NATIONAL COLLEGIATE DODGEBALL ASSOCIATION, INC.

BYLAWS AND CONSTITUTION

Preamble and Introduction

National Collegiate Dodgeball Association, Inc. Bylaws & Articles of Incorporation as a 501(c)(3) Nonprofit Organization.

The Organization previously operated as an unincorporated student-run organization known as "Midwest Dodgeball Conference" (2004-2006). The name was changed to "National Collegiate Dodgeball Association" (2006-2014). The Organization was incorporated in Kentucky as a non-profit organization on January 18th, 2014 and was granted 501(c)(3) tax-exempt status on November 16th, 2014 as "National Collegiate Dodgeball Association, Inc.".

Article I: Naming and Offices

A. Title. The full and official title of this organization is "National Collegiate Dodgeball Association Inc." It may be referred to by its official abbreviation, "NCDA", "National Collegiate Dodgeball Association", or "the Association." It shall hereby be referred to in these Bylaws and subsequent Policies/Documents as "Organization".

1. The Organization may establish such acronyms or abbreviations as may be appropriate for business use, and may establish logos, service marks, or trademarks as may be appropriate to further its purposes, mission recognition and goals.

B. Status. The Organization is incorporated as a non-profit organization and licensed pursuant to the laws of the Commonwealth of Kentucky, abiding by the laws of all states or provinces in which it operates, and in accordance with the laws, rules, and regulations of a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of the United States of America. The Organization shall be operated for charitable and educational purposes.

C. Offices. The Principal Office of the Organization shall be in the Commonwealth of Kentucky. Organization may have such other offices, either within or outside Kentucky, as the Executive Board may designate or as the affairs of the Organization may require.

D. Domain. The Organization shall aim to include and represent all collegiate

dodgeball organizations and clubs in North America, including the United States, Canada, and Mexico; including their respective territories and dependencies. If a collegiate dodgeball organization wishes to join the Organization and is outside the United States, reasonable efforts shall be made for inclusion within the parameters outlined under Section 501(c)(3) of the Internal Revenue Code of the United States of America.

Article II: Purposes

Consistent with the Articles of Incorporation filed in the Commonwealth of Kentucky, the Organization shall operated under the following purposes:

A. Abbreviated Purpose. The purpose for which the Organization is organized is to act as the premier governing body that fosters an educational, athletic, and recreational atmosphere for collegiate-level competition in the sport of Dodgeball by involving its members in the organizing, promoting, and hosting of events.

B. General Purpose. The Organization is organized and operated for the following general purposes:

1. Exclusively for charitable and educational purposes and to foster national or international amateur athletic competition within the meaning of §501(c)(3) of the Internal Revenue Code of 1986 (as amended), including for such purposes, the making of distributions to organizations which are recognized as exempt from tax under such §501(c)(3); and

2. To exercise such of the rights, powers, duties and authority of a nonprofit corporation organized under the Nonprofit Corporation Act of the Commonwealth of Kentucky which are consistent with the preceding paragraph.

C. Specific Purpose. The specific purposes of the Organization include, without limitation, the following:

1. To foster, promote and advance participation in the growth and development of Dodgeball;

2. To encourage and assist amateur athletes and their participation in local, national and international competition in the sport of Dodgeball;

3. To educate and inform the public of all aspects of the benefits to be derived from Dodgeball;

4. To guard the interests of the members of the Organization and to encourage good sportsmanship and fair play;

5. To train students in basic skills up through advanced skills, and to encourage them to attend local, state, national, and international competitions and tournaments;

6. To make training programs open to all who have a desire to learn about Dodgeball and a desire to learn something about themselves.

7. To combat delinquency by providing the healthy extracurricular activity of Dodgeball which strives to help develop individuals in social, athletic, and wellness aspects; and

8. To represent area athletes and their parents within the rules and bylaws of the Organization.

Article III: Powers

The Organization shall be autonomous in its governance of the sport of Dodgeball, in that it independently shall determine and control all matters central to such governance, shall not delegate such determination and control to other organizations, and shall be free from outside restraint. This provision shall not be construed as preventing the Organization from contracting with third parties for administrative assistance and support in connection with its purposes or from delegating to its members the authority to conduct certain portions of the Organization's program. In connection therewith, and without limiting any powers granted by applicable state law, the Organization shall have the following powers:

A. Coordination. Serve as the coordinating body for collegiate competition in the sport of Dodgeball in the United States;

B. Facilitation. Conduct collegiate competition in the sport of Dodgeball, including regional and national championships and Events in the United States, and establish procedures for the determination of eligibility standards for participation in such competitions;

C. Conflict Resolution. Facilitate, through orderly and effective administrative procedures, the resolution of conflicts or disputes which involve any of its members, coach, trainer, manager, administrator, official, or Amateur Sports Organizations, which may arise;

D. Offices. Establish and maintain offices for the conduct of the affairs of the Organization;

E. Publications. Publish one or more newspapers, magazines, online publications or other publications consistent with its corporate purposes;

F. Promotion. Promote and encourage educational programs in the sport of Dodgeball, including programs that inform people of the virtues of good citizenship and Spirit of the Game, of the cultural aspects of amateur athletic activities, and of the benefits of physical fitness and participation in amateur athletic activities; and

G. Furtherance. Take such other actions and engage in such other activities as may be consistent with and in furtherance of the purposes of the Organization.

Article IV: Definitions

The following terms shall be used to define certain aspects of the Organization's brand of Dodgeball.

A. Member. An enrolled student pursuing a degree at an Institution of Higher Education or Alumni of a Member Team. Administration and Staff of the Organization also become Members upon beginning their role in the Organization.

1. Student-Athlete. An enrolled student pursuing a degree at an Institution of Higher Education who also meet the requirements set forth by their respective Institution for intercollegiate competition belonging to their Institution's Dodgeball organization. Student-Athletes are the only sub-classification of Member permitted to participate in intercollegiate competition at Organization-sanctioned Events.

2. Alumni. Formerly enrolled student at an Institution of Higher Education who participated in at least one intercollegiate competition as a member of their Institution's Dodgeball organization. Alumni are permitted to act as Coach, Advisor, or other various roles of Member Team Administration but

are strictly prohibited from actively participating in intercollegiate competition in the role as an Active Player. Alumni can serve the Organization as Officials, Staff, Administration, or other necessary roles. Alumni can, however, participate at Organization-sanctioned Events in Special Matches (See Article IV.C.1.a).

3. Staff. A Member serving in some role of the Organization. Competition restrictions are determined by Member's status as either Student-Athlete or Alumni. If Staff Member's status does not identify with Article IV.A.1 or Article IV.A.2, that member is not permitted to participate in Organization-Sanctioned intercollegiate competition. Staff can, however, participate at Organization-sanctioned Events in Special Matches (See Article IV.C.1.a)

4. Administration. A Member serving in some administrative role of the Organization. This includes members of the Executive Board, Committee Chairs, and other roles deemed Administration by the Executive Board. Competition restrictions are determined by Member's status as either Student-Athlete or Alumni. If Administration Member's status does not identify with Article IV.A.1 or Article IV.A.2, that member is not permitted to participate in Organization-Sanctioned intercollegiate competition. Administration can, however, participate at Organization-sanctioned Events in Special Matches (See Article IV.C.1.a)

B. Member Team. A group of Members attending the same Institution of Higher Education whom agree to compete against other Member Teams. There can be only one Member Team per Institution of Higher Education. In order to become a Member Team of the Organization, they must:

1. Be a registered student organization or club sport of an Institution of Higher Education;

2. Have at least ten (10) eligible Members to participate in intercollegiate competition, as required by the Organization Rulebook;
    a. This includes at least ten (10) Student-Athletes (Article IV.A.1)

3. Submit current contact information for scheduling purposes (upon receipt of information, the organization will be noted as an Upcoming Member Team);
    a. Upcoming Member Team. A student organization at an Institution of Higher Education that has explicitly expressed interest in

becoming a Member Team of the Organization, but has not yet completed all four requirements set forth under Article IV.B.

4. At least once per fiscal year, participate in an Organization-sanctioned Event under the Organization's ruleset against another Member Team. An inducting Match does not need to include a current Member Team, so two Upcoming Member Teams may play each other to attain Member Team status.

C. Event. An Organization-sanctioned Match, Series of Matches, or Tournament between at least two Member Teams (or any combination including an Upcoming Member Team) played under the Organization's ruleset.

1. Match. An Organization-sanctioned intercollegiate competition between two Member Teams (or any combination including an Upcoming Member Team) played under the Organization's ruleset.

a. Special Matches. An Organization-sanctioned Event that specifically permits Members, Alumni, Staff, and/or Administration to also participate in competition. These Events are solely for fun. These are recorded in the Records, but are not reflected in any Organization ranking of Member Teams.

2. Series of Matches. At least two Organization-sanctioned Matches in the same 24-hour time frame between at least two Member Teams (or any combination including an Upcoming Member Team) played under the Organization's ruleset. This type of Event typically does not determine an overall winner. It can also be referred to colloquially as a "round-robin" or "invitational".

3. Tournament. At least three Organization-sanctioned Matches in the same 72-hour time frame between at least four Member Teams (or any combination including an Upcoming Member Team) played under the Organization's ruleset. This type of Event includes an elimination bracket to determine an overall winner.

a. Nationals. Nationals is the post-season Tournament to determine a champion Member Team of the Organization for a fiscal year.

(i) Host. The interested Member Teams that wish to host Nationals of the following year will officially announce their nomination at the Annual Captains' Meeting.

(ii) Voting for Host. For the two weeks after the Nationals Championship Game is played the Organization will remain open

for nominations for a Host for Nationals of the following year. Once that time frame has expired, a voting ballot will be sent out to each of the Member Teams via email on May 1st. Each Member Team will be given one vote. Member Teams will have until May 6th to submit their voting ballot. The Board will count the vote and announce the results by May 8th.

(iii) Date. Nationals is typically held on one of the first two weekends of April. Nationals has the option to run Friday-Sunday or Saturday-Sunday. Dates are reliant on the availability of the Host's facilities.

(a) Avoided Dates. The Organization shall do everything in its power to avoid scheduling Nationals during the same time as any Member Team's Spring Break and Easter.

(iv) Entrance Fee. Member Teams will have to pay a Nationals Entrance Fee in order to participate in the Event. The amount will be determined by the Director of Nationals based on the budget.

(v) Non-Bracket Format. The days of the Event other than Sunday will be comprised of round-robin style of competition. Each Member Team will compete against three unique Member Teams. A Member Team's competitors will be determined by the following factors:

(a) Requested Game. Each Member Team will provide the Nationals Committee with a list of two other Member Teams they would like to compete against. Depending on the other factors below, Each Member Team will compete against at least one of their Requested Games.

(b) Unique Matchup. Each Member Team will compete against one opponent at Nationals they have not competed against during the current fiscal year.

I. Exception. If a Member Team has competed against every other attending Member Team at Nationals during the regular season, they shall compete against the Member Team they have competed against the least amount of times.

(c) Evenly Matched Opponent. Each Member Team will compete against at least one opponent at Nationals that is within one standard deviation of their ranking.

(d) Overlap. If any of the three factors above overlap with one another. The rest of the matches for that Member

Team will be determined based on what the schedule of competitors allows.

(vi) Bracket Format. The Sunday of Nationals will be comprised of a single-elimination bracket. The Member Team which goes undefeated on the Sunday of Nationals will be determined the NCDA Champions.

(a) Bracket Seeding. The seeding of the bracket for the Sunday of Nationals will be determined based on the following criteria:

I. Value. The games played during the Non-Bracket portion of Nationals will have double the value of the regular season Matches. The seeding of the Bracket will reflect the ranking of the Member Teams based on the regular season Matches and the Matches played during the Non-Bracket portion of Nationals.

II. Seeding Changes. The seedings may not be changed for any reason.

(vii) Special Matches. Nationals will also host Special Matches that have no bearing on results or Member Teams. The Special Matches are purely for fun.

(a) Alumni/Staff Game. The Alumni/Staff Game gives the opportunity for any attending Alumni or Staff to compete in a 25-minute Match against one another.

(b) Ladies Match. The Ladies Match gives the opportunity for any attending females to compete in a 25-minute Match against one another.

(c) All Star Game. The All Star Game give the opportunity for the most talented Members of the Organization to compete in a 25-minute Match against one another.

I. Format. The entire format of the All Star Game shall be determined by the DoN and the Nationals Committee.

(viii) Captains' Meeting. On Saturday of Nationals after all games have been played for the day, the Board will host the annual Captains' Meeting which is mandatory for all Captains and/or Officers of the attending Member Teams. The Captains' Meeting agenda shall cover the following:

(a) Introduction to Meeting and Introduction of Board.

(b) Roll Call of Member Teams.
(c) Match Results so far.
(d) Bracket Seedings and Schedule.
(e) Research and Development.
(f) Review of Rule Changes that took effect this year.
(g) Review of Rule Change proposals for next year.
(h) Policy and Bylaws update.
(i) Treasury Report.
(j) Growth of Organization.
(k) Bids for next year's Nationals Host.
(l) Nominations for open Board member positions.
(m) Summer Events.
(n) Thanks and Adjournment.

Article V: Executive Board

A. In General. The Organization shall be governed by an Executive Board whose members are selected in accordance with the provisions of these Bylaws. Henceforth, the Executive Board will be referred to as the "Board" in these Bylaws and subsequent Policies and Documents.

B. Authority. The Board shall represent the interests of the Dodgeball community for Dodgeball in North America and its Members by providing the Organization with policy, guidance and strategic direction. The Board shall oversee the management of the Organization and its affairs. The Board shall focus on long term objectives, impacts, and day-to-day management of the Organization. In addition, the Board shall perform the following specific functions, among others:

1. implements, procedures to orient new Board members, to educate all Board members on the business and governance affairs of the Organization, and to evaluate the performance of the Board;

2. reviews and approves the Organization's strategic plan and the annual operating plans, budget, business plans, and corporate performance;

3. sets policy and provides guidance and strategic direction to management on significant issues facing the Organization;

4. reviews and approves significant corporate actions;

5. oversees the financial reporting process, communications with donors, and the Organization's legal and regulatory compliance program;

6. oversees effective corporate governance;

7. approves financial strategies, borrowing commitments, and long-range financial planning;

8. reviews and approves financial statements, annual reports, audit and control policies, and, upon the recommendation of the Audit and Ethics Committee, selects independent auditors;

9. monitors whether the Organization's assets are being prudently invested;

10. monitors the Organization's compliance with laws and regulations and the performance of its broader responsibilities; and

11. ensures that the Board and staff are properly structured and prepared to act in case of an unforeseen corporate crisis.

C. Diversity. The Organization is committed to taking meaningful and intentional actions to promote diversity among Board members. Organization recognizes the need to promote and enhance diversity throughout the sport of Dodgeball and diversity among Board members is consistent with and in furtherance of that overall goal. Board members shall be selected without regard to race, color, religion, age, gender, sexual orientation, national origin or disability.

D. Composition. The Board shall be comprised of seven Chairs:

1. President.

a. Responsibilities. The President is to maintain and manage the Organization. Some specific duties include, but are not limited to:

(i) Presence. Acting as the public face of the Organization.

(ii) Bylaws. Maintaining the Policies, Bylaws, and Constitution of the Organization.

(iii) Assistance. Assisting all other Board members with their responsibilities.

(iv) Announcements. Making official announcements on behalf of

the Organization.

(v) Laws and Regulations. Maintain understanding of laws, policies, and procedures for 501(c)(3) organizations in the United States.

(vi) Voting. Voting on all decisions made for the organization.

(vii) Relationships. Establishing and maintaining relationships with potential sponsors and other shared-interest organizations in the United States and elsewhere.

(viii) Success. Maintaining and promoting the success of the Organization.

(ix) Other tasks. Doing any task deemed necessary.

b. Term. The President's term shall be for the duration of two fiscal years. The President's term shall begin and end at the start of the fiscal year ending with an odd number (e.g. 2015, 2017, 2019).

c. Voting Power. This position allows for one vote on the Board.

2. Treasurer.

a. Responsibilities. The Treasurer is to maintain and manage the finances of the Organization. Some specific duties include, but are not limited to:

(i) Laws and Regulations. Maintain understanding of laws and regulations associated with finances in nonprofit organizations under the parameters outlined under Section 501(c)(3) of the Internal Revenue Code of the United States of America.

(ii) Bank account maintenance. Maintain relationship with bank, signing checks, and investing excess funds wisely under the parameters outlined under Section 501(c)(3) of the Internal Revenue Code of the United States of America.

(iii) Financial transaction oversight. Being knowledgeable about who has access to the Organization's funds, and any outstanding bills or debts owed, as well as developing systems for keeping cash flow manageable.

(iv) Budgets. Developing the annual budget as well as comparing the actual revenues and expenses incurred against the budget.

(v) Financial Policies. Overseeing the development and observation of the organization's financial policies.

(vi) Reports. Keeping the Board regularly informed of key financial events, trends, concerns, and assessment of fiscal health in addition to completing required financial reporting forms in a

timely fashion and making these forms available to the board.

(vii) Dues. Collecting annual membership dues from each represented Member Team.

(viii) Creating invoices. Create and maintain record of invoices sent to vendors and Member Teams.

(ix) Filing Taxes. Filing annual federal taxes. This includes but is not limited to Form 990 or any variations of that form along with the subsequent Schedules associated with it.

(x) Research. Seeking guidance from outside sources when questions arise.

b. Term. The Treasurer's term shall be for the duration of two fiscal years. The Treasurer's term shall begin and end at the start of the fiscal year ending with an odd number (e.g. 2015, 2017, 2019).

c. Voting Power. This position allows for one vote on the Board.

3. Director of Officiating.

a. Responsibilities. The Director of Officiating ("DoO") is responsible for managing the rulebook, officials, and records of the Organization. Some specific duties include, but are not limited to:

(i) Rulebook Committee. Creating and managing the Rulebook Committee.

(ii) Publishing. Publishing a new version of the Organization Rulebook each year with the appropriate changes.

(iii) Officials. Managing the Officiating Staff and assisting in scheduling of Officials for Events as deemed necessary.

(iv) Records. Maintaining the Records of games played.

(v) Rankings. Maintaining the Ranking Systems for Member Teams of the Organization.

(vi) Development Team. Co-directs the Development Team along with the DoO, consisting of Front End Web Developers, Back End Programmers, and any other colleagues as needed to fulfil the tasks of the office.

(vii) Improve. As co-director of the Development Team, improve the Organization's website through good design and development.

b. Term. The DoO's term shall be for the duration of two fiscal years. The DoO's term shall begin and end at the start of the fiscal year ending with an odd number (e.g. 2015, 2017, 2019).

c. Voting Power. This position allows for one vote on the Board.

4. Chief of Content.

a. Responsibilities. The Chief of Content ("CoC") is responsible for the media presence of the Organization, both online and in print. Directs different teams consisting of multiple people. Some specific duties include, but are not limited to:

(i) Content Team. Direct the Content Team, consisting of Content Writers, Podcast Hosts, Graphic Designers, and any other Members as needed to fulfil the tasks of the office.

(ii) Development Team. Co-directs the Development Team along with the DoO, consisting of Front End Web Developers, Back End Programmers, and any other colleagues as needed to fulfil the tasks of the office.

(iii) Articles. As director of the Content Team, keep the Organization's website in order by posting regular articles on mostly Dodgeball related subjects.

(iv) Updating. As director of the Content Team, keep the Organization's website in order by maintaining and updating existing static content, while introducing new content as needed.

(v) Production. As director of the Content Team, produce both written or graphical elements of print, as required by the Organization's operations.

(vi) Improve. As co-director of the Development Team, improve the Organization's website through good design and development.

(vii) Social Management. As director of the Social Management Team, maintain the League's online social identity and presence.

b. Term. The CoC's term shall be for the duration of two fiscal years. The CoC's term shall begin and end at the start of the fiscal year ending with an even number (e.g. 2016, 2018, 2020).

c. Voting Power. This position allows for one vote on the Board.

5. Director of League Expansion.

a. Responsibilities. The Director of League Expansion ("DoLE") is responsible for acting as the liaison between prospective Member Teams and the Organization. Some specific duties include, but are not limited to:

(i) Recruitment. Actively seek out potential Member Teams.

(ii) Assistance. Help prospective Member Teams in creating the team at their institute of higher education.

(iii) Advisor. Act as advisor for new Member Teams to make sure their transition into the Organization goes smoothly.

(iv) Follow up. Follow up on old leads for prospective new Member Teams.

(v) Campaigns. Develop campaigns for recruiting new Member Teams into the Organization.

(vi) League Ambassadors. Managing the League Ambassadors.

b. Term. The DoLE's term shall be for the duration of two fiscal years. The DoLE's term shall begin and end at the start of the fiscal year ending with an even number (e.g. 2016, 2018, 2020).

c. Voting Power. This position allow for one vote on the Board.

6. Director of Relations.

a. Responsibilities. The Director of Relations ("DoR") is responsible for building and maintaining relationships with the community, charitable organizations, and Alumni. Some specific duties include, but are not limited to:

(i) Alumni Relations. Managing the Office of Alumni Relations. Keeping alumni involved in the Organization. Working with CoC to develop stories on alumni.

(ii) Charitable Organizations. Working to create and maintain relationships with charitable organizations. Working with DoLE on campaigns that both help with recruitment and raise funds for charitable organizations.

(iii) Community. Creating campaigns to help develop positive relationships with our Organization and the communities the Members belong to.

(iv) Other Tasks. Assisting other directors on tasks related to the benefit of the organization.

b. Term. The DoR's term shall be for the duration of two fiscal years. The DoR's term shall begin and end at the start of the fiscal year ending with an even number (e.g. 2016, 2018, 2020).

c. Voting Power. This position allows for one vote on the Board.

7. Director of Nationals.

a. Responsibilities. The Director of Nationals ("DoN") is responsible for the planning, organization, and execution of the annual end-of-season event "Nationals". Some specific duties include, but are not limited to:

(i) Nationals Team. Requires assembling and working in a team,

including a non-voting Assistant Director of Nationals, to ensure Nationals Event is the prime standard for all other organizational events.

(ii) Communication. Maintain regular communication to keep the Organization up-to-date with necessary and related issues, which may include social media updates, website articles, email, or phone correspondence.

(iii) Integrity. Maintain the Organization's image, integrity, and spirit in planning the Event.

(iv) Reservations. Reserve adequate court space for Event, including reserving a location for the annual Captains' Meeting.

(v) Accommodations. Use the size of the Event and the amount of attendees to negotiate and secure arrangements for lodging accommodations, event shirts, and any other purchases that benefit from bulk purchasing power.

(vi) Budgeting. Create and maintain a budget for total Event expenses, which may include applying for funding from the Host Institution.

(vii) Entry Fee. Set the Event Entry Fee and collect from attending Member Teams.

(viii) Safety. Ensure the safety of all visitors and Members during the course of the Event.

(ix) Scheduling. Create and announce schedule of the Event which includes: the Captains' Meeting, League Picture, Match schedule, Officiating assignments, and other necessary Event plans.

(x) Along with any present members of the Board, declare the Nationals Championship team and present the Member Team with the Nationals Trophy.

b. Term. The DoN's term shall be for the duration of one fiscal year. The DoN's term shall begin at the start of the fiscal year in which the institution they represent is hosting Nationals.

c. Voting Power. This position allows for one vote on the Board.

E. General Qualifications. Each Board member shall exhibit the following general qualifications below:

1. Be at least eighteen (18) years of age;

2. Be of good character;

3. Be judged, qualified, and appropriate for the particular position;

4. Be committed to serving in the best interest of the Organization and the sport of Dodgeball regardless of the constituency that elects the Board member;

5. Be willing to adhere to the Organization's policies and procedures;

6. Possess strong communication and interpersonal skills;

7. Must be able to commit at least 8 hours each week throughout their term;

a. Some positions may involve more of a time commitment during certain periods of their year;

8. Be a member of the Organization in good standing; and

9. Board members shall not represent any one region, district or constituency group and shall act in the best interests of the Organization without regard to geographic allegiance or other concerns.

F. Term Limits. No Board member shall serve more than two (2) consecutive terms in the same position and there shall be a minimum of one (1) year between the expiration of the second consecutive term in the same position and the start of a new term in that same position.

G. Election and Appointment. Board members shall be elected as follows:

1. Nominations. Nominations for an open Board position are made by any Member Teams between April 1st and May 31st.

2. Eligibility. Alumni and current Student-Athletes are eligible to serve on the Board.

a. Over-Representation. No current or former Member of a Member Team may hold enough positions on the Board to establish a quorum. (*four of seven Board members may not belong to or are alumni of the same Institute of Higher Education.)

3. Acceptance. Nominees must accept their nominations by June 5th.

4. Voting Ballot. Member Teams will receive one voting ballot via email by June 15th.

5. Voting. Member Teams will submit one ballot each following the preferential voting system by June 25th.

a. Alumni Voting. Alumni will also get to vote as a collective team. All Alumni votes will be counted up and the majority winner will be cast as their vote. The collective Alumni vote will count the same as one Member Team.

6. Counting. The DoN will count the votes and announce the results to the current Board by June 28th.

7. Position. The winners of the election will have to either accept or deny their position by June 30th.

8. Announcement. The new Board members will be announced via website article on July 1st.

9. DoN. The DoN is not an elected position. The Member Teams of the Organization vote on a Host for Nationals of the following year. The winning Member Team of the Nationals Host election will internally elect or appoint a Member of the Organization to act as Director of Nationals. This elected or appointed Member must also accept their role as DoN. Traditionally, the DoN has been either a Student-Athlete or Alumni of the Member Team hosting Nationals.

H. Meetings. The Board shall virtually meet at least five (5) times per fiscal year. Additional meetings may be scheduled by the President as necessary. The annual meeting shall be a face to face meeting occurring once per year, and shall constitute as one of the five (5) meetings required by Article V.H.

1. Special Meetings. A special meeting of the Board of may be held at any time and at any place when called by the President of the Board or by four (4) or more Board members after proper notice has been given pursuant to Article V.H.4.

2. Attendance at Meetings. Board members shall attend all regular meetings of the Board whenever practicable, and physical attendance is required at the

annual meeting and at other regular meetings unless alternative arrangements have been made with the President. The DoO shall monitor the attendance of Board members at meetings of the Board and Board members who fail to attend meetings shall be required to explain the reason or reasons for their absence to the President.

a. Any member of the Board who fails to attend at least three-quarters of the meetings of the Board during his or her initial term shall not be eligible for re-election to a second term unless the Board determines that unique and extraordinary circumstances prevented a particular individual from attending at least three-quarters of the meetings of the Board during his or her initial term, in which case such individual shall be deemed eligible for re-election to a second term.

3. Remote Presence. Unless otherwise provided by law, the Articles of Incorporation or these Bylaws, Board members may participate in any meeting by means of a conference telephone, web conferencing, or similar communication device through which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

a. Meetings of the Board of may take place entirely through the use of a conference telephone, web conferencing, or similar communication device if circumstances require that a meeting be conducted in such manner, as determined by the President.

4. Notice. Notice of any meeting of the Board shall be given by the President or by the President's designee. Notice of each regular meeting of the Board, stating the place, day and hour of the meeting, along with the agenda and any supporting materials, shall be given to each Board member prior to the time designated for the meeting. Written notice may be delivered by electronic transmission.

a. Reasonable notice consisting of at least five (5) days prior notice of the time and place of special meetings of the Board of shall be given to each Board member. Such notice need not specify the purposes of a meeting, unless otherwise required by law, the articles of incorporation or these Bylaws or unless there is to be considered at the meeting:

(i) contracts or transactions of Organization with interested persons;

(ii) amendments to the Articles of Incorporation or these Bylaws;

(iii) an increase or decrease in the number of Board members;

(iv) removal or suspension of a Board member; or

(v) the merger or conversion of Organization.

b. Subject to all applicable law, the transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though there had been a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Board members not present signs a written waiver of notice.

c. A Board member may waive notice of any meeting before or after the time and date of the meeting.

5. Quorum. At any meeting of the Board a simple majority of the Board members then in office shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

6. Action by Vote. When a quorum is present at any meeting, a majority of the Board members present at the meeting shall decide any question, including election of officers, unless otherwise provided by law, the Articles of Incorporation or these Bylaws.

7. Action by Writing. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if the Board members are provided the notice, two-thirds of all Board members then in office consent to the action in writing and the written consents are filed with the records of the meetings of the Board. Such consents shall be treated for all purposes as a vote at a meeting. If the President or presiding officer receives a written demand that such action not be taken without a meeting, then the Board shall hold a meeting to vote on the action.

I. Removal. At any meeting of the Board, any Board member may, by a vote of not less than five-sixths of the Board Members then in office, be removed from office for cause and a successor may be appointed pursuant to Article V.K below. The Board member in question shall not participate in the vote. For purposes of this Section "cause" shall mean the failure by the Board member to carry out his or her duties or responsibilities as a Board member or any action or inaction which materially and adversely affects or may affect the Organization.

J. Resignation. Any Board member may resign at any time by giving

written notice to the President. Such resignation shall take effect at the time specified therein or, if no time is specified, at the time of acceptance of the resignation as determined by the Board.

K. Vacancies. In the event of the death, resignation, or removal of a Board member, the Board may elect a successor for the unexpired term. The Board shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number.

1. Replacement. Each Board member so elected shall serve for the unexpired portion of the term of the Board member being replaced.

a. If the remaining term is less than one-half (1/2) of the length of a full term, such unexpired term shall not be counted toward the two-term service limit set forth in Article V.F of these Bylaws.

b. If the remaining term is one-half (1/2) or more of the length of a full term, the remaining term shall be counted as a full term with respect to the Board member elected to fill such vacancy for purposes of said two-term service limit (Article V.F).

L. Compensation. No compensation shall be paid to any Board member for services as a Board member but, at the discretion of the Board, a Board member may be reimbursed for travel and actual expenses necessarily incurred in attending meetings and performing other duties on behalf of the Organization.

M. Hierarchy. The Board has a flat hierarchy, with the Office of the President acting as the public figure of the Organization. The President has no more power than any other member on the Board, but will be viewed and portrayed as the ultimate authority. This is not done to misrepresent the power structure of the Organization, it is simply more effective to allow one member of the Board to act as the public figure.

1. Member Teams. Member Team Officers will report directly to the appropriate Board Member depending on their intent in relation to their respective Member Team concerning Events, Policies, rule inquiry, financial status, news and announcements, etc.

Article VI: Rulebook, Bylaws, and Policies

The Organization is a fluid entity and is flexible to change and further consideration. The

Organization opens its ears to all suggestions for change.

A. Suggestions. Members are encouraged to voice their opinions for change at any time on the Organization's official online forum.

B. Discussion. Members are to discuss the Suggestions year-round in order to ensure the best possible outcome.

C. Captains' Meeting. Options discussed on the Organization's official forum, will be brought to a vote for further consideration at the annual Captains' Meeting during Nationals (Article IV.C.3.a.viii).

1. Vote. This vote is purely to decide whether the change should be voted on during the official electronic vote. A majority of Member Teams present at the Captains' Meeting must vote "yes" in order for the change to appear on the official ballot.

2. Discussion. Discussion on changes (Article VI.B) should not cease after the Captains' Meeting vote. Members still have time to persuade each other before the official ballot is sent out.

D. Voting Ballot. Member Teams will receive one voting ballot via email by July 15th.

E. Voting. Member Teams will submit one ballot each following the preferential voting system by July 31st.

1. Inter-team Voting. It is encouraged that Member Team officers communicate with their Member Teams in order to gain an appropriate consensus regarding the changes.

F. Counting. The DoO will count the votes and announce the results to the current Board by August 8th.

G. Announcement. The new changes will be announced via website article on August 10th.

1. The new changes take effect at the same time the website article is published.

H. Publication. The documents reflecting these new changes will be published no later than September 1st.

I. Nonconsenting Change. Alterations to the Rulebook, Policies, and Bylaws may be made by the Board without the consultation of the Member Teams if the changes do not alter the format/style of the game, but are merely changes in phrasing, or for clarity purposes.

1. If Nonconsenting Change is made, an article must be published on the Organization's website to update the Members of the change. It is at the point of publication of the website article that these Nonconsenting Changes will go into effect.

Article VII: Member Team Obligations

It is the responsibility of the Member Teams to maintain a certain repertoire to keep their status in the Organization. Member Teams are to:

A. Pay annual Organization Membership Dues in a timely matter.

1. Membership dues are $100 per fiscal year per Member Team but are subject to change with an adequate notice to the Member Teams of at least six months from the due date.

2. Member Teams are given a grace period of at least 19 months upon changing their status from Upcoming Member Team to Member Team after their first Match is played in the Organization.

a. The first Membership Dues will be paid by a Member Team after a time period in which two Nationals Championship Games have been played since the Member Team's first Organization-sanctioned Match.

(i) Example: If a Member Team's first Match is in February of 2016, they will be required to pay their first Membership Dues in December 2017. This is because the Nationals Championship Game in April 2016 and April 2017 would have been played. Thus, the Member Team will be required to pay Membership Dues for the 2018 Season, which would be due on December 31, 2017.

(ii) Example: If a Member Team's first Match is in September of 2016, they will be required to pay their first Membership Dues in December 2018. This is because the Nationals Championship

Game in April 2017 and April 2018 would have been played. Thus, the Member Team will be required to pay Membership Dues for the 2019 Season, which would be due on December 31, 2018.

B. Report Member Team contact information each year to the Organization.

C. Report Event results to the Organization upon completion of the Event.

D. Appear at Events priorly committed to.

1. Forfeits. If a Member Team has previously committed to attend an Event, but later decides not to attend an Event, they must announce their intention to cancel within a defined time period.

a. If a Member Team cancels ten (10) or more days prior to the Event, no forfeits may be imposed on that Member Team.

b. If a Member Team cancels less than ten (10) days prior to the Event, but another Member Team replaces the canceling Member Team, no forfeits may be imposed on the canceling Member Team.

c. If a Member Team cancels less than ten (10) days prior to the Event, and no other Member Team can replace the canceling Member Team, a forfeit will be applied to the canceling Member Team's Matches.

(i) Determination of Forfeits. A participating Member Team may propose a forfeit be applied to the canceling Member Team's Matches by submitting a written request to the League. A Board vote will determine the application of forfeits.

(a) The Board will determine whether the cause for absence from the Event is justified. Examples of why it would be justified include, but is not limited to: adverse weather conditions, traffic accident, death, etc.

(ii) Application of Forfeits. There are different scenarios in which a Member Team's absence will affect the way the forfeits are applied.

(a) If four (4) or fewer Member Teams (including any combination of Upcoming Member Teams) have committed to attending an Event, but one of those Member Teams cancels without being replaced by another Member Team less than ten (10) days prior to the Event (Article VII.D.1.c), the other Member Team(s) attending this Event will receive one (1) Forfeit Win to their record

over the canceling Member Team. The canceling Member Team will receive a Forfeit Loss on their record to the other Member Team(s) attending this Event.

(b) If five (5) or more Member Teams (including any combination of Upcoming Member Teams) have committed to attending an Event, but one of those Member Teams cancels without being replaced by another Member Team less than (10) days prior to the Event (Article VII.D.1.c), the other Member Teams attending this Event will not receive a Forfeit Win to their record over the canceling Member Team as long as they play at least three (3) Matches at this Event against three (3) unique Member Teams. Any attending Member Team who does not play at least three (3) Matches at the Event against three (3) unique Member Teams will receive one (1) Forfeit Win over the canceling Member Team. The canceling Member Team will receive a total of three (3) Forfeit Losses to their record against any attending Member Team who did not play at least three (3) Matches against at least three (3) unique Member Teams. If the total number of attending Member Teams who did not play at least three (3) Matches against at least three (3) unique Member Teams is less than three (3), then the canceling Member Team's remaining Forfeit Losses shall be imposed against a Ghost Team.

I. Ghost Team. A Ghost Team exists purely as a means of punishment for Member Teams forfeiting from larger sized Events. A Ghost Team's record and standing shall reflect the average ranking of all Member Teams for Standings purposes.

(iii) Forfeit Loss. When imposed, a Forfeit Loss is imposed on the Member Team who cancelled. It is recorded as one (1) loss with a 0-1 result.

(iv) Forfeit Win. When imposed, a Forfeit Win is awarded to the appropriate attending Member Teams (Article VII.D.1.c.ii.b) participating in the Event. Recorded as one (1) win with a 1-0 result.

(v) Box Score. [Attending Member Team] def [Forfeiting Member Team] 1-0 (F).

E. Play by the ruleset outlined by the Organization.

F. Portray themselves in a manner that reflects positively on the Organization.

G. Vote on issues, rule changes, policy alterations, and other matters asked of them by the Organization.

H. Be the exclusive Member Team of your respective institution of higher education.

1. There can be only one Member Team per institution of higher education.

2. This does not forbid the existence of “B” or JV teams, but only one Member Team from an institution of higher education can be represented at an Organization-sanctioned Event.

a. “B” or JV teams may participate in Special Matches (See Article IV.C.1.a).

I. Mandate that all Members of the Member Team sign and submit the Release of Liability Waiver and Policy to the Organization each fiscal year prior to participating in any Organization-sanctioned Event. Members must also agree to the Conduct Policy and these Bylaws.

1. The President and/or Captain of the Member Team become responsible for any Member of their Member Team that fails to sign and submit the Release of Liability Waiver and Policy to the Organization each fiscal year prior to participating in any Organization-sanctioned Event.

2. A Member will be suspended from participating in Organization-sanctioned Events if they are found in violation of any of the Organization’s Bylaws, Policies, or Rulebook requirements.

J. Have fun.

Article VIII: Committees

Committees are formed by the Organization as a method for involving more Members in the behind-the-scenes tasks of the Organization. Committees also help alleviate the workload from the Board.

A. In General. Organization shall have the following standing committees:

1. Rulebook Committee;

2. Content Team;

3. Development Team;

4. a Judicial Committee;

5. Alumni Relations Committee;

6. League Ambassadors;

7. Nationals Committee;

8. Records Committee; and

9. Other committees as may be created from time to time by resolution of the Board.

B. General Composition, Term, and Seats. Members can join a committee of their choosing, depending on their interest. The members of each committee shall be approved by the President at each meeting of the Board. Any vacant committee seats remaining shall be advertised to be filled in accordance with the procedures of the relevant committee. The composition of each committee shall be determined by the Board pursuant to the resolution creating such committee. There is no term limit for how long a Member can belong to a committee. Committee members will, however, be asked to reevaluate their interest in the committee at the end of each fiscal year and will be advised to resign if their interest is not similar to that of the committee.

C. Committee Chair. The Board shall name the chair of each committee from among the members of such committee. The committee member must accept the chair position. The Committee Chair has a term limit of one (1) year. A Member cannot hold the Committee Chair for more than two (2) consecutive terms. A Member previously holding the Committee Chair position can become a non-chair member of the committee after their term expires.

1. Term Limit Exceptions. If a Board member's position requires them to act as a Committee Chair, their term as Committee Chair will expire synonymously with the end of their term in that position on the Board.

2. Assigned Committee Chairs. The following Committees have the following assigned chairs.

a. Rulebook Committee. The Committee Chair will be the DoO.
b. Content Team. The Committee Chair will be the CoC.
c. Alumni Relations Committee. The Committee Chair will be the DoR.
d. League Ambassadors. The Committee Chair will be the DoLE.
e. Nationals Committee. The Committee Chair will be the DoN.
f. Records Committee. The Committee Chair will be the DoO.

D. General Powers. Each committee shall have such power, authority, and duties as provided for in these Bylaws or in the resolution creating and controlling the committee. No committee shall have any independent decision-making authority except to the extent specifically conferred upon such committee by the Board.

E. Specific Powers.

1. Rulebook Committee. The Rulebook Committee shall:

a. Be under supervision of the DoO;
b. Edit, maintain, and publish the Organization Rulebook;
c. Develop new rules inspired by issues at Events;
d. Prepare and maintain voting ballots for rulebook changes;
e. Facilitate discussion regarding rulebook changes on the Organization's official forum; and
f. Perform such other duties as assigned by the Board.

2. Content Team. The Content Team shall:

a. Be under supervision of the CoC;
b. Maintain and create articles for the Organization's website;
c. Maintain integrity of the Organization through online presence; and
d. Perform such other duties as assigned by the Board.

3. Development Team. The Development shall:

a. Be under supervision of the DoO and CoC;
b. Develop and maintain systems created for use by the Organization;

c. Research new products available the Organization may have use for;
d. Create written explanations of projects and products developed by the Development Team;
e. Maintain website's operation; and
f. Perform such other duties as assigned by the Board.

4. Judiciary Committee. The Judiciary Committee shall:
a. Be under supervision of the Board;
b. Generally administer and oversee all administrative grievances and right to compete matters filed with the Organization;
c. Identify individuals who would be fair and impartial and who would have the qualifications and ability to serve on hearing panels;
d. Hear and render a decision, or the chair may appoint a panel to hear and render a decision, on grievances and disciplinary matters; and
e. Perform such other duties as assigned by the Board.

5. Alumni Relations Committee. The Alumni Relations Committee shall:
a. Be under supervision of the DoR;
b. Maintain and develop relationships with Alumni;
c. Assisting other committees by giving recommendations based on experience;
d. Facilitating discussion with Alumni about betterment of the Organization;
e. Develop interest in assisting the Organization through means of becoming Organization Officials; and
f. Perform such other duties assigned by the Board.

6. League Ambassadors. The League Ambassadors shall:
a. Be under supervision of the DoLE;
b. Develop relationships with prospective Member Teams;
c. Act as contact for prospective Member Teams and Upcoming Member Teams;
d. Assist prospective Member Teams and Upcoming Member Teams in developing their student organization; and
e. Perform such other duties assigned by the Board.

7. Nationals Committee: The Nationals Committee shall:
a. Be under supervision of the DoN;
b. Be comprised of each member of the Board;

c. Have additional members added as needed;
d. Assist the DoN in any aspect of planning Nationals; and
e. Perform such other duties assigned by the Board.

8. Records Committee: The Records Committee shall:
a. Be under supervision of the DoO;
b. Assist the DoO in any aspect of collecting Event results;
c. Assist the DoO in any aspect of compiling and organizing Event results;
d. Be knowledgeable of all record and ranking systems; and
e. Perform such other duties assigned by the Board.

F.Special Committees. The President, subject to the approval of the Board, may establish such special committees, working groups and task forces as the President and Board considers necessary and shall determine the responsibilities and appoint necessary members.

G. Meetings. Committees shall hold meetings as frequently as necessary in order to ensure that the committee's business is being carried out effectively. Unless otherwise provided by law, the Articles of Incorporation or these Bylaws, committee members may participate in any meeting by means of a conference telephone, web conferencing, or similar communication device through which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting. At a minimum each committee shall meet three (3) times per fiscal year and shall deliver a report to the Board on the actions of the committee to date.

H. Removal. At any meeting of the Board, any committee member, including the chair, may be removed from the relevant committee, with or without cause, by the Board, and a successor who meets the requirements for membership in that committee may be selected.

I. Resignation. Any committee member may resign at any time by giving written notice to the chair of the relevant committee and the President. Such resignation shall take effect at the time specified therein or, if no time is specified, at the time of acceptance by the Board.

J. Vacancies. In the event of the death, resignation, or removal of a committee member, the persons or body responsible for the selection of such committee member shall select a replacement.

H. Compensation. No compensation shall be paid to any committee member for services but, at the discretion of the Board, a committee member may be reimbursed for travel and actual expenses necessarily incurred in attending meetings and performing other duties on behalf of the Organization.

Article IX: Grievances and Appeals

The Organization wants all Members to feel satisfied with the work of the Organization. If any Member has grievances or would like to appeal a decision made by the Organization or the Board, this Article will provide Members the ability to express those.

A. Designation of Complaints. The following types of complaints may be filed with the Organization:

1. Administrative Grievance. The Organization or any Member may file a complaint pertaining to any matter within the cognizance of the Organization, including but not limited to any alleged violation of or grievance concerning:

a. any Organization rule or regulation,

b. any provision of the Organization's Bylaws, Policies, or Rulebook, or

c. any provision of the Organization's recognition as a national governing body;

2. Right to Participate. Any Member, Administrator or Official may file a complaint pertaining to any alleged denial, or alleged threat to deny, of that individual's opportunity to participate in Organization-sanctioned Events.

B. Manner of Filing. The complainant shall file the complaint with the Board. The complaint shall be filed in writing via email; the email shall include:

1. the name of the respondent,

2. the alleged violation, grievance denial or threat to deny, and

3. the remedy requested.

C. Filing Fee. A complaint filed by an individual shall be accompanied with a $150 filing fee. The complainant may request that the filing fee be reduced or waived. If such request is made, the Board or the Judicial Committee, as the

case may be, shall determine whether or not to reduce or waive the filing fee.

D. Timing and Statute of Limitations. A complaint filed under these Bylaws shall be filed within thirty (30) days of the conduct in question. The Board or the Judicial Committee, as the case may be, shall have the discretion to grant complainants extensions of this deadline, including up to 180 days for right to participate complaints.

E. Field of Play Decisions. The final determination of an Official during a Match regarding a field of play decision (a matter set forth in the rules of the competition to be within the discretion of the Official) shall not be reviewable through this process unless the decision is:

1. outside the authority of the Official to make or

2. the product of fraud, corruption, partiality or other misconduct of the Official.

For purposes of Article IX.E, the term "Official" shall include any individual with discretion to make field of play decisions.

F. Administration. The Judicial Committee shall generally administer and oversee all administrative grievances and right to participate matters filed with Organization. The Judicial Committee shall ensure that all complaints are heard in a timely, fair and impartial manner. The Judicial Committee may promulgate procedures in addition to those set forth in these Bylaws for the effective administration of complaints filed with the Organization.

G. Hearing Panel. Upon the filing of a complaint, the Board shall relay the complaint to the chair of the Judicial Committee, who shall notify the other committee members. The Judicial Committee may hear the complaint, or may appoint a hearing panel consisting of a minimum of three (3) individuals to hear the complaint. The Judicial Committee shall also appoint a chair of the hearing panel. Judicial Committee members may be appointed to and serve on the hearing panel. Other disinterested individuals identified by the Judicial Committee may also be appointed to and serve on the hearing panel. At least one (1) member and at least twenty percent (20%) of the hearing panel shall be an Alumni Member. Members of the panel need not be members of the Organization or involved in the sport of Dodgeball. The hearing panel shall be considered an extension of the Judicial Committee and shall follow the same rules and procedures as the Judicial Committee. If the Judicial Committee hears the complaint, reference to “hearing panel” in this Article shall mean the Judicial

Committee.

H. Conduct of the Proceeding.

1. The hearing panel shall rule on all motions and other matters raised in the proceeding in accordance with its procedures and practices as set forth in the Conduct Policy. If the complaint is not dismissed, the hearing panel shall adjudicate the matter in accordance with its procedures and practices which shall include holding a hearing on the complaint. The hearing panel shall set such timelines and other rules regarding the proceeding and the conduct of the hearing as it deems necessary. The hearing shall be informal, except that testimony shall be taken under oath.

2. The hearing may be conducted by teleconference or web conference, if necessary or convenient to the parties. Each party shall have the right to appear personally or through a legal representative. All parties shall be given a reasonable opportunity to present and examine evidence, cross-examine witnesses and to present argument. Members of the hearing panel shall have the right to question witnesses or the parties to the proceeding at any time.

3. Any party may have a record made of the hearing. A court reporter may be present at the hearing at the request of a party. The court reporter shall be paid for by the party requesting the court reporter, or if mutually agreed, the cost may be equally divided. Any transcript shall be paid for by the party requesting the transcript.

I. Expedited Procedures. Upon the request of a party, and provided it is necessary to expedite the proceeding, in order to resolve a matter relating to a competition that is so scheduled that compliance with regular procedures would not be likely to produce a sufficiently early decision to do justice to the affected parties, the hearing panel is authorized to order that the complaint be heard and decided within forty-eight (48) hours of filing the complaint. In such a case, the hearing panel is authorized to hear and decide the complaint pursuant to such procedures as are necessary, but fair to the parties involved.

J. Complaints Involving Selection to Participate in a Competition. Where a complaint is filed involving selection of a Member to participate in a Match, the complainant shall, to the best of the complainant's ability, include with the complaint a list of all other individuals that may be adversely affected by a decision rendered on the complaint. The

respondent shall also, to the best of the respondent's ability, promptly submit a list of such individuals. The hearing panel shall determine which additional individuals must receive notice of the complaint. The Organization shall then be responsible for providing appropriate notice to these individuals. Any individual so notified then shall have the option to participate in the proceeding as a party. If an individual is notified of the complaint, then that individual shall be bound by the decision of the hearing panel regardless of whether the individual chose to participate as a party or not.

K. Decision. A decision shall be determined by a majority of the hearing panel. The hearing panel's decision shall be in writing and distributed to the parties.

L. Arbitration.

1. Any party may appeal a final determination of the hearing panel to the American Arbitration Association (AAA), following the commercial rules of the AAA. For "Administrative Grievances", a "final determination" shall mean the party requesting the arbitration shall have exhausted all administrative remedies available to it, exhausted all other available appeals and received a final decision from the Organization. Failure to receive a final determination and to take all administrative steps necessary to obtain a final determination is a jurisdictional requirement and shall be a bar to requesting arbitration. For "Right to Participate" complaints the Organization will adhere to the Organization Bylaws. The arbitrator appointed by the AAA shall have the authority to hear the matter anew, or if requested by the parties render a decision on a more limited review. The arbitrator may consider the decision of the hearing panel, provided the arbitrator considers the decision admissible, relevant to the issues before the arbitrator and helpful to the arbitrator's consideration of the issue to be decided. The arbitrator may give whatever weight or authority to the hearing panel's decision as the arbitrator deems appropriate.

2. Arbitration shall not be available for the following:

a. A field of play ruling as described in and subject to limitations set forth in Article IX.E.

b. An allegation concerning an anti-doping rule violation, which is subject to the jurisdiction of the independent anti-doping organization designated by the Organization to conduct drug testing.

c. A matter specifically excepted by provisions of these Bylaws.

d. A monetary claim or monetary dispute between parties.

Article X: Miscellaneous

A. Amendments.

1. These Bylaws may be amended, repealed, or altered, in whole or in part, and new Bylaws may be adopted, by a majority of the Board members then in office at any meeting duly called and at which two-thirds of the Board members then in office are present.

2.The text, or a summary thereof, or any proposed amendment to be adopted at a meeting shall be sent to the Board at least ten (10) days prior to the meeting at which such action is to be taken.

3. Such amendment shall be effective as of the date of adoption unless otherwise specified in either the amendment or the resolutions adopting the amendment.

B. Indemnification. To the fullest extent permitted by law, Organization shall indemnify any person made a Party to a Proceeding because the person is [or was] a Board member or officer against Liability incurred in, relating to, or as a result of, the Proceeding.

C. Individual Liability. No individual Board member or officer shall be personally liable in respect of any debt or other obligation incurred in the name of Organization pursuant to the authority granted directly or indirectly by the Board.

D. Discharge of Duties. Each Board member and officer shall discharge his or her duties:

1. in good faith,

2. with the care an ordinarily prudent individual in a like position would exercise under similar circumstances,

3. in a manner the Board member or officer reasonably believes to be in the best interests of the Organization, and

4. one month after the newly elected Board member takes his or her seat in the

position on the Board.

a. The Board member being replaced will stay for this one month time period as a way to train the new Board member in their position.

b. During this time period the Board member being replaced does not have a vote on the Board. They are simply acting as an advisor to the newly elected Board member.

E. Ethics. The Organization shall adopt a Conduct Code and a Conflicts of Interest Policy applicable to all staff, Board members, committee members and volunteers (the "Code of Ethics"). Each Organization staff member, Board member, standing committee member and volunteer shall annually certify compliance with the Code of Ethics.

F. Conflicts of Interest. If any Board member, officer, committee or task force member has a financial interest in any contract or transaction involving the Organization, or has an interest adverse to the Organization's business affairs, and that individual is in a position to influence a determination with regard to the contract, transaction or business affair, such individual shall:

1. disclose the conflict of interest,

2. not participate in the evaluation of the contract, transaction or business affair, and

3. not vote on the contract, transaction or business affair.

G. Fiscal Year. The fiscal year of the Organization shall commence July 1st and end on June 30th each year.

H. Accounts, Books, Minutes and Records. Organization shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board and standing committees. All books and records of Organization may be inspected by any Board member, or such authorized agent or attorney, for proper purpose at any reasonable time.

I. Conveyances and Encumbrances. The assignment, conveyance or encumbrance or sale, exchange, lease or other disposition of any real property of the Organization of all or substantially all of the real property and assets of the Organization shall only be authorized by the Board if the purposes of such assignment, conveyance or

encumbrance or sale, exchange, lease or other disposition of any of the real property of the Organization or all or substantially all of the property and assets of the Organization complies with applicable law and the purposes and restrictions on the powers of the Organization set forth in these Bylaws.

J. Designated Contributions. The Organization may accept any designated contribution, grant, bequest or device consistent with its general tax-exempt purposes as set forth in these Bylaws, and any restricted gifts policy adopted by the Board. The Organization shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used to carry out the Organization's tax exempt purposes.

K. Irrevocable Dedication and Dissolution. The property of the Organization is irrevocably dedicated to charitable purposes, and no part of the net income or assets of the Organization shall inure to the benefit of private persons. Upon the dissolution or winding up of the Organization, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Organization, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated for charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, as amended.

L. Prohibited Loans. No loans shall be made by the Organization to the President, to any Board member, to any staff, or to any committee or task force member, or to any Member. Any President, Board member, staff, committee or task force member, or Member, who assents to or participates in the making of any such loan, shall be liable to the Organization for the amount of such loan until it is repaid.

M. Special Counsel. The Board may authorize the appointment of special legal counsel or consultants as may be required from time to time at such fees and compensation as agreed upon.

N. Gender. Use of the feminine herein shall also refer to the masculine and the use of the masculine herein shall also refer to the feminine, unless otherwise expressly provided. The use of the singular herein shall also refer to the plural unless the context requires otherwise.

O. Severability and Headlines. The invalidity of any provision of these Bylaws shall not affect the other provisions these Bylaws, and in such event these Bylaws shall be construed in all respects as if such invalid provision were omitted.

P. Saving Clause. Failure of literal or complete compliance with any provision of these Bylaws in respect of dates and times of notice, or the sending or receipt of the same, or errors in phraseology of notice of proposals, which in the judgment of the Board do not cause substantial injury to the rights of the Members, shall not invalidate the actions or proceedings of the Board.

Q. Voting. All votes taken in the Organization shall follow the structure of a preferential voting system.

R. Provisions Timeline. Specific provisions of the Documents, Policies, Bylaws, and the Rulebook of the Organization can only be updated every three (3) years.

1. Exception. Specific provisions of Documents, Policies, Bylaws, and the Rulebook can be updated if all members of the Board agree to do so.

2. Specific provisions. “Specific provisions” in Article X.R refers to any one article, point, sub-point, rule, or section of the Organization’s Documents, Policies, Bylaws, and the Rulebook.

S. Effective Date. These Bylaws shall be effective when adopted by the current Board.

Inspired by USAU and USA Rugby
Rev 08/2015

NATIONAL COLLEGIATE DODGEBALL ASSOCIATION, INC.

ADMINISTRATIVE GRIEVANCE POLICY

Article I: Introduction

The Administrative Appeal Policy ("Policy") has been developed to provide an opportunity for a Member, Member Team, or group of Members of National Collegiate Dodgeball Association, Inc. ("Organization") to appeal a decision made by a member of the Organization's administration. This Policy differs from the Organization Conduct Policy in that it not limited to the review of the conduct or decisions related to conduct. Instead, this appeal process provides a formalized and meaningful opportunity for Members who feel aggrieved by an administrative decision to have that decision reviewed.

Article II: Appeal Process

The process and standards set forth in this Policy are similar in form and substance to the formalized complaint process set forth in the Organization Conduct Policy. Appeals are heard by the Judicial Committee who is familiar with the similar process, timing and deadlines set forth in the Organization Conduct Policy. This provides familiarity and ease of use for Members while at the same time promotes consistency and efficiency in decision-making.

A. Initiating the Appeal Process.

1. Any Member, Member Team, individual, or group who has been actually aggrieved by an Administrative Decision (defined below) made by an Organization staff member, or their agents including, but not limited to, the Executive Board, Organization committees, and volunteers may file a formal appeal against a decision with any member of the Executive Board (the "Board"). No appeals may be made on behalf of another person or individual.

2. For the purposes of this Policy, an "Administrative Decision" is any decision made by the Board, Organization staff member, committee, or volunteer, or its designee (referred to as the "Administrative Decision Maker") which is an application of existing Organization Policy and directly affects a Member, Member Team, or group of Members, such as decisions involving rosters, eligibility, and sanctioning of Organization Events. This is to be distinguished from broader policy or strategy decisions made by the Organization administration and Organization Board such as changes to the structure of the Organization, the roles and responsibilities of Members, or budgetary decisions that have only indirect impacts on a specific Organization Members, Member Teams, or group of Members. Appeals made under this Policy are concerned with administrative decisions with a specific, direct and immediate impact on an aggrieved party.

3. The appellant must submit an appeal in writing to any member of the Board within thirty (30) days of the conduct in question. The Judicial Committee shall have the discretion to grant complainants extensions of this deadline. Multiple appeals by different parties regarding a single decision may be consolidated and treated as a single appeal.

4. The Judicial Committee will determine whether an appeal is sufficiently credible to warrant a hearing. In making this determination the Judicial Committee may consult with appropriate Organization staff members. In the event that the Judicial Committee determines that an appeal is not sufficient to warrant a hearing, it shall notify the appellant in writing of its determination. In the event the appeal is deemed credible, the Judicial Committee will inform the Administrative Decision Maker and any other involved Organization staff members of the appeal. The Administrative Decision Maker will have thirty (30) days, or such shorter or longer period as the Judicial Committee determines, to submit a written explanation of the rationale behind the decision to the Judicial Committee.

B. Review of the Administrative Decision.

1. The Judicial Committee shall review the Administrative Decision and explanation of the Administrative Decision Maker upon receipt. Within five (5) days of receipt, the Judicial Committee may validate or reconsider the Administrative Decision.

a. Validation. If the Judicial Committee validates the Administrative Decision, the Administrative Decision shall become the final decision of the Judicial Committee.

b. Reconsideration. The Judicial Committee may reconsider the Administrative Decision if, in the Judicial Committee's reasonable judgment either:

(i) the Administrative Decision significantly departs from existing precedent;

(ii) the impact of the Administrative Decision on the appellant is grossly disproportionate to the situation in question;

(iii) the Administrative Decision clearly misinterprets existing rules regulations, policies or

(iv) if significant new information has been presented which may affect the facts and circumstances involved in the Administrative Decision. Reconsideration may not necessarily result in modifications of or changes to the Administrative Decision.

c. If the Judicial Committee chooses to reconsider the Administrative Decision it may conduct its own independent investigation and may incorporate any new information presented into its decision-making process.

d. The Judicial Committee's final decision (the "Judicial Committee Decision") shall be communicated in writing to the affected parties within thirty (30) days of receiving the appeal. Unless otherwise stated, its decision shall take effect immediately.

e. The Judicial Committee reserves the right to shorten or lengthen the time periods set forth above in its sole discretion due to either the (a) time sensitive nature of a particular issue or (b) in order to ensure that the involved parties have a meaningful opportunity to avail themselves of the full appeal process. Any changes to deadlines contained herein must be expressly communicated to the involved parties in writing immediately after the decision has been made by the Judicial Committee.

f. Rulings on appeals of Administrative Decisions are based on majority vote when no consensus can be reached. In the event of a tie, the Board President casts the deciding vote. For the purposes of this Policy, any Organization staff member who is a member of the Judicial Committee must abstain from voting.

2. A decision of the Judicial Committee may only be appealed through arbitration.

Article III: Publication of Decisions

The Judicial Committee and/or Board may, in their sole discretion, publish specific or general summaries of decisions made and sanctions imposed in connection with the enforcement of this Policy for the purpose of providing guidance ("Published Guidance"). Published Guidance shall not refer specifically to the parties involved and shall be redacted to the extent practicable. Published Guidance shall be made available to the public on the Organization website.

Article IV: Summary

This Policy provides a meaningful opportunity to appeal decisions made by the Organization Administration which directly impact Members and helps ensure that consistent and fair Administrative Decisions are made.

Adopted from USAU
Rev 08/2015

NATIONAL COLLEGIATE DODGEBALL ASSOCIATION, INC.

ANTI-DOPING POLICY

Article I: Definition of Doping

Doping is defined as the occurrence of one or more of the anti-doping rule violations set forth in Article II of this Policy. National Collegiate Dodgeball Association, Inc. ("Organization") has a strong stance against doping and/or the use of performance enhancing drugs. This is to protect Members and the integrity of the Organization.

Article II: Anti-Doping Rule Violations

Members or other Persons associated with Members shall be responsible for knowing what constitutes an anti-doping rule violation and the substances and methods that have been included on the Prohibited List.

The following constitutes anti-doping rule violations:

A. The presence of a Prohibited Substance or its Metabolites or Markers in a Member's Sample.

1. It is each Member's personal duty to ensure that no Prohibited Substance enters his or her body. Members are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, fault, negligence or knowing Use on the Member's part be demonstrated in order to establish an anti-doping rule violation under Article II.A.

2. Sufficient proof of an anti-doping rule violation under Article II.A is established by the presence of a Prohibited Substance or its Metabolites or Markers in the Member's Sample

3. Excepting those substances for which a quantitative threshold is specifically identified in the Prohibited List, the presence of any quantity of a Prohibited Substance or its Metabolites or Markers in a Member's Sample shall constitute an anti-doping rule violation.

4. As an exception to the general rule of Article II.A, the Prohibited List or International Standards may establish special criteria for the evaluation of Prohibited Substances that can also be produced endogenously.

B. Use or Attempted Use by a Member of a Prohibited Substance or a Prohibited Method.

1. It is each Member's personal duty to ensure that no Prohibited Substance enters his or her body. Accordingly, it is not necessary that intent, fault, negligence or knowing Use on the Member's part be demonstrated in order to establish an anti-doping rule violation for Use of a Prohibited Substance or a Prohibited Method.

2. The success or failure of the Use of a Prohibited Substance or Prohibited Method is not material. It is sufficient that the Prohibited Substance or Prohibited Method was Used or Attempted to be Used for an anti-doping rule violation to be committed.

C. Refusing or failing without compelling justification to submit to Sample collection after notification as authorized in these Anti-Doping Regulations or otherwise evading Sample collection.

D. Tampering or Attempted Tampering, with any part of Doping Control.

E. Possession of Prohibited Substances and Methods (a)

1. Possession by a Member of any Prohibited Method or any Prohibited Substance.

2. Possession by Member Support Personnel of any Prohibited Method or any Prohibited Substance, in connection with a Member or Event.

F. Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method.

G. Administration or Attempted Administration to any Member of any Prohibited Method or Prohibited Substance, or assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving an anti-doping rule violation or any Attempted anti-doping rule violation.

Article III: Roles and Personal Responsibility

A. It is each Member's responsibility to ensure that:

1. No Prohibited Substance is found to be present in his or her body and that Prohibited Methods are not used;

2. He or she does not commit any other anti-doping rule violation;

3. He or she is available for Sample collection; and

4. He or she informs Member Support Personnel, including, but not limited to, his or her doctors of his or her obligation not to use Prohibited Substances and Prohibited Methods and to take responsibility to ensure that any medical treatment received by him or her does not violate any of the provisions of this Policy.

B. It is the responsibility of Member Support Personnel to ensure that they:

1. Cooperate with the Member Testing program;

2. Use their influence on Member values and behavior to foster anti-doping attitudes;

3. Are knowledgeable of and comply with all anti-doping policies and rules adopted pursuant to this Policy which are applicable to them or the Members they support including these Anti-Doping Regulations; and

4. Educate and counsel Players regarding anti-doping policies and these Anti-Doping Regulations.

C. It is the sole responsibility of each Member, Member Support Personnel and Person to acquaint themselves and comply with all of the provisions of these Anti-Doping Regulations including this Policy.

Article IV: Investigations

The Organization or its designee may carry out investigations into the activities of any Member who it has reasonable cause to believe may have committed an anti-doping rule violation. Any such Member shall co-operate with any such Organization investigation.

A. A Member under investigation for an alleged anti-doping rule violation may be Provisionally Suspended and not allowed to participate in any aspect of an Event pending the outcome of such investigation and resolution of the case.

B. In circumstances where the Organization or its designee considers that further investigation is required to determine whether an anti-doping rule violation may have been committed, the following procedures shall apply, subject to such modifications and additional procedures as the Organization or its designee may consider necessary having regard to the facts and circumstances of the particular case and other relevant circumstances:

1. Any investigation shall be carried out as soon as reasonably practicable after the Organization or its designee becomes aware of the alleged anti-doping rule violation.

2. The Organization or its designee may request that additional information be provided and may also call upon such assistance and expert and/or specialist advice including (without limitation) legal advice as it considers appropriate, whether in the form of witness testimony or otherwise.

3. The Organization or its designee shall determine whether it believes that an anti-doping violation may have been committed.

4. Where it is decided that there are no grounds to conclude that an anti-doping rule violation may have been committed no further action will be taken and any Provisional Suspension shall be automatically lifted.

5. As soon as it is determined that an anti-doping violation may have been committed, the Organization or its designee shall notify the applicable party concerned. The applicable party shall be placed on Provisional Suspension, if he or she has not been already, pending resolution of the case. In addition the applicable party shall be notified that the matter shall be referred to a Judicial Committee.

Article V: Confidentiality

Where an anti-doping rule violation may have been committed, the Organization or its designee shall take reasonable steps to maintain confidentiality until the Testing and analysis has been completed, the Judicial Committee hearing decision has been reached and the Member or Person has been informed.

Article VI: Authorized Doping Control Bodies

The Organization may appoint a doping control / governmental agency, NADO or any other third party that it deems suitable to collect Samples as part of Doping Control.

A. All Samples collected, whether by or for the Organization or any other third party shall be analyzed at a WADA accredited laboratory.

B. All Samples collected by the Organization or its designee, and the results of the analysis of such Samples, shall remain the property of the Organization unless otherwise agreed with its designee.

Article VII: Provisional Suspension

When the Organization receives an Adverse Analytical Finding in respect of a Member's Sample or when the Organization believes or becomes aware that an anti-doping rule violation whether or not it involves the provision of a Sample, may have been committed, that Member or other Person shall be Provisionally Suspended by the Organization pending the resolution of the case.

Article VIII: Suspension

When the Organization Executive Board ("Board") and Judicial Committee determine a Member has violated this Policy, he or she will be immediately Suspended from the Organization and all Organization-sanctioned Events indefinitely.

Article IX: Appeal

A Member who has been Suspended under Article VIII of this Policy may appeal the Organization's decision. This appeal must be submitted in writing to any member of the Board thirty (30) days after the Suspension takes place.

A. The Judicial Committee will have ten (10) days to make a decision whether there is just cause for an appeal.

1. If no just cause is determined for an appeal, the Board President will notify the appellant in writing within five (5) days.

(a) After the initial appeal, the Suspended Member can appeal the Organization's decision no sooner than six months after the last appeal.

B. If just cause is determined for an appeal, the Board President will notify the appellant in writing within five (5) days.

1. The appeal case will last no longer than thirty (30) days.

2. The Organization has the authority to investigate the appeal to the highest degree.

3. If the appeal is successful, the Member will be notified as quickly as possible and his or her suspension will be lifted immediately.

4. If the appeal is unsuccessful, the Member will be notified as quickly as possible and his or her suspension will remain in effect.

Article X: Executive Board Clause

Every situation is unique. The Board has the power to alter this Policy, as it deems necessary. The Organization must be notified of any changes to this Policy within three (3) days.

Adopted from USA Rugby
Rev 08/2015

NATIONAL COLLEGIATE DODGEBALL ASSOCIATION, INC.

CONDUCT POLICY

Revised to be in line with the updated National Collegiate Dodgeball Association, Inc. ("Organization") Bylaws and Constitution with Executive Board approval at the July 28th, 2015 Executive Board virtual meeting.

Article I: Introduction

This Conduct Policy ("Policy") defines a code of conduct for Members of the Organization community, details the bodies that manage matters related to conduct, and describes the procedures for addressing conduct violations and sanctions relating to conduct violations. The primary means for dealing with disputes is direct discussion between the Members or Member Teams involved. The Organization applauds the maturity its Members regularly exhibit in resolving their own disputes and correcting their own misdeeds, and celebrates the general irrelevance of this very Policy. However, in the rare circumstance where formal redress is needed, this Policy takes effect.

Beyond its own rules, the Organization expects all Members to abide by the laws, regulations and statutes of the jurisdiction in which they participate, whether at Organization-sanctioned Events or not. The Organization, its Executive Board ("Board"), officers, directors, agents, affiliates, and Members will cooperate fully with the relevant authorities to ensure compliance with such laws, regulations, and statutes.

Though much of this document deals with inappropriate conduct, it is crucial to note that good conduct is appreciated and commended by the Organization through its several awards recognizing individuals and Member Teams which uphold and demonstrate the spirit of the game and by continually reinforcing the notion of sportsmanship and respect. In addition, teammates and opponents alike express their appreciation of fair and respectful play. Finally, good conduct is its own reward.

Article II: Definitions

A. "Acting Disciplinary Authority" means any Event director, member of the Organization Administration performing his/her duties in some specific capacity, officer or agent of the Organization, or some other Organization-appointed individual or group charged with decision-making regarding conduct pertaining to a specific Organization-sanctioned Event in progress.

B. "Administration" or "Staff Member" refers to the staff of the Organization.

C. "Executive Board" or "Board" shall mean the full Executive Board of the Organization.

D. "Judicial Committee" means a committee comprised of members of the Board, or a hearing panel appointed by the committee, in accordance with the Bylaws of

Organization. The Judicial Committee will oversee matters of right to play, administrative grievances, discipline, and conduct pursuant to the terms of this Policy and the Bylaws of the Organization.

E. "Conduct within the Organization" shall have the meaning set forth below in Article III.A or Article III.B which includes, but is not limited to, a Member's or a Member Team's actions, statements, written words, and documents in dealing with an Acting Disciplinary Authority, officers, volunteers and staff of the Organization.

F. "Conduct within the Dodgeball Community" shall have the meaning set forth below in Article III.C.

G. "Initial Determination" means the initial action recommended by the appropriate Staff Member upon reviewing a formal complaint submitted pursuant to Article IV.B.

H. "On-Court Conduct" refers to the actions of Members and Member Teams during the course of any Organization-sanctioned Event and is not limited to actions during a game (See Article III.A).

I. "Member" refers to any Member of the Organization, except where otherwise noted.

Article III: Code of Conduct

Members are expected to behave in a manner consistent with the mission of the Organization while (a) on the playing court, (b) interacting with the administration and officers of the Organization, and (c) dealing with the greater dodgeball community. The same expectations exist for Member Teams and other groupings of Members.

A. On-Court Conduct

1. Members and Member Teams are expected to treat one another with respect, to conduct themselves in a safe and orderly manner, and, while playing, to adhere to the rules of dodgeball as well as to any Event and site regulations, including the Organization Policy on doping. On-court violations may therefore include (with the clause being violated appearing in parentheses), but are not limited to, abusive heckling (respect), spiking the ball (respect), dangerous play (safety), spitting at another Member (respect), cheating (rules), deliberate fouling (rules), reckless behavior at an Event party (order, safety), drinking on the sidelines when prohibited (site regulations), taunting (respect), and violence against another Member (respect, order, safety).

2. Repeated, excessive or deliberate inappropriate conduct constitutes a violation of this Policy. An individual instance of inappropriate conduct may also warrant sanctioning by the Judicial Committee if the action is sufficiently severe. Such a sanction may be in addition to any penalties imposed by an Acting

Disciplinary Authority. Acting Disciplinary Authorities and the Judicial Committee operate independently.

B. Conduct within Organization

1. Members and Member Teams are expected to be truthful and respectful in their dealings with the Administration and Staff Members of the Organization, in addition to complying with the Organization's rules and deadlines.

2. Violations of conduct occur upon the breach of these expectations. Violations of conduct within the Organization may therefore include, but are not limited to:

a. filing a fraudulent roster;
b. hacking the Organization Website;
c. supplying fraudulent membership data to the Organization;
d. hosting an Organization-sanctioned Event but excluding a Member Team from competition based on a personal grievance with the captain or another Member;
e. theft of privileged information from the Organization or its Board, directors, officers, or administrators;
f. obstructing an agent of the Organization from performing his/her duty; and
g. libel against a Board member, director, organizer, or administrator regarding Organization-related activity. For example, a Member who groundlessly accused a Board member of embezzlement while being interviewed live on television may violate this Code of Conduct on the grounds of slander, even if that Member later recants while off camera.

3. Event directors, members of the Administration of the Organization, and other such Organization-appointed individuals or groups may serve as Acting Disciplinary authorities regarding violations of conduct within the Organization, provided the conduct pertains to an Event or process reasonably under their jurisdiction. For example, Event directors are Acting Disciplinary Authorities for conduct within the Organization regarding the appropriate Event in which they are hosting. An Event director who finds that a Member Team has filed a fraudulent roster may exclude that Member Team from competition. As another example, members of the Board have the authority to deny membership to an individual who submits any fraudulent form.

C. Conduct within the Dodgeball Community

1. Members are expected to act consistently with the mission of the Organization to advance the sport of dodgeball. Actions inimical to the mission are violations of conduct. Such violations may include, but are not limited to, libel against dodgeball players or organizers in the printed media, obscene acts on televised media featuring dodgeball, and vandalism or other destructive

behavior toward a dodgeball facility.

D. Other Regulatory Codes

1. Note that an Acting Disciplinary Authority may adopt any number of approved regulatory schemata for administering penalties within the course of an Organization-sanctioned Event. Such regulatory guides must conform to this overarching Code of Conduct. Actions resulting in penalties administered through the application of such systems do not constitute conduct violations unless a complaint is filed by the Acting Disciplinary Authority or an eyewitness Member and the Judicial Committee deems them to be violations. Likewise, actions that are not penalized under such systems may still be held violations of the Code of Conduct upon complaint and review, and thus are subject to sanctioning under this Policy.

2. The Code of Conduct described here applies to all Members in every dodgeball-related activity, as well as to all dealings with the Organization Administration including but not limited to, the Board, Organization Staff Members, and volunteers. Officials are judging on-field behavior by the same standards as the Board or the Judicial Committee. Different authorities may have additional rules to enforce which are unrelated to the Organization Code of Conduct, however. For example, a Member Team showing up late for an Event may merit a penalty from an Event director while constituting no breach of the Code of Conduct. Note, too, that these several disciplinary bodies may impose different sanctions for the same conduct violation.

Article IV: Enforcement of the Conduct

Alleged violations of Article III of this Policy set forth above shall be reviewed two ways. For conduct that occurs during Organization-sanctioned Events in progress, expedited resolution may be required and, as a natural result, the review and appeal process is necessarily limited to real-time review. Alleged violations of this Policy that do not need to be resolved during an Organization-sanctioned Event, may be reviewed through a formal complaint-defense-appeal-process.

A. Enforcement during an Organization-sanctioned Event in progress. An Acting Disciplinary Authority may, as necessary, impose sanctions or penalties for violations of this Policy to ensure expedient administration of its duty in anticipation of or during an Event. For example, an Event director has the authority to eject a violent Member from an Event.

B. More than one Acting Disciplinary Authority may have jurisdiction over an Event. In such case, communication and coordination between the multiple Acting Disciplinary Authorities with jurisdiction is encouraged to ensure that consistent results are achieved and the appropriate course of action is determined.

C. Notwithstanding the foregoing, in the Event that disagreements between multiple Acting Disciplinary Authorities at a particular Event arise, the highest-level Acting Disciplinary Authority who is ascertainable and reachable during an Event shall make the final decision.

1. Initiating and Carrying Out the Enforcement Process. An Acting Disciplinary Authority may act on his or her own initiative to impose sanctions or penalties for violations of this Policy. In addition, an individual may allege a complaint against a Member or Member Team by directly contacting the appropriate Acting Disciplinary Authority, who may act upon the complaint as he or she sees fit. Due to the time sensitive nature of the situation, no written complaint is necessary.

2. Immediate Appeal of an Acting Disciplinary Authority's Decision. Generally, if a higher level Acting Disciplinary Authority is ascertainable and reachable during the Event, a Member may appeal the initial decision made by the lower level Acting Disciplinary Authority. If the higher level Acting Disciplinary Authority cannot be reached in time to make a decision on the matter, the original Acting Disciplinary Authority's decision stands during the on-going Event.

a. However, in situations where there may be no clear higher level Acting Disciplinary Authority, the Acting Disciplinary Authority decision may not be appealed. This Policy encourages Members to conduct themselves in a manner that is in conformance with the requirements of this Policy and to ensure quick decision-making and finality during ongoing Events.

3. Appeal of the Acting Disciplinary Authority Decision. If the sanctions imposed by Acting Disciplinary Authority continue beyond the Event where the conduct violation took place, the sanctions may be appealed by following the procedures set forth in Article IV.D below. Members may also appeal a decision that they believe was made by an Acting Disciplinary Authority unfairly or in error pursuant to the Organization Administrative Grievance Policy.

B. Enforcement Through a Formal Complaint. The second method by which alleged violations of this Policy are reviewed is through a more formal complaint-review-appeal process. While this process is more formal, it is understood that a particular situation may have a time-sensitive nature, and as such the timeframes set forth below may be accelerated at the discretion of the Judicial Committee to ensure that time-sensitive complaints are reviewed quickly while still being afforded the full appeal process outline below.

1. Initiating the Enforcement Process. Any Member or group may file a complaint against any other Member, group of Members, Member Teams, or a decision made by a Acting Disciplinary Authority if the sanctions imposed continue beyond the Event where the conduct occurred. In the case of a complaint

relating to on-court conduct, the complainant must be a witness to the conduct in question. An individual who hears of but does not witness offensive conduct may request an investigation by the Judicial Committee, who may act on such requests at their discretion.

a. Additionally, any Member who has been suspended for longer than (1) year shall have the right to have their suspension reviewed annually by submitting a request for review to the Judicial Committee. Review of suspensions shall be heard by the Judicial Committee and shall not require an Initial Determination.

b. The complainant must submit their complaint in writing to a member of the Board within thirty (30) days of the conduct in question. The Judicial Committee shall have the discretion to grant complainants extensions of this deadline. Multiple complaints by different parties regarding a single incident may be consolidated and treated as a single complaint.

c. The Judicial Committee will determine whether a complaint is sufficiently credible to warrant a hearing. In making this determination the Judicial Committee may consult with appropriate Staff Members. In the event that the Judicial Committee determines that a complaint is insufficient to warrant a hearing, it shall notify the complainant in writing of its determination. In the event the complaint is deemed credible, the Judicial Committee will inform the complainant and will also inform the defendant of the complaint, making known to him or her the allegations being charged. The defendant will have thirty (30) days, or such shorter or longer period as the Judicial Committee determines, in its sole discretion, to submit a written defense to the Judicial Committee.

2. Initial Determination Made by The Appropriate Staff Member. The Judicial Committee will determine the appropriate Staff Member to review the complaint, make an Initial Determination and provide a recommended course of action. The Judicial Committee will forward copies of all information it has obtained on a particular matter to the appropriate Staff Member. The Staff Member shall have the authority to conduct its own investigation to obtain further information in order to make its Initial Determination.

a. The Staff Member's Initial Determination and recommended course of action must be delivered to the Judicial Committee within thirty (30) days of receiving the defendant's response to the allegation. This period may also be shortened or lengthened by the Judicial Committee in its sole discretion as a result of the (a) time sensitive nature of a particular issue or (b) in order to ensure that the involved parties have a meaningful opportunity to avail themselves of the full appeal process.

3. Review of the Initial Determination by the Judicial Committee. The Judicial Committee shall review the Initial Determination upon receipt. Within five (5)

days of receipt, the Judicial Committee may validate the Initial Determination or reconsider the Initial Determination.

a. Validation. If the Judicial Committee validates the Initial Determination, the Initial Determination shall become the final decision of the Judicial Committee.

b. Reconsideration. The Judicial Committee may reconsider the Initial Determination if, in the Judicial Committee's reasonable judgment either the Initial Determination:

(i) significantly departs from existing precedent;

(ii) imposes sanctions that are grossly disproportionate to the violation in question (i.e., too strict or too lenient);

(iii) clearly misinterprets existing rules regulations, policies or

(iv) if significant new information has been presented which may affect the facts and circumstances involved in the alleged conduct violation.

c. Reconsideration may not necessarily result in modifications of or changes to the Initial Determination.

d. If the Judicial Committee chooses to reconsider the Initial Determination it may conduct its own independent investigation and may incorporate any new information presented into its decision-making process.

e. The Judicial Committee's final decision (the "Judicial Committee Decision") shall be communicated in writing to the affected parties within thirty (30) days of receiving the Initial Determination. Unless otherwise stated, the Judicial Committee Decision shall take effect immediately.

f. The Judicial Committee reserves the right to shorten or lengthen the time periods set forth above in its sole discretion due to either the (i) time sensitive nature of a particular issue or (ii) in order to ensure that the involved parties have a meaningful opportunity to avail themselves of the full appeal process. Any changes to deadlines contained herein must be expressly communicated to the involved parties in writing immediately after the decision has been made by the Judicial Committee.

g. During the review process the Judicial Committee may temporarily impose or suspend imposed penalties on affected parties until the matter is fully resolved. For example, this may mean that a Member may or may not be allowed to compete in Organization-sanctioned Events until the final resolution of an appeal.

h. Judicial Committee decisions are based on majority vote when no consensus can be reached. In the event of a tie, the Board President casts the deciding vote.

4. Appeals. A decision of the Judicial Committee may only be appealed through arbitration.

Article V: Sanctions

A. Sanctions by an Acting Disciplinary Authority. An Acting Disciplinary Authority may impose sanctions necessary for the administration of its duties. Such sanctions may include, but are not limited to, ejection of a Member or Member Team from an Event; assessment of points against a Member Team; denial of Organization membership; and denial of participation in the Organization.

1. No Acting Disciplinary Authority may suspend any Member or Member Team from participation in any Event other than the immediate Event being administered by that authority. The same restriction applies to probation.

B. Sanctions by the Judicial Committee. The Judicial Committee acting as proxy is not limited in its range of sanctions, except by the requirement that the penalty be proportionate to the severity of the action or its consequences. Such sanctions may include, but are not limited to, any sanctions that an Acting Disciplinary Authority may impose, public or private censure, demand of public or private apology, demand of completion of service to the dodgeball community, probation, and suspension from participation in Organization-sanctioned Events. Suspensions or penalties occurring for a period of time longer than one (1) year may be reviewed annually by the Judicial Committee upon request.

C. Publication of Decisions. The Judicial Committee may, in their sole discretion, publish specific or general summaries of decisions made and sanctions imposed in connection with the enforcement of this Policy for the purpose of providing guidance ("Published Guidance"). Published Guidance shall not refer specifically to the parties involved and shall be redacted to the extent practicable. Published Guidance shall be made available to the public on the Organization's website.

Article VI: Summary

The Organization expects all Members to treat one another with respect, and to be truthful and considerate in their dealings within the Organization and the greater dodgeball community. These standards of conduct are maintained by the strong tradition of etiquette and sportsmanship within the dodgeball community, and by good-faith resolutions of disputes among the parties involved.

Adopted from USAU
Rev 08/2015

NATIONAL COLLEGIATE DODGEBALL ASSOCIATION, INC.

CONFLICT OF INTEREST POLICY

Article I: Purpose

This conflict of interest policy ("Policy") is designed to foster public confidence in the integrity of National Collegiate Dodgeball Association, Inc. ("Organization") and to protect the Organization's interest when it is contemplating entering a Transaction (defined below) that might benefit the private interest of a Executive Board member, director, a corporate officer, the top management or top financial official, Member, or a key employee (defined below).

Article II: Definitions

A. The following are considered "Insiders" for the purposes of this Policy:

1. Each member of the Organization's Executive Board ("Board") or other governing body.

2. The President, Treasurer, Chief of Content, Director of League Expansion, Director of Officiating, Director of Relations, Director of Nationals, or any person with the responsibilities of any of these positions (whether or not the person is an officer of the Organization under the Organization's Bylaws).

B. "Interest" means any commitment, investment, relationship, obligation, or involvement, financial or otherwise, direct or indirect, that may influence a person's judgment, including receipt of compensation from the Organization, a sale, loan, or exchange transaction with the Organization.

C. A "Conflict of Interest" is present when, in the judgment of the Board, an Insider's stake in the transaction is such that it reduces the likelihood that an Insider's influence can be exercised impartially in the best interests of the Organization.

D. "Transaction" means any transaction, agreement, or arrangement between an Insider and the Organization, or between the Organization and any third party where an Insider has an interest in the transaction or any party to it.

Article III: Procedures

A. Duty to Disclose. Each Insider shall disclose to the Board all material facts regarding his or her interest in the Transaction, promptly upon learning of the proposed Transaction.

B. Determining Whether a Conflict of Interest Exists. With regard to an Insider, the Board shall determine if a Conflict of Interest exists. The Insider(s) and any other interested person(s) involved with the Transaction shall not be present during the Board's discussion or determination of whether a Conflict of Interest exists, except as provided in Article IV below.

C. Procedures for Addressing a Conflict of Interest. The Board shall follow the procedures set forth in Article IV in order to decide what measures are needed to protect the Organization's Interests in light of the nature and seriousness of the conflict, to decide whether to enter into the Transaction and, if so, to ensure that the terms of the Transaction are appropriate.

Article IV: Review by the Board

A. The Board may ask questions of and receive presentation(s) from the Insider(s) and any other interested person(s), but shall deliberate and vote on the Transaction in their absence.

B. The Board shall ascertain that all material facts regarding the Transaction and the Insider's Conflict of Interest have been disclosed to the Board and shall compile appropriate data, such as comparability studies, to determine fair market value for the Transaction.

C. After exercising due diligence, which may include investigating alternatives that present no conflict, the Board shall determine whether the Transaction is in the Organization's best Interest, for its own benefit, and whether it is fair and reasonable to the Organization; the majority of disinterested members of the Board then in office may approve the Transaction.

Article V: Records of Proceedings

The minutes of any meeting of the Board pursuant to this Policy shall contain the name of each Insider who disclosed or was otherwise determined to have an Interest in a Transaction; the nature of the Interest and whether it was determined to constitute a Conflict of Interest; any alternative Transactions considered; the members of the Board who were present during the deliberations on the Transaction, those who voted on it, and to what extent interested persons were excluded from the deliberations; any comparability data or other information obtained and relied upon by the Board and how the information was obtained; and the result of the vote, including, if applicable, the terms of the Transaction that was approved and the date it was approved.

Article VI: Annual Disclosure and Compliance Statements

Each member of the Board, director, corporate officer, the top management official, the top financial official, and each key employee of the Organization, shall annually sign a statement on the form attached, that:

A. affirms that the person has received a copy of this Policy, has read and understood the Policy, and has agreed to comply with the Policy; and

B. discloses the person's financial Interests and family relationships that could give rise to Conflicts of Interest.

Article VII: Violations

If the Board has reasonable cause to believe that an Insider of the Organization has failed to disclose actual or possible Conflicts of Interest, including those arising from a Transaction with a related interested person, it shall inform such Insider of the basis for this belief and afford the Insider an opportunity to explain the alleged failure to disclose. If, after hearing the Insider's response and making further investigation as warranted by the circumstances, the Board determines that the insider has failed to disclose an actual or possible Conflict of Interest, the Board shall take appropriate disciplinary and corrective action.

Article VIII: Annual Reviews

To ensure the Organization operates in a manner consistent with its status as an organization exempt from federal income tax, the Board shall authorize and oversee an annual review of the administration of this Policy. The review may be written or oral. The review shall consider the level of compliance with the Policy, the continuing suitability of the Policy, and whether the Policy should be modified and improved.

NATIONAL COLLEGIATE DODGEBALL ASSOCIATION, INC.

CONFLICT OF INTEREST POLICY:

ACKNOWLEDGMENT AND FINANCIAL INTEREST DISCLOSURE STATEMENT

National Collegiate Dodgeball Association, Inc. ("Organization") follows a conflict of interest policy designed to foster public confidence in the Organization's integrity and to protect the Organization's interest when contemplating entering a transaction or arrangement that might benefit the private interest of a member of the Executive Board, director, corporate officer, top management official, Member, and top financial official, or any key employees.

Part I. Acknowledgment of Receipt

I hereby acknowledge that I have received a copy of the Conflict of Interest policy of National Collegiate Dodgeball Association, Inc., have read and understood it, and agree to comply with its terms.

_____ _____

Signature Date

_____

Printed Name

Part II. Disclosure of Financial Interests

The Organization is required annually to file Form 990 with the Internal Revenue Service, and the form filed is available to the public. To complete Form 990 fully and accurately, each member of the Executive Board, officer, director and key employee must disclose the information requested in this Part II.

A "Conflict of Interest," for purposes of Form 990, arises when a person in a position of authority over an organization, such as an officer, director, or key employee, may benefit financially from a decision he or she could make in such capacity, including indirect benefits such as to family members or businesses with which the person is closely associated.

Please check ONE of the following boxes:

☐ My interests and relationships have not changed since my last disclosure of interests. [Proceed to signature block below. Do not complete the tables.]

OR

☐ I hereby disclose or update my interests and relationships that could give rise to a conflict of interest: [Complete the table below. Use additional pages as needed.]

Family Relationships	Names of those presenting a potential conflict of interest
Include spouse/domestic partner, living ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great grand-children, and spouses/ domestic partners of brothers, sisters, children, grandchildren, and great grandchildren	

Type of interest	Description of interest that could lead to a conflict of interest
Transactions or arrangements with the Organization	
Transactions or affiliations with other nonprofit organizations	
Substantial business or investment holdings	
Transactions or affiliations with businesses not listed above	

I am not aware of any financial interest involving me or a family member that could present a conflict of interest that I have not disclosed either above or in a previous disclosure statement.

_____ _____

Signature Date

_____

Printed Name

NATIONAL COLLEGIATE DODGEBALL ASSOCIATION, INC.

DISCONTINUING CONTACT POLICY

Article I: Purpose

It is the policy of National Collegiate Dodgeball Association, Inc. ("Organization") to discontinue contacting any person upon that person's oral or written request directed to the Organization, its professional fundraiser, or other agent.

Article II: Policy

The Organization shall maintain a record of all requests by persons who indicate to the Organization, its professional fundraiser, and other agents, that they do not wish to be contacted by or on behalf of the Organization.

Article III: Limitation

This policy does not prohibit contact by the Organization that is solicited by a person or a person's representative, even if the person or his/her representative have requested to be placed on the "do not contact list." Contact by the Organization that is solicited by a person whose name appears on "do not contact" list shall be limited to providing a direct response to the person's inquiry and shall not cause the person's name to be removed from the "do not contact" list.

Article IV: Procedure

Upon a person's (or a person's authorized representative's) request that the Organization discontinue further contacts, the person's name and address will be promptly removed from the Organization's database or modified to insure that no further contact is made with the person. The Organization will also take steps to insure that the person's name is removed from any external databases or records under the Organization's control.

Article V: Permanent Record

The Organization will maintain a record of all requests for discontinuance of contacts, effective with the adoption of this policy by the Organization's Executive Board. Oral requests will be recorded in writing by the staff of the Organization and maintained with the written requests. The records of persons who have made such a request will be maintained by the Organization to the extent necessary for legal or liability purposes.

Rev 08/2015

NATIONAL COLLEGIATE DODGEBALL ASSOCIATION, INC.

WAIVER AND RELEASE OF LIABILITY POLICY

Article I: Purpose

This waiver may not be modified. Signed waivers are required to participate in National Collegiate Dodgeball Association, Inc. ("Organization") Events. In consideration of being allowed to participate in any way in Organization programs, related events and activities, the undersigned acknowledges, appreciates and willingly agrees to this policy. Henceforth, in this policy, "I" (or any variation of first-person phrasing) represents the person signing this document.

Article II: Compliance

I will comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

Article III: Acknowledgement of Risk

I acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury including traumatic brain injury, permanent disability and death, and severe social and economic losses which may result not only from their own actions, inactions or negligence but the action, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, I accept personal responsibility for the damages following such injury including traumatic brain injury, permanent disability or death.

Article IV: Authorization

I hereby authorize and give my full consent to the Organization, in perpetuity, to copyright and/or publish any and all photographs, video and/or broadcasts in which I appear while attending any Organization-sanctioned Event. I further agree that the Organization may transfer, use or cause to be used, photographs, video, or broadcasts for any exhibitions, public displays, publications, commercials, online streaming, art and advertising purposes, and television programs without limitations or reservations, in perpetuity.

Article V: Assumption of Risk

I knowingly and freely assume all such risk, both known and unknown, even those arising from the negligent acts or omissions of others and assume full responsibility for my participation.

Article VI: Release

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, and agree to hold harmless the Organization, its officers, officials, affiliated Member Teams, their respective administrators, directors, agents, coaches, and other Members of the Organization, other participants, sponsoring agencies, advertisers, and, if applicable owners and lessors of premises used to conduct the event, all of which are hereinafter referred to as "releasees", with respect to all and any injury, disability, death or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law. I will indemnify, save and hold harmless above named releasees of, from and against any loss, cost, expense, damage or liability that such releasees may incur as a result of, arising from or in connection with such claim, including without limitation any attorney's fees, or other costs or expenses or litigation.

Article VII: Substance Use

I agree that, as a Member, player, organizer or representative of the Organization, I will not compete at Organization official, sponsored, sanctioned or affiliated Events, or carry out responsibilities related to official Organization and Event business, while under the influence of alcohol or illegal/banned drugs. Additionally, I will not engage in any unlawful acts at such Events, including but not limited to the unlawful or unauthorized use, possession, distribution or consumption of alcoholic beverages or illegal/banned drugs at said events or while representing the Organization in an official capacity.

Article VIII: Conduct

I will comply with and be bound by the stated and customary terms and conditions for participation, including the Organization Conduct Policy found at [insert hyperlink], the Organization Bylaws found at [insert hyperlink], and any other policies published and approved by the Organization found at [insert hyperlink]. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

Adopted from USAU
Rev 08/2015

NATIONAL COLLEGIATE DODGEBALL ASSOCIATION, INC.

WAIVER AND RELEASE OF LIABILITY POLICY

SIGNATURE SHEET

I have read this release of liability and assumption of risk agreement, fully understand its terms, and understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement. Additionally, I acknowledge the Organization-approved concussion information found at:
http://www.cdc.gov/concussion/headsup/pdf/Parent_Athlete_info_sheet-a.pdf.

□ Participant is 18 or Older

Date: _____

Participant's Signature (under 18 do not need to sign):

_____

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to indemnify and hold harmless the releasees from any and all liabilities incident to my minor child's involvement or participation in these programs above, even if arising from their negligence, to the fullest extent permitted by law.

□ Participant is Under 18 Years

Date: _____

Parent/Guardian Signature (required if participant is under 18):

_____

Your participation in this or any Organization Event or Organization-sanctioned Event is always subject to the rules, policies, procedures and governing documents of the Organization and may trigger important consequences.

NATIONAL COLLEGIATE DODGEBALL ASSOCIATION, INC.

RECORD RETENTION POLICY

National Collegiate Dodgeball Association, Inc. ("Organization") takes seriously its obligations to preserve information relating to records, litigation, audits, and investigations.

Article I: Purpose

The information listed in the retention schedule below is intended as a guideline and may not contain all the records the Organization may be required to keep in the future. Questions regarding the retention of documents not listed in this chart should be directed to the President.

Article II: Legal Hold

From time to time, the President may issue a notice, known as a "legal hold," suspending the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings. No records specified in any legal hold may be destroyed, even if the scheduled destruction date has passed, until the President withdraws the legal hold in writing.

Article III: Retention Timeline

File Category	Item	Retention Period
Corporate Records	Bylaws and Articles of Incorporation	Permanent
	Corporate resolutions	Permanent
	Executive Board and committee meeting agendas and minutes	Permanent
	Conflict-of-interest disclosure forms	4 years
Finance and Administration	Financial statements (audited)	7 years
	Auditor management letters	7 years
	Payroll records	7 years
	Check register and checks	7 years
	Bank deposits and statements	7 years
	General ledgers and journals (includes bank reconciliations)	7 years

	Equipment files and maintenance records	7 years after disposition
	Contracts and agreements	7 years after all obligations end
	Correspondence — general	3 years
Insurance Records	Policies — occurrence type	Permanent
	Policies — claims-made type	Permanent
	Accident reports	7 years
	Safety (OSHA) reports	7 years
	Claims (after settlement)	7 years
Tax	IRS exemption determination and related correspondence	Permanent
	IRS Form 990s	7 years
	Charitable Organizations Registration Statements	7 years
Human Resources	Employee personnel files	Permanent
	Employment applications	3 years
	IRS Form I-9 (store separate from personnel file)	Greater of 1 year after end of service, or three years
	Withholding tax statements	7 years
	Timecards	3 years

Article IV: Electronic Documents and Records

Electronic documents will be retained as if they were paper documents.
Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods will be tested on a regular basis.

Article V: Emergency Planning

The Organization's records will be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping the Organization operating in an emergency will be duplicated or backed up at least every week and maintained off-site.

Article VI: Document Destruction

The President is responsible for the ongoing process of identifying its records, which have met the required retention period, and overseeing their destruction. Destruction of financial and personnel-related documents will be accomplished by shredding. Document destruction will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

Article VII: Compliance

Failure on the part of Members to follow this policy can result in possible civil and criminal sanctions against the Organization and its Members and possible disciplinary action against responsible individuals. The President and Executive Board Members will periodically review these procedures with legal counsel or the Organization's certified public accountant to ensure that they are in compliance with new or revised regulations.

NATIONAL COLLEGIATE DODGEBALL ASSOCIATION, INC.

WHISTLEBLOWER POLICY

Article I: Purpose

National Collegiate Dodgeball Association, Inc. ("Organization") requires Executive Board ("Board") members, committee members and Members to observe high standards of business and personal ethics in the conduct of their duties and responsibilities, and all directors, committee members and Members to comply with all applicable laws and regulatory requirements.

Article II: Reporting Responsibility

The Organization seeks to have an "Open Door Policy" and encourages Board members and Members to share their questions, concerns, suggestions or complaints regarding the Organization and its operations with someone who can address them properly. In most cases, a Board member or committee member should present his or her concerns to the President of the Board. The Director of Officiating on the Board is generally in the best position to address a Member's area of concern. However, if a Board member is not comfortable speaking with the Board President or is not comfortable with the Board President's response, or if a Member is not comfortable speaking with the Director of Officiating or if the Member is not satisfied with the Director of Officiating's response, the Board member, committee member or Member is encouraged to speak with anyone on the Board whom the Member is comfortable in approaching, or to directly contact the Organization's outside legal counsel, whose contact information can be obtained from the Board Treasurer.

Article III: No Retaliation

No Board member, committee member, or Member who in good faith reports a violation of a law or regulation requirement shall suffer harassment, retaliation or adverse membership consequence. A Member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of membership in the Organization. This Whistleblower Policy is intended to encourage and enable persons to raise serious concerns within the Organization prior to seeking outside resolution.

Article IV: Compliance Officer

The Organization's Director of Officiating, working with the President of the Board, will act as the Organization's Compliance Officer. The Compliance Officer is responsible for investigating and resolving all employee complaints and allegations concerning violations of the Principles and/or Code. The Board President or his or her designee will take on the Compliance Officer role if the complaint involves the Director of Officiating. If the complaint involves both the Director of Officiating and Board President, outside legal counsel will carry out the functions of the Compliance Officer.

Article V: Accounting and Auditing Matters

The Treasurer of the Board shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Director of Officiating shall immediately notify the Treasurer of any such complaint and work with the Treasurer until the matter is resolved.

Article VI: Requirement of Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the law or regulation requirements must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Article VII: Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Article VIII: Handling of Reported Violations

The Compliance Officer, or the person responsible for carrying out the Compliance Officer's role with respect to a reported or suspected violation, will acknowledge receipt of the reported violation or suspected violation by writing a letter (or e-mail) to the complainant within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.