

Board Member Agreement for the National Field Archery Association

As a member of the National Field Archery Association (NFAA) Board of Directors (BOD), I understand that I have a legal and ethical responsibility to ensure the NFAA does the best work possible in pursuit of organizational goals. I believe in the purpose and the mission of the organization, as outlined in *Article II of the NFAA Constitution*, and I will act responsibly and prudently as its steward. I understand and agree to abide by the terms and conditions as set forth in this Board Member Agreement for the duration of my service.

Section I: BOD Composition, Election & Term of Service

NFAA Constitution, Article VI, Para A & D

1. The Board of Directors shall consist of one representative from each chartered and recognized state or foreign association. He/she shall be certified as a member in good standing in the NFAA and shall be fully empowered to act for the Association on all issues presented before the NFAA Board of Directors. A quorum of the Board of Directors shall be the delegates present at the biannual meeting or responding to a mail vote. (Mail ballots not returned will not be counted.)
2. The election of a Board of Director member of a state association shall be conducted by the state association in accordance with the provisions of their constitution.
3. The term of office shall be for a period of two years. No person may serve on the NFAA Board of Directors while serving as President, Vice-President or NFAA Councilman.
4. The Board members shall take office at the time they are elected or appointed by their Association.

Section II: BOD Acts of Service

NFAA Constitution, Article VI, Para E

1. Consider and vote upon all proposed changes to the NFAA Constitution and By-laws, rules and regulations.
2. Rule on all protests within their states on equipment and rule violations. All Directors' decisions will be forwarded to the R.I.C., either to uphold or disallow.
3. Conduct deliberations in accordance with Roberts Rules of Order, whether in bi-annual session or session by mail.
4. Review, amend as required, and adopt an annual operating budget to be developed by the President, Vice-President and Executive Secretary in even years, and by their sectional councilman in odd years.
5. Elect a slate of officers in accordance with the provisions of the NFAA Constitution.
6. Elect sectional members of the NFAA Council in accordance with the provisions of the NFAA Constitution.
7. Establish the annual membership dues of the Association.
8. Establish policy and procedures to be followed in dealing with other archery organizations, both national and international, and with other agencies affecting the

NFAA. Shall fill any vacancy in any elective office of the NFAA which shall be for the unexpired term of the office.

9. The Board of Directors may be recalled to mail session by a two-thirds majority vote of the NFAA Council or by petition from twenty-five members of the Board of Directors.

Section III: BOD Active Participation & Outreach Expectations

To successfully fulfill their service commitments, Board Members are expected to actively engage through outreach activities or general communication with NFAA Headquarters, other Board Members, and members of their state association. As a Board Member, you agree to perform the following:

1. Stay informed regarding developments within the NFAA and in fields relevant to the NFAA. Ask questions and request information as needed from the respective Councilman and/or NFAA Headquarters staff members.
2. Participate in the active assessment of one's personal ability to fulfill and execute the commitments as outlined in Section II of this Agreement.
3. Monitor email communication daily for correspondence from NFAA Officers and/or NFAA Headquarters staff members.
4. Timely review memberships for NFAA clubs and shops awaiting state approval or denial on Sport:80.
5. Provide timely assistance to members requesting clarification on NFAA rules, including those involving equipment and/or NFAA rounds. Refer members to specific resources when applicable.
6. Perform timely range inspections for NFAA clubs and shops seeking range certification or delegate a trusted NFAA member to inspect ranges in designated geographical areas to mitigate scheduling conflicts and long-distance driving.
7. Attend the bi-annual Board of Directors meeting either in person or via conference call. Prepare for these meetings by submitting agenda items based on requests from state members, and provide feedback on submitted items within the established deadlines after reviewing distributed materials. In the event a meeting cannot be attended either in person or via conference call, provide a trusted delegate to serve at the meeting. The delegate must be a resident and NFAA member of the state association being represented.
8. Personally demonstrate the NFAA's work and values at the community level, represent the NFAA in accordance with the Code of Conduct, and act as a trusted spokesperson for the NFAA.
9. Relay member needs and values to the NFAA, advocate on behalf of member interests, and hold the NFAA accountable to pursuing member interests when possible.

Section IV: BOD Pay and Expenses

(NFAA Constitution, Article VI, Para F)

1. Members of the Board of Directors shall serve without salary or emolument except that expenses for the bi-annual Board of Directors meeting for travel, lodgings, and meals are authorized.

2. Members of the NFAA BOD shall be exempt from paying the pre-registration portion of fees at NFAA National and Sectional tournaments.

Section V: Code of Conduct

The purpose of the NFAA BOD Code of Conduct is to establish ethical behavioral standards and expectations. As a member of the NFAA BOD, the Board Member agrees to uphold the following standards:

1. To act in the best interests of, and fulfill my obligations to the NFAA and its members.
2. To act honestly, fairly, ethically, and with integrity.
3. To conduct myself in a professional, courteous, and respectful manner.
4. To comply with all applicable laws, rules, and regulations.
5. To act responsibly in good faith with competence and diligence, and without allowing independent judgments to be subordinated.
6. To act in a manner to enhance and maintain the reputation of the NFAA.
7. To disclose potential personal conflicts of interest regarding any matters that may come before the BOD, and abstain from discussion and voting on any matter in which a conflict of interest may be present.
8. To be a good steward of information that may be appropriate to ensure proper conduct and sound operation of the governance and management of the NFAA.
9. To respect the confidentiality of information relating to the affairs of the NFAA acquired in the course of service.
10. To not use information acquired in the course of service for personal advantage.
11. To not violate any federal, state or local laws governing the NFAA, and to understand and adhere with all governing documents applicable to the NFAA.

Section VI: Conflict of Interest Policy

The NFAA upholds a policy that all staff, volunteers, and board members scrupulously avoid conflicts of interest between the interests of the NFAA on one hand, and personal, professional, and business interests on the other. This includes the avoidance of potential and actual conflicts of interest, as well as perceptions of conflicts of interest.

1. I understand that the purposes of this policy are to protect the integrity of the NFAA's decision-making process, to enable constituencies to have confidence in organizational integrity, and to protect the integrity and reputations of volunteers, staff, and board members. Upon or before election or appointment, I agree to submit a full, written disclosure of interests, relationships, and holdings that could potentially result in a conflict of interest. This written disclosure will be kept on file and I agree to update it when appropriate.
2. In the course of BOD meetings or activities, I agree to disclose any interests in a transaction or decision where myself, my business or other nonprofit affiliations, my family, my employer, or close associates will receive a benefit or gain. After disclosure, I understand that I will be asked to leave the room for the discussion and will not be permitted to vote on the issue.

3. I understand that this policy is meant to supplement good judgment, and I will respect its spirit as well as its wording.

Section VII: Termination & Removal

NFAA Constitution, Article III, Section A, Para 11

Any individual member of the NFAA may be removed from NFAA office or barred or suspended from NFAA membership for cause by majority vote of the NFAA Board of Directors when in session or by majority of the NFAA Council when the Board of Directors are not in session. Any member so removed, barred or suspended shall have full opportunity to present his/her defense to the charges. When provisions of the NFAA Constitution and/or By-laws provide for removal or suspension as concerns specific individuals or offices this paragraph shall be superseded in areas of conflict.

In the event a Board Member is unable or unwilling to perform the duties associated with the position or if any of the standards herein mentioned are violated either through negligence or recklessness, the Board Member understands the NFAA may pursue official removal. The Board Member agrees to execute voluntary removal by notifying the NFAA Executive Director in writing as soon as it becomes known the standards herein mentioned cannot be met. In any circumstance, the Board Member agrees to assist the affiliate state association through the instatement of a replacement representative, and inform the replacement of any outstanding responsibilities or proceedings that may be necessary to enable a successful transition.

Section VIII: Signatures & Execution

Members of the NFAA BOD agree to review and sign this Board of Director Agreement upon taking office and/or at the time of submission of the State Compliance Affidavit each year.

NFAA Executive Secretary

Printed: _____

Signed: _____

Date: _____

NFAA Board Member

Printed: _____

Signed: _____

Date: _____