the next scheduled Council meeting. (W95)

### **Article 11: COMMITTEES**

#### **11.1 Creation of a Committee**

- A. Council, by a majority vote, may create a committee. Motions to create a committee shall specify:
  1. The objective of the committee.
  2. The term of the committee.
  3. The date upon, and method by which, the committee is to report. (S91)
  4. The number of members on the committee.
  5. The members to serve on the committee.

#### **11.2 Tenure**

- A. Each member of a committee shall serve for one year unless such committee shall sooner be terminated or unless such member resigns or is removed from the committee. A committee member may be re-appointed to a committee.

#### **11.3 Chairs**

- A. One member of each committee shall be appointed Chair of the committee by the Executive Director, with the exception of the Executive Board members who are elected and designated as chairs in their respective duties; all Committee chairs shall

- be responsible for the operation of the committee. (S08)
- B. The term of the Committee Chair may be for one year from the date of appointment unless such committee shall: (W11)
- C. Be terminated.
1. Such Chair resigns or is removed from the Committee by a majority vote of the Executive Board. Notifications of removal as Committee Chair must be done in writing within 48 hours of the Executive Board's decision. The Chair's Committee must also be notified in writing within the same time frame. Chair's resignation must be done in writing to the Executive Board as well as their Committee within 48 hours. (W17)
  2. As an exception comprise Executive Board members who are elected and designated as Chairs in their respective Executive Board member duties.
  3. The Committee Chair is responsible for issuing Committee Reports to the Communications Director within 10 days of each Council Meeting. The Chair is also responsible for reviewing the minutes that will be issued by the Communications Director and the Chair has 10 days to complete this review.
- D. All committee Chairs are to take minutes of their meetings in between council meetings and submit to their committee for review. All meeting minutes are to be distributed to the Board within seven days of such meetings. (S08)(W17)

#### **11.4 Vacancies**

- A. Vacancies in the membership of a committee, whether by resignation or removal, shall be filled by the appointment of a replacement by the Executive Director.

#### **11.5 Rules**

- A. Each committee may adopt rules for its government as long as they are consistent with the Constitution and Bylaws of ASANA.

#### **11.6 Standing Committees**

The following committees shall serve from year to year as permanent committees. Each member of these committees shall be appointed to serve for a term of one year and new committee members can be appointed at any time at the discretion of the Board of Directors. Each member of Council may be appointed to no more than three committees in any given year, but must participate in at least one committee during Council Session. (W07). Each committee shall be fiscally responsible for its activities. Each committee shall report out any and all fundraising to the World Series Event Director. (W17)

- A. **Finance** - The Finance Director or their designee will chair the Finance Committee.

The size shall be determined at each meeting of Council. Its duties shall include, but not be limited to:

1. Review the budget at the summer meeting of Council and make recommendations to the Council. (S87)
  2. The Finance committee will review the monthly financial reports. The committee members must respond via email that they have received and reviewed the reports each month. (W17)
  3. The finance committee will audit the financial records semi-annually. Semi-annually is no later than 45 days after the winter and summer Council meetings. The audit will not include the Finance Director. The finance committee will report audit results to the Executive Director and the Finance Director. (W17)
  4. Review and make internal control suggestions on any matter of fiscal importance. (W17)
  5. Evaluate financial software to facilitate accountability. (W08)
  6. Ensure all required federal and state tax returns, documents and forms are timely filed. (W08) The committee will be emailed the returns and will acknowledge receipt of the returns by replying back to the Finance Director. (W14)
  7. Committee chair must review Council meeting minutes issued by the Communications Director within 10 days of receipt. (W07)
  8. Committee chair must review all proposed changes to IOG documentation within 15 days of receiving them from the Communications Director. (W07)
- B. Fundraising** - A committee, designated to find funds for ASANA's use and whose size and membership shall be determined at each meeting of Council. Its duties shall include, but not be limited to:
1. Evaluate the marketability and distribution of promotional products for ASANA.
  2. Plan and execute fundraising opportunities for the ASANA organization. (W17)
  3. Submitting a verbal report to the Finance Director within 48 hours of the close of the fundraiser.
  4. Submitting a detailed report to the Finance Director within seven business days of the close of the fundraising event which shall include a full accounting of the funds raised and the costs for each fundraising activity undertaken during the year. (W92)(W17)
  5. Committee chair must review Council meeting minutes issued by the Communications Director within 10 days of receipt. (W07)
  6. Committee chair must review all proposed changes to IOG documentation within 15 days of receiving them from the Communications Director. (W07)
- C. Instruments of Governance** - A committee designated to edit current IOG documents per amendments submitted and voted upon by Council. The size and membership shall be determined at the meeting of Council. Its duties shall include,

but not be limited to:

1. Review submitted amendments from Council and committees. (S97) Any suggested changes to these documents must be made in writing and submitted to the Communications Director 45 days prior to the winter meeting. The Communications Director, after reviewing these suggested changes with the IOG committee, will copy the Board and IOG committee. These changes must reference all sections of the governing documents needing revision. These changes will be provided to the Council for review 21 days prior to the winter meetings if these changes are to be made effective for the upcoming year. The Committee upon receipt of amendments from the Communications Director will review these along with the Communications Director. The proposed amendment should be submitted to Council for voting. The Committee may:
    - i. Accept the exact wording of the amendment.
    - ii. Suggest technical wording changes to the originator.
    - iii. Recommend minor editorial changes.
    - iv. Advise author of amendment regarding conflict with a standing rule or written procedure. (W17)
  2. Committee chair must review Council meeting minutes issued by the Communications Director within 10 days of receipt. (W07)
  3. Committee chair must review all proposed changes to IOG documentation within 15 days of receiving them from the Communications Director. (W07) Committee chair must insure all changes are reflected in all documents. (S08)
  4. Committee chair must review entire completed IOG documentation once a year to correct article and section designations, punctuation, and cross-references and to make such other technical and conforming changes as may be necessary to reflect the intent of council. These changes can be made by the Committee chair without Council vote when editing does not change the intent of the language. (W10) A draft of these changes will be highlighted and submitted to the Communications Director for review before the Chair makes these changes. The Communications Director will provide approval to make these changes. (W17)
  5. Every four years the Council will be requested to review the IOG documents as specified by the Executive Board. (W17)
  6. Committee chair must review Council meeting minutes issued by the Communications Director within 10 days of receipt. (W18)
  7. Committee chair must review all proposed changes to IOG documentation within 15 days of receiving them from the Communications Director. (W18)
- D. **Hall of Fame** - The Hall of Fame committee shall have a chairperson that meets the Hall of Fame Committee criteria. This chair will appoint a Secretary. Members of the committee should have at least five years of ASANA experience. Its duties include:

1. The Chair or Secretary of the Hall of Fame Committee will prepare a ballot with the names of all nominees and will submit the ballot to the voting members.
2. Voting members are defined as: Current active HOF members and eight appointed committee Council members including the Chairperson. Committee members will be only one person per city. Voting members only get one vote per person. (W12)
3. A nominee must be selected by at least fifty (50%) of the ballots cast to become a member of the ASANA Hall of Fame. (W21)
4. Nominated people who are not elected shall be re-submitted for two additional years. (W21)
5. The Chair will tabulate the results of the voting, and notify the nominees, ASANA officers and the living Hall of Fame candidates of the results.
6. The Committee is responsible for planning and executing an annual Hall of Fame Induction Ceremony that coincides with the ASANA Series. The Chair or Secretary must send the date, time, location, agenda, and any attendee ticket pricing to the ASANA Board of Directors no less than 60 days prior to the ASANA Series. The ASANA Board of Directors must approve of the Hall of Fame Induction Ceremony date, time, location, agenda, and any attendee ticket pricing. (W21)
7. The committee is responsible for overseeing any requests to remove an individual from the Hall of Fame. (W23)
  - i. Removal of a member from the Hall of Fame can be requested where such Member of the Hall of Fame has deliberately, repeatedly, or grossly violated any bylaw, rule, or code set forth by ASANA or deliberately, repeatedly, or grossly violated the ASANA Participant Code of Conduct.
  - ii. Hall of Fame Membership removal process:
    - a) Hall of Fame Membership Removal requests must be submitted in writing to the ASANA Executive Director, Communications Director, and Hall of Fame Committee Chair. Any supporting documents and detailed statements to support the individuals deliberate, repeat, or gross violation to ASANA Code, Bylaws, or Participant Code of Conduct should be included.
    - b) The Hall of Fame Committee Chair shall acknowledge receipt of the removal request within two business days and inform the submitter of a projected resolution timeline of the request. The projected timeline must be a reasonable projection of time needed to align Committee member schedules and contact the subject of the request.

c) The Hall of Fame Committee Chair will appoint eight voting members of the Hall of Fame Committee, including the chairperson.

- If any of the eight voting members have a conflict of interest the HOF chair will appoint the number of people needed to reach eight from existing Hall of Fame members.

d) The Hall of Fame Committee Chair shall notify the eight person HOF Committee via email within one business day upon notification that a removal request has been submitted and share the submission for validation. All information is confidential and should be shared on a need-to-know basis.

- The voting committee members should not do their own investigation, their job is simply to review what is presented to them.

e) If the request is found to be invalid, the Hall of Fame Committee Chair will notify the submitter via email citing the reason(s) for invalidation.

f) If the request is found to be valid, the Hall of Fame Committee Chair shall notify the subject(s) of the request via email and share the submission for review. If the subject is a current member of an ASANA Member League, the HOF Chair will also notify the League's Commissioner.

g) The Hall of Fame Committee Chair will set up a HOF Committee Meeting to allow the submitter to present the request and allow the subject of the request to speak on the matter. The Hall of Fame Committee voting members will be allowed to ask questions of those involved. Once all statements are made, and any questions answered, all parties except for the HOF voting members will leave the meeting.

h) HOF voting members will then vote on the removal of the Hall of Fame member. Removal is decided by a two-thirds vote.

i) The Hall of Fame Committee Chair shall inform the ASANA Board and all parties involved via email of the final decision.

### iii. Hall of Fame Removal Appeal Process

a) The subject of the request may appeal the decision of removal from the Hall of Fame by submitting a request for a Special Council Meeting to the Communications Director within 30 days of the Hall of Fame Committee's decision.

b) The Communications Director must acknowledge receipt within two business days and schedule the Special Council Meeting to occur within 15 business days of the appeal request.

c) During the Special Council Meeting the Hall of Fame Committee Chair will present the request and final decision of the Committee. The subject of the request will be allowed to speak on their behalf, asking for an appeal on the removal from the Hall of Fame.

d) The ASANA Council will be allowed to ask questions, with no more than two questions or comments from each council member.

e) The ASANA Council will then vote on the appeal request. A vote of two-thirds is required to overturn the decision of the Hall of Fame Committee.

f) The ASANA Communications Director shall inform the Council and all parties involved via email of the final decision of the Council. If the ASANA Communications Director is the subject of the removal request, then the Board of Directors will vote to appoint an alternative Communications Director to take the minutes of the Special Council Meeting.

8. Photo/video documentation of current ASANA executive board at Hall of Fame Event. (W23)

9. Photo/video documentation of ASANA Hall of Fame event and inductees. (W23)

10. The Chair must review Council meeting minutes issued by the Communications Director within 10 days of receipt. (W07)

11. The Chair must review all proposed changes to IOG documentation within 15 days of receiving them from the Communications Director. (W07)

**E. Competition** - The Softball Field and Team Operations Committee, whose chair shall be appointed annually by the Director of Field and Team Operations, and whose size shall be determined at each meeting of the Council, shall serve the organization. Its duties shall include:

1. To provide support and solutions to ASANA Softball as it continually strives for league expansion.
2. Provide ongoing review and/or modification of the established guidelines set for division/player classification.
3. During the Summer Session, establish the number or percentage of teams to be moved up for that year's ASANA Softball World Series. (W04)(W07)
4. Responsible for Team and Player roster registration. (W11)
5. Provide administration of Membership & Team violations. (W08)
6. Reviewing violations of the Bylaws, Codes, and any Procedures.

7. Reviewing the rules for clarity and making recommendations to the Council for change.
8. Review and recommend additions, deletions and changes to the Bylaws, Codes, and any Procedures in regards to any accessible fines, fees, or probation issues. Keep the fine appendix updated. (W10)
9. The Board of Directors must notify any member association of alleged violations prior to the start of each meeting.
10. Any appeals associated with violations must be submitted in writing to the Board of Directors prior to the start of each Council meeting. The Field and Team Operations committee will be the final hearing board for all such appeals and will allow all appealing entities time in committee meetings to discuss such appeal in person.
11. Assist the Field and Team Operations Director with all field needs during the series as outlined in the Field and Team Operations Directors duties. (W16)
12. Committee chair must review Council meeting minutes issued by the Communications Director within 10 days of receipt. (W07)
13. Committee chair must review all proposed changes to IOG documentation within 15 days of receiving them from the Communications Director. (W07)

**F. Business Development Committee** - Committee developed to assist ASANA leadership to establish the long-term planning and business objectives for the organization. The committee will consist of the Executive Director, who will serve as chair, and a co-chair. Committee size will be determined at each meeting of Council. The duties of the Business Development Committee shall include but are not limited to: (W17)

1. Create a series of tactical strategies for meeting the marketing strategies and business goals. (W17)
2. Develop and execute the brand identity. (W17)
3. Develop and execute the media relations plan. (W17)
4. Develop and execute the sponsorship and advertising strategies. (W17)
5. Committee co-chair must review council meeting minutes issued by the Communications Director within 10 days of receipt.
6. Committee co-chair must review all proposed changes to IOG. (W17)
7. Oversee ASANA brand guidelines, including logos, marketing language, etc. (W19)
8. Review and provide feedback on the annual ASANA Series logos. (W19)
9. Create and/or review all ASANA marketing content, including advertisements, press releases and digital/social content. (W19)
10. Committee chair must review Council meeting minutes issued by the Communications Director within 10 days of receipt. (W07)



11. Committee chair must review all proposed changes to IOG documentation within 15 days of receiving them from the Communications Director. (W07)

12. To be considered for this committee, each member is recommended to have the following qualifications: (W17)

- i. Be able to serve at least 12 hours a month throughout the year, with one mandatory conference call quarterly. (W17)
- ii. Business contract experience (response, drafting, negotiation)(W17)
- iii. Ability and experience in creating business documentation (RFP, process, definitions)(W17)
- iv. Previous Host City/Large event/large tournament director experience (W17)

**G. Peanut Foundation** - Created to give the opportunity for applying for scholarships, grants, advertisement, membership, and any other activities deemed appropriate by the board of the foundation. This fund is not intended to offset normal costs of active membership in ASANA, but rather to meet unique situations and opportunities. (W17)

1. Nina Cole, founder; will appoint the initial board of the foundation.(W17)

2. Fund sources may come from specific fundraisers or designated donations.

These funds may not come from the general ASANA fund unless voted upon by the ASANA delegation. (W17)

3. Annual budget allocation will be determined by the board of the foundation utilizing existing foundation funds. (W17)

4. Fund monies are available to current or potential ASANA leagues whose grant applications are approved. (W17)

5. Fund grants are awarded via the following application processes: (W17)

- i. Submission of a completed, signed application form to the foundation board. (W17)
- ii. The board of the foundation shall review all applications and make final decisions. (W17)
- iii. The chair of the foundation will advise all parties of any decisions made. (W17)
- iv. Monies will be paid directly to the applicant by check from the Peanut Foundation Finance Director. (W17)

**H. Tournament Operations** - A committee, whose size shall be determined at each meeting of Council, shall serve to support the ASANA Softball World Series tournament operations. Its duties shall include, but not be limited to: (W19)

1. Provide pre-tournament support to the Tournament Director:

- i. Work with TD to create a Tournament Support Plan (TSP).
- ii. Review pool play assignments.
- iii. Review tournament brackets.

2. Provide tournament support during the World Series:

- i. Execute the TSP.
- ii. Provide field supervision at multiple venues World Series.
- iii. Assist in reviewing scorecards, seeding, bracket updating and review.
- iv. Supervise volunteers, gathering scores and providing aid to umpires.

**I. Diversity, Equity & Inclusion** - A committee that shall serve to review, research, and recommend solutions designed to help guide the organization on matters regarding diversity, culture, and discrimination. (W21) This committee will consist of a Chairperson, and its size will be determined at each meeting of Council. This committee will make a concerted effort to identify and recruit membership from different backgrounds in order to develop a well-rounded perspective on issues facing the organization. Its duties shall include, but not be limited to:

1. Review submitted motions from Council and committees for biases, unconscious or conscious, and potential acts or language of exclusion.
2. Research and create guidelines and documentation as needed or requested by Board or Member city to assist with their ongoing diversity programs.
3. Complete, contribute to, or provide guidance for special projects brought to the committee by the Board of Directors or Council.
4. Committee chair must review Council meeting minutes issued by the Communications Director within 10 days of receipt.
5. Committee chair must review all proposed changes to IOG documentation within 15 days of receiving them from the Communications Director.

### 11.7 Ad-Hoc Committees

A. Committees that are formed on an as needed basis to perform a specific task and then disband. An Ad-Hoc committee is only required to report at Council Meetings if they've been called into action and the need to report an incident or activity exists. Some Ad-Hoc Committees include but are not limited to: Security, Arbitration, Ethics and Elections. (W23)

1. Ethics - A committee serving to uphold the ASANA Codes of Conduct. Its duties shall include, but not be limited to, resolving grievances as outlined in Grievance Process. The Executive Director shall serve as the Committee Chair. If a Grievance involves the Executive Director, the Board of Directors will vote to appoint an alternative Board Director to Chair the committee. Once identified, the Committee Chair will appoint five ASANA members who have no conflict of interest in the Grievance to serve as committee members. ASANA Board of

Directors shall not be selected as committee members. The committee will make decisions by simple majority vote. The Committee Chair will not have a vote on decisions made within the committee. (W21)(W24) If a Grievance involves the entire ASANA Board, a former board member, having completed their full term within the last five years shall be appointed to Chair the committee. (W24)

## **Article 12: AMENDMENTS TO BYLAWS**

### **12.1 Changes to Bylaws**

- A. These bylaws may be altered, amended, suspended, or repealed, and new bylaws may be adopted by a two-thirds vote at any winter or summer meeting of Council at which a quorum is present. (W91)(W93)
- B. Any suggested changes to these bylaws must be made in writing and submitted to the Communications Director who will copy the Board and IOG committee.
- C. These changes must reference all sections of the governing documents needing revision. These changes will be provided to the Council for review 21 days prior to the winter meetings if these changes are to be made effective for the upcoming year. (W10)(W13)
- D. Any suggested changes that have been voted upon and approved during council meetings must be submitted, in its final approved form, but the originator and/or the originator's Committee Chair, to the Communications Director within 10 days from that council meeting as part of their final report. (W17)

### **12.2 Amendment Adoption**

- A. Amendments shall be made effective immediately after their adoption at the winter meetings.
- B. Amendments voted and adopted at the summer meetings will take effect January 1 of the following year.
- C. Amendments may be effective immediately only if extreme circumstances warrant it as deemed by the Executive Director in concurrence with the two-thirds vote at the summer meeting of Council at which there is a quorum.

## **Article 13: APPEALS**

### **13.1 Right to Appeal**

- A. It is the right of any member organization to appeal a Council decision in regard to probation or revocation of membership. (S91) This appeal must be in writing and must be received by the Team and Player Compliance Violations Committee prior to the

next scheduled Council meeting. (W90)(W03)

### **13.2 Fee for Appeals**

- A. Probation or revocation of membership appeals will incur a charge to be heard by Council. Appeals must be submitted in writing accompanied by a \$25 fee. Should the appeal be upheld, the \$25 fee shall be returned to the member organization. (W97)

## **Article 14: INDEMNIFICATION**

Indemnification of Directors, Officers, Employees, and other Agents

### **14.1 Definitions**

- A. "Agent" means any person who is or was a director, officer, employee, or other agent of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of this Corporation or of another enterprise at the request of the predecessor corporation;
- B. "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and
- C. "Expenses" includes, without limitation, all attorney's fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of their position or relationship as agent and all attorney's fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

### **14.2 Successful Defense by Agent**

- A. To the extent that an agent of this Corporation has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against her/him, then the provisions of Bylaw Articles 14.3 through 14.5 shall determine whether the agent is entitled to indemnification.

### **14.3 Actions Brought by Persons Other than the Corporation**

- A. Subject to the required findings to be made pursuant to Bylaw Article 14.5 below, this Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of, this

Corporation, or by an officer, director or person granted related status by the Attorney General, or by the Attorney General on the ground that the defendant director was or is engaging in self-dealing within the meaning of Section 5233 of the Arizona Nonprofit Corporation Law, or by the Attorney General or a person granted related status by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that such person is or was an agent of this Corporation, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

#### **14.4 Action Brought by or on Behalf of the Corporation**

- A. Claims Settled Out of Court - any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this Corporation, with or without court approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding, unless it is settled with the approval of the Attorney General.
- B. Claims and Suits Awarded Against Agent - This Corporation 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 brought by or on behalf of this Corporation by reason of the fact that the person is or was an agent of this Corporation, for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:
  - 1. The determination of good faith conduct required by Bylaw Article 14.5, below, must be made in the manner provided for in that Article; and
  - 2. Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

#### **14.5 Determination of Agent's Good Faith Conduct**

The indemnification granted to an agent in Bylaw Article 14.3 and 14.4 above is conditioned on the following:

- A. Required Standard of Conduct
- B. The agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner they believed to be in the best interest of this Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances.
- C. The termination of any proceeding by judgment, order, settlement, conviction, or on a

plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner they reasonably believed to be in the best interest of this Corporation or that they had reasonable cause to believe that their conduct was unlawful.

- D. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that their conduct was unlawful; and
- E. Manner of Determination of Good Faith Conduct. The determination that the agent did act in a manner complying with Bylaw Article 14.5A. above shall be made by:
  - 1. The Board of Directors by a majority vote of a quorum consisting of directors who are not parties to the proceeding; or
  - 2. The court in which the proceeding is or was pending. Such determination may be made on application brought by this Corporation or the agent, attorney or other person rendering a defense to the agent, whether or not the application by the agent, attorney, or other person is opposed by this Corporation.

#### **14.6 Limitations**

No indemnification or advance shall be made under this Article, except as provided in Bylaw Articles 14.2 or 14.5B. (2), in any circumstances when it appears:

- A. That the indemnification or advance would be inconsistent with a provision of the Bylaw Articles of Incorporation, as amended, or an agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- B. That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

#### **14.7 Advance of Expenses**

- A. Expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay the amount of the advance unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

#### **14.8 Contractual Rights of Non-directors and Non-officers**

- A. Nothing contained in this Article shall affect any right to indemnification to persons other than directors and officers of this Corporation, or any subsidiary hereof, may be entitled by contract or otherwise.

### **14.9 Insurance**

- A. The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation against any liability other than for violating provisions against self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this Corporation would have the power to indemnify the agent against the liability under the provisions of this Article.

## **Article 15: TRANSACTIONS BETWEEN CORPORATION DIRECTORS OR OFFICERS**

### **15.1 Contracts with Directors and Officers**

- A. Prohibited Transactions. The Corporation shall not be a party to any contract or transaction:
  - 1. In which one or more of its Directors or officers has a material financial interest, or with any corporation, firm, association, or other entity in which one or more Directors or officers has a material financial interest, or,
  - 2. With any corporation, firm, association, or other entity (other than an Arizona nonprofit public benefit corporation) in which one or more of its Directors is a member unless:
  - 3. The material facts concerning the contract or transaction and such Director's or officer's financial interest or common Directorship are fully disclosed in good faith and are noted in the minutes.
- B. Prior to authorizing or approving the contract or transaction, the board considers and in good faith determines after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable investigation under the circumstances or that the contract or transaction implements a charitable program of the Corporation.
- C. The Corporation enters into the contract or transaction for its own benefit;
- D. The contract or transaction is fair and reasonable to this Corporation or implements a charitable program of the Corporation at the time the contract or transaction is entered into, and,
- E. Such contract or transaction is authorized or approved in good faith by a majority of disinterested Directors at the meeting with any interested Directors abstaining from voting, provided that the majority has the decision making authority under the quorum provisions of these bylaws.

### **15.2 Loans to Directors and Officers**

- A. The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or officer unless approved by the Attorney General of the State of Arizona.
- B. The Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of duties of such Director or officer, provided that in the absence of such advance, such Director or officer would be entitled to be reimbursed for such expenses by the Corporation.

### **15.3 Interlocking Directorates**

- A. No contract or other transaction between the Corporation and any Arizona nonprofit public benefit corporation of which one or more Directors are either void or voided because such Board of Directors are present at a meeting of the Board of Directors that authorizes, approves, or ratifies the contract or transaction, if the material facts as to the transaction and as to such Director's other Directorship are fully disclosed to the Board, and the Board authorizes, approves, or ratifies the contract or transaction, if the material facts as to the transaction and as to such Director's other Directorship are fully disclosed to the Board, and the Board authorizes, approves, or ratifies the contract or transaction in good faith by a vote of disinterested Directors at the meeting (subject to the quorum provisions of these bylaws), or if the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved, or ratified.

### **15.4 Duty of Loyalty**

- A. Nothing in this Article shall be construed to derogate in any way from the absolute duty of loyalty that every Director and officer owes to the Corporation. Furthermore, nothing in this Article shall be construed to override or amend the provisions of Bylaw Article 14. All conflicts between the two Articles shall be resolved in favor of Bylaw Article 14.

### **15.5 Conflict of Interest**

- A. ASANA will adhere to the Conflict of Interest Policy as delineated in Appendix One of this document. (W09)
- B. All ASANA Board of Directors, voting delegates, their proxies, petitioning association representatives and non-voting committee chairs will adhere to the ASANA Conflict of Interest Policy. (W09)
- C. No sitting ASANA Board Director shall serve as the Series Director, on the Board of a Series Bid Committee or as a member of a host city Series Committee. They can



function as a resource to their Series committee. Exception is when ASANA bids and the bid is located in a non-member city or when the Council votes to permit such.

(W09)

## **Article 16: MAINTENANCE AND INSPECTION OF CORPORATE RECORDS AND REPORTS**

### **16.1 Corporate Records**

- A. A corporation shall keep as permanent records minutes of all meetings of its members and board of directors, a record of all actions taken by the members or board of directors without a meeting and a record of all actions taken by a committee of the board of directors on behalf of the corporation.
- B. A corporation shall maintain appropriate accounting records.
- C. A corporation or its agent shall maintain a record of its members in a form that permits preparation of a list of the names and addresses of all members and in alphabetical order by class of membership showing the number of votes each member is entitled to cast and the class of membership held by each member.
- D. A corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
- E. A corporation shall keep a copy of all of the following records at its principal office, at its known place of business or at the office of its statutory agent:
- F. It's articles or restated articles of incorporation and all amendments to them currently in effect.
- G. It's bylaws or restated bylaws and all amendments to them currently in effect.
- H. Resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations and obligations of members or any class or category of members.
- I. The minutes of all members meetings and records of all actions taken by members without a meeting for the past three years.
- J. All written communications to members generally within the past three years, including the financial statements furnished for the past three years under Arizona statute section 10-11620.
- K. A list of the names and business addresses of its current directors and officers.
- L. Its most recent annual report delivered to the commission under Arizona statute section 10-11622.
- M. An agreement among members under Arizona statute section 10-3732.

Note: All revisions and amendments to these bylaws are dated according to the meeting in which the Council took such action: W=winter meeting, S=summer meeting, SP=special council meeting, p=moved from procedural code. (W10)

## **APPENDIX ONE: CONFLICT OF INTEREST POLICY**

### **Purpose**

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Amateur Sports Alliance of North America) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### **Definitions**

1. Interested Person
  - a. Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest
  - a. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family.
  - b. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
  - c. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
  - d. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
3. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **Procedures**

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing

board delegated powers considering the proposed transaction or arrangement.

## 2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, they shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

## 3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, they shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

## 4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## 5. Records of Proceedings

- a. The minutes of the governing board and all committees with board delegated powers shall contain:
  - a. The names of the persons who disclosed or otherwise were found

to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## 6. Compensation

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## 7. Annual Acknowledgement

- a. Each director, principal officer, and member of a committee with governing board delegated powers it shall be presumed by virtue of ASANA emailing and posting on the ASANA web page that such person:
  - a. Has received a copy of the conflicts of interest policy,
  - b. Has read and understands the policy,
  - c. Has agreed to comply with the policy, and
  - d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## 8. Periodic Reviews

- a. To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
  - a. Whether compensation arrangements and benefits are reasonable,

based on competent survey information, and the result of arm's length bargaining.

- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

9. Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Amateur Sports Alliance of North America may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

## **APPENDIX TWO: FINE SUMMARY**

1. Annual Association Penalties
  - a. Failure to pay Association Dues (or deposit) by the start of Winter Meeting: \$50 fine, voting privileges lost until paid and/or probation for one year.
  - b. Failure to attend the Winter meeting: \$100 fine, voting privileges lost until paid; if on probation may result in revocation.
  - c. Failure to attend the Summer meeting: \$100 fine, voting privileges lost until paid; if on probation may result in revocation.
  - d. Failure to attend two consecutive meetings: \$750 fine, voting privileges lost until paid; if on probation may result in revocation.
2. World Series Participation Association Fees
  - a. Fees for each participating team (first team fee, all additional teams, PNC teams, host city teams): To be determined annually.
3. Registration Operating Fee
  - a. Player registration fee for World Series (per player fee): To be determined annually.
4. ASANA Softball World Series Participation Penalties
  - a. Failure to meet first team fee deadline: \$100 fine; voting privileges lost until paid and/or probation until paid; if currently on probation then membership is revoked. If placed on probation and not paid by additional fee deadline then membership is revoked.
  - b. Failure to send additional team fees by deadline: \$100 fine; probation with loss of voting privileges until paid.
  - c. Failure of Host city to notify of additional teams being sent and send additional team fees by deadline: \$100 fine.
  - d. Failure to pay the additional team fees by the beginning of the Summer meeting: Revocation of Membership.
  - e. Failure to notify of city's inability to send a team by deadline: \$100 fine; and/or probation
  - f. Failure to send declared teams without notification: \$100 fine (Team fees become non-refundable); and/or probation.
  - g. Failure to notify inability to send a team by beginning of Summer meetings: Revocation of Membership.
  - h. Reclassifications - Failure to submit properly submitted rosters: \$100 fine per incident; Team ejected from tournament.
5. Returned Checks
  - a. Any returned checks will incur a \$25 fine.

## Code References

6. Association Representation
  - a. Failure to submit teams attending World Series league season and playoff schedule by deadline: \$100 fine.
7. Official ASANA Softball World Series General Rules & Responsibilities
  - a. Using an unapproved bat: \$100 must be paid prior to the team's next game.
  - b. Failure to have team representative at the ASANA Softball World Series Managers meeting: \$100, must be paid before the team takes the field.
8. Team Roster Submission Procedure
  - a. Failure to submit team rosters by deadline: \$250 fine.
  - b. Failure to pay above fine by start of summer meeting: Loss of participation in the ASANA Softball World Series
  - c. Failure to submit properly submitted rosters: Two errors no fine. Each subsequent \$50 each, no limit.
9. Penalties
  - a. \$200 Cash Protest Fee Refundable if Protest is upheld.
  - b. World Series Association Penalties
    - i) Failure to submit properly submitted rosters: \$100 fine per incident.
    - ii) Team ejected from ASANA Softball World Series

## **APPENDIX THREE: ASANA PARTICIPANT CODE OF CONDUCT**

### ASANA Participant Code of Conduct (w21)

#### **Purpose**

The purpose of this Code of Conduct is to outline what is expected of our Participants at ASANA events. Participants shall include ASANA Council members, Host City Committee members, volunteers, officials, vendors, managers, players, coaches, guests, and spectators. The Code of Conduct is in effect as soon as Participants arrive at any ASANA event or venue.

#### **Definitions**

- Harassment - Ongoing acts that demean, humiliate, or intimidate an individual resulting in no longer feeling safe or welcome in the community.
- Subtle Acts of Exclusion: The subtle things that people say and do, perhaps unintentionally, that have the effect of excluding, harming, and/or discriminating against others based on their marginalized dimensions of identity.
- Discrimination - When prejudiced feelings or beliefs move into the realm of behavior and people are denied equality of treatment. It can be conscious and deliberate, or it can be unconscious and unintentional. It is an action based on prejudice.
- Hate Speech - Abusive or threatening speech or writing that expresses prejudice against a particular group, especially on the basis of race, religion, gender, or sexual orientation.

#### **Overview**

ASANA was created in 2007 as a non-profit organization dedicated to the promotion of amateur athletics for all persons regardless of gender, age, race, creed, religion, national origin, or sexual orientation with a special emphasis on the participation of women, trans men, trans women, non-binary and agendered people

The benefit a Participant gains from this organization depends very much on adherence to accepted standards of behavior. ASANA reserves the right to take any disciplinary action it deems appropriate against players, coaches, managers, and spectators not acting in an acceptable manner, including but not limited to what is listed in this Code of Conduct. Any infractions will receive an immediate consequence at the discretion of the designated ASANA representative at the site of the incident. The Ethics Committee will then review the incident and make a decision on any further penalties.



**Expected Behavior:**

- Demonstrate courtesy, even when others do not .
- Respect the rights and privileges of other Participants and staff.
- Respect ASANA property and the property of others
- Cooperate with and assist the staff in maintaining safety, order, and discipline.
- Respect the game officials even when you disagree with their calls.
- Respect facility rules and program regulations being enforced.
- Be mindful of your conduct, ensuring no action occurs that could reflect negatively on yourself, your team, your Member Association, or ASANA

**Anti-Discrimination and Anti-Harassment Policy**

ASANA does not discriminate and will not tolerate discrimination, be it based on discrimination or harassment with regard to race, color, religion, creed, sex, sexual orientation, gender, gender expression, gender identity, national origin, ancestry, age, stage of sobriety, physical or mental disability, medical condition including pregnancy, veteran status, and marital status including domestic partnership status, or any other reason. Unlawful discrimination or harassment is strictly forbidden. These expectations are tied to our Mission Statement and overall beliefs as an organization.

All forms of harassment will not be tolerated and can include unwanted sexual advances or requests for favors, abusive, degrading, harassing, or offending conduct, whether verbal, physical, in person or not. It is important to remember that subtle acts of exclusion create a hostile environment that is intolerable to others.

ASANA is compelled to incorporate the traditions and culture of our events to build unity within groups, including the message that it is possible to have fun while staying clean and sober. We are committed to creating a safe environment for all Participants. ASANA expects all teams and Participants to be respectful of each other, as well as every official, agency representative, or spectator.

**Actions & Consequences**

The definitions below provide information and direction to Participants regarding standards of behavior, as well as consequences of Participant/team misconduct. Not every situation can be foreseen, however in any violation not included in said Code, the minimum penalty shall be at the discretion of the designated ASANA representative at the site of the incident.

Managers are responsible for the actions of their players, coaches, guests, and spectators. The Code of Conduct applies to Participants as individuals or as a team, and the

penalties can be applied to an individual or an entire team.

Any Participant having been penalized by enforcement of the Code of Conduct and reported again for violating the Code of Conduct may be subject to additional penalties open to the determination of the Ethics Committee.

1. NO PARTICIPANT SHALL be guilty of a physical attack, lay a hand upon, push, shove, strike or kick an official, coach, agency representative, manager, or any participant, spectator, or team at any ASANA event, whether tournament or social event. Officials and/or ASANA leadership are required to immediately suspend all Participants in the altercation from further participation and report Participants to the Tournament Director or the designated ASANA representative at the site of the incident.
  - a. Immediate Consequence: Suspension from one game and placed on probation for the remainder of the calendar year.
2. NO PARTICIPANT SHALL be guilty of damaging or defacing any facilities. Officials and/or ASANA leadership are required to immediately suspend individuals and report incidents to the Tournament Director or the designated ASANA representative at the site of the incident.
  - a. Immediate Consequence: Suspension from further play or participation in any other ASANA activity until financial responsibility is met by individual and/or team AND probation for remainder of the calendar year.
3. NO PARTICIPANT SHALL be guilty of an abusive verbal attack, including hate speech, taunting, or verbal harassment of any Participant, official, agency representative, or spectator. Officials and/or ASANA leadership are required to immediately suspend the Participant from further participation, whether at a tournament or social event. The infraction will be reported to the Tournament Director or the designated ASANA representative at the site of the incident. This violation additionally includes “after the incident” communication or correspondence in follow up discussions, whether in person or not.
  - a. Immediate Consequence: Suspension from one game or participation in any one other ASANA activity and placed on probation for the remainder of the calendar year.
4. NO PARTICIPANT SHALL, at any time, commit the act of manipulating the outcome of any game or protest to create personal financial gain.
  - a. Immediate Consequence: Suspension from any ASANA event for the remainder of the calendar year.
5. NO PARTICIPANT SHALL, at any time, break playing rules, where the rule has a code of conduct implication, on the field of play.

Immediate Consequence: Any infractions will receive an immediate consequence at the discretion of the designated ASANA representative at the site of the incident.

## **APPENDIX FOUR: LEADERSHIP CODE OF CONDUCT**

### ASANA Leadership Code of Conduct (W21)

#### Overview

This Code of Conduct applies to individuals currently serving in an elected, appointed, or contracted leadership position within ASANA, including but not limited to the Board of Directors, Delegates, Officials, Committee Chairs, Vendors and Host City Committees. (W24)

It does not apply to former Board Members, volunteers, award recipients, or members of the ASANA Hall of Fame unless the individual is also currently serving in an elected, appointed, or contracted leadership position. (W24)

#### Expected behavior:

- Understand and adhere to ASANA's mission statement and purpose as stated in the bylaws.
- Act with integrity and high ethical standards at all times, recognizing that each ASANA leader is a responsible custodian of the organization's reputation and success.
- Promote inclusivity, respect and belonging for the LGBTQ community at all times.
- Serve as ambassador to ASANA, especially during interactions with current and potential members on a local and national level.
- Exercise sound judgment, especially during difficult decisions, matters and interactions.
- Hold self and other leaders accountable to this Code of Conduct, reporting potential violations promptly and appropriately as outlined in the current Grievance Process policy.

#### Anti-Discrimination and Anti-Harassment Policy

ASANA is committed to providing an atmosphere free of unlawful discrimination or harassment with regard to race, color, religion, creed, sex, sexual orientation, gender, gender expression, gender identity, national origin, ancestry, age, stage of sobriety, physical or mental disability, medical condition including pregnancy, veteran status, and marital status including domestic partnership status, or any other protected or personal characteristic protected by law. Unlawful discrimination or harassment is strictly forbidden. These expectations are tied to our Mission Statement and overall beliefs as an organization.

All forms of harassment will not be tolerated and can include unwanted sexual advances or requests for favors, abusive, degrading, harassing, or offending conduct, whether verbal, physical, in person or not. It is important to remember that even small, seemingly innocent

actions can create a hostile environment that is intolerable to others.

ASANA is compelled to incorporate the traditions and culture of our events to build unity within groups, including the message that it is possible to have fun while staying clean and sober. We are committed to creating a safe environment for all. ASANA expects all leadership to be respectful of anyone who identifies themselves as clean and sober.

## Digital & Social Media Policy

### Personal Activity

ASANA uses digital and social media channels to promote the organization and its mission in an effort to increase participation. It is therefore the expectation that our organization's leadership will behave as positive ambassadors of the organization at all times and not to engage in behavior that would reflect negatively on the organization or its participants. Any behavior, whether on ASANA or personal channels, that is contrary to the mission and values of the organization will not be tolerated and may be brought to the Ethics Committee for further review.

- Be polite and respectful, talk to others online as you would talk to real people in professional situations. This means you should not put down anyone, and you should not post statements that could be viewed as hate speech, malicious, obscene, threatening or intimidating.
- Treat any and all online posts as if they were completely public. Websites, Social media disclosures may remain online indefinitely. Always pause and think before posting. What you post could be used against you or the organization.
- Do not reflect the organization's stance on anything. Clearly and prominently state that the views you express are yours alone and not those of ASANA. Remember, you are ultimately responsible for your actions online.
- We respect everyone's right to express themselves freely, however, as a representative of ASANA all statements must align with the mission statement and values of the organization.
- Never disclose or post organizational proprietary information, which is defined as any and all confidential and/or proprietary knowledge, data or information of the organization, its affiliates, parents, and subsidiaries, which has economic value as a result of its remaining confidential.
- Do not create ASANA branded websites or social media accounts. ASANA has a website and designated channels on Facebook, Twitter, LinkedIn, Instagram, YouTube, and other social media sites. Do not create alternate ASANA-branded pages on these sites (e.g., names like "ASANA Kansas City", "Philly WS ASANA", or by using the ASANA logo), without the ASANA Board's written consent. However,

delegates are able to utilize the ASANA logo kit as intended by the ASANA Board.

- Do not announce organizational news. That's the job of the ASANA Board of Directors. Once the news is announced by ASANA externally, however, please feel free to share that information across your own social networks.

#### ASANA Accounts & Equipment Acceptable Use

ASANA equipment, accounts and emails are for ASANA related use only; do not use any equipment, accounts, and emails for personal use.

- The use of ASANA resources to access, further, or otherwise participate in activity which is inconsistent with the mission of the ASANA is prohibited. This includes, but is not limited to the following: illegal activity, sexually explicit material, hate speech, violent behavior & bullying, spam, hacking, etc.
- Protect yourself and ASANA. Be aware of cyber security in your social media activities. Participating in social media networks, both personal and professional, can put your data and your ASANA-owned equipment at risk.
- Choose your online connections as carefully as your in-person friends. Do not give in to flattery, especially when it comes from online people you haven't met and don't know.
- Do not download and install content (applications, music files, video files, etc.) provided in social media sites on your ASANA-owned equipment. This content often contains malicious code.
- Be cautious when receiving emails from social media sites asking to take action. Do not click on any hyperlink(s); it could be a phishing email. Instead, login directly into your account and verify the information requested was legitimate.
- Do not use your ASANA username and password to log in to any social media site. Instead, create a unique username and strong passwords for each site.
- Change your passwords at least every 90 days.
- Do not share your usernames and passwords with anyone.
- Do not configure your web browser to remember your password(s). If your computer gets infected or compromised, your credentials could be stolen.
- Ensure the URLs are legitimate because URLs can be spoofed to perform malicious actions.
- Keep your computer, mobile device up to date with the latest patches, upgrades, and software.

Upon departure from your position, which has been granted access to any electronic asset, access will be transitioned per ASANA policy. If any work is remaining to be completed in your position, you are expected to coordinate with the individual who has assumed ownership of your legacy asset(s).

## APPENDIX FIVE: CODE OF CONDUCT GRIEVANCE PROCESS

### ASANA CODE OF CONDUCT GRIEVANCE PROCESS (W21)

#### Grievance Process:

1. Code of Conduct Grievances must be submitted in writing to the ASANA Executive Director and Communications Director via email using the Grievance Form within 14 days of the alleged incident. (W22)(W24) Any supporting documents and witness statements shall be submitted at the time of the grievance. In accordance with Bylaw Article 11.7, an Ethics Committee Chair will be identified and responsible for overseeing this process. (W24)
2. The Ethics Committee Chair shall acknowledge receipt of the grievance within two business days and inform the submitter of a projected resolution timeline of the Grievance, which shall be no more than 21 business days from the date of acknowledgement. (W24) The Ethics Committee Chair will include the submitter's member city commissioner and ASANA Delegate on all communications, unless either individual is subject to the grievance. (W24)
3. The Ethics Committee Chair shall form an ad-hoc Ethics Committee within seven business days of the receipt of the grievance. (W24)
4. The Ethics Committee Chair shall notify the committee members via email within one business day of the full committee being identified and share the submission for review. All information is confidential and should be shared on a need-to-know basis. The committee members should not do their own investigation, their job is simply to review what is presented to them. (W22)(W24)
5. The Ethics Committee will validate that the Grievance Form is filled out accurately and completely and that the grievance is within scope of the code of conduct in question. This is not a review of the merits of the grievance, only that the information provided violates the Code of Conduct for which it is submitted. (W24)
  - a) If the grievance is found to be incomplete or not within scope, the Ethics Committee Chair will notify the submitter. The submitter can provide additional information to complete the form, or provide additional information to the scope of the grievance within seven business days under the same grievance. (W24)
  - b) If the grievance is complete and within scope, the Ethics Committee Chair shall notify the subject(s) of the Grievance and their Association's Commissioner, or the Qualifying Tournament Director, via email within one business day of the validated grievance form and share the submission for review. (W22)(W24)
6. The Ethics Committee Chair shall set up a Grievance Review Meeting to allow the submitter to present the grievance and allow the subject of the grievance to speak on the matter. The meeting shall occur within 14 business days of the acknowledgement of the

- Grievance. (W24) The Ethics Committee will be allowed to ask questions of those involved.
7. The Ethics Committee will then meet separately to review and discuss the Grievance and supporting documentation. The Ethics Committee will then vote on if there has been a violation of the Code of Conduct. If the majority opinion supports a violation of the Code of Conduct, then the Committee must also decide on the appropriate disciplinary action. Potential actions may include suspension, removal from elected office, removal from appointed position, loss of partnership, or expulsion. (W24)
  8. The Ethics Committee Chair will inform the ASANA Board and all parties involved via email of the final decision of the Ethics Committee within five business days of the decision.
  9. The Ethics Committee Chair will present a committee report to Member Association Commissioners and Delegates during the next Delegate Meeting. (W24)

#### Grievance Appeal Process:

1. The subject of the Grievance may appeal the decision and/or disciplinary action by submitting a request for a Special Council Meeting to the Ethics Committee Chair within 30 days of the Ethics Committee's decision. If a member association was given disciplinary action as part of the Ethics Committee decision, they may also appeal the decision by submitting a request for a Special Council Meeting to the Ethics Committee Chair within 30 days of the Ethics Committee's decision. (W22)
2. The Ethics Committee Chair must acknowledge receipt within two business days and schedule the Special Council Meeting to occur within 15 business days of the appeal request.
3. During the Special Council Meeting the Ethics Committee Chair will present the Grievance and final decision of the Committee. The subject of the Grievance will be allowed to speak on their behalf, asking for an appeal on the matter of the violation or the disciplinary action.
4. The ASANA Council will be allowed to ask questions, with no more than two questions or comments from each council member.
5. The ASANA Council will then vote on the appeal request. A vote of two-thirds is required to overturn the decision of the Ethics Committee. If the appeals request is on the matter of disciplinary action, then the Council is responsible for making a new motion for a replacement disciplinary action. A vote of two-thirds is required to support the new disciplinary action.
6. The ASANA Communications Director shall inform the Council and all parties involved via email of the final decision of the Council. If the ASANA Communications Director is the subject of the Grievance, then the Board of Directors will vote to appoint an alternative secretary to take the minutes of the Special Council Meeting and another Board Member will be responsible for informing the Council and all parties involved. (W24)

## **APPENDIX SIX: ADA POLICY**

### ADA Policy for ASANA Softball World Series Tournament (W24)

#### **Introduction:**

This policy outlines the commitment of the ASANA Softball World Series organization to providing equal access and opportunities to individuals with disabilities during the tournament. Our goal is to ensure that all participants, spectators, and staff have a positive and inclusive experience.

#### **Scope:**

This policy applies to all aspects of the ASANA Softball World Series Tournament, including but not limited to facilities, programs, services, and communications.

#### **Non-Discrimination:**

The ASANA Softball World Series is committed to providing equal opportunities for individuals with disabilities and will not discriminate against them in any aspect of the tournament.

#### **Accessibility of Facilities:**

We strive to make all tournament facilities accessible to individuals with disabilities. This includes but is not limited to parking areas, playing fields, restrooms, and seating areas. Efforts will be made to address any specific accessibility requests or requirements.

#### **Communication Accessibility:**

The ASANA Softball World Series is committed to ensuring that all information related to the tournament is accessible to individuals with disabilities. This includes event announcements, schedules, and any other communications. Alternative formats will be provided upon request.

#### **Assistance and Accommodations:**

Individuals with disabilities who require assistance or accommodations to participate in the tournament are encouraged to contact the tournament organizers in advance. Reasonable accommodations will be made to facilitate equal participation.

#### **Service Animals:**

Service animals are welcome at the ASANA Softball World Series Tournament. Participants and spectators with disabilities are allowed to bring their service animals into all areas of the event site.



**Emergency Evacuation:**

Provisions will be in place to ensure the safe evacuation of individuals with disabilities in the event of an emergency. Staff and volunteers will be trained on proper procedures to assist individuals with disabilities during evacuation.

**Feedback and Concerns:**

The ASANA Softball World Series organization values feedback from participants, spectators, and staff regarding the implementation of this ADA policy. Any concerns or suggestions for improvement can be directed to the tournament organizers.

**Review and Revision:**

This policy will be periodically reviewed and revised as needed to ensure its effectiveness and compliance with applicable laws and regulations.

This ADA policy aims to create an inclusive and accessible environment for everyone participating in or attending the ASANA Softball World Series Tournament.

## WRITTEN CONSENT OF DIRECTORS ADOPTING BYLAWS

We, the undersigned, are all of the persons named as the initial directors in the Bylaw Articles of Incorporation of ASANA, an Arizona nonprofit corporation (the "Corporation"), and, pursuant to the authority granted to the directors by these bylaws to take action by unanimous written consent without a meeting, consent to, and hereby do, adopt the foregoing bylaws, consisting of 64 pages, as the bylaws of the Corporation.

Date:	<hr/> Chair of the Board & Chief Executive Officer
Date:	<hr/> Communications Director
Date:	<hr/> Finance Director and Chief Financial Officer
Date:	<hr/> Director
Date:	<hr/> Director
Date:	<hr/> Director
Date:	<hr/> Director

## CERTIFICATE OF COMMUNICATIONS DIRECTOR

I certify that I am the duly elected and acting Communications Director of ASANA, an Arizona nonprofit public benefit corporation; that these Bylaws, consisting of 64 pages, are the Bylaws of this Corporation as adopted by the Board of Directors on \_\_\_\_\_; and that these bylaws have not been amended or modified since that date. *(Date)*

Executed on \_\_\_\_\_ at \_\_\_\_\_  
*(Date)* *(Location)*

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Name  
Communications Director