



BOARD OF DIRECTORS HANDBOOK

COLUMBIA EMPIRE VOLLEYBALL ASSOCIATION

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CEVA CORE VALUES

ACCOUNTABILITY

Our organization will be accountable to our customers, and our staff & Board will be accountable to each other to ensure the organization is moving in a positive and forward-thinking direction. All clubs will be held accountable for compliance with both regional and national policies.

EFFICIENCY

Our organization will strive to become more efficient in all areas of operations and will work diligently to ensure our customers are treated to the most efficient ways of working within our structure.

INCLUSIVITY

Our organization will seek to create a safe and welcoming environment for anybody to participate in our sport. We welcome members from all walks of life and believe that our sport should break down barriers and bring people closer together.

PHILANTHROPY

Our organization will seek new and creative opportunities to give back to the community. The organization will be a driver of positive change and use its platform for the betterment of all.

SAFETY

Our organization will continuously ensure the safety of all participants by demanding strict adherence to USA Volleyball, national, regional, and local guidelines.

TRANSPARENCY

Our organization will conduct business in an open, honest, and accessible manner. We will set clear goals and expectations for ourselves and our constituents.

WHY SERVE ON THE BOARD?

There are several beneficial reasons to serve on the CEVA Board of Directors (“BOD”). While Board service is strictly on a volunteer basis, it’s an opportunity to help CEVA in numerous ways:

- Giving back to the region and to the sport.
- Building your professional and personal resume.
- Meeting great people with a shared vision of growth and opportunity.
- Engaging in philanthropic efforts to bring volleyball to the community.
- Gaining volunteer and community service hours.
- Providing your expertise to the business.
- Having the ability to speak for a constituency and work collaboratively to grow the game.
- Understanding more about the business and region operations.

INTRODUCTION

The purpose of this handbook is to provide an outline of CEVA’s administrative structure and Board members’ responsibilities within it. Questions should be directed to the Board President or Executive Director.

The Board is primarily a **governance-focused Board** tasked with creating & approving policy, legal oversight, & fiscal responsibility. The region seeks a Board that is engaged, devoted to action, and willing to support the staff who are employed to run the region’s day-to-day operations.

SECTION 1 – GOVERNANCE & STRUCTURE

CEVA is a 501(c)3 non-profit incorporated in 1980. The business is governed by several oversight documents, including a set of Bylaws, that are publicly available at www.cevaregion.org/about. CEVA oversees the State of Oregon and four counties in SW Washington (Clark, Cowlitz, Skamania, Wahkiakum). CEVA is one of forty regions of USA Volleyball (“USAV”).

Bylaws can be modified by the Board of Directors. When modified, Bylaws must be submitted to USAV and made publicly available on the website. The Bylaws outline the amount of notice that must be given to update.

CEVA’s BOD consists of 13 positions – 7 elected by the membership, and 6 elected by the existing Board (At-Large members). The Bylaws outline election procedures, term limits, and other policies. The Board is not obligated to fill the At-Large positions.

Board Position	Term & Election Dates	Committee Responsibilities
Junior Girls’ Representative	Three Years	Chair – Junior Girls’ Committee
Junior Boys’ Representative	Three Years	Chair – Junior Boys’ Committee
Adult Representative	Three Years	Chair – Adult Committee
Officials’ Representative	Three Years	Chair – Officials’ Committee
Diversity & Inclusion Rep.	Three Years	Chair – D/I Committee
Geographic Representative	Three Years	
Parent Representative	Three Years	
(Six At-Large Positions)	One Year	

The Board has four officers – President, Vice President, Secretary, Treasurer – elected by their fellow Board members. Each officer serves a one-year term starting on July 1. The four officers comprise the Executive Committee (“EC”). Any Board member may be elected as an officer. Officers are typically elected in June at the corporation’s annual meeting. Elections are by majority vote. Tie votes are referred to Robert’s Rules of Order.

The region employs five staff members, listed later in this document. The Executive Director reports to the BOD. The other positions report to the Executive Director.

SECTION 2 – BASIC REQUIREMENTS OF MEMBERS

Board members must be full members of the region, must clear a USAV background screen, and must complete a Safesport certification. The region pays for the membership and background screen. Members may be subject to additional screening, safety requirements, or other obligations per the EC, USAV policy, Safesport policy, or applicable law. All eligibility requirements must be completed by August 31 of the current fiscal year. Ineligible members may lose voting or participation privileges.

SECTION 3 – STANDING & AD-HOC COMMITTEES

Standing committees report to the Board and are chaired by a Board member. Full descriptions of committees can be found in the CEVA Bylaws. Minutes of previous committee meetings can be found on the website. Ad-hoc (unofficial) committees may be formed by the Board.

Committee	Chair	Size of Committee
Junior Girls' Committee	BOD Junior Girls' Representative	Minimum 3, Maximum 9
Junior Boys' Committee	BOD Junior Boys' Representative	Minimum 3, Maximum 9
Diversity & Inclusion Committee	BOD Diversity & Inclusion Rep.	Minimum 3, No Maximum
Officials' Committee	BOD Officials' Representative	Minimum 3, Maximum 9
Adult Committee	BOD Adult Representative	Minimum 3, Maximum 9
Policy & Appeals Committee	Any BOD Member (Default – Secretary)	Minimum 5, Maximum 9
Board Development Committee	Any BOD Member (Default – VP)	Minimum 3, Maximum 9
Finance Committee	BOD Treasurer	Minimum 3, Maximum 9
Executive Committee	BOD President	Four BOD Officers

SECTION 4 – RESPONSIBILITIES OF THE PRESIDENT & EC

It is the responsibility of those leading the Board to hold members accountable, and ensure the group remains committed to growth. Responsibilities of these individuals include the following:

- Building meeting agendas with input from members and staff and running full meetings of the BOD.
- Ensuring members meet the requirements outlined in this document.
- Helping set measurable goals outlining a mission & vision.
- Communicating with other groups and collaborating on initiatives.
- Providing reports to stakeholders on a regular basis.
- Informing the Board of issues for response and resolution.

SECTION 5 – CONFLICTS OF INTEREST

Board members are expected to put the region before their own clubs, teams, or personal interests. Decisions will be made based on the best interests of the region, **even at the perceived detriment of one's own interests.**

Board members agree to a Conflict-of-Interest Policy each year of service. The full policy is included in this handbook. A signature on the acknowledgement form in this handbook indicates agreement with the Conflict-of-Interest Policy and intent to abide by it.

SECTION 6 – REPRESENTATION OF THE REGION

Members are expected to represent themselves and the region in a positive and professional manner. Clubs represented on the Board should be leaders in their operations and compliance with policies.

Members are expected to refrain from behavior that reflects poorly on themselves or the region, such as being disqualified/expelled from a match, being asked to leave a facility, or receiving a conduct-related card from an official. Members sanctioned by the region are subject to removal proceedings.

Members will prioritize principles of diversity & inclusion and should help the region bring opportunity to underrepresented populations.

Members will promote CEVA/USAV interests. While clubs are free to run their businesses how they wish, active promotion of competitors is contrary to the image we wish to convey.

SECTION 7 – COMMUNICATION & SLACK WORKSPACE

Board members are expected to communicate with the office staff, fellow BOD members, and their constituents on a regular basis.

Please observe established lines of communication and direct requests for information to the President or Executive Director. This includes requests from outside entities, such as media outlets.

CEVA operates a Slack workspace for online messaging and file sharing. The Board, committees, and staff have separate channels in the workspace. Help can be found at slack.com/help.

Members are expected to be active on Slack and understand it will be a **primary form of communication** for the Board. New members are sent an invitation to join the Slack workspace when their term starts. Members can view other Slack channels besides their own should they desire. The Board and committees also have group e-mails, listed below. Only members of those groups may use these e-mails.

Group	E-Mail	Slack Channel
Board of Directors	board@cevaregion.org	#board (private)
Executive Committee	executive@cevaregion.org	#executivecmte (private)
Junior Girls' Committee	juniorgirls@cevaregion.org	#juniorgirls
Junior Boys' Committee	juniorboys@cevaregion.org	#juniorboys
Officials' Committee	officialscommittee@cevaregion.org	#officials
Diversity & Inclusion Committee	dei@cevaregion.org	#dei
Finance Committee	finance@cevaregion.org	#finance
Adult Committee	adultcommittee@cevaregion.org	#adults
Board Development Committee	bdc@cevaregion.org	#bdc
Policy & Appeals Committee	pac@cevaregion.org	(none)

SECTION 8 – PRIVATE WEBSITE

Board members have access to a private, password-protected website containing information necessary to fulfill their duties. This includes financials, taxes, contact information, and other updates. Information on this site is confidential and should not be shared. Members will be sent instructions for access at the start of their term.

SECTION 9 – CONFIDENTIALITY & NON-DISCLOSURE

Board meetings are open to the public. It is generally accepted that Board members will have access to information that should remain confidential as a matter of best practice. The Board will occasionally conduct an executive (closed) session for discussion of topics allowed under ORS 192.660.

All Board members will sign a Confidentiality & Non-Disclosure Agreement prior to their service that is valid in perpetuity. It outlines all information that is confidential, and remedies should the agreement be broken. Failure to maintain confidentiality subjects a member to immediate removal proceedings. A copy of the Confidentiality & Non-Disclosure Agreement is included in this Handbook.

SECTION 10 – ATTENDANCE & ABSENCES

Members are expected to attend meetings as scheduled and to communicate in advance if unable to attend. Members may not have more than one unexcused absence, or more than two excused absences, per fiscal year. Members may not miss more than two consecutive meetings.

An excused absence occurs when a member is absent due to illness, family emergency, or circumstances beyond their control. 24 hours' notice to the President or Executive Director is requested. Absences are excused at the discretion of the Board President and/or Executive Committee.

An unexcused absence does not meet the above definition or is an absence without 24 hours' notice.

If a member's term extends beyond the end of a fiscal year, the count of consecutive meetings missed continues into the new fiscal year. Meeting minutes document members who are absent from meetings.

Meeting attendance may be publicly shared on the website. Region constituents have a right to know if their elected representatives are attending meetings and advocating on their behalf. Excessive absences as defined in this policy may subject the member to removal proceedings.

SECTION 11 – MEETINGS & MINUTES

Minutes of the most recent Board meetings are online at www.cevaregion.org/admin. Minutes from meetings prior to those listed on the website are available by written request to the Executive Director.

Meetings are held on weeknights, with occasional weekend work sessions. Meetings last 1-2 hours and will start promptly. Agendas & supplemental documents are sent ahead of time. Members are expected to be well-versed in the topics to be discussed so they may be active participants in meetings.

Meetings are generally held in person at the CEVA office, though remote attendance options are available. Members should bring a laptop or smart device to meetings so they can access agendas & reports.

See Appendix 4 for general meeting procedures.

SECTION 12 – DISTRIBUTION OF AGENDAS & MEETING MATERIALS

The Executive Committee, led by the Board President, is responsible for building Board agendas. The office staff will create Zoom links and Google Calendar invitations for distribution.

A call for agenda items should be sent no less than **seven business days** prior to the scheduled meeting. Supplemental documents and committee reports should be distributed no less than **two business days** prior. Committee chairs will be asked to provide a written report to the BOD prior to each meeting.

SECTION 13 – INVOLVEMENT OUTSIDE OF MEETINGS & RECRUITMENT

Members are expected to be involved in other aspects of the region outside of regular meetings. This may be accomplished in several ways, including (but not limited to) the following:

- Attendance at a meeting of a committee they are not a member of.
- Establishing a regular communication cadence with the office staff.
- Participating in a Board-led philanthropic or community-based initiative.
- Working to create new grassroots programming initiatives with the goal of increasing participation. This can emphasize increased opportunities for underserved and underrepresented populations.
- Helping to cultivate new partnerships with businesses or groups benefiting the region.
- Participating in networking or exposure opportunities on behalf of the region.

Members are expected to help recruit qualified candidates to fill committee & Board positions. Membership emphasizes inclusivity and a broad spectrum of perspectives. Volleyball knowledge is not required. Potential candidates are referred to the Executive Director and the Board Development Committee. More information is available at www.cevaregion.org/join.

SECTION 14 – VOTING

Members are expected to participate in all voting, even if to abstain. Voting on a motion can take place outside of a formal meeting, such as via an electronic ballot.

SECTION 15 – RESPONSE & REMEDY

If it is determined a member has not met expectations outlined in this handbook, the President will notify the member in writing and the member may be subject to removal. This dated notification is sent to the member, the CEVA Executive Committee, and Executive Director.

The issue can be on the agenda at the next meeting of the Board. If included, discussion may take place in executive session. Should removal proceedings be considered, this policy serves as the “reasonable prior notice” called for in the CEVA Bylaws.

SECTION 16 – STAFF & OFFICE HOURS

Staff Member	Title	E-Mail
Alix Montoya	Senior Director – Region Services	alix@cevaregion.org
Callie Wilkins	Manager – Region Operations	callie@cevaregion.org
Andrew Borel	Equipment Manager (PT)	andrew@cevaregion.org
Lindsay Callaghan	Coordinator – Region Services (PT)	lindsay@cevaregion.org
Cody March	Executive Director	cody@cevaregion.org

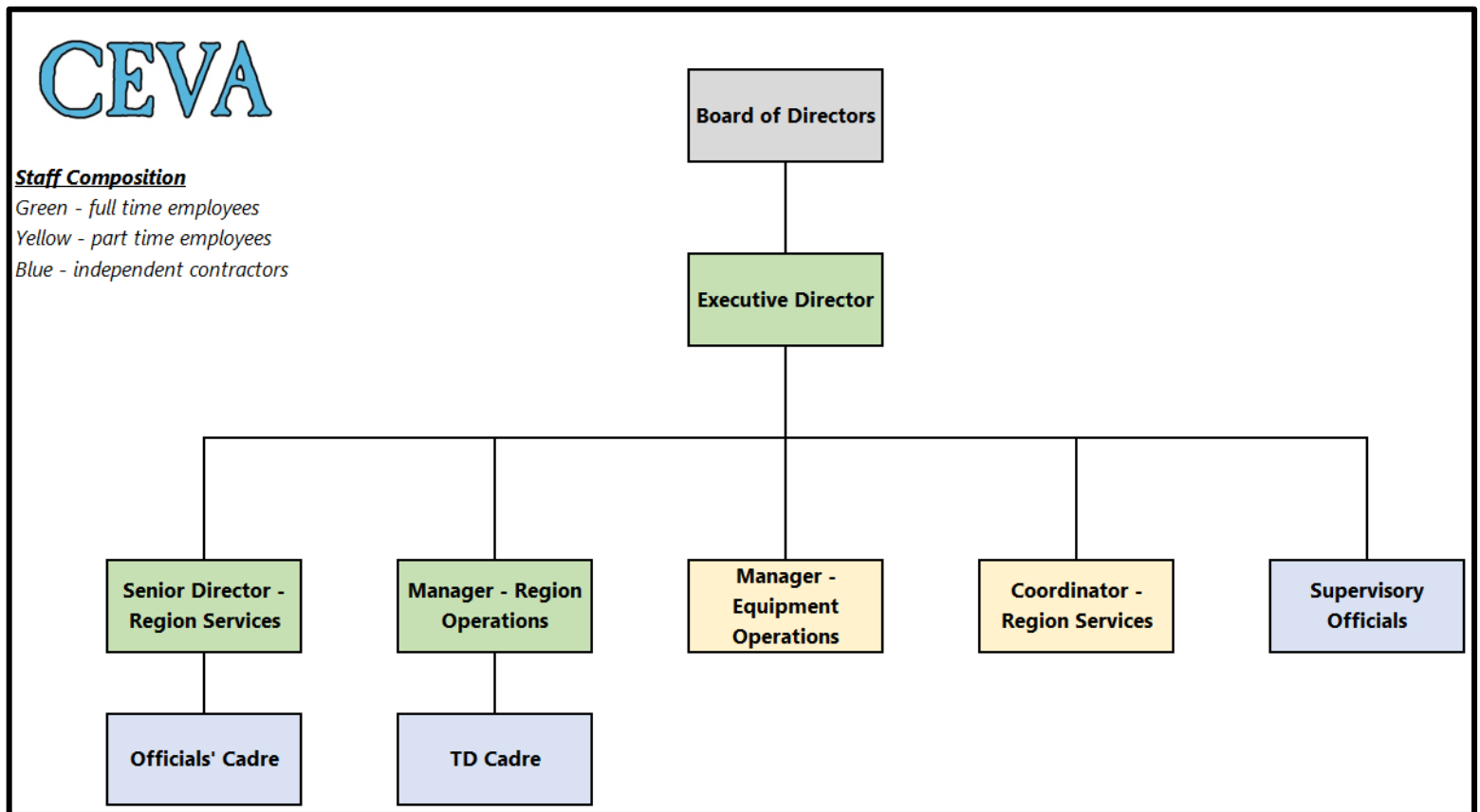
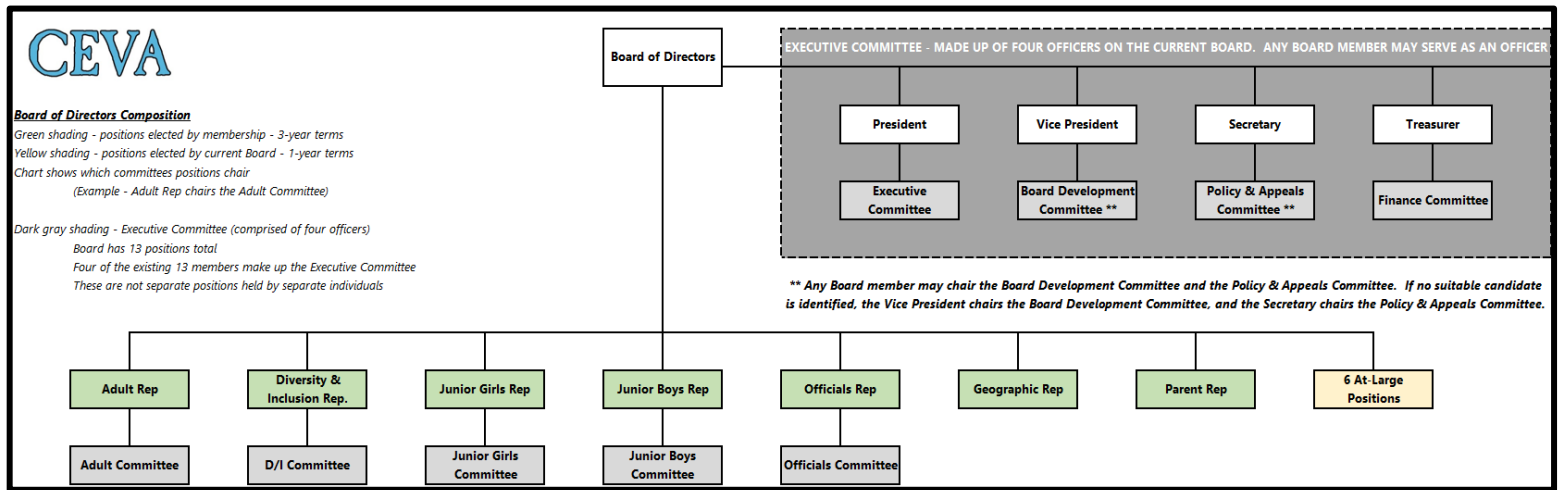
Dates	Monday	Tuesday	Wednesday	Thursday	Friday
Oct 1 – May 31	9:00-3:00	9:00-3:00	Closed	9:00-3:00	9:00-3:00
June 1 – Sep 30	9:00-2:00	9:00-2:00	9:00-2:00	9:00-2:00	Closed

Office Address: 4915 SW Griffith Drive, Suite 101 – Beaverton, OR 97005

Office hours are subject to change. Staff biographies are available at www.cevaregion.org/staff

Members are welcome at the office during our regular hours or by appointment.

APPENDIX 1 – CEVA ORGANIZATIONAL CHARTS



APPENDIX 2 – CONFLICT OF INTEREST POLICY

1. PURPOSE

The purpose of the Conflict-of-Interest Policy (the “Policy”) is to protect the interests of the Columbia Empire Volleyball Association (“CEVA”) when it is contemplating entering a transaction or arrangement that might benefit the private interest of an employee or director of CEVA or might result in a possible excess benefit transaction. This Policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations. This Policy was adopted by the Board of Directors of CEVA (the “Board”) at its regularly scheduled Board meeting held on August 5, 2013, and supersedes all policies involving conflicts of interests as previously adopted by the Board. The Policy is effective immediately upon its August 5, 2013, adoption date (the “Effective Date”).

2. DEFINITIONS

2.1 Interested Individual. Any employee or director of CEVA who has a direct or indirect financial interest, as defined below, is an interested individual.

2.2 Financial Interest. An individual has a direct or indirect financial interest if the individual has, directly or indirectly, through business, investment, or family:

- A) An ownership or investment interest in any entity with which CEVA has a transaction or arrangement.
- B) A compensation arrangement with CEVA or with any entity or individual with which CEVA has a transaction or arrangement.
- C) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CEVA is negotiating a transaction or arrangement. “Compensation” for the purposes of this Policy includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article 3, Section 2, an individual who has a financial interest may have a conflict of interest only if the Board decides that a conflict of interest exists.

3. PROCEDURES

3.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested individual must disclose the existence of the financial interest and be given the opportunity to disclose all material facts of the proposed transaction or arrangement to the Board.

3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested individual, he, or she shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

3.3 Procedures for Addressing the Conflict of Interest.

- A) An interested individual may make a presentation at the Board meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving a possible conflict of interest.
- B) The director presiding over the Board meeting shall, as determined appropriate by the Board in its sole and exclusive discretion, appoint an outside person or Board committee to investigate alternatives to the proposed transaction or arrangement involving the possible conflict of interest.

- C) After exercising due diligence, the Board shall determine whether CEVA can obtain with reasonable efforts a more advantageous transaction or arrangement from an individual or entity that would not give rise to a conflict of interest.
- D) If a more advantageous transaction or arrangement is not reasonably possible under the circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in CEVA's best interests, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter the transaction or arrangement.

3.4 Violations of the Policy.

- A) If the Board has reasonable cause to believe that an individual to whom this Policy applies has failed to disclose actual or possible conflicts of interest, it shall inform such individual of the basis for such belief and afford the individual an opportunity to explain the alleged failure to disclose.
- B) If, after hearing the individual's response and after making further investigation as warranted by the circumstances, the Board determines the individual has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

4. RECORDINGS OF PROCEEDINGS

The minutes of the Board shall contain:

- A) The names of the individuals who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.
- B) The names of the individuals who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

5. COMPENSATION

- A) A voting member of the Board who receives compensation, directly or indirectly, from CEVA for services rendered to CEVA is precluded from voting on matters pertaining to that individual's compensation.
- B) A voting member of any committee of CEVA who receives compensation, directly or indirectly, from CEVA for services rendered to CEVA is precluded from voting on matters pertaining to that individual's compensation.

6. STATEMENTS

Everyone who is an employee or director of CEVA as of the Effective Date shall sign a statement ("Statement") that affirms such individual:

- A) Has received a copy of the Policy.
- B) Has read and understands the Policy.
- C) Has agreed to comply with the Policy; and

- D)** Understands that CEVA is a charitable organization and to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes. Thereafter, a Statement shall be signed by individuals who are employees or directors of CEVA on:

- i.** The annual anniversary of their initial date of hire, election, or appointment (as the case may be) and/or
- ii.** In the case of directors, their subsequent date of re-election or re-appointment.

7. PERIODIC REVIEWS

To ensure CEVA operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum include the following subjects:

- A)** Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- B)** Whether partnerships, joint ventures, and arrangements with management organizations conform to CEVA's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or in an excess benefit transaction.

8. USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article 7, CEVA may, but need not, use outside experts. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

APPENDIX 3 – CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

1. PARTIES

This Mutual Non-Disclosure Agreement, hereinafter referred to as the “Agreement,” effective as of _____, hereinafter referred to as the “Effective Date,” is by and between USVBA Columbia Empire Region Volleyball Association (referred to as “CEVA”), and _____, an individual and referred to herein as “Party B.” In consideration of the mutual covenants and promises contained herein and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

2. CONFIDENTIAL INFORMATION

- 2.1 “Confidential Information” is to be construed broadly and includes, but is not limited to, all proprietary information owned by the Parties and not generally known to the public or in the relevant trade or industry that is communicated orally, written, printed, electronically or any other form or medium, or which was learned, discovered, developed, conceived, originated, or prepared by the Parties in the scope and course of their relationship, relating directly or indirectly to business processes, technical data, trade secrets, know-how, advice, consultations, proprietary information, client lists, client instructions, assets, business operations, specifications, designs, plans, drawings, hardware, software, data, prototypes or other business and technical information belonging to any client of the Parties, operational methods, economic and business analyses, models, strategies, and projections, promotion methods, trade show information and contacts, and other proprietary information relating to the business of the Parties and any and all other concepts, as such Confidential Information pertains personally to principals or other information that has independent economic value. For the avoidance of doubt, Confidential Information disclosed to Party B by any CEVA representative, including representatives of any of its affiliates and/or agents, is covered by this Agreement.
- 2.2 “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation, written or printed documents and computer disks or tapes, whether machine or user readable, and any print outs of electronically communicated information.
- 2.3 All non-public information, whether provided before or after the execution of this Agreement, shall be presumed to be Confidential Information and subject to this Agreement, whether delivered orally or in writing, or tangible or intangible (electronic) form.
- 2.4 All Confidential Information disclosed by CEVA shall remain the property of CEVA and all Confidential Information disclosed by Party B shall remain the property of Party B. By disclosing information, neither CEVA nor Party B grants any express or implied right or license to the other in or to any Confidential Information. The disclosure of any Confidential Information shall not be construed as evidencing any intent by either party to engage in a transaction, to purchase or acquire any products or services, or as an encouragement to expend funds in development or research efforts.

3. NON-DISCLOSURE

The Parties agree that they shall have the obligation to:

- 3.1 Hold Confidential Information in the strictest of confidence.
- 3.2 Not use the Confidential Information for any personal gain or detrimentally to the other Party.
- 3.3 Take all steps necessary to protect the Confidential Information from disclosure and to implement internal procedures to guard against such disclosure.

- 3.4** Not disclose the fact that the Confidential Information has been made available or that discussions and negotiations are taking place or have taken place or any of its terms, conditions, or other facts with respect to the transaction; and
- 3.5** Not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of a breach by any of the Parties and their confidentiality obligations hereunder.

This Section shall survive and continue after any expiration or termination of this Agreement and shall bind the Parties, its employees, agents, representatives, successors, heirs, and assigns.

4. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The Parties shall not be restricted from disclosing or using Confidential Information that:

- 4.1** Was freely available in the public domain at the time it was communicated between the Parties.
- 4.2** Subsequently came to the public domain through no fault of the Parties.
- 4.3** Is in either CEVA's or Party B's possession free of any obligation of confidence at the time it was communicated.
- 4.4** Is independently developed by either CEVA or Party B or its representatives without reference to any information communicated to or by the Parties.
- 4.5** Is provided by either CEVA or Party B in response to a valid order by a court or other governmental body, as otherwise required by law.
- 4.6** Is excluded from agreements of this type per ORS 659A.370; or
- 4.7** Is approved for release by written authorization of an officer or representative of CEVA.

5. USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

The Parties shall only use the Confidential Information as directed and not for their own purposes or the purposes of any other party. CEVA and Party B shall disclose the Confidential Information received under this Agreement to persons within their organization only if such persons are on a "need to know" basis. The Parties shall advise each person to whom disclosure is permitted that such information is confidential and proprietary property and may not be disclosed to others or used for their own purpose. This Section shall survive and continue after any expiration or termination of this Agreement and shall bind the Parties, including but not limited to, their employees, agents, representatives, successors, heirs and assigns.

6. NOTICE OF DISCLOSURE

In the event that any of the Parties receive a request or is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose all or any part of the Confidential Information, the Parties agree, if legally permissible, to (a) promptly notify the other Party of the existence, terms and circumstances surrounding such request or requirement, (b) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request or requirement and (c) assist the other Party in seeking a protective order or other appropriate remedy; provided, however, that the disclosing Party shall not be required to take any action in violation of applicable laws.

If such protective order or other remedy is not obtained or that one of the Parties waives compliance with the provisions hereof, the disclosing Party shall not be liable for such disclosure unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by the disclosing party not permitted by this Agreement.

7. TERM

This Agreement, with respect to Confidential Information, will remain in effect for perpetuity.

8. RETURN OF CONFIDENTIAL INFORMATION

Upon request from any of the Parties or upon the termination of negotiations and evaluations, both Parties will promptly deliver to each other all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. Both Parties shall also return to each other all equipment, files, and other personal property belonging to one another. CEVA and Party B shall not be permitted to make, retain, or distribute copies of any Confidential Information and shall not create any other documents, records, or materials in any form whatsoever that includes the Confidential Information.

9. INDEMNIFICATION

The Parties agree to defend and indemnify each other at all times in respect of any and all claims, demands, losses, damages, liabilities, costs and/or expenses of any kind whatsoever incurred by an entity not mentioned in this Agreement except to the extent caused by the negligence or an unauthorized disclosure of Confidential Information by one of the Parties or their respective employees, agents, representatives, successors, heirs or assigns.

10. NOTICE

Any notice provided in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested) or sent by reputable overnight courier service (charges prepaid) to the Parties at the addresses below indicated:

CEVA's Address: 4915 SW Griffith Drive, Suite 101, Beaverton, Oregon, 97005

Party B's Address: (noted on Acknowledgement Form in this Handbook).

If the above-stated addresses should change the Parties shall specify by certified mail, with return receipt, to one another.

11. COVENANTS

The parties hereto agree that the covenants, agreements, and restrictions (hereinafter "this covenant") contained herein are necessary to protect the business goodwill, business interests and proprietary rights of the Parties hereto and have independently discussed, reviewed and had the opportunity of legal counsel to consider this Agreement.

12. ENFORCEMENT

The Parties acknowledge and agree that, due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information. The Parties acknowledge and agree that the aggrieved party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction and further agree to waive any requirement for security or posting of any bond in connection with such a remedy.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and/or written agreements with respect to the subject matter hereof. It shall not be modified except by a written agreement dated after the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been modified or discharged by any act or acquiescence on the part of either party, in whole or in part, except by written agreement signed by an executive officer of CEVA and Party B. If either party employs an attorney to enforce any rights arising out of or relating to this Agreement, the prevailing party in any action or proceeding, and any appeal therefrom, shall be entitled to recovery costs and reasonable attorneys' and other consultants' fees from the losing party.

14. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.

15. BINDING AGREEMENT

This Agreement will be binding upon and inure to the benefit of the parties hereto and each Party's respective successors and assigns.

16. SEVERABILITY

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws in the State of Oregon.

18. AUTHORITY

Each party hereto represents and warrants that it has the full power and authority to enter and perform this Agreement, and each party knows of no law, rule, regulations, order, agreement, promise, undertaking or other fact or circumstance which would prevent its full execution and performance of this Agreement.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

20. EXECUTION

By signing the Acknowledgement at the end of this handbook, parties agree this agreement is executed and fully enforceable on the date noted in the Acknowledgement.

APPENDIX 4 – MEETING PROCEDURES

Meeting leaders are expected to adhere to a set of general protocols. Leaders are expected to run meetings efficiently, keep discussion on topic, non-relevant conversation to a minimum, and engage all participants for discussion & opinions. Agenda templates are available on the private website.

- Meetings should start promptly. A call to order should be audibly stated.
- Meeting minutes should be taken by the Secretary.
- Roll call should be conducted.
 - Excused and unexcused absences will be documented in the minutes.
 - A quorum should be audibly declared and noted in the minutes.
 - A quorum is defined as a majority of the group’s voting power.
 - Guests should be recognized.
- Meetings should have a review of previous actionable items, old business, and actions taken between meetings.
- Meetings may include a review of goals, key performance indicators (“KPIs”), or other metrics.
- Formal actions are voted on via a motion.
 - Any member with voting power may present a motion. Motions should be presented as a “Yes/No” question.
 - Any other voting member may second the motion. All motions require a second.
 - After the motion is seconded, 10 minutes are allotted for discussion. This time may be extended by a separate motion. Time should be kept by the Secretary.
 - After discussion, the motion should be restated.
 - Voting is conducted by asking who is in favor, who is opposed, and who will abstain.
 - Members may vote verbally or by raising their hands.
 - Abstentions count toward having a quorum.
 - Voting results should be announced verbally and recorded in the meeting minutes.
- Meetings should have a “Good of the Order” section at the end for open discussion.
- Meetings should conclude with a review of actionable items and who is tasked with completing them.
- Any member may make a motion to move to executive session. This motion is treated in the same manner as listed above.
 - Topics that may be discussed in executive session are outlined in ORS 192.660.
 - No final action may be taken in executive session.
 - Only group members with voting power are allowed into these sessions. If non-voting members are asked to join, the motion requesting the move must specifically name them.
 - Minutes should include when the executive session started and when the meeting returned to open session. Minutes should not include topics discussed or the nature of the discussion.
 - Voting may not take place in executive session. If a topic discussed in executive session requires a vote, the meeting must return to open session for the vote to be conducted.
 - Meetings cannot adjourn in executive session.

ACKNOWLEDGEMENT & AGREEMENT FORM

By signing below, the member named acknowledges the following statements:

1. I have read, understand, and will abide by the information & policies outlined in this handbook.
2. I have read, understand, and will abide by the CEVA Conflict of Interest Policy in Appendix 2 of this document. I further agree that I have been given an appropriate opportunity to declare any conflicts of interest pursuant to this policy by writing them in the section below.
3. I have read, understand, and agree to be bound by the terms and conditions outlined in the Confidentiality & Non-Disclosure agreement in Appendix 3 of this document.
4. I acknowledge and understand that failure to abide by the policies or procedures outlined in this document may subject me to removal proceedings.

BOD Member Name:	
BOD Member Club Affiliation (if none, write "N/A"):	
Role Within Club (e.g., coach, etc.)	
BOD Member's Current Employer & Title at their company:	
BOD Member E-Mail:	
BOD Member Mailing Address:	
BOD Address City/State/Zip:	
BOD Member Phone Number:	
Conflicts of Interest (if none, write "N/A")	
BOD Member Signature:	
Date Signed:	

CEVA Signature:	
Date Signed:	