

**SOUTHERN AMATEUR HOCKEY
ASSOCIATION, INC.
BYLAWS
(Revised August, 2009)**

1.0 NAME

- 1.1 The name of this corporation is the Southern Amateur Hockey Association, Incorporated (hereinafter called "SAHA").

2.0 PURPOSE

- 2.1 The purpose of SAHA, in addition to any purposes set forth in the Articles of Incorporation of the organization, is as follows:

- (a) To encourage, foster and promote the development and growth of the sport of amateur hockey within the Southern Affiliate of USA Hockey, Inc.
- (b) To conduct certain affairs of USA Hockey, to assist in the governance of the Registered Association Members of USA Hockey and to regulate the sport of amateur hockey within the Southern Affiliate.
- (c) To encourage and develop the mental knowledge, skills, ability and sportsmanship of all participants with respect to the sport of amateur hockey.
- (d) To conduct and supervise hockey tournaments and to select representative Registered Team Members to participate in USA Hockey District, Regional and National Tournaments.
- (e) To develop, implement, and maintain a Screening and Abuse Policy, and other such policies as required by USA Hockey which assures SAHA participants that its coaches and administrators comply with principles and standards of conduct established by SAHA;
- (f) To do any and all acts desirable and in furtherance of the foregoing purposes and for the purpose of assisting and engaging in all activities which serve educational purposes, which are permitted by the Georgia Nonprofit Corporation Code, and which are permitted to be carried on by an organization exempt from Federal taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations issued pursuant thereto, as amended, or by an organization to which contributions made are deductible under Section 170(c)(2) of the Code and the Regulations.

- (g) In addition, the corporation is formed for the purpose of assisting and engaging in all activities which foster national and international amateur sports competition, which are permitted by the Act, and which are permitted to be carried on by an organization exempt from Federal taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations issued pursuant thereto, as amended (the "Regulations"), or by an organization contributions to which are deductible under Section 170(c)(2) of the Code and the Regulations.

3.0 NON-PROFIT STATEMENT

- 3.1 SAHA is and shall remain nonprofit, nonsectarian and nonpartisan.
- 3.2 SAHA does not contemplate pecuniary gain or profit to any member thereof and is organized solely for nonprofit purposes.
- 3.3 No substantial part of the activities of the Corporation shall consist of attempting to propose, support, oppose, advocate the adoption or rejection of, or otherwise influence legislation by propaganda or otherwise, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from Federal taxation under Section 501(c)(3) of the Code and the Regulations or the corresponding provisions of any subsequent Federal tax laws or by an organization contributions to which are deductible under Section 170(c)(2) of the Code and the Regulations or the corresponding provisions of any subsequent Federal tax laws.
- 3.4 No part of any net earnings of SAHA shall inure to the benefit of any Registered Team Member or any individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by a Director, Officer, employees, or agents and to pay principal and interest at a reasonable rate not exceeding current market rates on funds loaned or advanced by a Director or Officer of the Corporation.

4.0 LOCATION OF OFFICES

- 4.1 Principal Office: The principal office for transaction of business of SAHA shall be located within the Southern Affiliate, at such place or places as may be designated by the Board of Directors from time to time. Unless otherwise resolved, however, the principal office will be the home address of the Secretary of SAHA.

4.2 **Change of Principal Office:** The Board of Directors shall have full power and authority to change the principal office of SAHA from one location to another within the Southern Affiliate. Any such change shall be made by resolution, but shall not be considered an amendment to these Bylaws.

5.0 DEFINITIONS

5.1 **USA Hockey:** The national governing body for the sport of amateur hockey, pursuant to the Amateur Sports Act of 1978, as amended and the duly authorized representative of the International Ice Hockey Federation (IIHF) with exclusive jurisdiction over the conduct of play of the sport of amateur hockey as sanctioned by the IIHF within the United States of America.

5.2 **Affiliate:** The Southern Amateur Hockey Association, Incorporated (SAHA).

5.3 **Association:** Any active amateur hockey association or club that has six (6) or more Registered Members which actively engage in the sport of hockey within the jurisdiction of the Southern Affiliate and who are properly registered with both USA Hockey and SAHA.

5.4 **Association Member:** Any association that is granted membership in SAHA in accordance with Article 10.0 of these Bylaws.

5.5 **Registered Member:** Any Member currently registered and in good standing with both USA Hockey and SAHA.

5.6 **Association Representative:** Each Registered Association shall be entitled to select one person who shall register with the SAHA Secretary by September 1st of the upcoming season as the Association representative. This representative shall be entitled to vote on the Association's behalf, in person or by proxy, on all matters whereby such an Association vote is warranted or required.

5.7 **League:** Any group of Association Members or Registered Teams that are organized together for the purpose of scheduling and playing games on a regular basis.

5.8 **Local Governing Body:** Any Team, Club, or League recognized by SAHA which has initial, primary authority and responsibility to conduct its affairs and programs; including, at a minimum, the conduct of its directors, officers, players, parents, coaches, minor officials, administrators, fans, participants and members within its participant program.

5.9 Zones - SAHA is responsible for the jurisdiction and enforcement of SAHA and USA Hockey policies, Bylaws, Rules and Regulations in Georgia, Alabama, Tennessee, Louisiana, Mississippi, and Arkansas.

6.0 USA HOCKEY PREEMINENCE

6.1 SAHA, an Affiliate of USA Hockey, shall abide by and act in accord with the Articles of Incorporation, By-laws and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of SAHA.

Further, SAHA (i) shall assist USA Hockey in the administration and enforcement of the Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey, within and upon its members and/or within its jurisdiction and (ii) agrees to be guided by the core values of USA Hockey as set forth in the Affiliate Agreement signed by SAHA and USA Hockey.

6.2 Nothing contained herein, however, shall be construed to delegate the duties or responsibilities of SAHA's Directors or Officers to USA Hockey, its officers, directors, agents or employees, nor shall this provision be construed to prevent SAHA from implementing rules, policies and procedures which may be more stringent than those of USA Hockey providing such rules, policies or procedures do not conflict with those of USA Hockey.

7.0 INDEMNIFICATION

7.1 SAHA, an Affiliate of USA Hockey, shall indemnify and hold harmless USA Hockey, the Board of Directors of USA Hockey and each member thereof, the Standing Committee of USA Hockey and each member thereof, the councils and committees of USA Hockey and each member thereof, and all other elected, appointed, employed or volunteer representatives of USA Hockey from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of SAHA, except to the extent (i) that USA Hockey or its aforescribed representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default, or (ii) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of USA Hockey.

7.2 SAHA understands and acknowledges that USA Hockey and its aforescribed representatives have assumed each assignment, function,

office or capacity upon the express understanding, agreement, and condition that they may be so indemnified and held harmless to the extent described by these Bylaws.

- 7.3 USA Hockey shall reasonably cooperate with SAHA in any litigation and provide reasonable support in connection therewith, including but not limited to, advice and testimony upon reasonable request; provided however, that such cooperation shall not require USA Hockey to incur any out-of-pocket expense not reimbursed by SAHA.

8.0 SAHA PREEMINENCE

8.1 Each Registered Team Member and/or Association Member of SAHA shall adopt bylaws, or other operating procedures not inconsistent with these Bylaws. In the event of conflict with the charter, bylaws, or other operating procedures of any Registered Team Member or Association Member, these Bylaws shall take precedence over and shall govern all SAHA's Registered Team Members and Association Members.

9.0 REGISTERED TEAM AND ALLIED MEMBERS

- 9.1 **Registered Team Members:** Any active amateur hockey team located in the Southern Affiliate, properly registered and in good standing with both USA Hockey and SAHA shall be eligible for full membership in SAHA and, upon compliance with all provisions of the Rules and all rules and regulations of SAHA, shall be deemed a Registered Team Member in good standing and entitled to exercise all rights and privileges as that status may accord.
- 9.2 **Allied Members:** Any person or organization interested in or involved in the conduct of hockey within the Southern Affiliate shall be eligible to become an Allied Member of SAHA, including, but not limited to, parents, coaches, out-of-state teams, officials, facility or rink owners. Allied Members shall be non-voting members of SAHA.
- 9.3 **Member Compliance:** All players, teams, associations, leagues, groups, individuals or other organizations affiliated or registered with SAHA shall, by their affiliation or registration, be deemed to have indicated their willingness to comply with the Bylaws and the Rules and Regulations of SAHA and USA Hockey, and shall be subject to the rules and regulations thereof.
- 9.4 **Suspension:** All players, teams, associations, leagues, groups, individuals or other organizations suspended by USA Hockey shall be automatically suspended by SAHA and shall remain suspended unless and until such suspension is lifted by USA Hockey.

9.5 **Right of Membership Refusal:** The Board of Directors shall have the right and discretion to refuse membership in SAHA to any players, teams, associations, leagues, groups, individuals or other organizations within the criterion established by USA Hockey.

10.0 ASSOCIATION MEMBERS

10.1 Any active amateur Association, which is properly registered and in good standing with both USA Hockey and SAHA shall be eligible to become an Association Member if it meets the requirements set forth herein.

10.2 The purpose of Association Member status within SAHA is to allow Registered Association Members to be represented within the SAHA by a duly elected representative of their organization and to allow Registered Team Members the right to participate in SAHA sanctioned events in accordance with established SAHA Rules and Regulations.

10.3 An Association Member shall be an organization that has been duly organized as a non-profit or for-profit corporation, a limited liability company, a sole proprietorship, a partnership or an association in the Southern Affiliate.

10.4 Association Member status may be acquired by written application to SAHA on a membership application form which shall include, as a minimum, the following information:

- Name of the Association
- Location
- Names, addresses and phone numbers of principal officers, including Registrar and Association Representative (for voting purposes)
- Proposed number of players and teams, and level of those teams

10.5 The Association Member application shall also be accompanied by the following:

- (a) All prescribed fees (if any);
- (b) A certified copy of the applicant's Articles of Incorporation, Partnership Agreement, Association Agreement, Constitution, Bylaws or other governing documents;
- (c) A signed SAHA Affiliate agreement confirming compliance with all provisions of the Articles, Bylaws and Rules and Regulations of both SAHA and USA Hockey.

10.6 As a minimum, each Association Member's governing documents and/or operating procedures shall:

- (a) Include Article 6.0 - USA Hockey Preeminence; 7.0 - Indemnification and Article 8.0 - SAHA Preeminence as stated in these Bylaws.
- (b) Clearly define the method of electing Association representatives as outlined in Article 11.0 - Voting Rights.
- (c) Define a dispute resolution process compatible with SAHA and USA Hockey requirements.
- (d) Contain a Screening and Abuse Policy and other such policies which complies with USA Hockey requirements.
- (e) Ensure each constituent Registered Team Member reasonable information relating to utilization of fees charged for participation in the Association in which they are participating.

10.7 Any organization granted Association Member status within SAHA shall be deemed an Association Member in good standing and shall be entitled to exercise all rights and privileges as that status may accord.

10.8 All teams belonging to an Association Member must be registered with both SAHA and USA Hockey. Any Association Member that fails to register any teams with both SAHA and USA Hockey by December 31st of the then current playing season or fails to register all of their teams with both SAHA and USA Hockey by February 28th of the then current playing season shall be subject to immediate suspension by the SAHA President and/or loss of their Association Member status as determined by majority vote of the Board of Directors.

10.9 **Member Compliance:** All associations, leagues, groups, individuals or other organizations affiliated or registered with SAHA shall, by their affiliation or registration, be deemed to have indicated their willingness to comply with the Bylaws and the Rules and Regulations of SAHA and USA Hockey, and shall be subject to the rules and regulations thereof.

10.10 **Suspension:** All associations, leagues, groups, individuals or other organizations suspended by USA Hockey shall be automatically suspended by SAHA and shall remain suspended unless and until such suspension is lifted by USA Hockey.

11.0 VOTING RIGHTS

11.1 Election of Association Member Representatives:

- (a) Each organization granted Association Member status within SAHA shall be entitled to send a representative to the SAHA Annual Meeting. This representative shall be entitled to represent and vote on behalf of the constituent Registered Members of that Association Member as set forth in these Bylaws.
- (b) Association Representatives shall be selected by their Registered Members in an open, democratic manner with each Registered Member in good standing registered with that Association Member as of February 28th of the then current playing season being eligible to cast one (1) vote for the representative of their choice. Each Association Member may obtain a list of all Registered Association Members and their designated Representative registered within SAHA from the USA Hockey Registrar or his designee on or before March 31st of each playing season. Association Member representatives shall be selected by his or her respective constituent Registered Members and the certified selection results submitted in writing to SAHA by an officer of the Association Member on or before April 30th of the then current hockey season. Proxy or cumulative voting is not allowed for the selection of Association Member representatives. Voting by ballot for Association Member representatives is encouraged and, on the request of any Registered Team Member, must be done by ballot.
- (c) Association Member representatives shall be seated and recognized at the SAHA annual meeting, provided the above requirements have been certified by the Representative in writing as having been met.

11.2 Registered Association Member Voting

- (a) Subject to the procedures established herein, Registered Association Members entitled to vote at any SAHA Annual or Special Meeting of Registered Association Members shall be permitted to vote or act by written proxy for all those matters subject to a vote of Registered Association Members; provided, however, that nothing contained in such proxy may irrevocably bind the proxy holder to cast his or her vote in any manner concerning modification, addition, or deletion of SAHA policy, and the proxy holder shall be entitled to participate in debate or discussion and cast his or her vote in his or her sole discretion; but, provided further, however, that a proxy solicited by and given in accordance with a direction or instruction to cast a vote for a particular candidate for election to office shall irrevocably bind the holder of the proxy to cast his or her vote accordingly.

- (b) Any proxy given by a Registered Association Member shall be in writing, shall specify the purpose of the proxy and shall be signed by the representative of such Registered Association Member.
- (c) The Association Member representative shall deliver a copy of all written proxies by its Registered Association Members to the Secretary of SAHA at least seventy-two (72) hours prior to the SAHA Annual Meeting or such other Special Meeting as may be called. The SAHA Secretary shall maintain the proxies for each meeting for a period of not less than three (3) years from their date, after which they may be discarded.
- (d) Any proxy shall be good for a period of no longer than eight (8) months and shall be fully revocable at any time by written or oral notice from the team representative of such Registered Association Member to the SAHA Secretary prior to the commencement of voting at any meeting.
- (e) Any Registered Member not wishing to give its proxy vote to its Association representative may elect to give it to the SAHA Secretary or to another qualified voting member of SAHA in the same manner as prescribed in Paragraphs (b) and (c) above. The SAHA Secretary shall be entitled to cast such proxy votes as specifically directed in writing by the Registered Member. If no written direction is given, the Registered Member may designate which of the Officers or elected Board members shall cast the votes at his/her discretion.
- (f) All written proxies shall comply with the Laws of the State of Georgia
- (g) Any Registered Member not wishing to cast its vote by proxy is entitled to send its representative to any SAHA Annual Meeting or Special Meeting to cast such vote directly.

12.0 FEES AND DUES

- 12.1 The SAHA Board of Directors shall establish dues and such other fees to be paid by each Registered Member and/or Allied Member. Such dues and fees shall be based upon an approved annual budget, which will be established and accepted at the SAHA Annual Meeting.
- 12.2 In addition to any such Registered Member and/or Allied Member dues or fees, the Board of Directors may establish fees for Association Members within the SAHA. The amount of such fees, if any, shall accompany the Association Member application.

- 12.3 Failure to pay fees or dues as prescribed shall cause the loss of good standing of the Association Member, Registered Member or Allied Member and may result in suspension or expulsion from SAHA and USA Hockey.

13.0 BOARD OF DIRECTORS

- 13.1 The affairs of SAHA shall be governed and managed by a Board of twelve (12) Directors elected by majority vote of the Registered Members from the Association in which the Director resides. Three (3) Directors shall reside in Georgia, three (3) Directors shall reside in Tennessee, three (3) Directors shall reside in Alabama and one (1) Director shall reside in Arkansas, Louisiana and Mississippi.

(a) By March 31st of each year, the President of each Association Member shall obtain a list of Registered Members, as registered with their Association as of February 28th from the USA Hockey Registrar or his designee. A copy of said list shall be provided to the SAHA Secretary no later than April 1st each year.

- 13.2 The number of Directors may be increased by majority vote of all Registered Members located within the Southern Affiliate; provided, however, that the representation on the Board of Directors of each Zone within the Southern Affiliate shall be proportionate to the number of Registered Members from each respective Zone. The determining factor in assessing and determining proportionate representation on the Board of Directors by Zone shall be the number of Register Members properly registered with their Association, SAHA and USA Hockey as of February 28th of the year of the election.
- 13.3 Any person interested in serving as a SAHA Director shall be eligible for election provided they are in good standing with both USA Hockey and SAHA.
- 13.4 **USA Hockey Directors/Registrars:** USA Hockey Directors and Registrars/Associate Registrars residing in the Southern Affiliate shall be ex-officio members of the Board of Directors until such time as they are replaced except that such person(s) shall have no vote upon any matter coming before the SAHA Board of Directors.
- 13.5 **Other Members of the Board:** From time to time the Board of Directors may add or appoint additional non-voting Allied Members to the Board of Directors. These people shall be appointed where the Board of Directors feels that their presence and contribution is necessary for the good of SAHA. It is recommended that the USA Hockey Risk Manager, USA

Hockey State Referee in Chief, and the Coaching Program Director be appointed to the Board of Directors as non-voting members.

- 13.6 **Duties of the Board of Directors:** The duties of the Board of Directors shall be as set forth in Addendum B hereto.
- 13.7 **Terms of Directors:** Each Director shall be elected for a term of three years. Nothing contained herein shall prohibit a Director from serving consecutive terms of office. Terms of the Directors shall be staggered. A Director then in office shall remain in office until such time as his or her successor is elected.
- 13.8 **Voting by Directors:** Each Director shall be entitled to one (1) vote. In the event of a tie vote, the SAHA President shall cast the tie-breaking vote; provided, however, that he or she may not cast a vote both as President and as a Director on any matter coming before the Board.

14.0 METHOD OF ELECTION OF SAHA DIRECTORS

- 14.1 **Nominations for SAHA Directors:** Nominations for SAHA Directors must be received, no later than May 1st of each year, by the SAHA Secretary or such other person designated in writing by the SAHA Board of Directors. Nominations shall be accompanied by a brief written statement about the nominee outlining his/her hockey-related experience, if any, and his/her interest or reason for running as a SAHA Director. The list of candidates for SAHA Directors shall be mailed to all Association Members and to Registered Members that are not represented by a Association Member no later than June 1st of the year of the election. In addition to mailing the list of candidates the SAHA Secretary shall cause the list to be posted on the SAHA web site. The mailing and web site posting shall set forth how the Association Member representatives may vote by mail or by electronic communication.

14.2 Voting for SAHA Directors

- (a) The election of SAHA Directors shall be completed by June 30th of the year of the election by the Association Member representatives.
- (b) Voting for Directors may begin immediately upon listing of the candidates by the SAHA Secretary as described in 14.1 above. Association Member representatives may vote for a candidate by mail or electronic communication in accord with the procedure set forth by the SAHA Secretary.
- (c) There shall be no cumulative voting for SAHA Directors. Each State shall elect its Directors who shall represent the interests of the State,

but who shall be bound to act in accordance with the best interests of SAHA.

- (d) The SAHA Secretary shall determine the eligibility of each Association Member representative casting a vote and shall tally and certify the results of each election after June 30th of the election year. The SAHA Secretary shall inform the Officers and Directors of SAHA, the candidates, as well as the Association Members of the results of all elections by mail or electronic communication. The Secretary shall also cause the results of all elections to be posted on the SAHA web site.

14.3 **Seating of SAHA Directors:** SAHA Directors shall be seated at the Annual Meeting of the SAHA Board of Directors which shall immediately follow the SAHA Annual Meeting of Registered Members.

14.4 **Removal and Replacement of SAHA Directors:** Any SAHA Director who fails to attend two (2) or more consecutive meetings may be removed by an affirmative vote of eight (8) or more directors present at a duly held Director's meeting; provided, that the removal is placed on the meeting agenda prior to the meeting and the Director to be removed is given written notice of the proposed action no less than seventy-two (72) hours prior to the meeting. The SAHA Board may replace the removed Director with another individual by a majority vote of the remaining directors at a duly held Director's Meeting. The replacement director shall remain in office for the unexpired term of the Director who was removed.

15.0 OFFICERS

15.1 The Officers of SAHA shall be elected by a majority vote of the voting members of the Board of Directors for the following offices, as a minimum:

- President
- First Vice President/Chairman of Dispute Resolution Standing Committee
- Secretary/Statistician
- Treasurer

15.2 The Officers of SAHA may be elected at the Annual Meeting of the Board of Directors but in no event shall such election take place any later than thirty (30) days after the Annual Meeting of the Board of Directors.

15.3 The President, First Vice President, Secretary and Treasurer shall be elected from the Board of Directors.

- 15.4 The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one (1) or more assistant treasurers, as it shall deem desirable. Such officers shall have the authority and shall perform the duties prescribed from time to time by the Board of Directors.
- 15.5 The Board of Directors may also appoint a paid administrator who shall be responsible for assisting the Board of Directors, the Officers and the Standing Committees in performing all of the various administrative tasks required to fulfill their obligations and duties on behalf of SAHA. The amount and types of reimbursement for such administrator shall be determined by the Board of Directors. Any such administrator shall not be a member of the SAHA Board of Directors, an Officer of SAHA or an officer or board member of any other hockey association within the Southern Affiliate.
- 15.6 The President shall be elected for a term of two (2) years. Elections for President shall occur on even numbered calendar years. He/she shall act as chairman of the Board of Directors but shall have no vote except in the event of a tie vote by the Directors, in which case he/she shall cast the tie-breaking vote. All other Officers shall serve a term of one (1) year. Nothing contained herein shall prohibit an Officer from being re-elected for consecutive terms except for the President who may serve no more than three (3) consecutive two-year terms. Of the offices established above, no two (2) or more offices may be held by the same person at the same time.
- 15.7 Any Officer who is unable or unwilling to complete his/her full term of service for which the officer was elected, shall be replaced by a majority vote of the Board of Directors.
- 15.8 Any Officer or agent, elected or appointed by the Board of Directors, may be removed from office by a vote of two-thirds (2/3) of the Board of Directors entitled to vote on the issue, whenever, in the Board's judgment, the best interest of SAHA would be served thereby, but such removal shall be without prejudice to subsequent re-election or appointment.
- 15.9 The following order of succession shall apply in the event the President is unable or unwilling to perform his/her duties during a meeting:
- First Vice President
 - Secretary
 - Treasurer
- 15.10 The duties of the Officers shall be as set forth in Addendum C hereto.

16.0 STANDING COMMITTEES

16.1 The SAHA Board of Directors shall establish, as a minimum, the following Standing Committees:

- SAHA Youth Committee
- SAHA Adult Committee
- SAHA Girls/Women Committee
- SAHA Disciplinary/Disputes Resolution Committee
- SAHA Tournament Committee
- SAHA High School Committee
- SAHA Tier 1 Committee
- SAHA Rink Liaison Committee
- SAHA Junior Committee
- SYHL Committee

16.2 Except for the Chair of the Committee who shall be elected by the Board of Directors, the members of these Standing Committees may be appointed at the Board of Directors Annual Meeting by a majority vote of the Board of Directors then in office, but in no event shall such appointments take place any later than thirty (30) days after the Annual Meeting of the Board of Directors. The SAHA President shall have the absolute right at his or her discretion to appoint one (1) person of his/her choosing to each Standing Committee who shall be neither an Officer nor a Director of SAHA but who may be an Officer or Director of any other Association or League.

16.3 The members and duties of each Standing Committee shall be as set forth in Addendum D hereto. As a minimum, one (1) or more Directors shall serve on each Standing Committee. The SAHA President shall also serve as an ex-officio member of each Standing Committee if not otherwise appointed to that committee but shall not vote nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity. The SAHA President shall serve as a liaison between the Standing Committees and the SAHA Board of Directors.

16.4 The Board of Directors may, at any time, establish such other Standing Committees as it shall deem desirable or necessary. Members of such other Standing Committees shall be appointed by a majority vote of the Board of Directors and such Standing Committees shall have the authority and shall perform the duties prescribed from time-to-time by the Board of Directors.

16.5 Any Standing Committee member who is unable or unwilling to complete his/her full term of service for which the member was appointed, shall be replaced by a majority vote of the Board of Directors.

- 16.6 Any Standing Committee member appointed by the Board of Directors may be removed from the committee by a vote of two-thirds (2/3) of the Board of Directors whenever, in the Board's judgment, the best interest of SAHA would be served thereby, but such removal shall be without prejudice to subsequent re-appointment or appointment to another Standing Committee.
- 16.7 The objectives, programs, budgets and fees proposed by each Standing Committee shall be subject to the approval by majority vote of the full SAHA Board of Directors.
- 16.8 Nothing herein should be construed that the Standing Committees are to be organized in an identical manner nor that the objectives and programs of the Standing Committees will be the same. At a minimum, each Standing Committee will have a Chairperson.
- 16.9 Each Standing Committee shall be allowed to place items on the agenda of the SAHA Board meetings under their respective Standing Committees to be voted on as any other agenda item in the prescribed manner.

17.0 EXONERATION FROM PERSONAL LIABILITY

- 17.1 SAHA hereby consents and declares that each Officer, members of the Standing Committees, chairman and members of all other committees, and all elected or appointed officers, agents, administrators, and officials in any capacity, shall be deemed to have assumed office or assignment on the express understanding, agreement and condition that each one of them and his/her heirs, executors and administrators, estate and effects respectively, shall from time-to-time and at all times be indemnified and saved harmless out of the funds of the SAHA from and against all liabilities, judgments, costs, charges and expenses whatsoever which such member sustains or incurs in or about any action, or suit or proceeding which is brought, commenced or prosecuted against him or her for and in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in or about the execution of the duties of his/her office and also from and against all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his/her own willful neglect, intentional wrongful act or fraudulent act.
- 17.2 SAHA shall maintain Directors and Officers insurance in effect at all times.

18.0 MEETINGS

18.1 Registered Association Member Meetings

- (a) Registered Association Member meetings may be called by the President, by a written request of no fewer than two-thirds (2/3) of the Board of Directors or by a written request of no fewer than sixty percent (60%) of the Association Members. At all such meetings, Registered Members may be represented by their duly elected Association Member representative.
- (b) All Registered Association Member meetings shall be held on no less than thirty (30) days' written notice to those entitled to attend.

18.2 **Board of Directors Meetings**

- (a) Regular meetings of the Board of Directors shall be held in December/January and August of each year. The December/January and August meetings should precede the USA Hockey Mid-Annual and Annual Meetings if possible.
- (b) At the annual meeting of the Board of Directors, Officers and members of Standing Committees shall be elected and/or appointed as the case may be, USA Hockey Directors shall be elected (if the term of a Director is expiring), and such other policy matters as may come before the Board shall be addressed and resolved.

18.3 **Standing Committee Meetings:** Meetings of Standing Committees shall take place as needed. It is recommended that the Disputes Resolution Committee meet monthly from September through April of each playing season. These meetings may take the form of conference call or email session.

18.4 **Action by Ballot**

- (a) Any action which may be taken at a regular or special meeting of SAHA may be taken without a meeting. If an action is taken without a meeting, SAHA shall distribute a written ballot to every person entitled to vote on the matter. The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposed action, and provide a reasonable time of not less than thirty (30) days, nor in any event, later than May 30th of any year in which such action is to be taken within in which to return the ballot to SAHA. The number of votes cast by ballot must equal or exceed the quorum required to be present at a meeting authorizing the action, and the number of approvals must equal or exceed the number of votes that would be required to approve at a meeting at which the

total number of votes cast was the same as the number of votes cast by ballot.

- (b) Ballots shall be solicited in a manner consistent with the requirements of giving notice of Registered Association Member meetings as set forth in these Bylaws and of voting by written ballot as set forth above. All such solicitations shall indicate the number of responses needed to meet the quorum requirement with respect to ballots and shall state the percentage of approvals necessary to pass the measure submitted. The solicitation shall specify the time by which the ballot must be received in order to be counted.
- (c) The form of written ballots shall afford an opportunity on the form of written ballot to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time the written ballot is distributed, to be acted on by such written ballot. The form shall also provide, subject to reasonable specified conditions, that where the person solicited specifies a choice with respect to any such matter the vote must be cast in accordance therewith.
- (d) Unless otherwise provided in the Articles of Incorporation of SAHA or these Bylaws, a written ballot may not be revoked once it has been deposited in the United States Mail or otherwise delivered to the SAHA Secretary or his designee.

18.6 Action by Other Means: Any action which may be taken at a meeting of the Board of Directors or Standing Committee, may also be taken without a meeting if authorized in writing by all the persons entitled to vote upon such action with said writing being signed by all of such voting persons and then tabulated and recorded on the minutes of the next meeting. This shall include actions taken by electronic mail providing all parties involved in such communications can receive and respond to such actions. The content and substance of any such e-mail conferences shall be recorded in writing and distributed promptly to all participants, the Board of Directors and Officers of SAHA.

19.0 QUORUMS

19.1 Quorum for Registered Association Member Meetings: A majority of the Registered Association Members registered with both USA Hockey and SAHA as of February 28th of the current playing season plus one (1) must be present in person or be represented by Association Member representatives or by proxy at a meeting to constitute a quorum for the transaction of business at any meeting of Registered Association Members. A duly called or held meeting at which a quorum is present, may continue to do business until adjournment even after withdrawal of Registered

Association Members or their representatives which may leave less than a quorum in attendance.

19.2 Quorum for Meetings of the Board of Directors and Standing Committees

- (a) A majority of the Directors then seated in office shall constitute a quorum for transaction of business by the Board of Directors, provided that at least one (1) Director from Alabama, Georgia, and Tennessee as well as one (1) Director from Arkansas, Louisiana, or Mississippi is present.
- (b) A majority of the respective Committee members shall constitute a quorum for the transaction of any Standing Committee business.
- (c) A duly called or held meeting at which a quorum is present, may continue to do business until adjournment even after withdrawal of Directors or committee members which may leave less than a quorum in attendance.

20.0 CONTRACTS, CHECKS, DEPOSITS, FUNDS AND FISCAL YEAR

20.1 Contracts: The Board of Directors may authorize any officer or officers, agent or agents, of SAHA, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of SAHA and such authority may be general or confined to specific instances.

20.2 Checks, Drafts, etc.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of SAHA shall be signed by such officer or officers, agent or agents of SAHA and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination of the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President of SAHA in the event the amount of said instrument is in excess of \$1,000.00. Instruments in amounts less than \$1,000.00 may be signed by the Treasurer or President alone, or for more than \$1,000.00, if instructed by the Board of Directors.

20.3 Deposits: All funds of SAHA shall be deposited from time to time to the credit of SAHA in such banks, trust companies or other depositories as the Board of Directors may select.

- 20.4 **Gifts:** The Board of Directors may accept on behalf of SAHA any contribution, gift, bequest or devise for the general purposes or for any special purpose of SAHA.
- 20.5 **Reporting:** The SAHA Treasurer shall provide the Board of Directors with an itemized listing of all checks issued and deposits made on a semi-annual basis.
- 20.6 **Fiscal Year:** The fiscal year of SAHA shall begin on August 1 and end on July 31 of the following year.
- 20.7. **Bond:** Any person having control of or signatory authority of checks, drafts, accounts, receipts, cash, contributions, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of SAHA or received for the benefit of SAHA shall obtain a bond in an amount to be fixed by the Board of Directors of SAHA sufficient to protect SAHA against loss or damage.

21.0 AMENDMENTS

- 21.1 **Bylaw Amendments:** Unless the action would materially or adversely affect the rights of Registered Association Members to voting, Bylaws may be adopted, amended, or repealed by the Board of Directors by a vote of two-thirds (2/3) of the Directors present at the SAHA Annual Meeting or by a vote by eighty percent (80%) of the Directors present at any other duly held meeting of the Board of Directors, except as provided in Georgia Corporations Code with respect to required and optional number of directors, term of office, filling vacancies, quorums, proxy voting, and cumulative voting.
- 21.2 **Bylaw Amendments Affecting Registered Association Member Voting Rights:** Amendments or alterations to these Bylaws affecting the voting rights of Registered Association Members shall be made only at the Annual Meeting of SAHA after specific notice to the President and Secretary of SAHA has been given, in writing, not later than thirty (30) days prior to the scheduled date of said meeting. The Secretary shall communicate such proposed amendments or alterations to each member of the Board of Directors and the Registered Association Members no later than May 1st of any year in which such amendment is proposed. Notice to the Registered Association Members may be given through their Association.
- 21.3 **Approval of the Registered Association Members:** A majority vote of the Registered Association Members entitled to vote and present at a meeting duly called and held is required for the adoption of any amendment or

alteration to these Bylaws that affect the voting rights of a Registered Association Member.

- 21.4 **Distribution of Bylaws and Rules:** Prior to December 31st of each playing season, SAHA shall provide a copy of its current Bylaws and Rules and Regulations to each Registered Association Member registered with SAHA and to the Standing Director of USA Hockey.

22.0 BOOKS AND RECORDS

- 22.1 SAHA shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and Standing Committees, and shall keep at its principal office records giving the names and addresses of members of the SAHA Board of Directors entitled to vote. All books and records may be inspected by any Member or his agent or attorney for any proper purpose at any reasonable time and with reasonable notice.
- 22.2 SAHA shall provide a copy of all federal and state tax returns and state agency filings to the Executive Director of USA Hockey no later than three months after the completion of its fiscal year.

23.0 WAIVER OF NOTICE

- 23.1 Whenever any notice whatsoever is required to be given under the provisions of the General Corporation Law of Georgia, or under the provisions of the Articles of Incorporation or by the Bylaws of SAHA, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

24.0 JURISDICTION

- 24.1 SAHA shall have the sole and exclusive jurisdiction to conduct the affairs of SAHA and USA Hockey, to govern the Registered Members of USA Hockey as defined in the USA Hockey Constitution, and to regulate amateur competition in the sport of hockey within the geographical confines of the Southern Affiliate under the Bylaws and Regulations of SAHA and the Constitution, Bylaws, Regulations and Affiliate Agreement of USA Hockey.

25.0 DISPUTE RESOLUTION

- 25.1 It is the express purpose of this Article to establish a fair and orderly process for the resolution of disputes within the SAHA and to strongly

recommend that all Registered Members and Association Members of SAHA utilize that process. In that connection, SAHA expressly adopts the USA Hockey Dispute Resolution procedure set forth in USA Hockey Bylaw Section 10, as it now exists or may hereafter be amended.

- 25.2 The power to suspend any individual or Registered Association Member shall be with a local governing body in accordance with their rules and regulations and in accordance with USA Hockey Bylaw Section 10. Whomever is vested with that authority within the local governing body shall conduct a hearing. All parties involved in the incident and witnesses thereto should be given the opportunity to give his or her version of the facts. Any individual or Registered Association Member suspended for a period of more than thirty (30) days by a local governing body shall have the right to appeal such suspension to the SAHA Disciplinary/Dispute Resolution Standing Committee.
- 25.3 **Submission to Dispute Resolution Procedure.** Each Registered Member, Allied Member, and other person within the jurisdiction of SAHA and/or USA Hockey (including, but not limited to each parent, guardian, agent or other person, and each Affiliate Association, league, club, sponsor, facility or other group or organization) agrees to abide by this Dispute Resolution Procedure by virtue of their membership, affiliation or participation at any time in SAHA, USA Hockey or a sanctioned SAHA, USA Hockey game or program, and agrees to forego completely any remedy and any recourse to court regarding the matters expressly or impliedly covered by the Dispute Resolution procedure.
- 25.4 **Failure to Follow Process.** In addition to any other sanctions applicable hereunder, the failure to follow and abide by the Dispute Resolution Procedure may subject a Member, and any person or entity representing, participating with or aiding such Member, to the following:
- (a) Liability for any and all expenses and costs, direct and indirect, and including reasonable court costs and attorney fees and the value of volunteer time, incurred by SAHA and USA Hockey, and their directors, officers, or agents; and
 - (b) Immediate suspension and/or disqualification from membership and forfeiture of the right to participate in SAHA, USA Hockey or any of their sanctioned events.
- 25.5 In the event a controversy or dispute arises regarding the construction, interpretation, or application of the Constitution, Bylaws, Rules and Regulations, decisions of the Board of Directors of SAHA or USA Hockey, or decisions of the Association Members, Leagues, Clubs, Agents or appointees of SAHA or USA Hockey, the dispute shall first be submitted to the SAHA Disciplinary/Dispute Resolution Standing Committee for

resolution in accordance with Rules and Regulations governing the appeals process. Such appeal must be submitted in writing to the SAHA First Vice President no later than ten (10) days after a hearing and a decision was rendered, or after a hearing was refused by the local governing body. The SAHA Disciplinary/Dispute Resolution Standing Committee will review the appeal in no more than thirty (30) days after the appeal was submitted.

- (a) The written Notice of Appeal shall contain the name, address and telephone number of the party presenting the appeal, a brief statement of the decision or inaction for which the Appeal is made, and be accompanied by any documentary evidence or writings relevant to the appeal.
- (b) The written Notice of Appeal shall be accompanied by the \$250.00 bond as set forth in Section 25.8.
- (b) The decision of the SAHA Disciplinary/Dispute Resolution Standing Committee shall be announced orally at the time of hearing and reduced to writing within forty-eight (48) hours of the hearing. A copy of such written decision shall be transmitted to the SAHA President and the SAHA Secretary and the parties to the Appeal within forty-eight (48) of the hearing.

25.6 Appeal

- (a) To appeal a decision of the SAHA Disciplinary/Dispute Resolution Committee, either party to the dispute submitted to the SAHA Disciplinary/Dispute Resolution Standing Committee may appeal the decision of that committee to the Board of Directors in accordance with procedures set forth in the SAHA Rules and Regulations. The appeal shall be considered by the Board of Directors at the next regularly scheduled meeting of the Board or, in the event the decision of the SAHA Disciplinary/Dispute Resolution Standing Committee would deprive a member of rights which would be irremediable at the time of the next regularly scheduled Board meeting, the Board may be telephonically polled to determine whether the decision of the SAHA Disciplinary/Dispute Resolution Standing Committee shall be ratified, modified or overruled. Each member of the Board shall be sent or supplied with a copy of the decision of the SAHA Disciplinary/Dispute Resolution Standing Committee prior to polling. The polling shall be conducted by SAHA legal counsel or such other independent person as the President may select and the results announced within forty-eight (48) hours, or such shorter time as may be feasible in the circumstances.
- (b) There shall be no appeal to USA Hockey for any dispute involving playing rules or suspensions resulting therefrom, and all other appeals to USA Hockey, if permitted by USA Hockey's Dispute Resolution procedure, shall be in accordance with the Rules of USA Hockey governing such disputes.

25.7 **Sanctions:** Each individual Registered Member, Association Member, and their agents or representatives shall confine the resolution of disputes with SAHA to the process described herein and to the process set forth in the SAHA Rules and Regulations. Therefore, any recourse directly to USA Hockey or the court of any jurisdiction by any individual, Registered Member, Affiliated Association or Club before all of the procedures, rights, and remedies described in these Bylaws and the SAHA Rules and Regulations have been exhausted, shall be deemed conduct detrimental to SAHA within the meeting of these Bylaws. Such violation of these Bylaws and procedures shall subject the individual, Registered Member, Association Member and their agents and representatives to immediate suspension and disqualification. Sanctions imposed under these Bylaws shall be modified or removed only by the Board of Directors of this Corporation at a duly held meeting of the Board. The actions of the Board to remove or modify the sanctions imposed in any matter shall not include the restoration of games and points lost or denied during any period of suspension and/or disqualification.

25.8 **Expenses:** In order to defray some of the costs associated with SAHA resolving any dispute, the appealing party of the dispute shall forward a bond of \$250.00 in the form of a certified check payable to SAHA along with a written request for a resolution of the dispute. If the decision is in favor of the appealing party the bond will be returned. The non-prevailing party in any dispute involving two (2) or more Registered Members or Association Members of SAHA shall forfeit their bond and may also be liable to SAHA for the entire cost of the SAHA Disciplinary/Dispute Resolution Standing Committee proceeding and any further costs attributable to a hearing by the Board of Directors, including attorneys' fees and costs incurred by SAHA in connection therewith as determined by the Board of Directors at their sole discretion.

25.9 **Arbitration:**

(1) **Scope.** The procedures authorized herein shall be the mechanism for the resolution of any Dispute following exhaustion of the administrative procedures set forth in Bylaw 25. It is the specific purpose of Bylaw 25 to provide for a uniform method of resolving all Disputes which utilizes the specific skills, expertise and background of people experienced in hockey and sports administration matters ("Arbitration Procedure")

(2) **Subject Matter**

(a) **General.** The Arbitration Procedure described herein shall apply to:

- 1) **Bylaws and Applicable Rules.** The construction, interpretation and/or application of these Bylaws and the Applicable Rules;
 - 2) **Board of Directors Decisions.** The decisions or actions of any board of directors, director, officer, employee, agent or other duly authorized representative or committee of SAHA, its Registered Members or Allied Members, its member Associations, its Affiliate Associations, state associations and their local associations or leagues (each, a "Governing Body").
 - 3) **Relationship Between Members and Affiliates.** The authority, relationships and arrangements by or among any Registered Member, Allied Member, Member Association, Affiliate Association, state association, local association or league and the members of constituents of any of the foregoing.
 - 5) **Monetary Compensation Claims.** Claims or demands for monetary compensation between Members in any way arising out of or relating to participation in the sport of hockey.
- b. The arbitration procedures set forth in this Bylaw 25.9 shall not apply to any decision or action involving:
- (1) the playing rules, a decision by referees or linesmen, sale or use of mood altering substances; or,
 - (2) any matter that has been appealed to the Executive Committee of USA Hockey or relates to Protected Competition as that term is defined in the Bylaws of USA Hockey.
- (3) **Commencement of Arbitration: Requirements**
- (a) **Exhaustion of Administrative Remedies.** All administrative remedies, including appeal to the SAHA's board of directors, must be exhausted prior to commencement of arbitration.
 - (b) **Waiver/Failure to Participate.** A waiver of a right, or failure to exercise a right or participate in this Dispute Resolution Process shall not be deemed an exhaustion of remedies. Such a waiver (including resort to a court or forum other than as established in this procedure) shall not diminish or alter the requirements or authority of this Bylaw 25.9.
 - (c) **Effect of Failure to Commence Arbitration.** The last decision of SAHA which exhausts SAHA's dispute process shall be final and

binding on the parties unless arbitration is timely commenced in accordance with Bylaw 25.9.

(4) Commencement of Arbitration – Written Petition

(a) **Petition for Arbitration:** Arbitration shall be commenced by the party seeking relief filing a Petition for Arbitration which shall consist at a minimum of a written statement containing:

- 1) The name of the Governing Body whose administrative decision is being appealed; and,
- 2) The date of the decision from which an appeal is sought; and,
- 3) The concise and specific statement of each of the issue(s) to be arbitrated; and,
- 4) A concise and specific statement of the reason(s), together with facts and documents to support them, why each of the issues set out in section 3 and the decision appealed from should be reversed or modified; and,
- 5) Citation to each specific section of the appropriate Governing Body Constitution, Bylaw, Rule, Regulation, decision or other document relating to clauses (3) and (4) above; and,
- 6) The specific relief sought; and,
- 7) If the decision appealed from is in writing, a copy must accompany the Petition for Arbitration, and if the decision appealed from is not in writing, a written summary of the decision; and,
- 8) A Bond in the sum of \$250.00.

(b) **File Petition/Time Deadline.** The Petition for Arbitration shall be filed with SAHA's First Vice President within seven (7) days from the date of the decision from which relief is sought, with an exact copy concurrently provided to each person and/or Governing Body named in the Petition. For purposes of this paragraph b, a "filing", shall be deemed to have occurred upon receipt by the First Vice President.

(5) **Response to Petition to Arbitrate.** Any party responding to a Petition for Arbitration ("Respondent") shall have seven (7) days after receipt of said Petition within which to file with the First Vice President and serve on Petitioner(s), and other Respondents, a written response stating its version of matters set forth on the Petition ("Response").

(6) Supervision of Arbitration:

- (a) **Vice President, Legal Council Supervision of Arbitration.** The First Vice President shall supervise, but not take part in, the arbitration.
- (b) **Additional Parties.** If the First Vice President determines that an additional person, organization or Governing Body should receive notice of the Petition for Arbitration, he or she shall so advise the Petitioner, who shall promptly serve the Petition on all those named by the First Vice President. Thereafter, each additional person and Governing Body shall be allowed to participate fully in accordance with these provisions.
- (c) **Non-Necessary Parties.** If the First Vice President determines that any person, organization or Governing Body is not a necessary party to the proceeding or that they may have been named to obtain a tactical advantage for Petitioner, he or she shall exclude that person or Governing Body from naming a Partisan Arbitrator and participating in the selection of the Neutral Arbitrator(s).
- (d) **First Vice President Review of Petition and Responses/Time to Remedy.** Upon receipt of a Petition for Arbitration and any Response to the Petition, the First Vice President shall promptly review these and determine whether the matter is properly arbitratable under this Bylaw and whether all requirements have been complied with.
- 1) If the Petition and Response are accepted by the First Vice President, a dated, written notice shall be given to all parties and the arbitration shall commence ("Initiation Date").
 - 2) If any submission to the First Vice President is incomplete, the party responsible shall be notified (and all other parties copied on that notice) and shall have five (5) days to remedy all such defects and file such revision with the First Vice President. The party remedying the incomplete filing shall submit the remedied documents to the First Vice President and all parties. If the revised Petition and/or Response are accepted by the First Vice President, a dated, written notice shall be given to all parties and the arbitration shall commence ("Initiation Date"). If the party fails to remedy the incomplete filing in a timely manner, the First Vice President may take such action as the First Vice President deems appropriate, including deciding the arbitration against the party not remedying the incompleteness.

- (e) **Realign Parties/Issues.** Prior to the selection of arbitrators, the First Vice President may, at his/her discretion, realign the parties to more accurately reflect the interests at issue, and thereafter the number and selection of Partisan and Neutral Arbitrators shall be in accordance with that realignment.
- (f) **Restate Issues/Other Decisions.** The First Vice President may, at his/her discretion
 - 1) restate, modify, delete or add any issue(s) to be presented for arbitration, and his/her determination shall be binding on the arbitrator and
 - 2) make any other decision or take action otherwise permitted by these Bylaw despite the fact that any party has failed to comply with any requirement of the arbitration process specified in this Bylaw except Petitioner's failure to initially timely file for arbitration.
- (g) **Not Arbitrable Decisions/Appealable.** Any decision of the First Vice President that the matter is not arbitrable, or in any other way terminates the entire proceeding, shall be immediately appealable to USA Hockey.
- (i) **Failure to Comply.** Failure to timely comply with the First Vice President's directions and/or file an appeal with the Executive Committee shall terminate the arbitration procedure and the immediately preceding administrative decision shall be final and binding on all parties.
- (j) **First Vice President as Party.** If the First Vice President is properly named as a party in the Petition for Arbitration with reasonable supporting underlying facts or believes he/she cannot act impartially, he/she shall so advise the Executive Director of USA Hockey, who shall promptly appoint a member of USA Hockey's Legal Council, or another disinterested person, to fulfill the required duties.

(7) Selection of Arbitrators: Time Limit; Qualifications

- (a) **Identify Partisan Arbitrators.** Each party to the arbitration shall, within five (5) days of the Initiation Date, advise each other party and the First Vice President, in writing, of the identity of its arbitrator ("Partisan Arbitrator"). Generally, the Petitioner cannot be a Partisan Arbitrator without the prior written approval of the First Vice President.
- (b) **Identify Neutral Arbitrator Candidates.** Within seven (7) days after notification of such selection, or after expiration of the time for

selecting said Partisan Arbitrator, each Partisan Arbitrator shall identify its side's candidate for the ("Neutral Arbitrator"), and provide information about that individual's qualifications to the other Partisan Arbitrator(s).

- (c) **Select Neutral Arbitrator.** Within seven (7) days after the date requiring identification of the candidates for Neutral Arbitrator(s), the Partisan Arbitrators shall complete selection of the Neutral Arbitrator(s).
- (d) **No Party Control Arbitration without Neutral Arbitrator.** In those cases where there are more than two parties, a number of Neutral Arbitrators shall be selected so that no party, or combination of parties, to the dispute can control the decision in the absence of the vote of the Neutral Arbitrators.
- (e) **Questions as to Number of Arbitrators.** Any question as to the number of arbitrators shall be determined by the First Vice President.
- (f) **Qualifications of Neutral Arbitrator.** The Partisan Arbitrators, consistent with the purpose and intent of this Bylaw, may select as Neutral Arbitrators only individuals who are generally experienced and knowledgeable about amateur hockey and sports administration concepts that pertain to the issue(s) to be arbitrated. However, officers, directors or employees of USA Hockey may not serve as Neutral Arbitrators.
- (g) **Notifying First Vice President.** The Partisan Arbitrators shall have the joint responsibility of promptly notifying the First Vice President of the name, address and qualifications of each candidate for Neutral Arbitrator, and a representation of their willingness to serve.
- (h) **Neutral Arbitrator Subject to Approval of First Vice President .** The selection of each Neutral Arbitrator shall be subject to the approval of the First Vice President, except in those matters where USA Hockey is a properly named party to the arbitration.
- (i) **Unable to Agree on Neutral Arbitrator.** If the Partisan Arbitrators are unable to select the Neutral Arbitrator(s) within the time period provided, each Partisan Arbitrator shall have five (5) days within which to file with the First Vice President, with a copy to each party, a list of candidates, not exceeding two for each Neutral Arbitrator to be selected, together with a resume of each person's qualifications. The First Vice President shall then select the Neutral Arbitrator(s), but in doing so is not limited to the names submitted by the Partisan Arbitrators.

(j) **Failure to Select Partisan or Neutral Arbitrator.** A party's refusal or failure to nominate or select a Partisan or Neutral Arbitrator within the time period provided shall forfeit that party's right to such selection; however, the arbitration shall proceed, and the remaining arbitrators selected in accordance with the provisions herein shall determine the matter in dispute as though they were appointed by all of the parties for such purpose.

(k) **Upon Selection of Neutral Arbitrator.** After approval or selection of the Neutral Arbitrator(s), the First Vice President shall advise the Partisan Arbitrators and each Neutral Arbitrator shall be promptly notified of his/her selection by the Partisan Arbitrators. The First Vice President shall provide the Neutral Arbitrator with the list of issues, the Petition to Arbitrate and the Responses, all other documents received by the First Vice President that the First Vice President believes are relevant, the USA Hockey Annual Guide and any other advice in order to be able to arbitrate the matter.

(8) **Burden of Proof.** The burden of presentation and persuasion rests with that party seeking to overturn the finding or decision of the prior administrative proceedings on that particular issue. Inferences or conclusions may be drawn from the failure to produce available information, materials or witnesses. The burden of proof shall be the equivalent of the highest degree of proof required in any civil proceeding.

(9) **Arbitrator's Authority**

(a) **General Determination.** In all instances, the Arbitrators' authority shall be strictly limited to a determination of whether there was:

- 1) An abuse of discretion by the decision maker in the prior administrative decision in interpreting the Constitution, Bylaw, Rules and Regulations, procedures or decisions applicable to the issue(s); and/or
- 2) Any arbitrary or capricious action in the decision making process of the prior administrative proceeding which would have produced a different decision were such behavior not present.

if the burden of proof is not met as to whichever of these items applies, then the decision of the arbitrators must uphold the prior administrative ruling.

(b) **Rules for Determination By Arbitrators.** In making their determination, the arbitrators:

- 1) Shall not conduct a de novo investigation or hearing (except in Original Administrative Proceeding);
- 2) Are limited to those issues presented in writing as provided herein;
- 3) Shall not strike, amend, modify, ignore or add to the Bylaw, Rules and Regulations or procedure or decisions of SAHA, or comparable documents of any Governing Body, except where such documents of such Governing Body are in conflict with those of USA Hockey.
- 4) Shall defer to the construction and interpretation made by a Governing Body's duly authorized personnel with respect to that Governing Body's Constitution, Bylaw, Rules and Regulations, procedures and decisions,
- 5) Shall not substitute their own construction or interpretation of the foregoing; when there is a conflict between Governing Bodies as to which Constitution, Bylaw, Rule or Regulation may apply, they shall be given precedence in the following order: National, District, Affiliate, State and then local.
- 6) Shall not make any finding or decision based on the fact that another inference or interpretation may exist which is reasonable, but different than that of the Governing Body's.

(10) **Arbitrator's Hearing Procedure**

- (a) **Conduct of Hearing.** The arbitrators may, in their discretion, hold a formal or informal hearing, (including by phone or other reasonable means), require the testimony or attendance of witnesses and production of documents, and take testimony or written statements, and receive evidence they believes is relevant to the issue(s) before it, place limits on time, evidence and documentation, establish other hearing rules and the Rules of Evidence in Judicial Proceedings shall not apply to this hearing. It is also permissible for the arbitrators to not require any further submissions or evidence than the Petition and Responses or other written submissions.
- (b) **Basis For Decision.** The arbitrators may render their decision based on the written submissions of the parties and/or the evidence taken as part of the hearing.
- (c) **Decision Time Frame.** The arbitrators shall render their decision within twenty (20) days from the date the matter is deemed submitted, unless agreed to by a majority of the arbitrators. The decision shall be

in writing, dated and set forth findings of fact, along with the reasoning and conclusion of the arbitrators. Copies of the decision shall be provided to all parties and to the First Vice President and the Executive Director.

(11) Appeal; Finality

The decision of the arbitrators and/or First Vice President where applicable herein shall be final, and there shall be no appeal of the decision.

(12) Expenses

- (a) **Petitioner Bond.** A bond of \$250.00 in the form of a certified check payable to SAHA shall be posted by Petitioner at the time of filing the Petition for Arbitration.
- (b) **Other Bonds.** The First Vice President shall have the discretion of setting a bond for any Respondent in an amount that may be less than that required of Petitioner, or of waiving said bond entirely. The Respondent's bond shall be posted at the time of selection of that Respondent's Partisan Arbitrator.
- (c) **Liability for Costs.** Regardless of the amount of any bond posted, a party shall be liable in full for those costs assessed pursuant to this paragraph 25.8.
- (d) **Costs/Prevailing Party.** The cost incurred for the services of all arbitrators, and any outside counsel consulted by SAHA, including per diem expenses, actual and necessary travel, and all other costs shall be borne by the party who does not prevail in the arbitration. The arbitrators may also impose against a party who does not prevail the costs of the prevailing parties upon a showing of such proof as the arbitrators may reasonably request. Generally, the definition of "prevailing party" shall be, if the Petitioner had (i) the decision, in its entirety reversed or modified or (ii) each of its issues decided in its favor, and if the Respondent, had (iii) the decision in its entirety upheld or (iv) each of the issues of the Petitioner decided in its favor.
- (e) **Costs/Definition.** Costs shall include the fees and expenses in obtaining or producing materials and witnesses, and those associated with each person working on this matter on behalf of the prevailing party. In light of the vital services provided by volunteers in all phases hockey, "cost" as used herein shall also include the value of a volunteer's time as measured by that individual's customary work

position or the nature of the services actually rendered, whichever is greater.

- (f) **Costs Deducted From Bond.** All costs determined herein shall be deducted from the bond and paid within fourteen (14) days. The unused portion of any bond required herein shall be maintained by SAHA to cover indirect expenses related to the administration of the Dispute Resolution Procedure.

26.0 SUSPENSION OR EXPULSION

- 26.1 Players, parents, coaches and all other Allied Members within SAHA are subject to the same rules, regulations, conduct, codes of ethics and are equally subject to suspension and exclusion as Registered Members. The President, or any Vice President officially acting in his place or stead, pursuant to the rules prescribed herein and consistent with the rules and regulations of USA Hockey relating to suspension or expulsion, may suspend, any player, parent, team, team official, referee, league or other constituent individual for conduct detrimental to the game, or for such other reasons as may be determined as grounds for suspension or expulsion by the Board of Directors.
- 26.2 For the purpose set forth in paragraph 26.1, the President may appoint such committee or committees to take such action as he or she may be empowered to do himself or herself under these Bylaws and Rules. Such committees may be appointed for the same purposes and with the same powers, by the Board of Directors.

27.0 RULES OF ORDER

- 27.1 All meetings of Registered Association Members, Board of Directors and Standing Committees shall be conducted in accordance with the most recent edition of the "Robert's Rules of Order" unless otherwise specified in these Bylaws.
- 27.2 The Order of Business for the SAHA Annual Meeting of Registered Association Members shall be:
- Call To Order
 - Seating of Association Member Representatives
 - Election of SAHA Directors
 - Reading of Minutes
 - Officer's Reports
 - President Report
 - Treasurer Report
 - Vice President Report

- Standing Committee Reports:
- Youth Standing Committee
- Disciplinary/Dispute Resolution Standing Committee
- Girls/Women Committee
- Rink Liaison Committee
- Junior Committee
- Tier 1 Committee
- Adult Committee
- Tournament Committee
- High School Committee
- SYHL Committee
- Adjournment

27.3 The Annual Meeting of the Board of Directors shall immediately follow the adjournment of the SAHA Annual Meeting of Registered Association Representatives. The Order of Business for the Annual Meeting of the SAHA Board of Directors shall be:

- Call To Order
- Roll Call
- Election of Officers (unless deferred)
- Appointment of Standing Committees (unless deferred)
- Publication of Minutes
- Old Business
- New Business
- Adjournment

27.4 The order of business for all other SAHA regular or special meetings shall be as follows:

- Call To Order
- Reading of Minutes
- Reports
- Old Business
- New Business
- Adjournment

28.0 ADDENDUM

28.1 There are five (5) Addenda to these Bylaws as follows:

- ADDENDUM A - Affiliate Agreement with USA Hockey
- ADDENDUM B - Responsibilities and Duties of the SAHA Board of Directors

- ADDENDUM C - Responsibilities and Duties of SAHA Officers
- ADDENDUM D - Responsibilities and Duties of SAHA Standing Committees
- ADDENDUM E - Rules Governing Association Members

28.2 Addenda B through E inclusive may be modified by the SAHA Board of Directors at any time; provided, however, that no amendment affecting the voting rights of Registered Association Members in Addendum E may be adopted without the vote of a two-thirds majority thereof.

29.0 SCREENING

29.1 **General.** SAHA has implemented a screening program in accordance with USA Hockey Policies. All ice hockey coaches within the SAHA jurisdiction must consent to be fingerprinted, screened, and complete an Authorization to Release Information.

29.2 **Deadlines.** All Coaches and Referees shall complete the Authorization to Release Information Form and be fingerprinted by December 31 of the current playing season, or within thirty (30) days after beginning any coaching or refereeing activity, which includes clinics, power skating, and any other "on ice or "off ice" hockey activities, whichever date comes earlier.

29.3 **Screening Results and Procedure:** Each coach and referee will be advised in writing of any adverse information as a result of the screening process. Any such information obtained by SAHA or the screening committee will otherwise be treated in a confidential manner.

29.4 **Compliance.** Each member association, referee and coach shall comply with the forms and instructions issued by SAHA.

29.5 **Procedures To Implement.** The SAHA Screening Committee may prepare and distribute additional rules and procedures to implement this policy, each zone of SAHA will be required to independently establish and implement screening procedures tailored for their area.

29.5 **Refusal to Be Screened.** Any individual required to be screened who does not consent to be screened and complete the Authorization Form shall not be allowed to participate in any SAHA or USA Hockey sanctioned event.

29.6 **Non-Compliance:** Any member association, referee and/or coach not complying with this Rule will be referred to the SAHA Rules and Ethics Committee.

**SOUTHERN AMATEUR HOCKEY ASSOCIATION
BYLAWS - ADDENDUM A
USA HOCKEY AFFILIATE AGREEMENT
(Found in the USA Hockey Annual Guide)**

**SOUTHERN AMATEUR HOCKEY ASSOCIATION
BYLAWS - ADDENDUM B
DUTIES OF THE SAHA BOARD OF DIRECTORS**

Without restricting or limiting the duties imposed by law, by the SAHA Articles of Incorporation, or by the Constitution and governing documents of USA Hockey, the duties of the Board of Directors shall include, but are not limited to, the following:

- a) Elect the officers of SAHA
- b) Review, approve, remove or revise the Association Member status of local Associations within SAHA
- c) Adopt, amend, revise or repeal the Bylaws, Rules and Regulations of SAHA
- d) Affirm or remove suspensions in accordance with the Bylaws of SAHA and USA Hockey
- e) Enforce the Constitution, Bylaws and Regulations of SAHA and USA Hockey
- f) Remove from office any Officer by two-thirds (2/3) majority vote
- g) Temporarily fill the vacancy of any office caused by any reason
- h) Appoint the members of Standing Committee
- i) Establish and collect dues
- j) Ratify any temporary ruling by the President, Officers or Standing Committee(s) acting on the authority of the Board of Directors
- k) Call special meetings
- l) Have access to all SAHA financial records; review all SAHA expenditures and collections
- m) Any other such powers granted by the Georgia Corporation Code, these Bylaws, the Bylaws of USA Hockey or the Affiliate Agreement.

**SOUTHERN AMATEUR HOCKEY ASSOCIATION
BYLAWS - ADDENDUM C
DUTIES OF SAHA OFFICERS**

1.0 PRESIDENT

1.1 The President shall be the principal Standing officer of SAHA and shall, in general, supervise and control all of the business and affairs of SAHA. The President shall have, but is not limited to, the following powers and duties:

- a) Presiding at all meetings of the Registered Association Representatives and of the Board of Directors at which he/she is present.
- b) The power to call special meetings of SAHA, at his/her discretion.
- c) The power to determine questions arising from emergencies not provided for in the Bylaws or Rules and Regulations of SAHA until such time as they may be acted upon by the appropriate SAHA Standing Committee or the SAHA Board of Directors; attending and representing SAHA in other hockey meetings, including the USA Hockey Annual Meeting and any Southeastern District meetings.
- d) Shall be an ex-officio member of all Standing Committees unless he/she otherwise qualifies to be a member of any such committee.
- e) Shall sign, with the Secretary or other proper officer of SAHA as authorized by the Board of Directors, any contracts or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of SAHA.
- f) Shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

1.2 The President shall be allowed all of his/her out-of-pocket expenses for all SAHA business. These expenses shall include, but are not limited to, economy class air travel when necessary, automobile rental, lodging and meals when traveling on SAHA business. He/she shall also be reimbursed for phone calls, postage and copying costs incurred in the performance of his/her duties.

2.0 FIRST VICE PRESIDENT

2.1 The First Vice President shall have the following powers and duties:

- a) In the absence of the President or in the event of the President's inability or written abstention, the First Vice President shall perform all duties of the President, and when so acting shall have all the powers of and be subject to all of the restrictions upon the President.
- b) Be Chair of the Disciplinary/Disputes Resolution Standing Committee.
- c) Ensure that SAHA's Directors and Officers Insurance is maintained and in effect at all times.
- d) Perform such other duties as may be prescribed by the Board of Directors or the President from time to time.

2.2 The First Vice President shall be allowed his or her reasonable and necessary expenses

3.0 SECRETARY

3.1 The Secretary shall have, but is not limited to, the following powers and duties:

- a) Shall be custodian of the corporate records and of the seal of SAHA.
- b) Shall keep a register of the post office address, email address and telephone numbers for each member of the Board of Directors, each Officer and each member of the Standing Committees.
- c) Shall maintain a current list of names, post office addresses, email address and telephone numbers for each Association Member within SAHA.
- d) Shall make all meeting arrangements (food, rooms, etc.) for SAHA Meetings.
- e) Shall monitor and conduct the election of SAHA Directors in accord with these Bylaws.
- f) Shall perform such other duties as may be prescribed by the Board of Directors or the President from time to time.

3.2 The Secretary shall be allowed his or her reasonable and necessary expenses.

4.0 TREASURER

4.1 The Treasurer shall have, but is not limited to, the following powers and duties:

- a) If required by the Board of Directors, he/she shall give a bond for the faithful discharge of Treasurer's duties in the sum and with such surety or sureties as the Board of Directors may determine.
- b) Shall have charge and custody of and be responsible for all funds and securities of SAHA.
- c) Shall receive and give receipts from monies due and payable to SAHA from any source whatsoever, and deposit all such monies in the name of SAHA in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws.
- d) Shall sign all checks with the President or Vice President, except as noted in paragraph 20.2.
- e) Shall be responsible for filing all required financial statements, tax returns or other documents as may be required by government agencies to whom SAHA has responsibility.
- f) Shall prepare, maintain and distribute semi annually SAHA financial reports to the Board of Directors and Officers.
- g) Prepare and submit an annual operating budget to the Board of Directors at the Annual Meeting.
- h) Ensure that an audit of SAHA's financial records are completed as required by law or as requested by action of the Board of Directors and ensure that SAHA's nonprofit status with Federal and State authorities is maintained.
- i) Shall perform such other duties as may be prescribed by the Board of Directors or the President from time to time.

4.2 The Treasurer shall be allowed his or her reasonable and necessary expenses.

**SOUTHERN AMATEUR HOCKEY ASSOCIATION
BYLAWS - ADDENDUM D
RESPONSIBILITIES AND DUTIES OF
SAHA STANDING COMMITTEES**

1.0 SAHA STANDING COMMITTEE

- 1.1 Standing Committees shall consist of a Chair plus at least one (1) Director who will be appointed by the Board of Directors. The Standing Committee shall be empowered to act on behalf of the Board of Directors between meetings of the Board to carry out its directives as expressed at the annual meetings, subject to review and ratification of the Committee's actions. The SAHA President shall be an ex-officio member of each Standing Committee.

2.0 YOUTH COMMITTEE

- 2.1 The Youth Committee will consist of a minimum of three person, a Chair, one (1) Director, and a third person who may or may not be a Director. Other members of the Youth Committee may be added with the approval of the Chair.. The SAHA President shall also serve as an ex-officio member of this Committee if not otherwise appointed to the committee, but shall not vote nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity.
- 2.2 The purpose of the Youth Committee is the planning, development and conduct of youth hockey within the Southern Affiliate. At the SAHA Annual Meeting, the Youth Committee will submit to the entire SAHA Board of Directors for approval, a statement of objectives for the upcoming year along with the programs that will be put in place to achieve those objectives. Also included for approval shall be a proposed budget and fee structure covering youth hockey for the upcoming season. The Youth Committee may select other interested persons to participate in Youth Committee meetings but such other parties shall be non-voting members of the Committee.

3.0 ADULT COMMITTEE

- 3.1 The Adult Committee will consist of a Chair, one (1) or more additional Directors, a representative from each recognized Adult hockey league in SAHA and a representative for all college teams registered in SAHA. The SAHA President shall also serve as an ex-officio member of this Committee

if not otherwise appointed to the committee, but shall not vote nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity.

- 3.2 The purpose of the Adult Committee is the planning, development and conduct of Adult hockey within the Southern Affiliate. At the SAHA Annual Meeting, the Adult Standing Committee will submit to the entire SAHA Board of Directors for approval, a statement of objectives for the upcoming year along with the programs that will be put in place to achieve those objectives. Also included for approval shall be a proposed budget and fee structure covering Adult hockey for the upcoming season. The Adult Standing Committee may select other interested persons to participate in Adult Standing Committee meetings but such other persons shall be non-voting members of the Committee.

4.0 DISCIPLINARY/DISPUTE RESOLUTION COMMITTEE

- 4.1 The Disciplinary/Dispute Resolution Committee will consist of at least the SAHA First Vice President, one (1) or more Directors, and at least one other individual who is not concurrently serving in any other position within SAHA, and who is deemed to be an impartial, fair and reasonable person by the First Vice President. The SAHA President shall also serve as an ex-officio member of this Committee if not otherwise appointed to the committee but shall not vote nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity. The SAHA First Vice President shall be chairperson of the Disciplinary/Dispute Resolution Committee. The chairperson shall be responsible for determining when and if legal counsel is needed for any actions of the Disciplinary/Dispute Resolution Committee. If it is determined that such legal counsel is necessary, the SAHA legal counsel shall serve on the Disciplinary/Dispute Resolution Committee in a non-voting capacity.
- 4.2 The purpose of the Disciplinary/Dispute Resolution Committee is to resolve disputes and appeals within the Southern Affiliate in accordance with SAHA and USA Hockey Bylaws, Rules and Regulations. The Disciplinary/Dispute Resolution Committee may select other interested persons to participate in disciplinary or dispute resolution meetings but such other parties shall be non-voting members of the Committee.
- 4.3 This Committee shall have the responsibility and duty to initiate disciplinary proceedings in any matter of significant concern to the Affiliate or as to any matter between Affiliates of USA Hockey under guidelines and rules established by the Committee and ratified, adopted or approved by the Board of Directors.

5.0 GIRL'S/WOMEN'S COMMITTEE

5.1 The Girl's/Women's Committee will consist of a Chair, one (1) or more Directors, a representative from each recognized girl's and/or women's competitive hockey league in Southern and a representative for all in-house non-competitive girl's and/or women's teams registered with USA Hockey in Southern. The SAHA President shall also serve as an ex-officio member of this Committee if not otherwise appointed to the Committee, but shall not vote nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity.

5.2 The purpose of the Girl's/Women's Committee is the planning, development and conduct of girl's/women's hockey within the Southern Affiliate. The Committee shall coordinate its activities with the Youth, Senior and Disciplinary/Dispute Resolution Committees. The Committee shall also be responsible for the support and direction of Team Southern Girls. At the SAHA Annual Meeting, the Girl's/Women's Committee will submit to the entire SAHA Board of Directors, for approval, a statement of objectives for the upcoming year also with the programs that will be put in place to achieve those objectives. Also included for approval shall be a proposed budget and fee structure covering girl's/women's hockey for the upcoming season. The Girl's/Women's Committee may select other interested persons to participate in Girl's/Women's Committee meetings but such other parties shall be non-voting members of the Committee.

5.3 The Girl's/Women's Committee will be responsible for overseeing the conduct of each SAHA Girl's/Women's Tournament, to set the requirements for hosting such tournaments and to solicit bids for such tournaments. At the SAHA Annual Meeting a fee structure covering the SAHA Girl's/Women's Tournaments for the upcoming season will be presented for approval.

6.0 Tier I Committee

7.0 Junior Committee

8.0 Rink Liaison Committee

9.0 High School Committee

10.0 SYHL Committee

11.0 Audit Committee

11.1 The SAHA Audit Committee shall have a Chair and will consist of five members, three of which must be SAHA Board members selected by the Board, and two independent, non Board members,

selected by the Chair from the states within the SAHA affiliate, and approved by the Board. The SAHA President shall serve as an ex-officio member of this Committee, if not otherwise appointed to the committee, but shall not vote, nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity.

11.2 The purpose of the Committee is to oversee the integrity of SAHA's financial accounting process and systems of internal controls regarding finance, accounting and use of assets.

11.3 The duties and responsibilities of the Audit Committee shall include but not be limited to: the development and placement of controls to provide reasonable assurance that assets are safeguarded, that transactions are authorized and properly recorded, and that SAHA is in compliance with applicable laws and regulations; to ensure that the frequency, distribution, and scope of the organization's internal financial and accounting reports are appropriate to provide the Board with meaningful data and that the information contained is timely and accurate; to ascertain that the annual budgeting process relates meaningfully to SAHA's financial reporting obligations, and that budgets and subsequent budget-to-actual comparisons are completed in a timely manner; to oversee the independence and performance of the independent auditors and staff with finance responsibilities, including the approval of the independent auditors' management report on SAHA's financial statement at the conclusion of the audit, review of the independent auditors' management letter that emanates from the audit, as well as management's responses thereto, and a recommendation to the board as to the appointment of the independent auditors; overseeing the establishment of policies and practices to prevent financial fraud, including a full understanding of the areas of risk as they relate to potential fraud within SAHA, as well as accumulating the fraud-related findings of the independent auditors; perform, as necessary, compliance reviews as required by USA Hockey.

11.4 The Audit Committee has the authority to conduct any investigation appropriate to fulfilling its responsibilities, and it shall have direct access to the independent auditors as well as to anyone in the organization.

12.0 Screening Committee

12.1 The SAHA Screening Committee will consist of a Chair, one or more Board members and other volunteers or persons selected who may be appointed by the SAHA Board. The SAHA President shall serve as an

ex-officio member of this Committee, if not otherwise appointed to the committee, but shall not vote nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity.

12.2 The purpose of this committee is to monitor the screening policies for the SAHA affiliate in accordance with these Bylaws and USA Hockey's screening guidelines.

12.3 The duties and responsibilities of this committee will include but not be limited to: the review and selection on an annual basis of a screening vendor; the gathering of the necessary information on coaches and referee's from all member associations with the SAHA affiliate; verify all applicants with affiliate registrar and ACE Coordinator; review screening process to insure that the SAHA affiliate is in compliance with USA Hockey guidelines; provide a complete report to the SAHA Board at its annual meeting.

13.0 Membership Growth Committee

13.1 The Membership Growth Committee shall have a minimum of three members consisting of a Chair, a Director, and one additional member who may or may not be a Director. The SAHA President shall as an ex-officio member of the Committee, if not otherwise appointed to the Committee, but shall not vote, nor shall his or her presence be counted for determining a quorum when serving in the ex-officio capacity.

13.2 The purpose of this Committee is to promote, develop and support programs focused on acquiring and retaining first time players to the sport of hockey within the SAHA affiliate.

**SOUTHERN AMATEUR HOCKEY ASSOCIATION
BYLAWS - ADDENDUM E
RULES AND REGULATIONS GOVERNING ASSOCIATION MEMBERS
OF SOUTHERN AMATEUR HOCKEY ASSOCIATION**

1.0 REGISTERED ASSOCIATION MEMBER

- 1.1. **Status:** A properly Registered Association Member ("Association Member" has as its meaning the definition contained in the Bylaws of the Southern Amateur Hockey Association, herein "SAHA") is the non-exclusive organization authorized by SAHA to develop players and teams and conduct the affairs of SAHA in order to promote the sport of amateur hockey under its hockey program (herein "Participant Program").

2.0 AUTHORITY-JURISDICTION

2.1 Authority

- 2.1.1. **Separate Organization:** Each Registered Association Member of SAHA is and shall be an independent and separate organization or entity distinct from SAHA.
- 2.1.2. **Conduct Of Its Affairs and Programs:** Each Registered Association Member is the Local Governing Body which shall have initial, primary authority and responsibility to conduct its affairs and programs; including, at a minimum, the conduct of its directors, officers, players, parents, coaches, minor officials, administrators, fans, participants and members within its participant program.
- 2.1.3. **Renewal of Membership.** Once duly admitted, the membership of each registered Association Member shall be renewed from year-to-year without further application, subject to the rules and regulations of SAHA and payment of dues.
- 2.1.4. **Subject to SAHA and USA Hockey:** Each Registered Association Member's authority regarding participation in SAHA and USA Hockey and sanctioned hockey events is subject to the obligations and restrictions contained in the By-Laws and Rules of SAHA and USA Hockey. The By-Laws, Rules and Regulations of SAHA and USA Hockey and their decisions shall take precedence over and supersede all similar governing documents, authority and/or

decisions of a Registered Association Member. Each Registered Association Member shall abide by and act in accord with the By-Laws, Rules and Regulations and decisions of SAHA and USA Hockey.

2.2. **Fees and Fund-raising:** A Registered Association Member is authorized to do the following:

2.2.1. **Fees:** to assess and charge a reasonable fee for participants/members within its Participant Program, in addition to any regular SAHA and USA Hockey fees; it is encouraged that the amount of any charge shall be communicated in writing to each participant/member prior to tryouts and the undertaking of any obligation by the participant/member. SAHA may request a report of the fees charged by Registered Association Member to its participants which shall remain confidential, and Registered Association Member shall promptly provide the report on request.

2.2.2 **Fund-raising:** to operate fund-raising programs to support its functions as a Registered Association Member of SAHA, including special charges on paid-gate tournaments, games or events sponsored by the Registered Association Member but not on events sponsored by SAHA, nor may such events conflict with SAHA or national USA Hockey® events, unless specifically authorized by SAHA or national USA Hockey®.

2.3 **Other Authorized Services:** to perform and/or provide other authorized services or functions to promote and regulate the play of the sport of amateur hockey as a Registered Association Member of SAHA in the Registered Association Member's Participant Program.

3.0 SAHA COOPERATION

3.1. **SAHA Recognition of Teams:** SAHA will accept and register only those individuals and teams within Registered Association Member's Participant Program which hold and continue membership in good standing with Registered Association Member.

3.2 **SAHA Cooperation:** SAHA will cooperate with and assist Registered Association Member in the administration of the sport of amateur hockey within Registered Association Member's Participant Program, when such cooperation and assistance is deemed necessary and/or advisable by SAHA. It is understood by each Registered Association Member, however, that primary and initial responsibility is with the Registered Association Member, and that SAHA has no duty or authority to assist in, advise, or manage a Registered Association Member's affairs.

3.3 **SAHA Name:** Registered Association Member shall have no right to the use the name Southern Amateur Hockey Association, Incorporated, SAHA, or their logos ("SAHA Names") and shall not use SAHA Names or any affiliations with SAHA except as approved in writing by SAHA. Request shall be made in writing to the SAHA Secretary.

4.0 BY-LAWS AND/OR POLICIES WHICH MUST BE ADOPTED BY Registered Association Member

4.1. **By-Laws or General Guidelines:** Registered Association Member shall have written By-Laws, Rules and Regulations, or General Outlines of the method of governance and authority of the Registered Association Member.

4.2. **Operating Policies, Rules and Regulations:** Registered Association Member shall have written Operating Guidelines, Policies, Rules, or Regulations that will inform the participant/members or any potential member of the organization of its day-to-day operating procedures, including any concept that Registered Association Member wishes to enforce, and it shall make them reasonably available to its participants prior to selection of any team, but no less than fifteen (15) days prior to tryouts.

5.0 ORGANIZATIONAL STRUCTURE OF REGISTERED ASSOCIATION MEMBERS

5.1. **Organizational Structure:** Registered Association Member shall have an organizational structure described in writing on a REGISTRATION FORM provided by SAHA prior to commencement of its Participant Program. The REGISTRATION FORM shall be provided in connection with application for membership in USA Hockey.

5.2. **Corporation/501(c)(3) Status:** It is strongly suggested, but not required, that Registered Association Member have a corporate structure and at all times maintain a tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

5.3. **Certification:** The REGISTRATION FORM shall be signed by an authorized agent of Registered Association Member who shall acknowledge that all Officers, Directors or Managing Agents have received the REGISTRATION FORM, SAHA Bylaws, Rules and Regulations.

6.0 GOVERNANCE

- 6.1. **Government and Responsibility:** It is recommended that the government and authority of Registered Association Members be vested in a Board of Directors composed of at least five (5) representatives, as determined by Registered Association Member, who should be representative of the Registered Association Member and its programs and fundamentally fair to all the participant/members of the Registered Association Member. It is recommended that there be multiple representatives for each level of the Registered Association Member's program. The burden of showing fundamental fairness to participants shall be on the Registered Association Member. It is recommended that the terms of directors and officers be staggered. If the Participant Program is operated by a Managing Agent or Officers, the above responsibilities shall be equally applicable to them.
- 6.2. **Annual Meetings:** The Registered Association Member shall hold an annual meeting of its participants/members and provide reasonable notice to its participants/members.
- 6.3. **Communication:** The Registered Association Member shall establish reasonable methods of communication with its participants.

7.0 MINIMUM PRINCIPLES

- 7.1. **Registered Association Member Reflect Principles:** Registered Association Member's organization, structure, policy, by-laws, and/or operation of Registered Association Member shall reflect, and shall not violate, the minimum principles outlined herein.
- 7.2. **Team/Player Membership:** All registered teams, players and coaches of a Registered Association Member, as a condition of membership in good standing with the Registered Association Member, shall also be required to be "Registered Members," as players, and coaches in good standing of SAHA and USA Hockey.
- 7.3. **Overview of Program:** Registered Association Member shall prepare and distribute to its participants an overview of its program, including its philosophies and associations (i.e., with learn to skate or Initiation Programs) the teams, ice times, team selection, team and individual fees and costs, income and expenses, how team and individual fees and costs were determined, Grievance and Disciplinary Procedure. This Overview shall be available and provided to potential participants prior to selection of any team, but no less than fifteen (15) days prior to tryouts, start of season or team selections.
- 7.4. **Financial Reports/Dues and Assessments**

- 7.4.1. **Financial Stability:** Registered Association Members shall maintain financial responsibility. The following shall apply to each Nonprofit Registered Association Member, except those Registered Association Members that are sponsored by a licensed educational institution or a governmental body:
- 7.4.2. **Budget:** Each Non Profit Registered Association Member shall provide to its membership an initial budget and provide it to its potential participants prior to selection of any team, but no less than fifteen (15) days prior to tryouts. This budget shall include, at a minimum, the form and detail set out on a BUDGET FORM provided by SAHA as part of the REGISTRATION process.
- 7.4.3. **Annual Financial Report:** Each Nonprofit Registered Association Member shall also prepare an annual report of operations with a copy to SAHA and make it available to its members within sixty (60) days of the end of its hockey season. SAHA's treasurer shall maintain the confidentiality of such data and it shall not be disclosed to any person other than SAHA's Officers or Directors who shall use such information for purposes only related to the affairs of SAHA.
- 7.4.4. **Fees, Dues and Assessments:** All fees, costs, dues, and assessments by all Registered Association Members, Profit or Non Profit, shall be reasonable in relation to the programs it offers to its members/participants.
- 7.4.5. **Detailed Financial Statements/Fiscal Responsibility:** Each Nonprofit Registered Association Member shall prepare detailed financial statements in form and substance that shows fiscal responsibility and control and which shall be available to SAHA on request. The detailed financial statements of the Registered Association Member shall be reasonably available to its participants. Reasonably available financial statements shall mean to make books and records available to participants upon a written request and a reasonable time and place for any participant interested to come and view the statements with the Registered Association Member 's treasurer (or someone reasonably knowledgeable of the contents of the statements) present to answer reasonable inquiries but not more than every two months during the hockey season without charging a reasonable fee.
- 7.5 **Publication of Constitution, By-Laws, Rules and Regulations:** All Registered Association Members shall make their constitution, by-laws, or other governing documents, including all amendments, available to its

members and to SAHA. Copies shall also be available upon reasonable request.

7.6. Equal Opportunity:

7.6.1. **Advise SAHA:** In the event of any allegation of discrimination in SAHA and USA Hockey sanctioned events, or SAHA Member activities, Registered Association Member shall notify the SAHA Disciplinary and Review Committee in writing immediately upon knowledge of such allegation and keep SAHA advised in writing (including, but not limited to, any action taken or recommended).

7.7. Abuse:

7.7.1. **Advise SAHA:** In the event of any allegation of abuse including, but not limited to, sexual, physical, or mental abuse in SAHA and USA Hockey sanctioned events, or SAHA Member activities, Registered Association Member shall notify its designated Screener as that person is identified in SAHA's Screening and Abuse Policy in writing immediately upon knowledge of such allegation.

7.8. Grievance/Suspension Resolution: Each Registered Association Member shall provide a grievance and discipline procedure for the prompt and equitable resolution of grievances and discipline of its members by either adopting its own, SAHA's, or USA Hockey's. This procedure shall include a channel of communication, such as a Rules & Ethics Committee, fair notice and opportunity for a hearing to any amateur athlete, coach, parent, trainer, manager, administrator, or official before declaring such individual ineligible to participate, except for violation of playing rules and as set out in the Rules of SAHA and USA Hockey or as required by law.

7.9. Turnover Files: Registered Association Member shall use reasonable efforts to prepare, maintain and make available "turnover" files for each of its operations with the intent of smooth transitions of personnel.

7.10. Indemnity: By registering with SAHA, each Registered Association Member agrees to indemnify, defend and hold SAHA harmless from any and all claims, expenses, liability, judgments, attorneys fees, charges, or costs arising from the acts and omissions of Association Member except to the extent (i) SAHA caused such claims, expenses, liability, judgments, attorneys fees, charges, or costs by its own active (but not passive) negligence or intentional acts or willful misconduct; or, (ii) that such acts were the direct result of compliance with the Articles of Incorporation, Constitution, Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of USA Hockey or SAHA.

8.0 AVAILABILITY OF ICE

- 8.1. **Show Availability:** Registered Association Member shall be able to show sufficient availability of ice to support its program and promote that program in accordance with the By-Laws and Rules of SAHA and USA Hockey.
- 8.2. **Ice Contracts:** Registered Association Member should have each ice contract it anticipates entering into or enters into reviewed by the USA Hockey Risk Manager for the Southern District prior to entering into each contract.

9.0 **INSURANCE**

- 9.1. **General Liability:** Registered Association Member shall, at all times, obtain and be covered by the general liability insurance policy maintained by USA Hockey. The limits of that policy may be made by USA Hockey at its sole prerogative. Registered Association Members may also obtain whatever additional insurance coverage it may desire, at its own expense, but agrees to name SAHA as an additional insured of any such policy. By purchasing and maintaining the USA Hockey general liability insurance policy, USA Hockey and SAHA do not assume, and indeed disclaim, any liability for any actions or omissions of Registered Association Member.
- 9.2. **Officer's and Director's Liability:** Registered Association Member should use reasonable efforts to purchase, acquire or provide, and maintain in full force and effect at all times, and (to the extent such insurance is not obtained through USA Hockey) name USA Hockey and SAHA as an additional insured under any such policy.

10.0 **COOPERATION IN ANY LITIGATION**

- 10.1 **SAHA and Registered Association Member Cooperation:** SAHA and Registered Association Member shall reasonably cooperate with each other in any litigation and provide reasonable support in connection with that cooperation, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require SAHA to incur any out of pocket expenses not reimbursed by Registered Association Member.

11.0 **RULES AND REGULATIONS GOVERNING NATIONAL BOUND TEAMS**

- 11.1 **General -** It is the intent of the Southern Amateur Hockey Association to govern the teams which will represent the affiliate in district and national competition. This governance shall be in compliance with the Rules and Regulations set out in the USA Hockey Annual Guide as well as penalties for any non compliance.

11.2 Tier I

11.2.1 Southern Amateur Hockey Association (SAHA), shall be the sole governing body to grant Tier I status to member associations within the geographical boundaries of SAHA, which covers the states of Alabama, Arkansas, Georgia, Louisiana, Mississippi, and Tennessee.

11.2.2 Tier I status will not be granted or allowed within SAHA at the Mite or Squirt age classifications. The Tier I classification shall be restricted to those age groups which can be National Tournament bound. The age classifications are:

- a) PeeWee (12 and under)
- b) Bantam (14 and under)
- c) Midget (16 and under)
- d) Midget (18 and under)

11.2.3 To safeguard the integrity of Tier I and maintain the competitive level of play with the most competitive players in the affiliate, SAHA will limit the number of Tier I teams formed at an age classification.

11.2.4 Applications as defined below for Tier I status must be submitted in writing by member associations in good standing to the Chair of the Tier I committee following completion of the National Tournament competitions and prior to May 1 for the upcoming season. All applications will be reviewed by the SAHA Board and all applicants will be notified of final decisions by May 8. Tier I status is subject to annual review and approval by the SAHA Board.

11.2.5 Applications – Tier I applications should include the following:

- a) Tier I application form and a proposed schedule, including any camps or events held between the conclusion of the National Tournament and May 8, for the upcoming season.
- b) If applicant played at Tier I level in the preceding year, provide a schedule from the year with a win/loss record against teams at the Tier I level.
- c) If affiliated with a league, provide the league identity and the participating associations within the league.

11.2.6 Player Selection

- a) Teams will select a roster up to 20 players (no more than 18 skaters).
- b) Once a player is selected and commits to play for a Tier I team, the commitment is made for the entire season, both by the player and the association. If the player chooses to leave the Tier I team, the player retains his Tier I status and will not be allowed to play with any other Tier I team for the remainder of the current season without a financial release from the prior Tier I program and then, and only then, may the coach of the Tier I team fill the roster

spot vacated by the player. The player will not be allowed to play Tier II for that season.

11.2.7 Tryouts

- a) No tryout may be held prior to May 9.
- b) Communication of intent to hold tryouts for a Tier I program cannot be made prior to the completion of the National Tournament. Additionally, any announcement/communication of a Tier I program tryout prior to May 8, must include a notation that final application for Tier I status is to be finalized by May 8.
- c) No program may advertise Mite, Squirt or Girls as being Tier I.

11.3 Tier II - It is the intent of Southern Amateur Hockey Association that Tier II hockey be community and State based teams where community is defined as a metro area surrounding member associations.

11.3.1 Tournament Advancement

11.3.1.1 Tier II teams advance through the Southern Amateur Hockey Association State qualifying tournaments and advance to the USA Hockey National Tournaments.

11.3.1.2 Each State within the Southern Amateur Hockey Association affiliate shall have a State qualifying tournament for each age group in which there is more than one team declared as national bound. This qualifying tournament must be completed no later than three weeks prior to the beginning date of the USA Hockey National Tournaments. Each State's Southern Amateur Hockey Association's Director(s) shall be primarily responsible for the organization, management and oversight of this tournament in conjunction with the Southern Amateur Hockey Association's Tournament Committee Chair. State Directors shall report to the Tournament Committee Chair by January 15th each year, the number of national bound teams in their State at each age group, and the tournament dates, location and format for their State

11.3.2 Rostering Players

11.3.2.1 Member associations may roster players for Tier II teams as follows:

- i. Players from their own State. Additionally, players from border cities such as Columbus, Georgia, Phenix City, Alabama, Memphis, Tennessee, Jackson, Mississippi, Augusta, Georgia, may choose to play in either their home state or the closest state bordering their city.

11.4 Member Associations may NOT roster players that reside outside their State except as otherwise stated in 11.3.2.1 above. Associations wishing to roster players outside their state who do not live in the border cities mentioned may request a variance. Any request for a variance must be made in writing and

submitted to the Southern Amateur Hockey Association Dispute and Discipline Resolution Committee for review. The Dispute and Discipline Resolution Committee will then submit the request and its recommendation to the Southern Amateur Hockey Association Board for a vote within two weeks.

11.4 Tryouts - Member Associations shall hold open tryouts for Tier II tryouts. No tryout may be held before May 30th for the following season

11.5 Player/Team Commitments.

11.5.1.1 It is the intent of SAHA for member associations and players to honor commitments to national bound teams. A player may not be added to a Tier II roster if they have previously been rostered by any other Tier I or Tier II roster. A player will be deemed "rostered" if his or her name appears on an official USA Hockey roster form or if his or her USA Hockey registration form has been submitted by a team to the District Registrar for the purpose of rostering the player. Thus, the act of submitting a USA Hockey registration form to a team, given that a signature is no longer required to complete a USA Hockey roster, will constitute a presumption of the players intent to be rostered with that team. Any request for variance for this must be as follows:

- (a) must be requested by the board of the member association desiring to receive the player;
- (b) be made in writing to the Youth Committee chair;
- (c) must include a financial release from the member association the player is leaving;
- (d) must be passed by an 80% majority of the SAHA board of directors;
- (e) will result in an automatic review by the DDR committee for possible tampering.

No variance will be granted after December 15th. Southern Amateur Hockey Association will grant or deny these transfers in keeping with the intent that players have made a commitment to a team.

11.5.1.2 It is the intent of Southern Amateur Hockey Association for Tier II teams to commit to players. Member associations may not roster Tier II Teams players before July 1st for the following season.

11.5.1.3 Any player released from a Tier II team without the players request is immediately free to sign another national bound team roster.

11.5.1.4 No team may release a player after December 15th unless for financial issues, injury, or discipline issues.

11.5.1.5 Any player released from a Tier II team after September 1 for the express purpose of the team adding

a different player may appeal to the Dispute and Discipline Resolution Committee for possible reinstatement to that team.

11.6 Girls/Womens - It is the intent of Southern Amateur Hockey Association to provide guidelines for the girls/women's national bound teams

12 TAMPERING

12.3 Tampering shall be defined as recruitment of a player rostered on a USA Hockey national bound team (tier I, Tier II, or Girls) roster for any other USA Hockey national bound team, for any playing season, without that player having a signed written financial release from the member association with which the player is rostered

12.4 Complaints for alleged violations of this rule shall be referred to the Discipline and Dispute Resolution Committee of the Southern Amateur Hockey Association. A coach, team or association that violates the tampering policy shall be subject to fine up to \$1000.00, one-year suspension or both. The fine shall be paid by the association. To open a tampering inquiry an association is required to submit a \$250.00 deposit along with a written complaint to the Dispute and Discipline Resolution Committee. If the complaint is found to be valid the \$250.00 will be refunded.

13 PLAYER TRANSFER/RELEASE LETTERS

13.1 Any player transferring from one Association to another Association is required to obtain a financial release letter signed by the President or Treasurer of the current Association.

13.2 Supplemental rosters adding a player whereby that player is transferring from another association should be accompanied by a copy of the financial release letter.

13.3 All requests for release should be made in writing to the current Association. Such Association shall have 10 days from receipt of the written request to respond by either granting the letter or release or providing details for its refusal to grant a release. This letter should advise the player of the requirement to fulfill their obligation and obtain a release from the Association, and must also advise the player of their right to appeal to the SAHA Discipline and Dispute Resolution Committee. If the player has no financial obligation to the current Association, the current Association shall not withhold a release. The SAHA Board of Directors shall have the final authority to release a player who is refused a release without due cause.

