

CONSTITUTION
OF THE
NORTH AMERICAN SOCIETY FOR SPORT MANAGEMENT

ARTICLE I: NAME

Section 1: The name of this society shall be the North American Society for Sport Management.

ARTICLE II: PURPOSE

Section 1: The purpose of the Society shall be to promote, stimulate, and encourage study, research, scholarly writing, and professional development in the area of sport management. (broadly interpreted).

This statement of purpose means that the members of this Society are concerned about the theoretical and applied aspects of management theory and practice specifically related to sport, exercise, dance, and play as these enterprises are pursued by all sectors of the population.

In the furtherance of these aims and objectives, the Society shall endeavor to carry out the following functions:

- a) Support and cooperate with local, regional, national, and international organizations having similar purposes.
- b) Organize and administer meetings to promote the purpose stated above.
- c) Issue appropriate proceedings and journals.

Section 2: The Society shall conduct its activities solely to promote the above-stated purpose, and this shall in no way be construed as an effort to bring about pecuniary profit.

ARTICLE III: MEMBERSHIP

Section 1: There shall be four classes of members:

- a) A Professional member shall be an individual with residence in North America,
- b) A Student member shall be an individual enrolled in an institution of higher education that is located in North America,
- c) An Emeritus member shall be an individual who has retired, but has previously held membership in NASSM, and
- d) International membership shall be open to individuals with residence in a location other than North America. International members shall have many of the same privileges and responsibilities as Professional members, Student members, and Emeriti members, including voting and the privilege of being nominated for office,

other than President and Treasurer. NASSM will cover expenses up to \$750 US for the fall executive meeting for the International members.

Section 2: Anyone interested in sport management theory and practice shall be eligible for membership.

Section 3: Membership shall become effective when the Treasurer has received that year's dues.

ARTICLE IV: OFFICERS

Section 1: The officers of the Society shall be a President, a Past President, and a President-Elect, a Secretary, a Treasurer, Journal Editors, and four Members-at-Large, all of whom shall be Professional members of the Society. In addition, one Student member of the Society will serve as an officer in the role of Student Representative.

Officers shall be elected annually by the Professional Members (See Article X below). There are special conditions applying to the Editor's and Student Representative's posts (See below).

The President's term of office shall begin at the close of the Annual General Meeting.

The Past President shall be program Chairperson for the annual conference. As Chairperson, the Past President shall select up to eight members to serve as program Committee members (anonymously), direct the process of review of submitted works for presentation, and work in conjunction with the conference site director in arranging the conference according to the NASSM Conference Guidelines.

A President-Elect shall be elected yearly. The President-Elect shall serve as the Chairperson of the ad hoc Committee for the site selection of future NASSM conferences. If desired, the President-Elect shall appoint up to three members for service on the site selection Committee. (See operating codes).

The Editor(s) of the Journal of Sport Management will be selected by the NASSM Executive Council in consultation with and the approval of Human Kinetics Publishers, Inc. The Editor(s) will serve a three-year term, with the option to continue for two additional years subject to the approval of both NASSM Executive Council and Human Kinetics. No Editor or Associate Editor shall serve longer than five consecutive years.

The Associate Editor shall be entitled to attend Executive Council meetings without voting privileges. In the absence of the Editor, the Associate Editor shall serve as the Editor's proxy on matters requiring a vote of Council members.

In the operating code that is developed for the Society's publication function, provision shall be made for a review board reflecting the Society's statement of purpose. The Editor(s) of the JSM will select the Editorial Board with the approval of the NASSM Executive Council and Human

Kinetics Publishers. Members of the Editorial Board will serve a two-year term. They may be re-invited to serve when the previous term expires.

The Secretary shall be elected for a two-year term during odd-numbered years.

The Treasurer shall be appointed by the Executive Council for a three-year term, for no more than two consecutive terms.

Four Members-at-Large shall be elected for two-year terms. Such elections shall be carried out so that the terms are staggered with two ending in odd-numbered years and two ending in even-numbered years.

The Student Representative shall be elected yearly by the student members for a term of one year. The Student Representative may seek re-election and serve a total of two consecutive one-year terms.

Terms of office of elected officers shall begin at the close of the Annual General Meeting at which their election has been officially announced and terminates at the close of the annual meeting at which their successors are elected. An opportunity shall be provided for a joint meeting of the past and new Executive Council members to meet at this time.

A professional member may serve no more than five years in succession in elected positions that carry with them a place on the Executive Council. Once this five-year period has been completed, there must be an intervening period of two years before any position may be held that entitles one to a position on the Executive Council.

Every officer and delegate appointee (e.g., Editor) shall exercise the powers and discharge the duties of office honestly and in good faith. The acts of a member of the Executive Council are valid notwithstanding any defect that may afterwards be discovered in the council member's election or qualifications.

Section 2: The duties of the officers will be described in the operating codes.

ARTICLE V: EXECUTIVE COUNCIL

Section 1: Except as otherwise provided by this constitution, the management of the affairs of the Society shall be vested in the Executive Council.

Section 2: The Executive Council shall consist of the officers of the Society, designated in Article IV, Section 1. A quorum shall be 50% of the Council membership.

Section 3: The Executive Council shall meet at least twice each year. One meeting (Pre-conference meeting) will be held in conjunction with the annual conference of the Society. A second meeting (Fall meeting) will be held approximately six months before the annual conference of the Society. Special meetings may also be called at any time by the President or by any five

members of the Executive Council upon two weeks written notice to each member of the Executive Council.

Section 4: The Executive Council shall provide for filling the unexpired term of any vacancy that may occur in any office of the Executive Council's membership.

Section 5: Decisions of the Executive Council shall be by majority vote of a quorum of those members of the Executive Council present and eligible to vote. A quorum shall be 50% of the Council membership.

Section 6: The Executive Council has the right to invite others to attend Executive Council meetings with the right of audience and debate.

ARTICLE VI: MEETINGS

Section 1: There shall be an Annual General Meeting of the members of the Society. At this time the results of the election for new officers and members of the Executive Council shall be announced. This meeting shall be held at a time and place designated by the Executive Council with the approval of the membership (typically at the annual conference). The President, in consultation with the Secretary, shall arrange the order of business.

Section 2: The members of the Society shall receive notification prior to the meeting of the nominations made in accordance with Article X, Section 2, and any amendments proposed in accordance with Article XI, Section 2, of these By-Laws.

Section 3: The Executive Council of the Society shall present at the Annual General Meeting a report dated as of the close of the immediately previous fiscal year, verified in writing by the President and Treasurer and approved by the Executive Council at its Pre-Conference Meeting just prior to the Annual General Meeting. This report shall show the names and addresses of the members of the Society which shall be filed with the Society's permanent records.

ARTICLE VII: DUES AND FINANCES

Section 1: Annual dues shall be determined for the membership classifications of Professional members, Student member, Emeriti members, and International members.

Section 2: All dues shall be made payable annually as of January 1 in U.S. funds, Canadian Funds, or their equivalent.

Section 3: The fiscal year of the Society shall begin on January 1 and end on the following December 31.

Section 4: A member, who has not renewed membership by payment of the appropriate rate in a letter dated by January 31 or sooner, shall be dropped from the official roster. Such membership may be reinstated at any time before the close of the current fiscal year upon payment of the full amount of dues.

ARTICLE VIII: PUBLICATIONS

Section 1: The Society shall publish journals and a newsletter.

Section 2: The Editor shall have full authority to set editorial policy, seeking advice from the Editorial Board and the NASSM Executive Council.

Section 3: All members in good standing shall receive regular subscriptions to journals and newsletters.

ARTICLE IX: COMMITTEES

Section 1: All standing Committee appointments must be approved by a majority vote of members of the Executive Council. An effort shall be made to involve as many different members as possible on the standing and/or ad hoc Committees. Each Committee shall give a report of the year's activities at the Annual General Meeting.

Section 2: The President will assign an NASSM promotions appointee with responsibilities written into the NASSM operating code --that is, conference promotion, NASSM promotion.

Section 3: The President may appoint a three-person (ad hoc) Budget and Finance Committee, the Chairperson of which shall be the Treasurer. The Treasurer shall provide a financial statement for acceptance at each Executive Council Meeting and Annual General Meeting.

Section 4: The Past President shall select members of the Society to serve as conference program Committee, the Chairperson of which shall be the Past President (see NASSM Conference Guidelines).

Section 5: The President will appoint a Member-at-Large (MAL) to serve as the Chairperson of the Dr. Earle F. Zeigler Lecture Award Nominating Committee. The Committee will also be comprised of the three most recent recipients of the Award and one other MAL. The Committee is responsible for promoting the Award, securing nominees and their vitae, and selecting three nominees for consideration by the Executive Council at the Fall Meeting.

Section 6: The President may appoint one or more ad hoc Committees, with the approval of a majority vote of the Executive Council, to carry out one or more special tasks or projects over a specific time period. Such Committees will terminate at the end of the year in which the reports for such work are submitted for inclusion at the Annual General Meeting.

Section 7: The President will appoint a Member-at-Large (MAL) to serve as the Chairperson of the Dr. Garth Paton Distinguished Service Award. The Committee will also be comprised of one other MAL and the three most recent recipients of the Award. The Committee is responsible for promoting the Award, securing nominees and their vitae, selecting a recipient, and making recommendation to the Executive Council at the fall meeting.

ARTICLE X: NOMINATIONS AND ELECTIONS

Section 1: The Executive Council, with advice from the President at the time of the Annual General Meeting, shall appoint a Nominating Committee consisting of six Professional Members, none of who shall be members of the Council. In the selection of the Committee membership, the Executive Council shall ensure that (a) country of origin, (b) geographical location within the country, and (c) gender are equitably represented in the Committee's complement. This Committee shall elect its own Chairperson and shall function according to an operating code that has been approved by the Executive Council. Committee members shall continue in office for two years (staggered membership) or until their successors have been appointed by the Council.

Section 2: The Chairperson of the Nominating Committee shall issue a call for nominations for the various elective posts on the Executive Council approximately four months prior to the scheduled Annual General Meeting. Such notice shall be sent to all members in good standing and include a standardized, one-page nomination form. A nomination must be accompanied by written permission of the person being nominated. The Nominating Committee Chair shall prepare a ballot and make it available to all members in good standing not fewer than five weeks before the Annual General Meeting.

Section 3: The voting in all elections for offices shall be held in keeping with the rules and regulations of the Committee's operating code. A brief (two page) vita of each candidate according to prescribed format shall be made available to each member along with the means to submit their vote.

ARTICLE XI: AMENDMENTS

Section 1: The President shall from time to time appoint an ad hoc Committee to consider constitutional revision. Initially this shall occur during the second year after the Society has officially been constituted.

Section 2: Any member may propose changes in the Constitution by presenting the proposals to the Secretary in writing not less than two months prior to any Annual General Meeting. The Secretary shall send any such proposals received from the membership to all members not less than thirty nor more than forty days before the meeting. Each proposed change shall then be considered at the meeting and shall become effective by a two-thirds vote of the Members at any Annual General Meeting.

Section 3: The Constitution takes precedence over By-laws

ARTICLE XII: PARLIAMENTARY AUTHORITY

Section 1: The rules of procedure as set forth in Robert's Rules of Order shall govern all meetings of the Society and its constituent Committees. This statement shall prevail insofar as they are not applicable and not inconsistent with this Constitution.

ARTICLE XIII: SEAL

Section 1: The seal of the Society shall be recommended by the Executive Council and adopted by a majority of the members present at the annual meeting at which it is presented for consideration. The seal shall be used on all official transactions and publications. The seal must include (at least) (a) adequate identification, (b) the date of origin, and (c) a symbol depicting the purpose of the Society.

NASPEINASSMISMPRC -NASPE SERVICE AGREEMENT

The National Association for Sport and Physical Education (NASPE) will provide management-administrative services to conduct program review for sport management programs for the period June 30, 1993 to July 1, 1998.

NASPE will:

1. Provide staff support for the Program Review Council and Program Review coordinator.
2. Administer all mailings, lists, correspondence, etc. associated with program review process and maintain files.
3. Develop a fee schedule to be approved by the Program Review Council.
4. Collect all fees from institutions.
5. Establish a restricted account for the finds and make all disbursements from this account.
6. Prepare and submit an annual budget proposal to the Program Review Council. (Budget will include all direct and indirect costs of the Program Review Process and possibly an administrative fee.) The Sport Management Program Review Council (SMPRC) will approve the annual budget.
7. Prepare reports biannually for the Program Review Council.
8. Print and distribute Sport Management Program Standards and Program Review Protocol.
9. Assist the Program Review Coordinator in scheduling workshop sessions at the appropriate conferences (including AAHPERD and NASSM) for reader and folio training.
10. Coordinate dates and makes arrangements for all Program Review Council meetings.
11. Disseminate appropriate information and folio review materials to all readers, Program Review Council members, institutions and others.
12. Preserve confidentiality of all submitted materials.
13. Refer inquiries to appropriate Program Review Council members.

NASPE and the Program Review Council will review the terms of the contract annually. No changes to these terms shall be made without agreement of both the Program review Council and NASPE. At the end of the 4th year (July 1, 1997), the Program Review Council will advise NASPE of terms for renewal of the Contract. NASPE will be given first opportunity to renew the Contract to continue as Administrator of the Program Review Process.

Program Review Council Chair

Date

NASPE Executive Director

Date

Alliance Executive Vice President

Date

AGREEMENT

This Agreement is made between the National Association for Sport and Physical Education, 1900 Association Drive, Reston, VA 22091, herein referred to as NASPE, and the North American Society for Sport Management, Suite 344, 106 Main St., Houlton, ME 04730-9001, herein referred to as NASSM.

WITNESSETH

Whereas, NASPE and NASSM wish to cooperate with each other through joint review of sport management programs at the undergraduate and graduate levels and,

Whereas, NASPE and IVASSM wish to establish, organize and operate a Sport Management Program Review Council (SMPRC) for the purpose of reviewing the above mentioned sport management programs:

Now, therefore, in consideration of the premises and the mutual promises and covenants herein contained, the terms and conditions are set forth herein, as follows:

I. **Term**

- A. This agreement shall begin on the day all appropriate signatures are affixed and shall continue for a period of five years subject to annual review in June of each year by NASPE and NASSM.
- B. Should either participant no longer be able or interested in continuing the project, the non-terminating association will be permitted to continue either on its own or in partnership with another organization or agency of its own choosing. The terminating organization will give one year written notice at the time of the annual review. Therefore this agreement would be null and void effective one year after receipt of written notice by the terminating organization.

II. **Structure and Purpose**

A. Name

The name of the council shall be The Sport Management Program Review Council (SMPRC).

B. Authority and Empowerment

The SMPRC is the policy-setting body and is authorized and empowered to fulfill its obligations by the Board of Directors (the Cabinet of NASPE and Executive Council of NASSM) of the National Association for Sport and Physical Education and the North American Society for Sport Management.

C. Mission and Role of SMPRC

The mission of the SMPRC is to oversee the folio review process for institutions seeking approval of sport management programs at Bachelors, Masters andlor Doctoral levels. In addition, SMPRC shall approve all programs found in compliance with NASPE/NASSM program and curriculum standards for Sport Management Programs.

D. Membership

The membership of the SMPRC shall consist of seven members as outlined in the current Program Approval Process Manual.

Members will represent:

NASPE	3 Members
NASSM	3 Members
Program Review Coordinator	1 Member

Appointment Terms:

Council members shall be appointed by the governing boards of their respective organizations. The Program Review Coordinator will be appointed by the SMPRC.

E. Chairperson

The Program Review Coordinator will serve as Chairperson of the SMPRC.

III. **Administration and Organization**

A. Meetings

The SMPRC shall meet at least twice annually, at the direction of the Program Review Coordinator. Additional meetings shall be held as deemed necessary by the SMPRC.

B. Staff

The SMPRC will identify a vendor for administration and staffing for the Program Review Process.

C. Communication

The SMPRC shall assure that all qualified colleges and universities as well as the membership of NASPE, NASSM and supporting national and state organizations and agencies are informed of the purpose of the program review process and the role and responsibilities of the SMPRC.

D. Finances and Fees

The annual contract for the administration of the program will establish a fee structure for institutions seeking review, which will be approved by the SMPRC. The program administrator shall be responsible for all collection of fees and disbursements associated with administering the program review protocol.

IV. **The Program Approval Program and Process**

A. Voluntary Participation

The program is based on voluntary participation of any institution with sport management program(s).

B. Process

The process is outlined in the current Program Review Process Manual (June, 1993).

V. **Transition**

A. Any program-approval protocol adopted will allow every institution an initial opportunity to earn recognition as an approved program within a finite period of time. No institution, which is in compliance with the Standards, should be penalized because their application is in process while another institutions folio has already been completed. Therefore, a Registry System will be utilized for an initial five year period commencing with this agreement.

B. During this initial five-year period, institutions who complete the Protocol and are approved will be listed as having Approved Programs. Those who are in process will be listed as Registered Institutions.

C. Any institution with a sport management program may request membership in the Registry for the five-year period by meeting the conditions outlined in the current Sport Management Program Approval Process Manual.

VI. **Miscellaneous**

A. Copyright

All materials developed to support the folio review process (standards, Instructional Manuals, etc.) shall be copyrighted and the copyright shall be held in the name of NASPE, an association of the American Alliance for Health Physical Education Recreation and Dance (AAHPERD). Both NASPE and NASSM shall have unlimited access to such materials.

B. NASSM and NASPE recognize that this agreement is between the respective organizations alone. NASSM agrees to look to NASPE only for performance and/or damages or other relief in the event that this agreement is not performed or is breached. NASSM hereby acknowledges that no representations whatever have been made to it to the effect that NASPE's parent organization -The American Alliance

for Health, Physical Education, Recreation and Dance (AAHPERD) -assumes or will assume any liability whatsoever for the performance of this agreement andlor for damages or other remedies in the event of breach or nonperformance. If any such representations have been made, they are hereby disavowed and declared to be of no force or effect. NASSM further acknowledges that it has not been induced to enter into this agreement in any reliance on the AAHPERD or on the relationship between NASPE and AAHPERD.

C. Notice

Any notice, demand, or request, which may be or are required to be given under this agreement, shall be delivered personally or sent by either United States certified mail, postage pre-paid, return receipt requested, or by overnight courier service and shall be addressed at the addresses provided herein below or at such other address as may be designated by written notice. Notices shall be effective upon receipt, unless delivery is refused or cannot be made, in which event, notice shall be effective from the date of mailing. Any notice shall be in writing when mailed or sent by FAX to the following addresses:

NASPE Executive Director
C/O 1900 Association Drive
Reston, VA 22091
FAX: 703-476-9527

NASSM President
C/O Suite 344, 106 Main Street
Houlton, ME 0473 0-9001
FAX: 506-453-35 11

D. Applicable Law

This Agreement and the parties' performance hereunder shall be governed by the laws of the state of Virginia.

E. This agreement contains the entire understanding between the parties and may not be altered or waived except by a writing signed by both parties. No waiver by any party of any right contained in this agreement or of the breach of any term or condition of this agreement will constitute a waiver of, or consent to any subsequent breach of the same or any other right or term or condition of the agreement.

F. Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, may, at the option of the Party making the claim, be settled by arbitration in accordance with the Commercial Arbitration Rules or the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s).

G. Headings

The headings of articles and other subdivisions hereof are inserted only for the purposes of convenient reference and shall not be deemed to govern, limit, modify or in any other manner affect the meaning or intent of any of the provisions of this Agreement or the Agreement itself

Witness our hands and seals on the _____ day of _____, 199_.

NASSM

By: _____
NASSM President

NASPE

By: _____
NASPE Executive Director

Date: _____

Date: _____