

**THIRD AMENDED BYLAWS
OF THE WHITE BEAR BASEBALL ASSOCIATION**



Policy

The White Bear Baseball Association (WBBA) seeks to provide young people between the ages of 6-19 residing in our school district area a comprehensive opportunity to play baseball at all levels of competition from pre-high school varsity baseball participation to baseball played purely for enjoyment and exercise. In performing these functions the Association will endeavor to provide each young person with equal access to quality equipment, playing fields, umpires, training and coaching without regard to the level of play at which the young person chooses to play or is selected to participate. An informed observer should not be able to determine with reference to playing field assignment, umpiring, equipment, and coaching the level of play they are observing.

Reference is made to our website, www.whitebearbaseball.com for information describing our policies and programs in more detail and our Mission Statement.

ARTICLE I.

OFFICES, CORPORATE SEAL

1.1. Registered and Other Offices. The registered office of the Association in Minnesota shall be that which is set forth in the Articles of Incorporation or in the most recent amendment to the Articles of Incorporation or statement of the Board of Directors filed with the Secretary of State of Minnesota changing the registered office in the manner prescribed by law. The Association may have such other offices, within or without the State of Minnesota, as the Board of Directors shall, from time to time, determine to be appropriate.

1.2. Corporate Seal. If so directed by the Board of Directors, the Association may use a corporate seal. The failure to use such seal, however, shall not affect the validity of any documents executed on behalf of the Association. The seal need only include the word "seal," but it may also include, at the discretion of the Board, such additional wording as is permitted by law,

ARTICLE II.

MEETING OF BOARD OF DIRECTORS AND MEMBERS

2.1 Time and Place of Regular Meetings. Regular meetings of the Board of Directors will be held bi-monthly from November through April, and scheduled as board business requires from May to October.

2.2 Special Meetings. Special meetings of the members of the Board of Directors may be called for any purpose or purposes at any time by the Association's President or four or more Board Members of the Board of Directors. The business transacted at a special meeting shall be limited to the purposes stated in the notice of the special meeting.

2.3 Annual Meeting. At least once each year, the Association shall hold an annual meeting, after at least thirty (30) days published notice, announcing the time, date, and place for the annual meeting, on www.whitebearbaseball.com. At the annual meeting, each officer, board member, and association members that have earned voting privilege as identified in 2.6 shall have one vote. At least half of all board positions shall be up for election each year at the annual meeting. A person or persons desiring to run for a board position at the annual meeting shall make their candidacy known, verbally or in writing, to the Association President at least fifteen (15) days before the date set by the Board for the annual meeting. Write-in candidates may not be elected to an officer position in a contested election at the annual meeting. A designated board member of the Association shall keep minutes of the annual meeting of the Association. All voting at the annual meeting shall, upon request of twenty percent (20%) or more of the members present, be done by secret ballot.

2.4 Minutes of Board Meetings. Written minutes of all meetings of the Board of Directors and the Executive Committee shall be kept by a designated board member and posted to www.whitebearbaseball.com

2.5 Quorum and Adjourned Meetings. Fifty-one percent (51%) of the Executive Committee, represented either in person or by proxy, shall constitute a quorum for the transaction of business at any regular or special meeting of the Association.

2.6 Voting At each meeting of the Board, each board member having the right to vote shall be entitled to vote in person or by proxy duly appointed by an instrument in writing signed by such board member. Each family unit whose family member attends at least four (4) consecutive Board meetings shall have the right to vote at all Board meetings thereafter until the next annual meeting of the Association. An Association member who earns the right to vote at board meetings by attendance at four (4) consecutive board meetings shall have the same access to Association records and information as a duly elected board member.

2.7 Order of Business The order of business at the regular meeting and, to the extent appropriate, at all other meetings of the board of directors or members of the Association shall, unless modified by the presiding officer, be:

- Call of the roll.
- Determination of the existence of a quorum.
- Reading and correction or acceptance of any unapproved minutes.

- Reports of officers and committees, Old business. New business. Adjournment.

2.8 Robert's Rules of Order. Except as otherwise provided by these bylaws, the most current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association.

ARTICLE III.

BOARD GOVERNANCE

3.1 General Powers. Except as authorized by these Bylaws, the property, affairs and business of the Association shall be managed by and shall be conducted at the direction of the Board of Directors.

3.2 Number, Term and Qualifications. The number of officers and Board Members shall be determined by the Association's members at each annual meeting; provided, that between annual meetings the authorized number of board members may be increased or decreased by the Board of Directors. Each board member shall be elected at an annual meeting and shall hold office until the second annual meeting of the Association next held after their election, or until their resignation or removal as provided in these bylaws. Officers and Board Members shall serve 2 year terms with at least half of the Officers and Directors standing for election at each annual meeting. No officer or board member shall hold the same position for more than one term consecutively without the written consent of 75% or more of the then sitting members of the Board of Directors.

3.3 Vacancies. Vacancies on the Board of Directors shall be filled by the remaining members of the Board, even if less than a quorum is present; provided, that newly created board memberships resulting from an increase in the authorized number of board members shall be filled by the affirmative vote of two-thirds (2/3) of the board members serving at the time of such increase. Persons so elected shall be board members until their successors are elected by the Association's members, who shall make such election at their next annual meeting or at any special meeting duly called for that purpose. All officers and board members appointed to complete the term of a departed officer or board member shall stand for election at the next annual meeting of the Association.

3.4 Removal. All Officers and board members may be removed at any time, with or without cause, if (a) the board member was named by the Board of Directors to fill a vacancy, (b) the Association's members have not elected the board member in the interval between the time of the appointment to fill a vacancy and the time of the removal, and (c) a two-thirds majority of the remaining board members present affirmatively vote to remove the officer. An officer or board member may appeal their removal to the full membership of the Association at the annual meeting of the

Association or a special meeting called for that purpose.

3.5 Compensation. Officers shall receive such compensation, not to exceed one free player registration fee, as shall be determined from time to time by resolution of the Board of Directors. Officers shall be reimbursed for all travel and other expenses that they incur as officers, provided a receipt and explanation for the expense is submitted to the Board and the expense is approved by a vote of a simple majority of the Board of Directors. All expenses in excess of \$250.00 shall be subject to prior approval of the Board of Directors.

3.6 Standing Committees. As described in Article V, the Board of Directors shall, by a majority vote, establish and appoint members to an Executive Committee to make decisions for the board of directors between meetings of the board of directors.

3.7 Presumption of Assent. An officer or board member of the Association who is present at a meeting of the Board of Directors or a committee thereof at which action on any Association matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting or unless they shall file their written dissent to such action with the Secretary of the meeting before the adjournment thereof or unless such dissent is sent by registered mail to the President of the Association within five (5) days after the adjournment of the meeting. Such right to dissent shall not apply to an officer or board member who voted in favor of such action.

3.8 Absent Officers. An officer or board member may give advance written notice of their position on a proposal to be acted on at a board meeting. If the officer or board member is not present at the meeting, written consent or opposition to a proposal does not constitute presence for purposes of determining the existence of a quorum, but written consent or opposition shall be counted as a vote in favor of or against the proposal and shall be entered in the minutes or other record of action at the meeting, provided the proposal acted on at the meeting is substantially the same or has substantially the same effect as the proposal to which the board member has consented or objected.

3.9 Act of the Board. The Board of Directors shall take action by the affirmative vote of a majority of members present at a duly held meeting, except where the affirmative vote of a larger proportion or number of board membership required by the Association's Articles of Incorporation, Bylaws or by law. If the Association's Articles of Incorporation require a larger proportion or number than is required by law for a particular action, the Association's Articles of Incorporation shall control.

3.10 Action Without Meeting. An action required or permitted to be taken at a meeting of the Board of Directors may be taken by written action and/or email signed or consented to by a majority of the officers present. The written or e mail action is effective when signed or transmitted by the required number of board members, unless

a different effective time is provided in the written or e mail action. When written or e mail action is permitted to be taken by less than all board members, all board members shall be notified immediately of the actions taken and effective date. Failure to provide this notice does not invalidate the written or e mail action. An officer or board member who does not sign or consent to the written or e mail action has no liability for the action or actions taken thereby.

ARTICLE IV.

OFFICERS

4.1 Election Term of Office and Qualifications. The members of the Association shall elect the Board of Directors as identified in the WBBA Policies published on www.whitebearbaseball.com, and any other officers created from time to time by the Board of Directors, and such officers shall hold office until their successors are elected or appointed; provided, however, any Board member appointed between meetings may be removed, with or without cause, by the affirmative vote of a two-thirds majority of the

Board of Directors. All officers shall stand for election by the members at least once every two (2) years, and at least half of all the officers must stand for election at each annual meeting. Any person may hold a position with the Association, regardless of residence, presence of a family member on an Association sponsored team, or prior experience. No person without the unanimous consent of the Board of Directors may hold more than one Officer or Board position at the same time.

4.2 Resignations. Any officer or Board member may resign at any time by giving written notice to the Board of Directors or to the President. The resignation shall take effect at the time specified in the notice and, unless otherwise specified therein, acceptance of the resignation shall not be necessary to make it effective.

4.4 Vacancies in Offices. A vacancy in any position in the Association by reason of death, resignation, removal or otherwise, shall be filled by the Board of Directors for the unexpired term of such office by a majority vote of the directors or at the annual meeting of the Association.

4.5 Delegation of Authority. An officer or Board member elected or appointed by the Board of Directors may delegate some or all of the duties and powers of an office to other persons, provided that such delegation is approved by the Board of Directors and that person passes a background check performed by the Association, A Board member who delegates the duties or powers of an office remains subject to the standard of conduct for a Board member with respect to the discharge of all duties and powers so delegated.

ARTICLE V.

COMMITTEES OF THE BOARD

As provided by Article 3.6, the Board may establish committees to handle functions of the Board of Directors. These committees will include but are not limited to:

- Traveling Coach Selection Committee
- Parent / Player Grievance Committee

All Committees of the Board, and the Board itself shall, in all cases endeavor to hear and decide disputes in a time frame that will protect the rights of an aggrieved coach, player, or Association member, if they prevail in a dispute.

ARTICLE VI.

INDEMNIFICATION OF OFFICERS

6.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved, as a nonparty witness or otherwise, in any action, suit or proceeding, whether civil, criminal, administrative or investigative, including a proceeding by or in the right of the Association (hereinafter a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an officer of the Association or, while an officer of the Association, is or was serving at the request of the Association as an officer, employee or agent of another Association or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as an officer, employee or agent or in any other capacity while serving as an officer, employee or agent, shall be indemnified and held harmless by the Association to the fullest extent authorized by the Minnesota Non-Profit Corporation Act, as the same exists or may hereafter be amended as in the case of any such amendment, only to the extent that such amendment permits the Association to provide broader indemnification rights than such law permitted the Association to provide prior to such amendment), by common law or by administrative or judicial interpretation, against all expense, liability and loss (including attorneys' fees, expert witness fees, bonds, prospective or retroactive insurance premiums or costs, out of pocket expenses related to a proceeding. judgments, fines, including, without limitation, excise taxes or penalties assessed against such person with respect to any employee benefit plan or amounts paid or to be paid in settlement, including any interest payable thereon) reasonably incurred or suffered by such person in connection therewith. Such indemnification shall continue as to a person who has ceased to be an officer and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Article 6.2, the Association shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Association. The right to indemnification conferred in this Article 6.1 shall be a contract right and shall include the right to be paid

by the Association the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that payment of such expenses in advance of the final disposition of a proceeding shall be made only upon (i) delivery to the Association of a written affirmation, by the person seeking such payment in advance, of a good faith belief that the criteria for indemnification set forth in the Minnesota Non-Profit Corporation Act have been satisfied, (ii) a determination that the facts then known to those making the determination would not preclude indemnification under the Minnesota Non-Profit Corporation Act or these Bylaws, and (iii) delivery to the Association of an undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Article 6.1 or otherwise. Such written undertaking to repay shall be a general obligation of the person making it, shall not and shall be accepted without reference to financial ability to make the repayment. The Association may, by action of its Board of Directors, provide indemnification to other classes of employees and agents of the Association with the same scope and effect as the foregoing indemnification of officers.

6.2 Right of Claimant to Bring Suit. If a claim under Article 6.1 of this Article is not paid in full by the Association within sixty (60) days after a written claim has been received by the Association, the claimant may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim and, whether or not the claimant is successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Association) that the claimant has not met the standards of conduct which make it permissible under the Minnesota Non-Profit Corporation Act for the Association to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including its Board of Directors, a Committee of the Board of Directors, or special legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because claimant met the applicable standard of conduct set forth in the Minnesota Non-Profit Corporation Act, nor an act or determination by the Association (including its Board of Directors, a Committee of the Board of Directors, or special legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

6.3 Nonexclusivity of Rights. The right to indemnification and payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Bylaw shall not be exclusive of any other right which any person may

have or hereafter acquire under any statute, common law or administrative or judicial interpretation, provision of the Articles of Incorporation, provision of the Bylaws, agreement, or action by disinterested directors or otherwise.

6.4 Insurance. The Association may maintain insurance, at its expense, to protect itself and any officer, employee, or agent of the Association or another Association, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the Minnesota Non-Profit Corporation Act.

6.5 Indemnification Agreements. The Association may enter into Agreements with its officers further providing the terms and conditions of their indemnification.

6.6 Amendments Limited. Any amendment to this Article VI shall only apply prospectively and shall in no way affect the Association's obligations to indemnify and make advances pursuant to the Minnesota Non-Profit Corporation Act, and this Article VI and any contract of the Association for actions or events which occurred before such amendment. .

ARTICLE VII.

CONTRACTS, LOANS, CHECKS AND DEPOSITS

7.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authorization may be general or confined to specific instances. All agreements shall be in writing.

7.2 Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

7.3 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 the Association, shall be signed by the Treasurer or such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by or under the authority of a resolution of the Board of Directors.

7.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories designated by resolution of the Board of Directors.

ARTICLE VIII.

WAIVER OF NOTICE

8.1 Waiver of Notice. Whenever any notice whatsoever is required to be given

by these Bylaws, the Association's Articles of Incorporation or any laws of the State of Minnesota, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before, at or after the time stated therein, shall be deemed equivalent to the actual required notice.

ARTICLE IX.

GENERAL PROVISIONS

9.1 Non-Profit Organization. White Bear Baseball Association shall register as an IRS Exempt Organization under section 501(C)(3).

9.2 Fiscal Year. The fiscal year of the Association shall be established by the Board of Directors; however, if the Board of Directors fails to establish a fiscal year, then the fiscal year shall end December 31st of each year.

9.3 Audit of Books and Accounts. The financial records of the Association shall be audited or otherwise reviewed at such times as may be ordered by the Board of Directors. All members of the Board of Directors shall have the right at any time to review all Association records and correspondence.

9.4 Issuance of Correspondence. No correspondence shall be sent in the name of the Association without the approval of the Board of Directors. In the case of time critical correspondence emergency approval of such correspondence may be made by the Executive Committee

9.5 Annual Budget. The Association shall establish and operate pursuant to an annual budget containing such detail as the Board of Directors by majority vote directs and shall be submitted in writing and published on the Association's website.

9.6 Background Checks. All head coaches, Officers, Board Members and other persons having direct, individual contact with the Association's youth baseball players shall complete background checks and health and safety training as required by local, state, and federal laws and regulations of any governing bodies. The Board shall require background checks as frequently as required by law and can determine which offenses shall disqualify a person from having direct, individual contact with youth baseball players, and such other matters as the Board of Directors deems appropriate.

9.7 Player Eligibility: Transfer Limitations. All players who reside within the White Bear Lake School District and are not subject to the suspension provisions of our Articles of Incorporation, or Bylaws are eligible to play baseball for the Association. If the Association does not offer a program at an age level, players from that age level may receive a transfer letter from the Secretary of the White Bear Baseball Association allowing them to play for a neighboring community. If a player resides in the White Bear Lake School District, whose boundaries are identical to the White Bear Baseball Association's boundaries program area, and our Association offers a program at that age level, the White Bear Baseball Association can deny transfer requests from players

in our area, who desire to play baseball in a different community. It is the Board's policy to assist the school district encompassed by our Association boundaries in its efforts to create and train competitive school baseball teams for grades 9-12 of the White Bear School District: Accordingly, it is the policy of our Association that players who reside in our community should play baseball for our community whenever it is practical to do so: Players aggrieved by this policy may appeal to the Board of Directors by written letter stating the reasons for their desire to play on a baseball team outside our Association's area of service.

9.8 Dissolution Upon dissolution of the Association all remaining funds and assets will be used exclusively for non-profit purposes and or organizations as directed by the Board of Directors.

ARTICLE X

10.1 Discrimination Participation in the White Bear Baseball Association (WBBA) is open to all boys and girls between the ages of 6 and 19 regardless of race, color, creed, physical or mental disability (except those that cannot be reasonably accommodated), political or religious affiliation, sexual orientation, national origin, or status with regard to public assistance.

ARTICLE XI.

AMENDMENT OF BYLAWS

11.1 Amendments. These Bylaws may be altered, amended; added to or repealed by the affirmative vote of a two-thirds majority of the members of the Board of Directors between annual meetings and at the annual meeting of the Association, duly called, by a simple majority of all members present at the annual meeting, provided at least twenty five members of the Association are present at the annual meeting and vote in favor of the proposed Bylaw. amendment(s).

The undersigned hereby certifies that these amended Bylaws were duly adopted by the Board of Directors of the Association on this date:

WHITE BEAR BASEBALL ASSOCIATION