

Minutes

AVA Board of Directors (BOD) Electronic Board Meeting (EBM) August 18, 2020

1. Meeting was called to order at 10:01 a.m. EDT by President David Bonewitz.
2. All were present. Representing the National Office (NO) were Henry Rosales, Executive Director (ED) and CEO; Erin Grosso, Finance Manager; Marian DeVaul, Accounting Specialist; Hector Hernandez, Information Technology Specialist; and Emily Chetwood, Intern. Also participating were DRDs from Atlantic, North Central, Northeast, Northwest, and Southwest Regions; and guest Ben McDonald from Beer Otaku. A quorum was declared.
3. Minutes of the July 10-11, 2020, extended Board meeting were approved.
4. Agenda. David added three additional topics: Work Product Agreement, comments on language having consequences, and e-mail scams. Mike Green (IT Committee) requested to add topics on Starting Point entry format and operational software issues. Approved.
5. Executive Session (ES) procedures
If the Board is called into ES, only Board members participate. Others online must drop off or be removed from the meeting, including others who are in the room with a Board member.
6. Language has consequences
Posting about AVA in public spaces should be done professionally. David received a complaint about a post by a club that had the perception of insulting certain people and in a way that favored a particular political candidate. On AVA sites, whether the website or social media, we have a responsibility to do no damage to the Corporation. Bob Buzolich (MA RD) urged RDs to stress to clubs that language should be neutral. On the website, RDs can edit language in sanctions, and the Vice President stated RDs should take responsibility to ensure their clubs, also non-profits, remain nonpolitical. When insulting or questionable language appears on AVA social media sites, it is taken down. John McClellan (SE RD) asked for a statement so everyone is speaking with one voice. In conclusion, Henry noted that other than on Facebook, cases are isolated and should be addressed by RDs on a case-by-case basis.
7. President's Question to Board: Where do you stand?
David sent an e-mail to Board members with this question (full text at Attachment 1). The gist is that if the Board wants to keep the status quo rather than commit to growth, we need to develop an exit strategy rather than a survival policy. Henry echoed the concern, because as CEO, his job is to help the organization move in the desired direction, whether that direction results in growth or exit. David reminded the Board we have a strategic plan; we just need to keep pressing toward the goal. Sammy Hunnicut (SW RD) recommended putting the message in the next Checkpoint.
8. CEO Report (Henry Rosales)
Slides are at Attachment 2. Specific comments:
 - a. Slide 4 discusses cost-cutting measures taken by the NO. Given cuts to staff hours, requests for tasks requiring staff action must be carefully prioritized.

b. Slide 6, Diversification of Revenue, compares 2013 with 2017-2019. The year 2013 was chosen as a starting point because it was a Convention year, but it was also before the Big Give and before virtual programs started. Changes in bars reflect increased efficiencies and cost control. The final bars are gross revenue, but Erin reiterated the NO is working hard to control costs. In summary, Henry said clubs need to keep doing what they do best. Many items on the slide didn't exist before the strategic plan. Merchandise sales are up, and it's profit, selling shirts, books and masks, not just replacement stamp handles. Sponsorship is up and building. Grants didn't exist in 2013 before the strategic plan. The top three revenue streams are Convention, Big Give, and event fees. John McClellan (SE RD) asked for an executive session on the CEO report in the near future, specifically on financial issues.

c. Slide 7, Insurance. Items 3 and 4 are new and important. Insurance covers AVA and/or club members. If walkers do NOT pay a fee and walk regularly with AVA, they are not covered. If someone gets hurt and sues, the club is not covered. Henry suggests making non-paying walkers temporary club members as a workaround. Bob Buzolich (MA RD) and Mike Green (AT RD) said clubs have been operating under the impression that signing the waiver was sufficient for coverage. Mike asked if there was discussion with the insurer about the walk date vs. the pay date, which is an issue with the OSB. Henry said he would take that question back to the insurer. Another question was whether a donation could be counted as a fee. Henry answered no. The only fix is to pay more for insurance if we want to cover everyone.

d. Slide 8: Other Updates

(1) Emily Chetwood did a study with outsiders of different ages on ease of use for the OSB. Comments: With respect to the website, contrasting colors were distracting and made it hard to navigate. On registration, attempts to register were stymied by lack of money in the account, but there were no easy directions on how to get money into the account. Pop-up instructions became distracting and were ignored by the end. Walkers want the opportunity to share that they registered, say, on social media. The conclusion was a suggestion to have a page design that appeals to older users but with modern graphic design that appeals to younger users.

(2) Relocation. AVA was not able to end the lease early. Henry has been considering several scenarios: downtown, an east or westside area, or a small nearby town such as New Braunfels. Downtown, there is the King William District, which has a lot of foot traffic, but they want to lease their space sooner than we can end our lease. The population there is more aligned with AVA's current one, older people with disposable income. One location on the west side is a community center with programs for seniors, youth, etc. The director is a former volksmarcher. He will also look at New Braunfels, though that location would take AVA out of the heart of walkers. Bob Buzolich (MA RD) suggested the AVA NO consider Warsaw, Indiana, as a possible non-Texas option that has access to potential corporate sponsors.

(3) Business model. Henry is looking at a study that can be kicked off within the next six months

(4) 2021 Convention Changes. The President's Reception will be used to hand off the office to the next President. Jerry Wilson added that invitation to the President's Reception should be limited to members as an incentive to become a member.

9. Bylaws Update Status

The Governance Committee (GC) made final revisions, and Board members have received those. Significant changes are as follows:

a. Nominations from the floor. The GC recommends no longer allowing nominations from the floor to allow nominees to be vetted. Should there be no nominee for an office, we can then suspend the rules and take nominations from the floor.

b. Titles of offices. Texas law requires two Corporate officers: a CEO and a Secretary. The Board also has officers: Board Chair, Board Vice Chair, Board Secretary, and Finance Committee Chair, all elected by membership. The titles change, but the roles remain the same.

c. Amendment of Bylaws. The GC recommended we take the action modern non-profits do and allow the Board to make changes. This action will allow flexibility and keeping up with changes in nonprofit law. There are checks and balances to ensure clubs are not disenfranchised when it comes to bylaws changes. There is the requirement for any bylaws change to go out and have 60 days to comment, for example. Still, this is the main recommendation that may meet with pushback.

Discussion

President: Our current bylaws require us to bring changes to delegates with 60 days' notice prior to a regular or special meeting. David asked for concurrence to call a special meeting. For now, there are two motions to consider. First is approval of the Certificate of Formation, and the second is approval of amended bylaws.

Mike Green (AT RD): Verbiage on the ED needs to be somewhere. Response: The ED becomes the CEO, the Corporate president. Members elect the Board President. The Board elects the CEO. We need to ensure this is explained well to the membership.

Bob Buzolich (MA RD): Are the Board Secretary and the Corporate Secretary the same person? David answered they can be. Also, the Board Secretary in the role of Corporate Secretary would not be responsible for maintaining Corporate records. That task would be delegated to the NO staff. Bob suggested section 5.08 would pose a conflict because the Corporate Secretary takes direction from the CEO, and the CEO, a non-voting member, could direct the vote of the Board Secretary. David answered that the attorney said legally the CEO could not direct the vote of the Board Secretary.

Mike Green requested a table showing differences between current and proposed language for the Board vs. Corporate officers. David agreed and said he would put together a package to explain changes in officers and especially the three most significant changes, noting that the changes allow for representative government at its best. Nancy Wittenberg (VP) added that the package going out should also note that some language has been removed from the bylaws

because it is more appropriate for policy. David concluded discussion with the need to stress that changes bring the bylaws into agreement with Texas law and/or best practices.

The membership will be approving two motions, approval of the Certificate of Formation and approval of the amended bylaws. The second must follow requirements of Article XIII of the current bylaws, requiring the 60 days' notice. The GC proposed an approach to secure approval of amended bylaws and the Certificate of Formation (full text at Attachment 3). In summary, rather than ask for approval of the amended bylaws now, the bylaws document will go to clubs with one month to respond to their RDs with comments. At the September 15 Board meeting, RDs will bring back any changes. If there are changes, they may need to be vetted by the attorney. If the attorney is good with changes, the Board recommends approval to the membership and calls for a special meeting for an up or down vote. Following the September 15 meeting, clubs receive the final version of the bylaws and announcement of the special meeting. Given the 60-day requirement, the earliest date for a vote would be November 14, prior to the November 17 Board meeting.

At this point the Governance Committee brought to the Board a **motion titled Restated and Amended Certificate of Formation of the American Volkssport Association** (full text at Attachment 4). A Yes vote approves replacing the current Articles of Incorporation with the Restated and Amended Certificate of Formation and recommends to the membership that the change be approved.

Motion Passed 13 Yes / 0 No in a roll call vote.

The second motion the GC brought to the floor was a **motion to approve the process for obtaining approval of the Restated and Amended Bylaw of the American Volkssport Association as presented by the Governance Committee**. The aforementioned process is at Attachment 3. Full text of the motion is at Attachment 5. Yes vote approves the process described for obtaining approval of the amended bylaws by the membership.

Motion Passed 13 Yes / 0 No in a roll call vote.

10. Decision on Donation Issue with regard to AVAPay

a. President David Bonewitz summarized the issue from the previous meeting. Based on previous discussion, continuing forward with the donation option would require a service fee due to increased workload in the NO, which would be passed on to those making donations (i.e., donors would pay the service fee).

b. Discussion

(1) National Office Logistics. Marian DeVaul (NO) said receipt of online donations for clubs would require extra work for handling of invoices, manipulation of information, creation of a new line item for tracking, and reconciliation with auditors. Mike Green (IT) offered the process could be automated so as to require no manual intervention. Erin Grosso (NO) countered that the process still required tracking for reconciliation with auditors, and donations would still constitute a pass-through to another nonprofit.

(2) Legalities. Erin Grosso expressed concern that AVA could run afoul of fundraising rules in other states. If AVA must register in each state, we increase the audit effort with individual state reporting rules. We also have to pay registration fees each year and perform the audits. AVA went through this with Utah. At this point, there are few donations coming in, but momentum is building.

(3) Impact on donors. Mike Green said if there is a processing fee, it needs to be transparent to donors that part of their donation will go to a processing fee.

(4) Benefit to participants. Allowing participants to pay at traditional events or YREs using AVAPay on their phones makes payment contact-free and is the way younger participants want to pay. Whether they make donations is up to them.

(5) **Motion.** Vice President: I move that we have AVAPay with donations.
Second: MA RD

Discussion:

Tom Baltes (NW RD) asked if we could make the participation fee a range rather than have part called a donation. Several expressed support for the idea.

Amendment to motion. AT RD: I move to amend the motion to replace "with donation" with "with option to make non-IVV participation payments of an arbitrary amount."

Main motion: Approve AVAPay with the donation option.

Motion to amend: Remove "with the donation option" and replace with "with an option to make non-IVV participation payments of an arbitrary amount."

Second: MA

Discussion: None

Vote on motion to amend:

A yes vote approves the amendment to the main motion.

Passed on roll call vote 13 Y / 0 N

Vote on motion as amended: Approve AVAPay with an option to make non-IVV participation payments of an arbitrary amount.

Passed on voice vote with none opposed.

Motion carried.

11. Butch Spaulding (NC RD) announced that Crazy Horse would proceed as planned September 26-27, 2020.

12. Meeting recessed at 12:31 pm EDT, August 18, 2020.

13. Meeting resumed at 10:00 am EDT, August 19, 2020.

14. All present except for SW RD, who was represented by the SW DRD.

15. Work Product Agreement (Attachment 6).

a. Frank Sommerville, the AVA's attorney, recommends committee chairs and members sign the agreement to protect intellectual property (IP) of AVA. Board members have signed the agreement, but it has not been extended to committee members in the past. Specifically, Mr. Sommerville said the following:

"The agreement is highly recommended because the work-for-hire doctrine does not always apply to volunteers. As a result, disputes over intellectual property created by volunteers frequently arise without such an agreement. We also frequently see volunteers reluctant to sign such agreements. They believe that they own their creations because they have been told that the work-for-hire doctrine does not apply to volunteers. Sometimes volunteers later demand licensing fees from the nonprofit because they believe that they own it. I am not aware of any law requiring such an agreement. This agreement represents the best practice for protecting the intellectual property created by volunteers and avoiding expensive litigation. I suggest that not using the agreement might breach the fiduciary duty of the board by not adequately protecting the Association's assets (intellectual property)."

b. Discussion.

(1) Mike Green (IT Committee) says members of the IT Committee do not want to sign the agreement. Chris Zegelin copyrights his code and licenses it to AVA. The specific statement Chris uses is this:

"Source code - copyright 2019 Chris Zegelin, all rights reserved

"This code is licensed to the American Volkssport Association (AVA), a non-profit organization, under the following terms: This code may not be sold, given away, or otherwise passed to a third party without the express written permission of the copyright holder. The code may be modified or updated as required, by any party, but doing so does not remove any distribution restrictions or rights of the copyright owner. Finally, this header or text block may not be removed or modified by anyone other than the copyright owner and it must also remain as the first text block in this file."

(2) John McClellan (SE RD) expects loss of committee members if presented with this agreement. Board members, being elected officials, expect to have an agreement such as this to sign, but committee volunteers do not expect to sign. It could make it harder to recruit committee members in the future.

(3) Henry (CEO) said the worry seems to be lawsuits, but it's really more about our assets, which are proprietary to the organization. What happens if, for example, a volunteer becomes disgruntled and leaves the organization, taking all rights to anything the volunteer generated from the AVA. The efforts should be IP of AVA.

(4) Nancy Wittenberg (VP) expressed concern that there is no contract for work being done for AVA, especially in IT. AVA should look at an agreement with the developer for use of software “in perpetuity.” Since the main concern seems to be IT, Mike Green recommended taking discussion offline.

(5) Henry stated the Fund Development and Publicity committees had signed. For now, the agreement can be presented and let people sign if they will. Henry is advising the Board on record because it is the Board’s fiduciary responsibility to protect AVA assets, and the Board does not want to breach its fiduciary responsibility.

(6) President David Bonewitz summarized that the CEO recommends presenting the document to committees. The Board does its fiduciary responsibility by requesting signatures to protect AVA property. David recommends the CEO proceed with obtaining signatures to protect AVA assets.

16. Convention Committee (Jerry Wilson).

a. Planning has been slowed by businesses that are still closed and by difficulty meeting with government personnel. Erin has drafted a budget with input from Henry and Jerry. We have contracts with Monona Terrace (Convention Center) and with the convention hotel. There are other contracts in waiting.

b. Sammy Hunnicut is far along in developing a schedule of workshops.

c. The registration system has a volunteer piece attached. Volunteers should be able to sign up for specific time slots.

d. Jerry has received quotes for buses, which will be within the city of Madison, so bus transportation should be cheaper than 2019 Convention. Buses will be needed for the Wednesday walk and the Friday walk (bus to event and walk back). Other days, walks will be from the hotel.

e. There is a commitment from the Des Moines club for staffing the Galena, Illinois, pre-convention event. Jerry has received much help from leaders of the Albany convention and from the Rocky Mountain RD on the Billings convention. Jerry is trying to incorporate the best of previous conventions. He has put articles in The American Wanderer and the Checkpoint.

f. Susan Medlin (SW DRD) urged walkers to sign up for the Ice Age Trail program, because walkers can hit all quadrants.

g. Tom Baltes (NW RD) questioned COVID impact on the Convention hotel. Jerry responded that the hotel has suffered losses from canceled conventions and sporting events, but he and Henry are in frequent contact with the hotel.

17. National Programs - Susan Medlin

As part of the strategic plan, the National Programs Committee was tasked to develop an Event Approval Process to choose those events that will be promoted by the NO and published on a National AVA Calendar. Criteria for events include the following:

- a. Nominated by their RD
- b. Multiple days or events (people are more likely to travel for increased opportunities)
- c. Local club support/ability to surge if numbers grow
- d. A unique opportunity (e.g., Crazy Horse)

To prevent overload, the committee suggests capping National events at two per RD to test the idea. In addition, the committee recommends a two-tiered system. Some events are truly national/international (International Marching League events, for example) and need to be promoted nationally/internationally. Others might be more regionally focused and could be best promoted on a regional or bi-regional basis, such as the Ruidoso events. These criteria can guide AVA in deciding on budgeting for advertising. Once approved, the committee will look at the required support structure, in light of current budget restrictions. Henry commented that the decision to support any event will be driven by resources, and there should be no more than two or three per year. Tom Baltes (NW RD) suggested we coordinate with the Canadian Volkssport Federation to include their major events, including the Canadian Convention and the Phoenix Festival.

Motion: Susan Medlin moved that the Board approve the process as outlined by the National Programs Committee. Motion submitted by committee so required no second.

VP: Moved to amend the motion to remove the restriction of two events per Regional Director. Motion to amend failed for lack of second.

Original motion passed on voice vote with none opposed.

18. Selection process for at-large members

The Governance Committee (GC) developed a process (Attachment 7) for obtaining at-large Board members. Recommendation from the GC is to open the Board to one at-large member at this time, seeking specific skills (marketing experience, business problem solving experience, and an entrepreneurial background). In the future, specific industries targeted would be health insurance or physical fitness. The goal is fresh thinking from outside the volkssporting community.

Motion: Text of motion is at Attachment 8.

Submitted by GC, requires no second

Discussion: None

Passed on voice vote with none opposed.

19. Other business

a. E-mail scams

(1) Discussion centered on scam e-mails with spoofed addresses, usually involving David as president. SC and SE RDs reported the gift card scams are reaching out from the RD level now, where they previously had been only from the “president.” Hector (NO) believes bots are scraping e-mail addresses to create the scams. He asked that we forward scam e-mails to him so he can block the domains sending them.

(2) Another concern is using http: vs. https:, because it may suggest an unsecure situation. AVA has https: on the part of the website that requires a password (My.AVA). There is likely a cost to convert to https: Mike will investigate. David tells people AVA will never request info these scam e-mails ask for, and always look at the return address. Nancy (VP) stated we should help educate clubs in the Checkpoint about how they can incorporate their own security measures in club websites. Andrew Schmidt (NE DRD) suggested using bcc: in e-mails rather than having all addresses showing.

(3) A proposed solution was to ask that e-mail addresses in public view be changed to graphics that can't be copied. Mike Green (IT) has started that process for text addresses that appear in the clear on the legacy site. He will reflect those back to My.AVA.org. Another question: Do we need to change e-mail addresses, since they are already out there? Mike Green (IT) said he would hate to give up our addresses. David concluded the discussion by saying the IT Committee and RDs would take it from this point.

b. Mike Green (IT) demonstrated changes for the Starting Point aimed at putting more information on fewer pages to streamline the book. Some of the changes involve getting the elevator pitch into the entry. He also has abbreviated special programs and placed a page defining the abbreviations in the front of the book that could be searched on if the Starting Point is released in PDF form. In addition, he cleaned up white space, omitted detailed address information on POCs, and added options on multiple registration. Further, he will have a section at the front of the book explaining the Online Start Box. In discussion, Mike suggested that traditional events not be published in the Starting Point and that clubs work to streamline driving directions and event descriptions. Jerry Wilson (Convention Committee) would like to see Convention walks in the book. Henry asked if there was a need to push the Starting Point deadline back past September 15, with the caveat that a later deadline will mean the book comes out later, possibly in January. Carl Cordes (PA RD) suggested a disclaimer at the front of the book recommending users check the AVA site for the most current information, and he suggested adding COVID practices.

c. Mike Green (IT) briefed changes to online system. If users go to the My.AVA.org, login, and use the club interface, there are new buttons that allow users to go back to the legacy site. There is also a convenient button to work on special programs and improved ways to edit sanctions.

d. Calls to Big Give donors. Regional Directors were given lists of donors to call to thank them for donating. John McClellan (SE RD) was unable to contact 25% of potential donors he was asked to contact, and he raised strategic concern over communications within AVA. We need a more complete list of contact information. Nancy Wittenberg (VP) asked how other RDs were progressing on their lists. Some have made calls, but others are waiting until closer to the Big Give date.

e. Awards Committee (Carl Cordes): Nominations for national awards are due to RDs November 1 and to the committee December 1. Board review will occur in January. For regional recognition, which does not require Board approval, the deadline is March 1 to advise the Awards Committee of names if they want the people to appear in the convention book.

f. Bob Buzolich (MA RD) asked to have the Policy Manual update added to the agenda of the next meeting. Mike Green (AT RD) stated there is a new version of Policy Manual with SE RD input.

g. OptOutside requires extra software support from the IT Committee and extra staff time, especially from Hector. Henry explained the original intent was to leverage a relationship with REI that has not panned out. The upside is that OptOutside has brought out more walkers than would normally come out that day. Given the cutback in hours of the AVA staff, the decision was to promote OptOutside locally/regionally rather than nationally this year.

h. Next meeting September 15. Adjourned: 11:50

Respectfully submitted,

Cecilia Miner
AVA Secretary

Where Do You Stand? [Text of e-mail sent by AVA President to Board members]

Greetings! As always, hoping that you are staying well.

After a club walk on Saturday, I went on Facebook to look at the pictures from the walk. While there I saw Tim Miner's post on the future Special Program, "Walking with America's Veterans." It was an excellent example of marketing a future program. (Thanks, Tim. Well done!) However, I also noticed a comment that frankly disturbed me. "Come up with a better logo and I'll participate." In other words, until you change your logo to one that I like, I just won't participate in our programs. Certainly, that is this individual's choice and their right, but it caused me to think about the challenges that we face trying to turn things around for AVA: America's Walking Club. What follows isn't about the logo that we are using now, but something much more fundamental

We cannot continue to live in the past, dwelling on our history. We have seen the data, and the data doesn't lie. If we are going to survive, we must be forward thinking. If we continue to do what we have done, we will get what we have gotten which isn't working any more. We move forward or in time we will be no more. Moving AVA forward is the responsibility of the leadership, and that is you and me. So, how do we move forward? Our Strategic Plan should have given us a sense of direction and purpose. That plan should be what we use to focus us on the wise use of our resources. Are we doing that, or are we letting things happen (not necessarily bad things, but just things) without our specifically deciding to invest our time, talent, and money in those things? Are we applying strategic thinking to what we are doing or are we letting things happen just because someone is willing to do them? I blame myself for not having moved us farther along on the road to change. Don't get me wrong. A lot of good things have been done, and we shouldn't forget that. However, there is so much more that must be done, and we only have about 10 months left in this Board's term. There is no time to waste if we are going to make an impact.

How committed are you to making changes that are needed for AVA to not only survive, but to thrive? Can we sell those changes (whatever they turn out to be) to the folks in the field, including those who say they won't participate because they don't like our logo? We know that we have a lot of people who just don't want change. I got one message that said in essence "I don't like the way that things are going in AVA today." Mark Twain once said "often the less there is to justify a traditional custom, the harder it is to get rid of it." If we are going to be able to sell the changes that we believe are necessary, we must be 100% vested in those changes. To be otherwise is to court failure and the ultimate demise of AVA.

Having gotten here, you may be asking "what's the point?" The point is if we want people to continue to invest their time and treasure in AVA, we must show momentum and energetic movement forward. Vision is a picture of the future that should produce excitement within each of us and others in the great AVA Nation. AVA's VISION: "Increasingly engage Americans in lifelong walking and other noncompetitive physical fitness activities." Does making this vision a reality excite you? If it does, I need to know

it. If it doesn't, I need to know that. I need to know that we are still in this together. There are some big challenges ahead. The closest barking dog is getting the revised bylaws approved by the membership. That may be easy compared to the effort required to get support to a new and different business model if that is what it takes to put AVA back on the road to thrive.

I think I've made it clear that I am never going to give up. How about you? Are you willing to fight to the end or are you ready to raise the white flag and accept a slow but certain death for AVA?

Happy trails,
David Bonewitz, PhD
President
AVA: America's Walking Club



August
2020

AVA Board of Directors Meeting

Executive Director's Briefing

Statement of Cash

Operational/Unrestricted	\$48,513
Restricted/OSB	\$18,732
Restricted/MM	\$44,983
Investments	\$450,226

Monthly Expenses vs Revenues

Average Monthly Expenses	\$25-30,000 (TAW \$5,000)
Average Monthly Revenues	\$15-20,000 (Big Give \$20,000)
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Total Operating Cash On Hand	\$48,513

*\$10,000 Mass Media /Restricted Account

Measures Taken

- Reduction of Time Hourly Employees 24hrs/week
- Cancellation of Mass Media Contract
- Renegotiation of Rent
- Refunded portion of club insurance (5 clubs @\$89.00)
- *Is this an appropriate time for new initiatives that are employee driven?



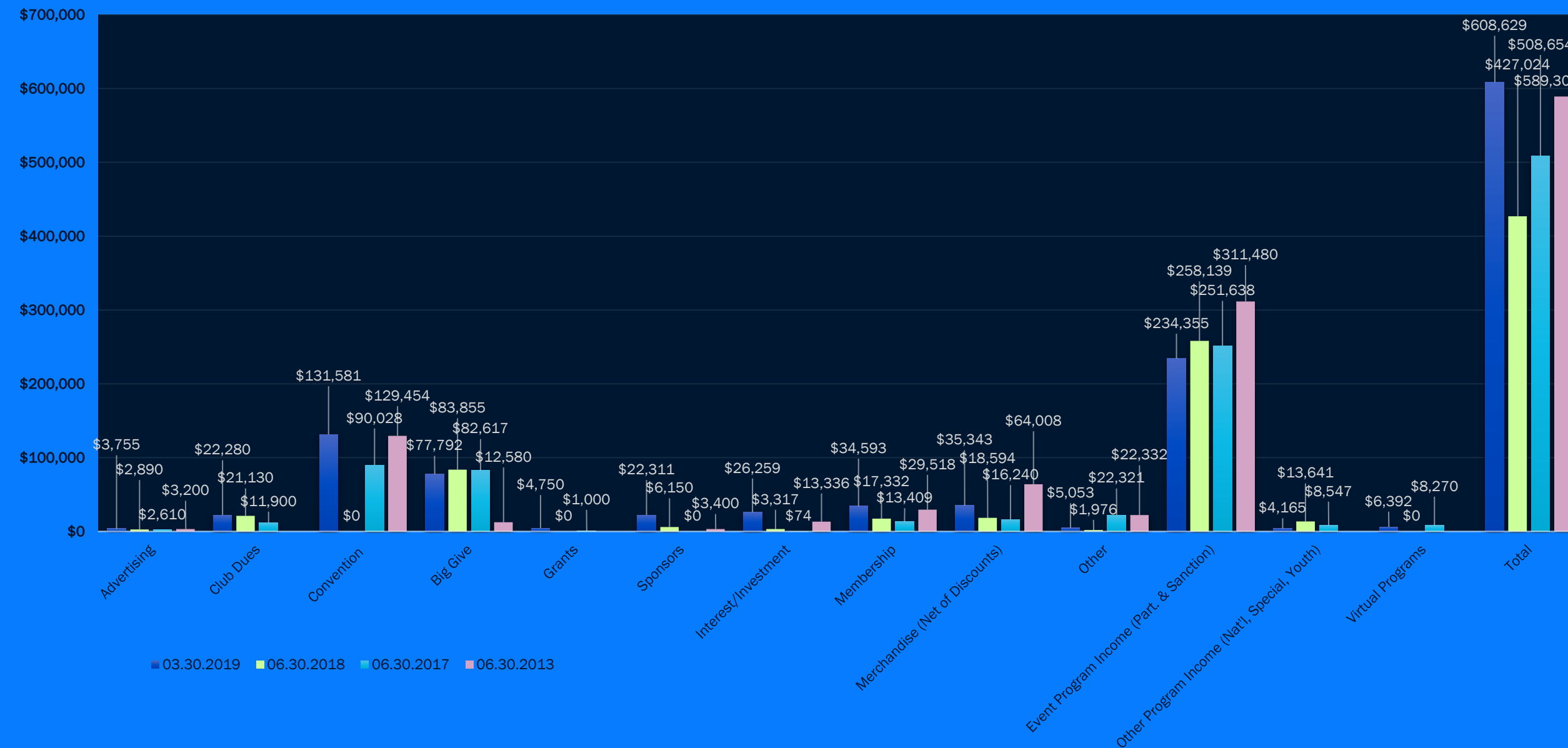
Big Give is Critical!

Total Raised = \$62,482

Goal = \$90,000

• NW	\$18,794
• AT	\$10,377
• PA	\$8,182
• SE	\$7,547
• SW	\$7,046
• NC	\$5,140
• MA	\$1,750
• SC	\$1,747
• NE	\$1,044
• RM	\$855

Diversification of Revenue 2017-2019 & 2013



AVA Insurance Non-Negotiables?

1. Maps and Waivers are highly recommended for AVA protection.
2. If we put maps on Websites we will need a map disclaimer the AVA and clubs are not Liable. Maps are Not for public use.
3. Insurance does not cover walkers if they are not a member of the AVA or a club And do not pay any type of fee to walk and walk regularly with the AVA.
4. Insurance coverage is for AVA and/or Club members only. Insurance recommends some type of temporary AVA membership for non-members.

Other Updates

- OSB Study - Emily
- Processing Fees for OSB and Donations - Erin
- AVA Relocation Update
- Business Model Work Group

- **2021 Convention Changes**

- Welcome Reception Tuesday
- Awards Dinner Thursday
- President's Reception Friday
- Community Event Saturday

Which Reflection Do You See?

(Questions?)

Process to Obtain Approval of New Bylaws and Certificate of Formation

Requirements of Current Bylaws

ARTICLE XIII

AMENDMENT OF THE BYLAWS

13.1 Amendments. These Bylaws may be amended at any regular or special meeting of the AVA by a **majority** vote of the eligible delegates represented in person or by proxy, provided that the proposed amendment has been submitted to the National Executive Council and submitted, in writing, to all Members at least **sixty days** prior to the regular or special membership meeting at which vote shall be taken.

13.2 Waiver of Notice. The requirement for sixty days notice to all Members of the AVA can be waived by two-thirds vote of the eligible voters represented in person or by proxy at a regular or special membership meeting of the AVA.

13.3 Waiver Process. If Section 13.2 of this Article is used in a regular or special membership meeting of the AVA so as to waive the requirements of Section 13.1 of this Article, then any such amendment must be submitted to the National Secretary in writing.

Membership would be approving two motions. The first would be approval of the Certificate of Formation and the second would be the new Bylaws. The second must follow the requirements of Article XIII Amendment of the Bylaws in the current bylaws.

We would expect RDs to begin selling the change right after the August EBM.

1. At this August EBM, the Board approves the Certificate of Formation (as it is at less risk of having a problem of being approved by the Membership).
2. Instead of directly approving and recommending the new Bylaws, the Board approves a version to be sent to the Membership for comment.
 - Club have 1 month (i.e., until the next EBM) to provide feedback to the RDs. This month would also be used by the RDs to sell the new Bylaws.
 - At the September 15 EBM, the RDs use that feedback to propose changes to the Bylaws if needed. Once changes are made (assuming they don't have to be vetted by the attorney), the Board votes to recommend approval to the Membership and the call for a Special Meeting for an up-or-down vote on the Bylaws.
 - Following the September 15 meeting, clubs are sent the final version of the Bylaws and the announcement of the Special Meeting (i.e., mail or electronic vote which is TBD).
 - Given the 60 requirement in the Bylaws, the earliest date for the vote would be November 14 which would be just prior to the November 17 EBM.

American Volkssport Association

Motion

Title: Restated and Amended Certificate of Formation of American Volkssport Association, Inc

Motion: We move that the Board approve the Restated and Amended Certificate of Formation of American Volkssport Association, Inc to replace the current Articles of Incorporation the American Volkssport Association, Inc. and recommend to the Membership that this change be approved.

Summary of Proposed Action: This motion would provide Board approval to replacing the current Articles of Incorporation of the American Volkssport Association, Inc with the Restated and Amended Certificate of Formation of American Volkssport Association, Inc. and recommend to the Membership that this change be approved. This change will bring the American Volkssport Association, Inc. into compliance with the current Texas Business Organization Code

Submitted By: Governance Committee

Seconded by: Committee action/no second required

Name of person submitting proposed amendment: Governance Committee

Board Action - Passed

American Volkssport Association

Motion

Title: Restated and Amended Bylaws of American Volkssport Association, Inc

Motion: We move

The process for obtaining approval of the Restated and Amended Bylaws of American Volkssport Association, Inc. be conducted as presented by the Governance Committee.

Rationale for Proposed Amendment: To bring the Bylaws of the American Volkssport Association, Inc. into compliance with the current Texas Business Organization Code we require the Membership to approve this change to the Bylaws. This approach presented will allow the Membership to make comments and have some ownership in the final product while meeting the requirements of the current Bylaws.

Submitted By: Governance Committee

Name of person submitting proposed amendment: Governance Committee

AVA Governance Committee: Recommend Approval

Board Action-Recommendation: Recommend Approval

Confidentiality, Non-Disclosure and Work Product Agreement

This Agreement ("Agreement") is entered into on this _____ day of _____, 2020 by and between American Volkssport Association ("AVA") and _____ ("Recipient" and/or "AVA Committee Member").

It is understood and agreed that volunteers, board members, committee members or others performing work or providing services for AVA may require certain information that is and must be kept confidential. Recipient agrees that he or she requires, and will appropriately safeguard and use, such information for the purpose of performing work or providing services to AVA and AVA agrees to disclose or provide such information to Recipient. Further, AVA and Recipient acknowledge and agree that certain Work Product may be created by Recipient and that such Work Product shall belong exclusively to AVA. AVA and Recipient further both agree as follows:

1. Confidential Information.

A. For the purpose of this Agreement, Confidential Information means any tangible or intangible data or information that is proprietary to AVA and not generally known to the public, including but not limited to:

- (1)** Marketing strategies, plans, financial information, projections, operations, business plans or performance results relating to past, present or future AVA activities;
- (2)** Plans for products, services or customer lists;
- (3)** Concepts, reports, data, designs, tools, specifications, computer software, databases, inventions, information or trade secrets; and
- (4)** Any other information that should reasonably be recognized as confidential information.

Confidential Information does not need to be novel, unique, patentable, copyrightable or constitute a trade secret in order to be considered Confidential Information.

B. Recipient acknowledges that Confidential Information is proprietary to AVA, has been developed and obtained through great efforts by AVA and that AVA regards all of its Confidential Information as trade secrets.

C. Confidential Information shall not include information which:

- (1)** Was known to Recipient prior to receiving such information from AVA;
- (2)** Is or becomes publicly available through no fault or failure of, or breach in this Agreement by, Recipient; or
- (3)** Is required to be disclosed in a judicial proceeding or otherwise required to be disclosed by law or regulation.

2. Use and Disclosure of Confidential Information.

A. AVA may disclose or provide access to Confidential Information to Recipient. Recipient agrees to:

- (1)** Use such information in the performance of work or the provision of services to or for AVA;
- (2)** Only use such information under the supervision of AVA;
- (3)** Keep such information confidential by using a reasonable degree of care;

- (4) Not disclose such information to any third party unless required or instructed to do so by AVA; and
- (5) Not copy, replicate, move or modify such information without prior written consent of AVA.

Recipient further acknowledges that AVA is solely responsible for making any determination as to what information, if any, is appropriate, reasonable and secure to release to any third party.

3. Non-Competition

Recipient agrees that while he or she is performing work or providing services for AVA and for one year afterward, Recipient will not attempt to do business with or otherwise solicit any business contacts found or otherwise referred to Recipient by AVA for the purpose of circumventing or competing with AVA such that AVA fails to realize a profit, fee or other gain without specific written permission of AVA.

4. Ownership Of Work Product

For the purpose of this Agreement, Work Product means all work product, marketing schemes, property, data, documentation, information or materials conceived, discovered, developed or created by Recipient performing work or providing services for AVA. All Work Product shall be owned exclusively by AVA, and Recipient, through this Agreement, unconditionally and irrevocably transfers and assigns to AVA all right, title and interest, including all copyrights, trademarks and other intellectual property rights, in or to any Work Product.

5. Remedies.

AVA and Recipient acknowledge that the Confidential Information disclosed or provided by AVA is of a unique and valuable character and that unauthorized dissemination of such information would destroy or diminish its value. Because damages to AVA that would result from the unauthorized disclosure of Confidential Information would be impossible to calculate, both parties agree that AVA shall be entitled to injunctive relief preventing the dissemination of such information in violation of the terms of this Agreement. Such injunctive relief shall be in addition to any other remedies available to AVA under law or in equity.

AVA shall be entitled to any commissions, fees or other revenue due to circumvention or competition with AVA in violation of this Agreement by Recipient.

AVA shall be entitled to recover any fees and costs, including reasonable attorneys' fees, in obtaining any such relief. Further, in the event of litigation under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses relating to such litigation.

6. Miscellaneous.

- A. This Agreement states the entire agreement between the parties concerning the disclosure or provision of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

- B. This Agreement shall be governed and construed according to the laws of the state of Texas.
- C. Any failure by either party to enforce the other party's performance of this Agreement will not constitute a waiver of that party's right to subsequently enforce any provision of this Agreement.
- D. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
- E. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it without prior written consent of the other party.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Signature - Recipient and/or AVA Committee Member
of Confidential Information

Date

Print or Type Name

AVA Authorized Representative

Date

Print or Type Name

Process to Obtain At-Large Nominee for Board

1. At August EBM Board approves criteria and process
2. Call for nominations with that criteria and timeline sent to Associate Members
3. Nominations (name, contact information, confirmation of willingness to serve, and bio) received by Secretary no later than October 18.
4. Secretary distributes nomination packages to Board in time for October 20 EBM
5. At October EBM, Board in Executive Session determines the slate for a vote by the Associate Members
6. Candidates' names with their bios sent to Associate Members with request to have vote submitted no later than November 14.
7. Vote is certified at the EBM of November 17
8. New At-Large Board Member is seated at EBM of December 15

If only one nomination is received and that candidate is approved by the Board, the Board can certify that candidate is duly elected as an At-Large Member effective at the October EBM.

American Volkssport Association

Motion

Title: At-Large Board Member Nomination

Motion: We move that the Board begin the recommended process to obtain one At-Large Board Member with the qualifications of marketing experience, business problem solving experience, and an entrepreneurial background. Said nominee will be preferred to come from outside the Volkssporting community.

Summary of Proposed Action: This motion would begin the process of securing the first At-Large Board Member.

Submitted By: Governance Committee

Seconded by: Committee action/no second required

Name of person submitting proposed amendment: Governance Committee

Board Action - Passed