



South Dakota Amateur Hockey Association

Bylaws

Updated by SDAHA Board of Directors on September 16, 2023

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By-Laws Of South Dakota Amateur Hockey Association

ARTICLE 1 – JURISDICTION

The exclusive jurisdiction of the South Dakota Amateur Hockey Association (SDAHA) is the entire state of South Dakota. Any team joining USA Hockey automatically comes under the jurisdiction and control of the local, district, and state associations affiliated with USA Hockey.

ARTICLE 2 – MEMBERSHIP

2.1 Participating Members: Any community, association or group intending to participate in SDAHA league play or in SDAHA District, Regional or State Tournament competition must be a Participating Member of SDAHA.

2.2 Non-participating Members: Any community, association or group intending to participate in the formation of ice hockey teams, ice hockey instruction and playing ice hockey games, but not wishing to participate in the SDAHA league play or to place a team or teams in SDAHA District, Regional or State Tournament competition, may become a Non-participating Member of SDAHA, but only with the consent of the SDAHA Board of Directors.

2.3 Sustaining Members: Any person, corporation or unincorporated organization desiring to support SDAHA or to promote the participation and formation of ice hockey teams, ice hockey instruction and the playing of ice hockey games may become a Sustaining Member of SDAHA.

2.4 Reservation of Rights: The SDAHA Board of Directors reserves the right to refuse any membership application at its discretion or to expel any member.

2.5 Membership in USA Hockey: All Participating and Non-participating Members of SDAHA, as a condition of membership in good standing with SDAHA, shall also be required to be members in good standing of USA Hockey.

ARTICLE 3 - TEAM AND PLAYER REGISTRATION AND ELIGIBILITY

3.1 Fees, Dues and Assessments:

- A. The registration fees, dues and assessments for a Participating Member, and dues for Non-participating and Sustaining Members, of SDAHA, shall be established by the SDAHA Board of Directors annually. All fees, dues and assessments of SDAHA shall be reasonable in relation to the programs it offers its members. SDAHA will not alter its financial structure in a manner so as to unreasonably or arbitrarily increase the annual financial burden on any of its members for expenses incurred by or in the operation of SDAHA without the prior consent of USA Hockey.
- B. The per registered player assessments will be reviewed annually in connection with budget requirements and will be published in the SDAHA Playing and Administrative Rules.

3.2 Period of Membership: The period of membership shall be from September 1 to August 31 of each year.

3.3 Time for Payment: USA Hockey Individual Membership Registrations, and Invitational Tournament Application fees for a Participating Member must be submitted to the USA Hockey Associate Registrar according to deadlines as determined by the Associate Registrar. The SDAHA Board of Directors may, from time to time, authorize a later payment date for some or all of the SDAHA fees, dues or assessments. A member failing to pay the established fees, dues and/or assessments by the authorized date shall be suspended from SDAHA and ineligible to participate in any of its meetings or activities until paid. The continued failure to pay the required registration fees or dues for a period of ninety (90) days will result in automatic loss of membership standing.

3.4 Registration of All Teams: A Participating and Non-participating Member shall have all of its teams, whether traveling or house, registered with SDAHA as a condition of membership in good standing with SDAHA. All registered teams of SDAHA, as a condition of membership in good standing with SDAHA, shall also be "Registered Team Members" in good standing with USA Hockey.

3.5 Team Rosters: Team rosters for a traveling team participating in SDAHA league play must be submitted to the USA Hockey Associate Registrar not less than seven (7) days prior to that team's first SDAHA league game each season. A player rostered on a traveling team may not be thereafter rostered on any other traveling team participating in SDAHA league or tournament play for the remainder of that season except for the following two cases:

- A. Female Participant – Female participants may roster either in the youth or girls League divisions offered within SDAHA, but may not roster in both. Once rostered, female participants shall follow applicable rostering requirements set forth within these by-laws and SDAHA Playing Rules for the division they are currently rostered.
- B. High School Teams – For SDAHA league games and state championship competition, a player may be rostered on both a SDAHA varsity and junior varsity team.

3.6 Classifications: The classifications of the teams, the ages of players on the teams and the month and days from which all ages shall be computed shall be set by the SDAHA Board of Directors prior to July 15 of each year.



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3.7 Player Association Participation: A player's initial Association participation is determined by the School District where the player is enrolled, located in the municipality where the Association has its official address. If the School District where the player is enrolled is not located in a municipality with an Association, the player's initial Association is the closest Association "as the crow flies" from the location of the school where the player is enrolled to the center of the municipality where the Association has its official address. The initial Association participation of a player too young to be enrolled in a School District, is determined by the School District where the player would be enrolled based on the residency status of at least one of the player's parents or legal guardians. *(Section Added 09/2023)*

3.8 Player Registration: No player shall be registered with two or more SDAHA or USA Hockey teams at the same time, unless authorized by the SDAHA Board of Directors. Any team using a player registered with another USA Hockey or SDAHA team shall be declared ineligible to participate in any SDAHA sanctioned league or tournament competition; except such team may participate in house leagues or against house teams registered with SDAHA with the approval of the local association of such leagues or teams. Any player registered with two or more SDAHA or USA Hockey teams shall be automatically barred from participating with any team in any SDAHA league or tournament competition and can only be reinstated by the SDAHA Board of Directors. SDAHA shall also request that such player be placed on the ineligible list of USA Hockey.

3.9 Birth Certificates: A copy of government issued birth certificate for each participant must be submitted to the USA Hockey Associate Registrar. For traveling teams in SDAHA league play, the birth certificates must be submitted not less than seven (7) days prior to that team's first SDAHA league game each year. For all other players within the local association, birth certificates must be submitted to the USA Hockey Associate Registrar no later than December 1 of each year.

3.10 Player Transfers: Players may be transferred from one Association to another as outlined in these Bylaws. Once approved, individual player transfers shall remain in effect for the duration of that player's participation in SDAHA. If the player wishes to void the approved player transfer, a new player transfer request is required to be submitted for consideration. Any refusal to permit a transfer may be appealed to the SDAHA Board of Directors. Such appeals shall be made and determined pursuant to Section 4.3 of these Bylaws.

Copies of all transfers/approvals must be sent to the SDAHA Registrar for record keeping purposes.

Player Transfers Within South Dakota: If a South Dakota player wishes to play in a different Association within the state, the releasing and receiving Associations shall consider the player request. If both Associations within South Dakota agree, the transfer request shall be sent to the SDAHA President for approval or denial. If approval is received, the transfer is authorized. Player transfers are not required if a South Dakota player is playing on a Tier 1 team.

Player Transfers From South Dakota to Another State: If a South Dakota player wishes to play in a different state and the South Dakota Association and the out-of-state Affiliate agree, the transfer request shall be sent to the SDAHA President for approval or denial. If approved by the SDAHA President, the approval proceeds to the district director for approval or denial. If approval from the district director is received, the transfer is authorized. Player transfers are not required if a South Dakota player is attending school in another state, though they may be granted upon request.

(Entire Section 3.10 was Revised on 09/2023)

3.11 Interstate Tournaments: Teams registered with SDAHA and USA Hockey shall obtain a travel permit for travel to Canada. Teams must have permission from the USA Hockey District Registrar, or his designee, to compete in national and international invitational tournaments. Teams not receiving permission are liable to suspension.

3.12 Outlaw Teams: No member of SDAHA may play any team outlawed by USA Hockey or any team playing players outlawed by USA Hockey. In addition, any SDAHA registered team playing a non-USA Hockey registered team will forfeit its eligibility in SDAHA tournament competition.

ARTICLE 4 - SUSPENSIONS; PROTESTS; APPEALS; COURT ACTIONS

4.1 Authority of the SDAHA: The SDAHA Board of Directors, and its designees, shall have the primary authority, in conformity with its Articles, these By-laws and its rules and regulations, to supervise the sport of ice hockey within the entire State of South Dakota and the conduct of its members, teams, participants and game officials, including the power to discipline and suspend. In this function, it shall have the authority to interpret, define and explain the provisions of its Articles, By-laws and rules and regulations. Any violation of the Articles, By-laws or any other rules and regulations of SDAHA shall render a member, including any amateur athlete, coach, trainer, manager, administrator or official, liable to suspension or expulsion. Any violation / discipline / suspension / expulsion actions will be handled in a manner according to USA Hockey Policies, USA Hockey Bylaws, USA Hockey Rules and Regulations, or USA Hockey Duties and Responsibilities as set for in the most recent USA Hockey Annual Guide.

4.2 Authority of Local Association. The power to discipline and suspend any person belonging to a Participating or Nonparticipating Member also shall be with the local governing body in accordance USA Hockey; Policies, or Bylaws, or Rules and Regulations, or Duties and Responsibilities as set for in the most recent USA Hockey Annual Guide.

4.3 Appeals: All appeals will be handled and/or conducted according to USA Hockey Bylaw 10 as found in the USA Hockey Annual Guide. The Notice of Appeal shall be filed with the SDAHA Secretary and be accompanied by a nonrefundable fee of \$250. Such notice of appeal shall be



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made within 14 days of receipt of the decision appealed or of the date of the failure to hold a hearing, whichever is applicable.

4.4 Game Protests: A Participating Member may protest any SDAHA league or tournament game. All protests of league games must be submitted to SDAHA within 2 days of the completion of the game involved. Protests of league games shall be decided, following an expedited hearing, by the SDAHA Board of Directors, which shall serve as a Protest Committee. All protests of league games shall be decided within 10 days following receipt of the protest by the Secretary. All protests involving District, Regional or State tournament games must be submitted to the Tournament Director no later than 24 hours after the conclusion of the game, but at least six hours prior to the starting time of the next game affected by the protest. Protests of tournament games shall be decided by the Tournament Protest Committee following an expedited hearing. The Tournament Protest Committee shall consist of one representative from each of the SDAHA Participating Members, designated by the local association and approved by the SDAHA President. Provided, however, that the Tournament Director shall be a member of that Committee representing his/her participating member and other committee members shall attend the tournament for which they represent. The SDAHA President or designee in attendance at the tournament shall serve as chair of the Tournament Protest Committee.

4.5 General Rules for Game Protest:

- A. Protests shall not be accepted concerning interpretations of the playing rules made by game officials during the course of a game.
- B. All protests shall be in writing, shall be limited to one issue only, shall set forth a detailed statement of the facts and circumstances giving rise to the protest and the rule(s) upon which the protest is based and shall be subject to a nonrefundable fee of \$250. This fee will be billed to or assessed to the Local Association making the protest.
- C. All parties involved in the incident giving rise to the appeal or protest, and witnesses, shall be given the opportunity to present their version of the incident subject to the appeal or protest. However, each Participating Member which is a party to the appeal or protest shall be permitted only two representatives to appear before the Protest Committee or Board of Directors.
- D. A protest committee shall not take any action or make any decision unless the majority of those eligible to participate on the Committee are present or available via phone. No protest committee member or Board of Director member from the community involved in the appeal or protest shall participate in the decision or have any vote on any protested or appealed issue.
- E. The decision of a protest committee shall be final, unless overruled by USA Hockey.

4.6 Referees and Other Game Officials: Any referee or game official may be disciplined or suspended by the Board of Directors. In addition, any referee may be disciplined or suspended by the Referee-in-Chief. Any discipline or suspension procedure or action shall be conducted in a manner in accordance USA Hockey; Policies, or Bylaws, or Rules and Regulations, or Duties and Responsibilities as set for in the most recent USA Hockey Annual Guide.

4.7 Recourse to Courts: Refer to the most recent USA Hockey Annual Guide for direction of Recourse to Courts.

ARTICLE 5 - BOARD OF DIRECTORS

5.1 Power: The government and authority of SDAHA will be vested in its Board of Directors. That Board shall establish the policies for SDAHA will have the management and control of the property and affairs of SDAHA, will elect the officers of SDAHA and will have all the powers that may be exercised by a Board of Directors pursuant to law, except as otherwise provided in the Articles of Incorporation and these By-laws. It is specifically contemplated that the Board of Directors will have the power to take all action deemed appropriate by it for the best interests of ice hockey in South Dakota.

5.2 Composition: The Board of Directors will be composed of at least three members, the majority to be selected through an annual democratic election process as provided in Section 5.4, which election process and any changes thereto will be subject to the approval of the Executive Committee of USA Hockey.

5.3 Terms of Office: A Director's term shall begin at the spring meeting and he/she shall serve until his/her successor is elected and qualified. A Director may serve any number of successive terms on the Board of Directors.

5.4 Directors: Each Participating Member will be entitled to one Director. If a Director is unable to attend a meeting, his/her Participating Member association may appoint an alternate that will have all rights of a Director at that meeting. If the participating Member association appoints an alternate, the Association must inform SDAHA of the alternate in writing, by U.S. mail or by e-mail, no less than 20 days in advance of the regularly scheduled meeting. The SDAHA president may waive the 20-day notice requirement upon request, and such waiver must not be unreasonably withheld. If a Participating Member association desires to appoint an alternate for a special meeting of the SDAHA Board of Directors, they must obtain the approval of the SDAHA President in advance of the meeting, which approval must not be unreasonable withheld.

5.5 Voting Directors: Members eligible to vote on SDAHA matters at hand shall include the directors outlined in Article 5.4 of the SDAHA by laws, or their approved alternates, as well as the elected officers of SDAHA as outlined in Article 6 of the SDAHA by-laws. The president shall vote only in the event of a tie on any matter at hand.

5.6 Directors' Duties: It will be the duty of the Directors to act as liaison between that Member Association and the SDAHA.



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5.7 Director Emeritus: The Board of Directors will have the authority to appoint one or more persons to the position of Director Emeritus in recognition of distinguished and lengthy service to SDAHA. A Director Emeritus will be a non-voting member of the Board, but in all other respect will be entitled to all of the rights, privileges, duties and responsibilities of other Board members.

5.8 Vacancies: Vacancies in a Director position will be filled for the unexpired term by an appointment within the member association involved in the loss of a Director. Upon the appointment of a replacement Director, the Participating Member association must promptly notify the SDAHA President and Secretary of the identity of the replacement Director.

5.9 Removal of Directors: Any Director may be removed from office by a two-thirds vote of all Directors then elected and qualified at a meeting called for that purpose with proper notice to the person involved, with or without cause, whenever in the Board of Directors' collective judgment the best interests of SDAHA will be served thereby. A statement of the proposed removal of such Director, which statement may be drafted by the Board of Directors or the Executive Committee for submission to the Board for a vote on the proposed removal, will be mailed by registered or certified mail to the Director at his/her last recorded address at least 15 days before action is taken thereon, together with a notice of the time and place where the Board of Directors are to meet. The Director will be given an opportunity to make a presentation at the time and place mentioned in such notice.

ARTICLE 6 – OFFICERS

6.1 Election of Officers: The officers of SDAHA shall be the President, one or more vice-presidents as determined by the Board of Directors, the Secretary and the Treasurer. Such officers shall be elected by the Board of Directors at the annual meeting of the SDAHA Board with the President and Secretary elected on one slate for a two year term and the Vice President and Treasurer elected in the alternate year for a two year term or until his/her successor is elected and qualified, until his/her death, until he/she shall have resigned or until he/she shall have been removed as provided in these by-laws. If the election of officers shall not be held at the annual meeting, such election shall be held as soon thereafter as conveniently may be. Officers may be selected from the membership of the Board or may be any adult resident of South Dakota who supports and can further the purposes of the SDAHA. The officers shall have such powers and duties as are prescribed in these by-laws and as delegated by the Board of Directors

6.2 President: The President shall be the principal officer of SDAHA and shall preside at all meetings of SDAHA and its Board of Directors. He/she shall generally perform the duties usual to the office and may, at his/her discretion, order the calling of Board meetings or of its Committees. He/she shall exercise, in addition to the power conferred by the Articles and these by-laws, all powers of the Board in cases of emergency where it is not possible to obtain a Board vote. He/she shall perform those acts in the public realm he/she deems necessary for the good of the organization. The President shall sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any instruments which the Board of Directors has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or these by-laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by these by-laws or the Board of Directors from time to time.

6.3 Vice-President: In the absence of the President or in the event of his/her death, inability or refusal to act, a Vice-President shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President; and shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

6.4 Secretary: The Secretary shall

- A. keep the minutes of the proceedings of all meetings of the Board of Directors and keep a roster of the SDAHA Board of Directors membership in one or more books provided for that purpose;
- B. see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; provided proper notice, if given by any member, Director or officer, shall not be ineffective because not given by the Secretary;
- C. be custodian of the corporate minute book and records; and
- D. in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

6.5 Treasurer: The Treasurer shall

- A. prepare a proposed budget and submit the proposed budget to the President for distribution to the local associations to review prior to the annual meeting
- B. be responsible for presenting to the Board of Directors a true and accurate accounting of all financial transactions
- C. have charge and custody of and be responsible for all funds and securities of SDAHA;
- D. receive and give receipts for all moneys due and payable to SDAHA from any source whatsoever and deposit all such moneys in the name of SDAHA in such banks, trust companies or other depositories that shall be selected by the Board of Directors;
- E. sign all checks of SDAHA, keep proper books of account and pay all approved bills; and
- F. in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. Such a bond may also be



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required of any or all other officers, agents or employees of SDAHA as determined by the Board of Directors. In case any such bond is required, the cost thereof shall be paid by SDAHA.

6.6 Vacancies: Vacancies in the position of any office shall be filled immediately by appointment by the President until the Directors meet to elect a person to fill that vacancy, and such officer so elected shall hold office until his/her successor is elected.

6.7 Removal of Officers: Any officer may be removed from office by a two-thirds vote of all elected Directors then elected and qualified at a meeting called for that purpose with proper notice to the person involved, with or without cause, whenever in the Board of Directors collective judgment the best interests of SDAHA will be served thereby. A statement of the proposed removal of such officer, which statement may be drafted by the Board of Directors for a vote on the proposed removal, shall be mailed by registered or certified mail to the officer at his/her last recorded address at least 15 days before action is taken thereon, together with a notice of the time and place where the Board of Directors are to meet. The officer shall be given an opportunity to make a presentation at the time and place mentioned in such notice.

ARTICLE 7 – MEETINGS

7.1 Spring Meeting and Fall Meeting: Any action(s) or policy(ies) adopted or requested to be adopted by the Board of Directors or the officers of SDAHA shall be reported to its membership, or their duly elected representatives, at least twice each year at its spring meeting or fall meeting. The Board of Directors shall hold a meeting in the spring of each year and a meeting during the fall of each year. The exact date, time and place of the spring and fall meetings shall be determined by the President, subject only to the test of reasonableness as to time and place. At least 15-day notice of the spring and fall meetings and the agenda of the meetings shall be given to all Directors. The meetings shall be open to all Participating and Non-participating Members of SDAHA. The spring meeting should include, but is not limited to, annual budget review and approvals, changes regarding scheduling, officer elections, and any business that must be decided prior to registration and scheduling. The fall meeting should include but is not limited to, USA Hockey Inc. and SDAHA Playing Rule changes, determination of SDAHA committee members/directors, Awards ceremony, and business that must be decided prior to season start.

7.2 Special Meetings:

- A. The Board of Directors shall hold special meetings for any purpose at any time, which meetings may be called by the President, the Board of Directors or any nine or more Directors as provided herein. The exact date, time and place of a special meeting shall be determined by the person(s) calling the meeting, subject only to the test of reasonableness as to time and place.
- B. If any nine Directors make a written request to the President or the Secretary to call a special meeting, such officer shall, within 14 days, give notice of the meeting to be held within 30 days thereafter. If that officer fails to give notice of the meeting within 14 days, the person or persons who requested the meeting may fix the time and place of the meeting, subject only to the test of reasonableness as to time and place, and give notice in the manner provided herein. At least 7 days' notice of any special meeting shall be given to all Directors.
- C. The purpose of a special meeting of the Board of Directors and the identity of the person or persons calling the meeting must be indicated in the notice, but a general waiver of the notice of meeting shall be an effective waiver thereof.

7.3 Agenda Items : Anyone wishing to place an item on the agenda of any Board of Directors' meeting must do so by presenting it through their local president, their CIC, their RIC or SDAHA committee chair, in writing, not later than 20 days prior to the meeting unless less than 20 days' notice of the meeting is given in which event the item must be submitted in sufficient time so that it can be included on the agenda to be distributed as hereinafter provided. Items submitted must include the specific wording of any proposed resolution. The complete agenda will be distributed not later than 10 days prior to the meeting, unless less than 10 days' notice of the meeting is given in which event the agenda shall be distributed with the notice of meeting. Meetings may be held without the required advance notice providing waivers of notice are given in writing by all Directors. Any item determined by the President to be in the same form or substantially similar form to one which was voted and acted upon, rejected or withdrawn at the previous meeting of the Board of Directors cannot be placed on the agenda of the next meeting of the Board of Directors unless it has received a two-thirds majority vote of approval by the Board of Directors recommending that it be placed on the agenda. Without this two thirds approval to revisit an issue, the issue will not be allowed to be brought before the voting members for a period of two years from the date it was initially acted upon. After 20 days prior to any meeting, any additional items that are to receive consideration of the Board of Directors must receive unanimous approval of those present at the Board meeting in order to be placed on the agenda.

7.4 Proposal for Rule Changes: Except as otherwise provided in these by-laws, proposals for changing the SDAHA Administrative or Playing Rules must be adopted before October 15 of each year in order to be in effect for that season.

7.5 Voting - Quorum:

- A. Cumulative and proxy voting is prohibited except as noted in Section 5.4. A majority of the voting members of the Board of Directors, or the voting members of any Committee of the Board then elected and qualified, shall constitute a quorum. A majority of the members voting at a meeting at which a quorum is present shall constitute the action of the Board or that Committee, unless otherwise required by statute, the Articles of Incorporation or these by-laws. A majority of the Directors present at any regular or special Board meeting, or Committee meeting, although less than a quorum, may adjourn such meeting from time to time, without notice other than

announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally called.

When a two-day meeting is held, with discussion on day one and voting on day two, an association has only the number of votes as voting persons attending the discussion portion of the meeting on day one.

- B. Robert's Rules of Order shall govern and control the conduct of all meetings of the Board of Directors or any of its Committees, unless modified by statute or these by-laws.
- C. Members shall have voting rights in SDAHA only through their representatives on the Board of Directors.

7.6 Minutes: Copies of the minutes of all meetings of the Board of Directors and its Committees shall be mailed or electronically transmitted by the Secretary, or Chairman of the Committee, within 30 days following such meeting to the Directors.

7.7 Action Without a Meeting : Any action that may be taken by the Board of Directors, or any Committee thereof, at a meeting may be taken without a meeting if a consent in writing setting forth the action so to be taken shall be signed by all of the Board of Directors or Committee, as the case may be. Such action shall be effective on the date on which the last signature is placed on such writing or writings or such earlier effective date as is set forth therein.

7.8 Action by Mail and Telephone or Other Electronic Device:

- A. A vote to be taken by the Board of Directors or any Committee on any matter or hearing may be conducted by mail, telephone or other electronic device. To constitute the act of the Board of Directors or Committee, as applicable, such matter must receive a unanimous vote of all voting Directors then elected and qualified or all members of the Committee.
- B. In addition to the foregoing manner of conducting hearings or of taking vote by mail, telephone, or other electronic device, any one or more members of the Board of Directors or any Committee thereof may participate in a meeting of such Board or Committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting or hearing and, in such case, action may be taken by a majority (or such other number as required by statute, the Articles of Incorporation or these by-laws) of voting Directors or Committee members present and participating if a quorum be present.

ARTICLE 8 - COMMITTEES

8.1 Standing Committees: The Standing Committees of SDAHA will be the Rules Committee, the Disciplinary Committee and the Nominating Committee. Such other interim Committees as may be necessary for the operation of SDAHA affairs may be appointed by the President, subject to the approval of the Board of Directors. All members of a Committee, except an ex officio member and except as otherwise provided in these By-laws will be entitled to vote on any matter before that Committee. The President will be an ex officio member of all Committees.

- A. **Rules Committee**: The Rules Committee will consist of one representative of each Participating Member to be appointed by each respective Participating Member association's President prior to June 15 of each year. Its Chairman will be designated from its membership by the President. It will be the duty of this Committee to continuously review and recommend revisions to SDAHA's Articles, By-laws and its administrative and playing rules and regulations; and to perform such other tasks as may be assigned to it by the President, Executive Committee or the Board of Directors.
- B. **Disciplinary Committee**: The Disciplinary Committee will consist of one representative of each Participating Member to be appointed by each respective Participating Member association's President prior to October 15 of each year. An official should serve as a voting member on the Discipline Committee by participation in teleconference calls. Its Chairman will be the SDAHA Vice-President or designee. It shall be the duty of this Committee to consider supplementary discipline to the playing rules. When directed by the President or by a majority vote of the Board of Directors, it shall also be the duty of this committee to consider other discipline arising from action(s) either by a Participating or Non-Participating Member or within a Participating or Non-Participating Member. Any discipline or suspension procedure or action shall be conducted in a manner in accordance USA Hockey; Policies, or Bylaws, or Rules and Regulations, or Duties and Responsibilities as set for in the most recent USA Hockey Annual Guide.
- C. **Nominating Committee**: The President will, prior to October 15 of each year, appoint a Nominating Committee consisting of one member from each Participating Member for the purpose of nominating persons to serve as officers of SDAHA. Its Chairman will be appointed from its membership by the President. The Nominating Committee will meet at the call of its Chairman, at least one month prior to the annual meeting, to solicit and review candidates for the various offices. The Nominating Committee will report its nominations to the President in advance of the annual meeting. Nothing herein will prohibit nomination of a candidate for any position from the floor. Voting for new officers will take place as the last order of business at the annual meeting.
- D. **Finance Committee**: The finance committee shall consist of the treasurer and other individuals appointed by the President of SDAHA in consultation with the board of directors. The finance committee is chaired by the treasurer. The role and scope of the finance committee is help the treasurer supervise and monitor all financial aspects of SDAHA including all financial aspects of programs sponsored by SDAHA in accordance with bylaws and policy set by the board of directors (see bylaw 6.5.C). In accordance with bylaw 11.3 additional individuals authorized to transact business are the treasurer and president.



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- E. **Executive Committee:** The Executive Committee shall consist of the elected Officers set out in Article 6 of these by-laws. The Executive Committee is chaired by the President. The Executive Committee shall be empowered to act on behalf of the Board of Directors between meetings of the Board provided that (a) The Executive Committee shall not have the authority to amend, alter, or repeal the Bylaws or Rules and Regulations, but may recommend such changes to the Board of Directors for consideration and (b) The Executive Committee shall have the authority to amend, alter, or repeal Rules and Regulations only in the case of an emergency when a vote of the Board of Directors cannot reasonably be obtained, and in such event the action taken by The Executive Committee shall be placed on the agenda at the next meeting of the Board of Directors for ratification, amendment, or repeal.

ARTICLE 9 - INTERNATIONAL COMPETITION

9.1 Canadian Teams: Canadian Hockey Association (CHA) teams playing in South Dakota must have permission to do so. Likewise, SDAHA teams playing in Canada must follow similar procedures. Permission can be obtained from the USA Hockey Associate Registrar and USA Hockey Northern Plains District Registrar or his designee. Failure to obtain permission may subject the team to suspension.

9.2 Other International Teams: SDAHA teams, and teams from countries other than Canada, desiring to travel to and play international matches must receive approval as required by USA Hockey. SDAHA approval will be given if the requesting team is properly registered and the member whose team submits the request is in good standing.

ARTICLE 10 - CORPORATE BOOKS AND RECORDS; CORRESPONDENCE

10.1 Books of Account: SDAHA shall keep appropriate and complete books and accounts. Every Director shall have the right to examine, in person or by agent or attorney at any reasonable time or times for any proper purpose and at the place or places where such records are usually kept or at such other places that a Court of competent jurisdiction may order, the books of account and records of SDAHA, and to make extracts therefrom upon payment of actual copying costs.

10.2 Correspondence: Copies of all correspondence between individuals, leagues, or teams with officials of USA Hockey shall be sent to the President of SDAHA.

ARTICLE 11 - FINANCIAL POLICIES

11.1 Contracts: The Board of Directors, except as otherwise provided in these By-laws, may authorize any officer or officers, or agent or agents, of SDAHA to enter into any contract or execute and deliver any instrument in the name of and on behalf of SDAHA. Such authority may be general or confined to specific instances and, unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind SDAHA by any contract or engagement or to pledge its credit or render it liable pecuniary for any purpose or for any amount.

11.2 Loans: No loans shall be contracted on behalf of SDAHA and no negotiable papers shall be issued in its name unless specifically authorized by the Board of Directors. When so specifically authorized, any officer or agent of SDAHA may effect loans and advances at any time for SDAHA from any bank, trust company or other institution or from any firm, corporation or individual; and for such loans and advances may make, execute, and deliver promissory notes or other evidences of indebtedness constituting liabilities of SDAHA; and, when authorized as aforesaid as security for the payment of any and all loans, advances, indebtedness and liabilities of SDAHA, may, subject to the provisions of law and the Articles of Incorporation and these bylaws, mortgage, pledge, hypothecate, transfer any real or personal property at any time held by SDAHA, and to that end execute instruments of mortgage or pledge or otherwise transfer said property. Such authority may be general or confined to specific instances.

11.3 Checks, Drafts, etc.: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of SDAHA shall be signed or initiated by either the President or Treasurer of SDAHA, or by such other person or persons and in such manner as shall from time to time be designated by the Board of Directors.

11.4 Deposits: All financial assets funds of SDAHA shall be deposited from time to time for the credit of SDAHA under such conditions and in such banks, brokerage companies, trust companies or other depositories as the Board of Directors may designate or as may be designated by any officer or officers, agent or agents of SDAHA to whom such powers may from time to time be delegated by the Board of Directors. For the purpose of such deposit, any person or persons to whom such power is delegated may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of SDAHA. (Section 11.4 Updated 09/2021)

11.5 Investments: To the extent permitted by law and these bylaws, SDAHA may invest its funds in such investments, including real and personal property of every kind and description, as the Board of Directors shall, from time to time, authorize.

11.6 Financial Policies: Anything herein to the contrary notwithstanding, and except as authorized in Section 11.2, at no time shall any officer, Director, employee or agent of SDAHA spend any funds in excess of funds on deposit or in the possession of SDAHA. Furthermore, SDAHA shall not enter into any agreements or contracts binding SDAHA to pay a total sum of money for services or goods in excess of its cash funds. The only exception hereto shall be upon the written agreement of a substantial benefactor of SDAHA to underwrite or guarantee the payment or payments of any contract binding SDAHA. The SDAHA Budget will be submitted and voted on at the annual meeting for the following season. The SDAHA Treasurer can make disbursements of SDAHA funds as authorized in the approved budget and within the budget constraints. Any



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disbursement in excess of the amount authorized in the approved budget must be approved in advance by the Board of Directors.

11.7 Compensation: Directors and officers, as such, shall not receive any stated compensation for their services but shall be entitled to reimbursement for all reasonable expenses incurred by them in the performance of their duties. Nothing in this Section shall be construed to preclude a Director from serving SDAHA, or any member, in any other capacity and from receiving compensation therefor.

ARTICLE 12 - USA HOCKEY AGREEMENT

12.1 USA Hockey Preeminence: SDAHA, an Affiliate Association of USA Hockey, shall abide by and act in accord with the Articles of Incorporation, By-laws, Rules and Regulations, Annual Guide, Playing Rules and decisions of the Board of Directors of USA Hockey and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of SDAHA. Further, SDAHA

- (i) shall assist USA Hockey in the administration and enforcement of the provisions of the By-laws, Rules and Regulations, Annual Guide, Playing Rules and decisions of the Board of Directors of USA Hockey within and upon its members and/or within its jurisdiction; and
- (ii) agrees to be guided by the following core values of USA Hockey:
 - 1) **SPORTSMANSHIP** - Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. We will foster friendship with teammates and opponents alike.
 - 2) **RESPECT FOR THE INDIVIDUAL** - Treat all others as you expect to be treated.
 - 3) **INTEGRITY** - We seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.
 - 4) **PURSUIT OF EXCELLENCE AT THE INDIVIDUAL, TEAM AND ORGANIZATIONAL LEVELS** - Each member of the organization, whether player, volunteer, or a staff, should seek to perform each aspect of the game to the highest level of his/her ability.
 - 5) **ENJOYMENT** - It is important for the hockey experience to be fun, satisfying and rewarding for the participant.
 - 6) **LOYALTY** - We aspire to teach loyalty to the ideals and fellow members of the sport of hockey.
 - 7) **TEAMWORK** - We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the hockey experience.

USA Hockey acknowledges that SDAHA is and shall remain a separate entity with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in these by-laws and in its Affiliate Agreement with USA Hockey.

12.2 Indemnity:

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

Further SDAHA understands and acknowledges that USA Hockey and its afore described representatives have assumed such assignment, function, office or capacity upon the express understanding, agreement and condition that they be as indemnified and held harmless to the extent described in this by-law.

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

12.3 Financial Reports/Dues and Assessments: The President of SDAHA, or his/her designee, shall provide to the Executive Director of USA Hockey an annual financial report of SDAHA's operations.

ARTICLE 13 - MISCELLANEOUS

13.1 Publication of Articles and By-laws: SDAHA shall annually publish and distribute, to its members, copies of its Articles, Bylaws and other governing documents, and all amendments thereto. Copies shall also be available upon request and upon payment of actual copying costs.

ARTICLE 14 - BASIC POLICIES

The following are basic policies of SDAHA:

14.1 Non-Commercial Policy: SDAHA shall not be operated for profit, and its entire assets shall be devoted to the purposes for which it is organized as set forth in its Articles of Incorporation, as the same may, from time to time, be amended.

14.2 Non-Interest Policy: No member, Director or officer shall have any right to, or share or interest in, any of the assets of SDAHA.

14.3 Non-Liability Policy: No member, Director or officer shall be liable for any of the debts, liabilities or obligations of SDAHA in the absence of fraud or bad faith.

14.4 Indemnification Policy: SDAHA, in addition to other powers set forth by statute, its Articles of Incorporation or these by-laws, may:

- A. Indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of SDAHA, by reason of the fact that he/she is or was a director, officer, employee or agent of SDAHA, or is or was serving at the request of SDAHA as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action suit or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of SDAHA, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of SDAHA, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.
- B. Indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of SDAHA to procure a judgment in its favor by reason of the fact that he/she is or was a director, officer, employee or agent of SDAHA, or is or was serving at the request of SDAHA as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, actually and reasonably incurred by him/her in connection with the defense or settlement of such action or suit if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of SDAHA and except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in performance of his/her duty to SDAHA unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which the court deems proper.
- C. To the extent that a director, officer, employee or agent of SDAHA has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in A. and B. above, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by him/her in connection therewith.
- D. Any indemnification under A. and B. above, unless ordered by a court, shall be made by SDAHA only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he/she has met the applicable standard of conduct set forth in A. and B. above. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.
- E. Any expense incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by SDAHA in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of such director or officer to repay such amount unless it shall ultimately be determined that he/she is entitled to be indemnified by SDAHA as authorized by this Section 14.4. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.
- F. No indemnification provided by this Section 14.4 is exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation or By-Laws, or any agreement, vote of disinterested directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
- G. SDAHA may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of SDAHA, or is or was serving at the request of SDAHA as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not SDAHA would have the power to indemnify him/her against such liability under the provisions of this Section.
- H. For purposes of this Section 14.4, references to "SDAHA" includes, in addition to the resulting corporation, any constituent corporation, including any constituent of a constituent, which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or

agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section 14.4 with respect to the resulting or surviving corporation as he/she would have with respect to such constituent corporation if its separate existence had continued.

- I. For purposes of this Section 14.4, references to "other enterprises" include employee benefit plans; references to "fines" include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of SDAHA" include any service as a director, officer, employee or agent of SDAHA which impose duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries. Any person who acted in good faith and in a manner he/she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan is deemed to have acted in a manner "not opposed to the best interests of SDAHA" as referred to in this Section 14.4

14.5 Indemnification and Limitation of Liability: No director, trustee or officer serving without compensation other than reimbursement for actual expenses of SDAHA is liable, and no cause of action may be brought, for damages resulting from the exercise of judgment or discretion in connection with the duties or responsibilities of such director, trustee, or officer while acting in his official capacity as such director, trustee or officer, unless the act or omission involved willful or wanton misconduct.

14.6 Immunity of Volunteers:

- A. Any individual performing services for SDAHA without compensation, other than reimbursement for actual expenses incurred, including serving as a director, officer, trustee or direct service volunteer, shall be immune from civil liability in any action brought in any court on the basis of any act or omission resulting in damage or injury if
 - (i) the individual was acting in good faith and within the scope of his/her official functions and duties for SDAHA; and
 - (ii) the damage or injury was not caused by willful and wanton misconduct by such individual.
- B. The immunity provided for in this Section shall not extend to any person causing personal injury or wrongful death resulting from the negligent operation of a motor vehicle.
- C. To the extent that any volunteer of SDAHA, or SDAHA itself, participates in a risk sharing pool or purchases liability insurance and to the extent that coverage is afforded thereunder, the immunity provided by this Section is deemed to have been waived and may not be raised by way of affirmative defense; provided, however, this limitation does not apply to a volunteer serving as a director, officer or trustee.
- D. This Section 14.6 shall not be in limitation of, but in addition to, any other grants of immunity, non-liability or indemnification provided by statute, the Corporation's Articles or these By-Laws.

14.7 Insurance:

- A. SDAHA agrees, at all times throughout the term of its affiliation with USA Hockey to be covered by the general liability insurance policy maintained by USA Hockey. USA Hockey shall inform SDAHA of the limits of that policy and of any changes to those limits, which may be made by USA Hockey at its sole prerogative. SDAHA retains the right to obtain whatever additional insurance coverage it may desire, at its own expense, but agrees to name USA Hockey as an additional insured thereof. By purchasing and maintaining the afore-mentioned general liability insurance policy, USA Hockey does not assume, and indeed disclaims, any liability for any actions or omissions of SDAHA.
- B. SDAHA agrees to use reasonable efforts to purchase, acquire or provide, and maintain in full force and effect at all times, Director's and Officers' Liability Insurance, and (to the extent such insurance is not obtained through USA Hockey) name USA Hockey as an additional insured thereunder.

14.8 501 (c)(3) Status: SDAHA shall at all times during its affiliation with USA Hockey maintain its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, and shall cooperate with USA Hockey in the event that USA Hockey and SDAHA deem it advisable for SDAHA to be included in a group exemption letter

14.9 Equal Opportunity Policy: SDAHA has adopted all policies set forth by USA Hockey regarding Equal Opportunity as found in the most recent annual guide or any other publication from USA Hockey.

14.10 Sexual Abuse Policy: SDAHA has adopted all policies set forth by USA Hockey regarding Sexual Abuse as found in the most recent annual guide or any other publication from USA Hockey.

14.11 Physical Abuse Policy: SDAHA has adopted all policies set forth by USA Hockey regarding Physical Abuse as found in the most recent annual guide or any other publication from USA Hockey.

14.12 Screening Policy: SDAHA has adopted all policies set forth by USA Hockey regarding Screening or Background Checks as found in the most recent annual guide or any other publication from USA Hockey.

14.13 Substance Abuse Policy: SDAHA has adopted all policies set forth by USA Hockey regarding Substance Abuse as found in the most recent annual guide or any other publication from USA Hockey.

14.14 Adoption of Policies by Affiliates: All Participating and Non-participating Members of SDAHA shall adopt the policies set forth in Sections 14.9, 14.10, 14.11, 14.12, 14.13, 14.14, 14.15, and 14.16 as a condition of their affiliation with SDAHA.



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14.15 SDAHA Conflicts of Interest Policy - SDAHA has adopted all policies set forth by USA Hockey regarding Conflicts of Interest as found in the most recent annual guide or any other publication from USA Hockey.

14.16 SDAHA Whistleblower Policy - The South Dakota Amateur Hockey Association requires directors, officers, employees and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As volunteers and representatives of SDAHA, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

1. Reporting Responsibility: This whistleblower policy is intended to encourage and enable volunteers and others to raise serious concerns internally so that SDAHA can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers and volunteers to report concerns about violations of SDAHA" code of ethics or suspected violations of law or regulations that govern SDAHA" operations.
2. No Retaliation: It is contrary to the values of SDAHA for anyone to retaliate against any board member, officer or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of SDAHA. A volunteer who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including expulsion from SDAHA.
3. Reporting Procedure: SDAHA has an open door policy and suggests that volunteers share their questions, concerns, suggestions or complaints with their local organization. If you are not comfortable speaking with your local organization or are not satisfied with your local's response, you are encouraged to speak with a member of the Executive Committee of SDAHA. Local organizations are required to report complaints or concerns about suspected ethical and legal violations to SDAHA's SafeSport Director or other designated individual.
4. SafeSport Director: The SDAHA SafeSport Director or other designated individual is responsible for ensuring that all complaints about ethical or illegal conduct are investigated and resolved. The SafeSport Director or other designated individual will advise the Executive Board and/or Board of Directors of all complaints and their resolution.
5. Acting in Good Faith: Anyone filing a complaint concerning a violation or suspected violation 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.
6. Confidentiality: Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.
7. Handling of Reported Violations: The SDAHA SafeSport Director or other designated individual will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

ARTICLE 15 - CORPORATE SEAL

15.1 Style of Seal: The corporate seal shall be circular in form and shall have inscribed thereon the name "South Dakota Amateur Hockey Association", the State in which it is incorporated and the words "Corporate Seal".

ARTICLE 16 - FISCAL YEAR

16.1 Fiscal Reporting: For monetary reporting purposes, SDAHA shall operate on a fiscal year basis from September 1 to August 31 in each year.

ARTICLE 17 – NOTICE

17.1 Manner of Giving Notice: Unless otherwise specifically provided in these by-laws or by statute, if mailed, any notice required to be given under these by-laws shall be deemed to be delivered when deposited in the United States mail, first class, postage prepaid (unless provision is made for registered or certified mail in the Articles or elsewhere in these by-laws), addressed to the addressee at his/her address as it appears on the records of SDAHA. Any notice personally delivered or telegraphed shall be sufficient.

17.2 Waiver of Notice: Whenever any notice is required to be given to any person under the provisions of statute, the Articles of Incorporation or these by-laws, a waiver thereof in writing, signed the person or persons entitled to such notice, whether before or after the time stated therein for such meeting, shall be deemed equivalent to the giving of such notice. Such waiver shall be filed with the Secretary or entered upon the records of the meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends for the purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE 18 – AMENDMENTS

18.1 Amendment: These by-laws may be altered, amended or repealed and new by-laws may be adopted upon receiving the votes of two-thirds of the members of the Board of Directors present at any regular or special meeting of the Board of Directors.



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AMENDMENTS OF THE BYLAWS

The undersigned, being the Secretary of South Dakota Amateur Hockey Association, a South Dakota non-profit corporation, certifies that the foregoing are the Bylaws of that corporation as amended by the Board of Directors at a duly called and held meeting May 9th, 2020.

Dated September 16, 2023.

Randy Honkomp, SDAHA Secretary

Adopted: October 8, 1994, Amended: September 27, 1997, Amended: September 28, 2002, Amended: September 27, 2003, Amended: April 23, 2005, Amended: September 25, 2005, Amended April 2, 2007, Amended September 16, 2007, Amended April 30, 2011, Amended September 17, 2011, Amended April 21, 2012, Amended April 20, 2013, Amended April 29, 2019, Amended May 9, 2020, Amended September 11, 2021, Amended September 16, 2023