

# The Asatru Community(TAC)

## *Bylaws - T&C-PRIVACY AND DATA POLICY*

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Addendum to pre-existing Bylaws: previous Bylaws prior to 2023: at the time of this adoption, only three members of the current seated council are needed to sign this adoption into records.	46

# ARTICLES OF INCORPORATION

## ARTICLE I. NAME OF ORGANIZATION

### Section 1. Name

The name of this organization shall be: The Asatru Community, Inc. The business of the organization may be conducted as The Asatru Community or TAC.

# ARTICLE II. NON-PROFIT NATURE OF THE ORGANIZATION

## Section 1. Non-Profit Purpose

The Asatru Community is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code.

## Section 2. Finances

### 2.1 Compensation for Services Rendered

No part of the net earnings of The Asatru Community shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes outlined in Article II hereof.

### 2.3 How Funds are Used

All funds donated to The Asatru Community for any purpose are to be used at the sole discretion of TAC for religious purposes, organizational needs, or in ways that will benefit the heathen community. The funds may not be used for individual personal gains or any activity that would be considered a “corporate venture,” an investment or any activity that would be seen as a profit. All funds will be used in accordance with IRS Section 501(c)(3).

### 2.4 Financial Reports

A quarterly full summary report must be presented to The Board of Directors by the Treasurer. This report will include all financial transactions within TAC. The Treasurer will, at every meeting, divulge (at a minimum) the current balance in the bank, average monthly revenue, and average monthly expenditures. An organizational general ledger will be maintained by the Treasurer.

**2.4.1 A Itemized reports with specific monetary totals are required for expenses that are not on an automatic withdrawal.**

## **2.5 Finances on Hand**

Funds remain with TAC regardless of who the current Executive Director of TAC is. The account where the funds are held will be left in trust to the High Brighten if no Executive Director is currently in service.

### **2.5.1 Amendment**

Funds remain with TAC regardless of who the current Treasurer of TAC is. The account where the funds are held will be left in trust to the Executive Director if no Treasurer is currently in service.

## **2.6 Financial Disclosure**

TAC will release a quarterly and annual financial statement to Charter Members via the website. Notification will be mentioned in Mimir's Well.

## **Section 3. Non-Political Status**

No substantial part of the activities of The Asatru Community shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

## **Section 4. Maintaining the Mission and Vision**

Notwithstanding any other provision of these bylaws, The Asatru Community shall not carry on any other activities in any substantial degree not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

### **4.1 Statement on Diversity and Inclusion**

The Asatru Community recognizes diversity as a core tenet of our faith and a core value of our ancestors. We cannot flourish in isolation or uniformity, so heathenism must expand to include a wide variety of people and cultivate relationships with our neighboring communities. The Asatru Community is a humanistic (human-centered) organization. We recognize the intrinsic value of all persons in our community, including those with differing ages, physical capabilities, mental capabilities, and traits that may or may not require special accommodations. While many often focus on the popular image of Viking warrior culture, we do not believe this represents the

diversity the ordinary Norse people fostered for thousands of years or the universal identity of modern Norse Paganism.

While a human-centric organization must acknowledge the needs of all its members, it must recognize the role European Colonialism played in conquering the world. This includes understanding its social, cultural, and economic effects and the privileges and oppressive dynamics it creates. Recognizing how European Colonialism influences our society today and what contributions we make is the first step in dismantling cycles of oppression in our community. Practicing self-awareness of our biases is part of our Tenet of Diversity and allows us to create a more peaceful and affirming Heathen identity.

The Asatru Community also seeks to separate Colonial cultural norms from American Heathen cultural norms. We believe that American Heathenry should accommodate the North American populace's naturally diverse and enriching qualities, which colonial ideals do not represent. Therefore, we see the spectrum of gender identities, sexual orientations, and diverse family types as valid and inherently sacred to our humanist identity.

Ultimately, The Asatru Community seeks to provide a community that not only welcomes all heathens but can be shaped and influenced by all Heathens. If our inclusion and diversity policies feel inadequate to the changing times, we will identify defunct ideas and update them at any point.

## **4.2 Statement on Appropriation**

The Asatru Community is committed to empowering and supporting the Peoples from Indigenous and Closed Cultures in their goals for autonomy, self-governance, recognition, and liberation from colonialism's continued social or economic suffering worldwide. This commitment requires consistently acknowledging and seeking to overcome where we may intentionally or unintentionally contribute to systems of oppression. One system of oppression we constantly confront is the detrimental proliferation of Appropriation or Misappropriation of Indigenous beliefs and practices. Through advocacy and allyship, The Asatru Community seeks to form positive relationships with those belonging to Indigenous and Closed Cultural communities. Therefore, it must be stated that advocacy and allyship should always focus on the people and the societal obstacles they face rather than seeking to replicate their traditions for entertainment value or to seek added credibility to our own beliefs and practices. The Education and Appreciation of these cultures should be done in a respectful and noninvasive manner, with active dialogue and collaboration with representatives of these cultures. It is our responsibility as conscious Allies to consistently refuse to participate in the removal of beliefs and practices from Indigenous and Closed Cultural traditions from their proper context. This includes, but is not limited to, the following cultures:

- The First Nations of the Americas
- Black American Cultures and African Cultures
- Hoodoo and Voodoo
- Sami Culture of Scandinavia
- Santeria

- Central American religious and cultural identities
- Aboriginal practices and beliefs from the continents of Australia, Africa, and Oceania - Hinduism
- Tibetan Buddhism
- Judaism
- Romani

#### **4.2.1 Closed Cultures Defined**

Cultures and backgrounds that continue to experience and suffer marginalization due to social, economic, and political systems put into place by American and European Colonialism and who have decreed their beliefs and practices are Closed to those who may not already inherently belong to that Culture by birth or adoption by that Culture.

#### **4.2.2 Appropriation/Misappropriation Defined:**

The use of staple ceremonies, terms, practices, beliefs, ceremonial dress, or proper tools from Closed Cultures outside of the cultural context to which they belong, or the use thereof by persons not educated by a member within that cultural identity with authority to educate and initiate others within these traditions.

### **Section 5. Dissolution of the Corporation**

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such Organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## **ARTICLE III. The Asatru Community's EXPLANATION OF BELIEFS**

### **Section 1. Explanation of Beliefs**

The Asatru Community focuses on religious and spiritual practices of Nordic and Germanic pantheons. Our beliefs include the acknowledgment of the Aesir and Vanir as well as honoring landvættir, wights, and ancestors. We define ourselves as Heathen, Asatru, and/or Norse Pagan.

## **1.1 FREEDOM OF BELIEF**

Although TAC is a heathen organization we do not enforce or push any specific beliefs on those who attend or join TAC. Our path and practices are our own and may be varied from other paths following the same faith. Our beliefs do not infringe on the rights of those who join to freely assemble, to conduct themselves according to their own conscience if they abide by the C.O.C. and Bylaws.

## **1.2 NONDISCRIMINATION**

The Asatru Community affirms and promotes the full participation of persons in all its activities including membership, programming, and the calling of clergy without regard to race, color, gender, physical or mental challenge, sexual orientation, age, identity, class, or national origin.

# **ARTICLE IV. MEMBERSHIP**

## **Section 1. Eligibility for Membership**

### **1.1 Must be an Adult**

Must be 18+ years of age

- [a] or an emancipated minor (See Section 6 of this Article)
- [b] or have written consent by an official guardian and communication between that guardian and The Asatru Community officers (see Section 6 of this Article)

### **1.2 Spiritual Identity Beliefs that align with the Explanation of Beliefs listed in Article III**

### **1.3 Application**

Charter Membership: Applicants are accepted based on the thorough information that is provided via the application. TAC reserves the right to reject any applicant based on lack of information provided. TAC reserves the right to request additional information, put applications into internal review, or decline applicants until such time as we can gather the correct information. Applications can take an indeterminate amount of time to process as we may need to investigate applicants further. Applicants with pending requests that are under review will be sent correspondence. Applicants can appeal the rejection of an application via the appeal process set out in Article XI Appeals. We have the right to deny membership to anyone whom we do not deem fit for membership in The Asatru Community, Inc.

## **1.4 Incarcerated Members**

Members currently incarcerated in correctional institutions may not hold office or be nominated for Election and may only participate in the workshops that the Council designates to be physically or electronically open to them.

# **Section 2. Membership and Annual Dues**

Annual Membership Dues shall be listed as Unrestricted Donations for the utilization of covering operation costs to be determined responsibly by the Officers. To ensure that The Asatru Community Membership is accessible to everyone, dues amounts shall be reviewed every quarter. All dues collected are non-refundable.

## **2.1 Individual Membership**

### **2.1.1 Annual Dues**

Annual Dues shall be determined concerning costs of the Organization and at a reasonable cost for the individual.

## **2.2. Family Membership**

A Family Membership shall be determined to include three adults.

## **2.3 Honorary Membership**

Honorary Memberships may be granted to individuals in the community who have demonstrated a significant contribution to furthering the tenets, mission, and purpose of The Asatru Community, as decided upon by The Asatru Community Council. Honorary memberships are for individuals only and do not include the members, if any, of their households.

## **2.4 Hardship Membership**

### **2.4.1 Hardship Memberships Hardship**

Memberships may be granted case-by-case by the The Asatru Community Council to individuals or families experiencing financial hardship.

### **2.4.2 Application for Hardship Membership**

Application for Hardship Membership should include a description of the situation and why the individual is applying for Hardship Membership to be granted by The Asatru Community Council.

**2.4.3 Application for Hardship shall not have any limit.**

## **Section 3. Privileges of Members**

Members in Good Standing with The Asatru Community are part owners of the Non-Profit Organization under US Law. As such, the following rights and privileges are held by Members.

### **3.1 Voting Rights**

All Members may participate in Voting for Officers and Council Member positions. Each Member is awarded one vote and will be notified appropriately at the time of Voting

### **3.2 Officer Eligibility**

To nominate oneself and others for Election to a place on The Asatru Community Council.

### **3.3 Invitation to Annual General Assembly**

### **3.4 Invitation to Member Meetings**

### **3.5 Religious Affiliation by Law**

### **3.6 Access to Additional Benefits and Resources**

Member's Resources and Benefits shall be determined under that year's Benefits.

### **3.7 e-Publications**

Early and Discounted access to e-publications, newsletters, and all information sent to the Member's Email list.

### **3.8 Other Benefits**

Other benefits and privileges to Members are not explicitly listed here.

## **Section 4. Obligations of Members**

### **4.1 Conduct**

Conduct yourself under The Asatru Community Core Tenets, Code of Conduct, and Signed Inclusion and Diversity Agreement inside and outside of The Asatru Community

### **4.2 Standing**

Remain in Good Standing with The Asatru Community regarding Conduct and Annual Dues.

## **4.3 Public speaking**

Do not speak on behalf of The Asatru Community to any parties, foreign or domestic governments, press, or on behalf of The Asatru Community Officers.

## **4.4 Cooperation**

Cooperate fully and in Frith with the Asatru Community Council when necessary.

## **4.5 Other organizational affiliations**

Maintain appropriate boundaries between yourself and any Groups or individuals that express white nationalist, homophobic, transphobic, ableist, Völkisch, Folkish, or other extremist ideologies that promote discrimination or oppression of protected identities (as defined in the current Code of Conduct).

# **Section 5. End of Membership**

## **5.1 Suspension or Termination of Membership**

Membership may be suspended or ended by a vote of the Asatru Community Council at a special meeting for Conduct in violation of the policies and procedures of The Asatru Community and all applicable local and federal laws.

## **5.2 Motion to Suspend/Terminate**

Motion to Suspend or Terminate an individual's Membership can be initiated by another Member, Chapter Leadership, or by a Member of The Asatru Community Council. A Suspension or Termination must have more than two-thirds of the Council's vote. To investigate the matter, all motions will be treated with respect and due diligence.

### **5.2.1 Grounds for Immediate Suspension/Termination**

#### **5.2.1.1 Participation or Membership with a Hate Group**

#### **5.2.1.2 Charges of Sexual Misconduct**

#### **5.2.1.3 Participation in a Hate Crime**

#### **5.2.1.4 Exhibition of Hate Speech or discrimination towards marginalized individuals**

#### **5.2.1.5 Participation in or Supporting Acts of Terrorism foreign or domestic**

### **5.2.2 Restrictions for Ethical Termination**

The Council may not terminate the Membership status of any individual who has leveraged a formal report or complaint against an Officer or Council Member until the proper Investigations have been concluded and a resolution is reached.

## **5.3 Resignation of Membership**

### **5.3.1 Resignation**

Resignation of Membership can be submitted at any time in writing by a Member to the The Asatru Community or The Asatru Community Council. Upon receiving an official Resignation of Membership, that Member shall be removed from all member lists and mailing lists, and privileges and rights will be revoked.

### **5.3.2 Failure to pay**

Annual dues will also be treated as Resignation of Membership unless The Asatru Community Council is otherwise informed of the intent to apply for Hardship Membership (Section 2.4 of this Article).

### **5.3.3 Refund Policy**

Dues are non-refundable under the 501(c)3 category of The Asatru Community as a Charity. Once Dues are received and Membership granted, it may be revoked or resigned at any time. Resignation or Loss of Membership will not include a refund.

## **Section 6. Minors**

The Asatru Community reserves the right to withhold Membership and Participation of Minors at its discretion. Should Participation or Membership be granted, the Minor will be held to the same standards of Conduct and comportment as all other Participants.

### **6.1 Minors Participating in Groups, Services, or Events**

Parental supervision shall be required for all minors under 15 at events and workshops by The Asatru Community Chapters or public The Asatru Community events. Any Minor participating in The Asatru Community events or groups must first return a "Minor's Permission Form" that includes:

[1] A notarized parent or guardian signature.

In shared custody, parents or guardians must provide separate notarized waivers. And

[2] Audio/Video Conference OR In-person Meeting With The Asatru Community Leadership and at least one Legal Guardian. If conducted by the Chapter, the Leadership is responsible for returning the Permission Form to the appropriate The Asatru Community and retaining it in their records.

### **6.2 Emancipated Minors Applying for Membership**

Minors who have been legally emancipated must:

[a] Submit a Minor's Membership Application with the Emancipation Box checked.

[b] And Provide legal documentation of emancipation along with legal identification and agree to a video chat with The Asatru Community Officers.

# Section 7 Leadership

## 7.1 The Asatru Community Council General Powers

The Asatru Community is a worldwide organization based in the United States of America. The Board is responsible for overall policy and direction of The Asatru Community and delegates responsibility for day-to-day operations to TAC's Directors and committees. The Board shall consist of no less than three (3) nor more than fifteen (15). The number of Directors may be changed from time to time by amendment to these Bylaws.

## 7.2 Executive Officers - Council - Board

Will oversee and provide council for the directors day-to-day operations and ensure all staff and community adhere to the conditions and obligations for The Asatru Community.

1. Jarl/Chieftain/High Brighten/Board Chair - Council Chair can be one or more members of TAC
2. President/Executive Director
3. Treasurer
4. Secretary - Steward of Records and Law Speaker
5. Director of Religious Affairs & Education
6. Director of Public Relations
7. Director of Military Affairs and Veterans Outreach
8. Director of Membership/Director of Administrative Services

### 7.2.1 Non-Council - Board Positions

- Chair of Ambassador Program
- Military Liaison
- Social Media Team
- Mimirs Well Editor
- Membership Management/Administrative Team

## 7.3 Requirements, Qualifications, and Tenure

Officers and Directors must be Members in good standing of The Asatru Community for a minimum of one year prior to holding a position on the Board. Individual Board members shall be appointed by majority vote of the Board and will be ratified by a vote of confidence from the membership after a service of six months. All Board members shall serve two-year terms, with no limit on the number of consecutive terms they may serve. This policy will be reviewed by the Board every two years to ensure it remains aligned with the organization's needs and objectives.

## **7.4 Duties and Responsibilities Expected from Council Directors**

The Council shall serve its Members, Clergy, Staff, and Volunteers faithfully with a commitment to its Tenets first and approaching the Mission and Vision second. The Council of Directors is legally and ethically responsible for the Organization's activities.

### **7.4.1 Protections**

No member or non-member of TAC shall, by force or coercion, be required to participate in any event or proceeding which may be deemed to be in conflict with, or in opposition to, the by-laws of TAC or the Asatru/Heathen religion in general. This includes, but not limited to, involuntary service of any kind requiring the use and administration of otherwise binding oaths not based on the tenets and beliefs of the Asatru/Heathen religion in any fashion.

## **7.5 Powers Granted**

The Officers shall be granted all appropriate powers needed to conduct the running and operating of the Organization within accordance with its Bylaws. All powers not expressly given are granted unless specifically prohibited.

## **7.6 Council Positions**

### **7.6.1 The High Brighten**

The High Brighten: The High Brighten (HD) will hold a seat on the Board of Directors. The HD, or designated representative, will attend all Board meetings, all oversee the activities of the Board within the bounds of ethics. It will be the duty of the High Brighten to judge and speak out on anything they consider to be unfair, unethical, and/or biased in any way. The High Brighten holds one vote on the Board of Directors. The High Brighten will ensure that the By-Laws and the Social Media Code of Conduct is also being followed by the Board and will represent the membership of TAC so the members will have a direct representative voice at all times.

### **7.6.2 President/Executive Director**

The duties of the President/ED shall be to oversee and direct new projects to ensure that all projects fit into the general direction of TAC. Leads the organization in strategic planning. In consultation with the director and board members, the board president sets short- and long-term goals to ensure the organization is mission-centered and outcome-oriented. The President/ED is responsible for tracking organizational progress and evaluating the completion of established goals. This includes but is not limited to

- Leading the organization in strategic planning
- Ensuring effective external communications about the organization and its mission, priorities, importance, programs, and activities.
- Championing the organization and advocating its mission to internal and external stakeholders
- Serving as a tiebreaker in the event there should not be a majority in a vote

### **7.6.3 Treasurer**

The duties of the Treasury shall oversee finances, and IRS information. This includes but is not limited to

- Oversight of all revenues and expenses and creating financial statements.
- Providing a full financial report to the board of directors annually.
- Working with the directors to draft annual and project budgets.
- Seeking approval from the board on the annual budget.

### **7.6.4 Secretary - Steward of Records and Law Speaker**

The Steward shall be responsible for keeping account of all meetings, scheduling, events, and the yearly calendar for The Asatru Community Council. The Steward is also responsible for maintaining a detailed report of all meetings, minutes, records, and documents related to the operations of the Organization.

During the General Assembly, the Steward shall also serve in the capacity of Law Speaker and uphold the bylaws and procedures of the Assembly, including Voting, in addition to ensuring compliance with the governing body's laws.

### **7.6.5 Director of Education**

The Director of Education is responsible for developing, implementing, and evaluating educational strategies to promote the understanding and practice of Asatru within the community in parallel with the Director of Religious Affairs. The Director of Education collaborates closely with community leaders, educators, and volunteers to ensure the delivery of high-quality educational content and experiences that align with the organization's mission and values. Responsibilities include but are not limited to the following:

- Educational Program Development
- Instructional Leadership
- Curriculum Implementation
- Outreach and Community Engagement
- Evaluation and Assessment
- Resource Management
- Collaboration and Teamwork
- Professional Development
- Record-keeping and Reporting

### **7.6.6 Director of Religious Affairs**

The Director of Religious Affairs is responsible for establishing a spiritual and religious community that represents and emphasizes the tenets, mission, and vision of The Asatru Community in parallel with the Director of Education. They will be accountable for creating religious material, curriculum, clergy programs, training, and other educational material to teach the beliefs of The Asatru Community. The Religious Education Director shall ethically and responsibly lead by example and provide academic education and spiritual guidance for the advancement of Members and the Asatru Community

#### **7.6.6.1 Chair of Ambassador Program**

#### **7.6.7 Director of Public Relations**

The Public Relations director is responsible for written, audio, and visual media production by The Asatru Community. They shall plan and ensure the regular media publication, recruit new talent and media creators representing the Tenets, Mission, and Vision of The Asatru Community, and manage other Media and Publications Personnel.

##### **7.6.7.1 Social Media Team**

##### **7.6.7.2 Mimirs Well Editor**

#### **7.6.8 Director of Military Affairs and Veterans Outreach**

The Director of Military Affairs and Veterans Outreach is responsible for leading and coordinating the organization's military-focused initiatives and outreach programs. This position is responsible for developing and implementing strategies to support active military personnel, veterans, and their families. The Director of Military Affairs and Veterans Outreach collaborates with internal and external stakeholders to provide comprehensive resources, services, and advocacy to enhance the well-being and support of the military community.

##### **7.6.8.2 Military Liaison**

#### **7.6.9 Director of Membership / Director of Administrative Services**

The Director of Membership is responsible for administrative and operational oversight. This includes but is not limited to managing membership applications. The Director of Membership is also responsible for developing and executing strategies to attract, engage, and retain members within the organization. This leadership position oversees the membership lifecycle, from recruitment and onboarding to ongoing engagement and renewal. The Director of Membership collaborates with various departments and stakeholders to enhance the value proposition for members, drive membership growth, and foster a strong sense of community and belonging.

##### **7.6.9.1 Membership Management/Administrative Team**

## **ARTICLE V. Affiliated Organizations**

### **Section 1. Affiliated Organizations**

The Asatru Community will have the authority to establish an official affiliate relationship with inclusive Kindreds, Hofs, etc referred to as Affiliated Organizations (A.O.). Affiliated Organizations are legally affiliated via the official Charter document with The Asatru Community to establish a local religious organization that conducts services and Community under The Asatru Community and in the The Asatru Community tradition.

## **1.1 Requirements for Affiliated Organizations**

- [a] Must have a tax ID.
- [b] Must identify as a Religious/Spiritual group that conducts meetings for the spiritual community.
- [c] Must have at least 3 Members.
- [d] Must identify with the Explanation of Beliefs outlined in Article III.

## **1.2 Application**

You will be required to submit the following for review by the The Asatru Community Council for Approval:

### **1.2.1 Filled out Application**

### **1.2.2 Inclusion and Diversity**

- [A] Return a Signed Inclusion and Diversity Agreement from TAC  
or
- [B] Provide a Statement on Inclusion and Diversity that will be publicly available from the A.O.

### **1.2.4 Bylaws that meet the Current Criteria for approval.**

## **1.3 Affiliated Organization Orientation and Approval**

Once an A.O. has submitted its Application and been accepted, the Leadership of that applicant Chapter will begin the Orientation and Approval Process.

### **1.3.1 Orientation**

At the time of beginning Orientation, the applicant A.O. will be assigned to a Liaison to assist them through the orientation process. Orientation consists of a brief curriculum designed to prepare the Leadership for conducting spiritual services and maintaining a welcoming and dignified atmosphere. Ambassador training for one or more members of A.O. leadership is recommended.

### **1.3.2 Approval**

Once orientation has been completed, the Liaison will recommend that A.O. for approval following meeting Affiliated Organization Standards of The Asatru Community.

## **Section 2. Rights of Affiliated Organizations**

### **2.1 Determination of Beliefs**

To determine the practices, beliefs, holidays, procedures, and stances of your A.O. provided that they adhere to and adequately represent The Asatru Community Code of Conduct and Core Tenets.

### **2.2 Financial Autonomy**

To collect money and funds for the running of that Affiliated Organization from its Members without tithe requirements or financial obligations to The Asatru Community with the Exceptions of:

[a] Annual Dues to retain Chapter.

### **2.3 Access to Resources**

To receive publications, newsletters, and other resources as they are distributed for free.  
Access to Kindred resources.

### **2.4 Events**

Discounted tickets to retreats, workshops, charity events and more..  
Ability to share and promote events within The Asatru Community Charter spaces.

### **2.5 Digital Access**

Access to Member's Only Areas AND Kindred Areas of the The Asatru Community Website

### **2.6 Other Benefits**

Other Benefits not listed here but may be added with the growth of the Organization.

## **Section 3. Obligation of Affiliated Organization**

### **3.1 Annual Dues of Affiliated Organization**

Annual dues for Affiliated Organization will be determined according to the size brackets of the A.o. and concerning the costs to the Organization.

### **3.2 Continued Spiritual Leadership Education**

All shall be required to attend several online workshops per year on subjects that pertain to facilitating spiritual communities.

### **3.3 Conduct**

Conduct yourself following The Asatru Community's Explanation of Beliefs, Core Tenets, Code of Conduct, and signed Inclusion and Diversity Agreement inside and outside the The Asatru Community community.

### **3.4 Remain in Good Standing**

Remain in Good Standing with The Asatru Community regarding Conduct as well as Annual Dues.

### **3.5 Press and Public Speaking**

Do not speak on behalf of The Asatru Community to any parties, foreign or domestic, governments, press, or on behalf of The Asatru Community Officers.

### **3.6 Cooperate with the Council**

Cooperate fully and in Frith with the The Asatru Community Council when necessary.

### **3.7 Boundaries**

Maintain appropriate boundaries between the Chapter and any Groups or individuals that express extremist ideologies that promote discrimination, intimidation, or oppression of protected identities (as defined in the current Code of Conduct).

### **3.8 Update Council with Updated Bylaws**

When the Bylaws of the Chapter are updated, amended, or ratified, supply an updated copy to The Asatru Community's Council within 60 days.

### **3.9 Update Council with Leadership Changes**

When officers and leadership change, notify The Asatru Community Council in writing of the changes.

### **3.10 Immediate Notification Requirements**

Notify The Asatru Community Council immediately of any of the following:

- [a] Legal Action taken against the Chapter
- [b] Criminal Activity in which the Chapter may be directly or Indirectly Involved.
- [c] Incidents that arise within your Chapter and how they are being addressed.
- [d] Removal of any individual from Membership for conduct mentioned in Clause 4.2.2 of this article
- [e] Removal of any individual from Chapter Leadership and reason for termination.
- [f] Interaction with the Press or Authorities for any reason.
- [g] Dissolution of Chapter

## Section 4. End of Affiliated Organization

### 4.1 Suspension or Termination of Affiliated Organization

Chapter status may be suspended or ended by a vote of the The Asatru Community Council at a special meeting for Conduct in violation of the policies and procedures of The Asatru Community and all applicable local and federal laws.

### 4.2 Motion to Suspend/Terminate

Motion to Suspend or Terminate a Affiliated Organization can be initiated by another Member, Affiliated Organization Leadership, or by an officer of The Asatru Community Council. All motions will be treated with respect and due diligence to investigate the matter. A Suspension or Termination must have more than two-thirds of the Council's vote.

#### 4.2.1 Right to be Heard

Any Affiliated Organization has a right to have its defense heard by the The Asatru Community Council. This can be submitted in writing, conducted via a video call, by phone, or in person before the Council.

A.O. Leadership will present their case and either:

- [a] Reach a resolution and remain an Affiliated Organization under The Asatru Community
- [b] Fail to reach a resolution and face a Vote of No Confidence.

#### 4.2.2 Grounds for Immediate Suspension/Termination

**4.2.2.1 Displaying ideologies, teachings, or practices that violate the Inclusion and Diversity Agreement.**

**4.2.2.2 Contributing to, engaging with, promoting, or otherwise supporting Groups that promote ideologies, teachings, or practices that violate the Inclusion and Diversity Agreement.**

**4.2.2.3 Involvement in organizing or participating in Hate Crimes, movements or events that are meant to endanger or discriminate against marginalized groups or individuals.**

**4.2.2.4 Allowance of the presence of an unemancipated Minor at Chapter Events or meetings without the explicit permission of a legal Guardian.**

### 4.3 Resignation

#### 4.3.1 Submitted Resignation of Chapter

Resignation of the Chapter can be submitted at any time in writing, signed by all acting Chapter leadership to the The Asatru Community Council. Upon receiving an official Resignation of the Chapter, that group shall be removed from all member lists and mailing lists, and privileges and rights will be revoked.

#### **4.3.2 Failure to pay**

Failure to pay annual dues will also be treated as a Resignation of the Chapter. Dues are non-refundable under the 501(c)3 The Asatru Community as a Charity category. Once Dues are received and Membership granted, it may be revoked or resigned at any time. Resignation or Loss of Membership will not include a refund.

### **Section 5. Affiliated Organization Leadership**

#### **5.1 Responsibilities of Affiliated Organization Leadership**

**5.1.1 Embody the Tenets and spirit of The Asatru Community in all community areas, in and outside spiritual spaces.**

**5.1.2 Abide and adhere to the Inclusion and Diversity Agreement.**

**5.1.3 Uphold the Code of Conduct and the intent therein.**

## **ARTICLE VI. Fellowships, Events and Holidays**

### **Section 1. Fellowship Groups**

#### **1.1 Fellowships Defined**

The Asatru Community members hold groups with the intent to engage in spiritual community and discussion but without the goal of keeping religious services open to the public.

#### **1.2 Requirements**

**1.2.1 Facilitator(s) must hold a Membership in Good Standing with The Asatru Community**

**1.2.2 Register your fellowship with The Asatru Community**

## **1.3 Obligations of Fellowships**

**1.3.1 Exhibit Conduct following The Asatru Community Tenets, Vision, and Purpose.**

**1.3.2 Abide by The Asatru Community Code of Conduct.**

**1.3.3 Must not charge or accept any compensation in exchange for attendance to Fellowship meeting attendance**

## **Section 2. Events Safety**

### **2.1. Maintaining the Safety of Physical Spaces**

The Asatru Community reserves the right to maintain the safety of spaces established for spiritual community, education, events, or other meetups in physical areas for all people present. This shall be upheld by showing an expected Code of Conduct within such spaces and taking appropriate action when violations of that Code of Conduct occur or when the imminent safety of those present is put in question. When necessary, those tasked with upholding the security of such places will notify appropriate law enforcement of incidents and provide documentation.

#### **2.1.1 Member sponsored events**

The Asatru Community shall not be liable for any injuries, losses, or damages arising out of or in connection with any member-sponsored event. This includes but is not limited to, injuries caused by the negligence of the The Asatru Community, its employees, or its volunteers.

### **2.2 Maintaining the Safety of Non-Physical Spaces**

The Asatru Community reserves the right to maintain the safety of spaces established for spiritual community, education, events, or other meetups in non-physical spaces for all people present. This shall be upheld by showing an expected Code of Conduct within such areas and taking appropriate action when violations of that Code of Conduct occur or when the imminent safety of those present is put in question. When necessary, those tasked with upholding the security of such places will notify appropriate law enforcement of incidents and provide documentation.

### **2.3 Addressing Bias Incidents, Hate Speech, and Discrimination**

The Asatru Community shall immediately address bias incidents, discrimination, and anything deemed as 'Hate Speech' under the current Code of Conduct. Protocols for appropriately addressing these situations shall be determined and overseen by the Social Justice Director.

## **2.4 Right to Removal**

The Asatru Community reserves the right to immediately remove any individual from their spaces, physical or non-physical, for any reason. That individual may petition an investigation regarding their removal or the incident in question by the appropriate committees.

# **Section 3 Holidays and Gatherings**

Because holiday practices of the ancient Norse were unique to the region and cultures of their 3 specific geographical location, the holidays presented here by The Asatru Community blend the traditions

from North America with the practices and beliefs of the Ancient Norse. While we believe the holidays established here accurately represent the traditions of the modern American Heathen, practitioners shall still personally determine which holidays they are to observe and how.

### **3.1 Blots and Feasts**

Blots and Feasts are considered High Days. "Blot" is an Old Norse word that means "offering" or "sacrifice." Blot in The Asatru Community practices includes offerings made to the spirits and powers of the land and Nordic Folklore.

### **3.2 Festivals and Fests**

Festivals and Fests are considered Low Days and are, by nature, less traditional and more exuberant. Fests often include the secular fun and mirth that is already ingrained in American Culture.

### **3.3 Conducting Religious Services (Blot)**

The role of Officiant is specific to TAC-facilitated, sponsored, or affiliated events and is not a permanent position within The Asatru Community. A Blot Officiant is temporarily selected by the group to serve as Master of Ceremonies solely for the duration and purpose of the ritual. The Officiant is fully responsible for conducting the Blot and ensuring it occurs under dignified conditions, in accordance with the guidelines outlined in Section 3.6 of this Article.

### **3.4 Selection of Officiant**

Selection of a Blot Officiant should take place through a voluntary nomination and subsequent popular vote with enough time for the individual to prepare. Individuals selected to Officiate the Blot must be 18+ years of age and follow all Tenets and Articles herein regarding The Asatru Community.

### **3.5 Loss of Eligibility for Officiating**

For TAC-facilitated, sponsored, or affiliated events, any member wishing to report an Officiant for inappropriate conduct may submit a written report to The Asatru Community Council. If The Asatru Community receives a report of improper conduct exhibited by a Blot Officiant during such events, the Council reserves the right to remove this individual from eligibility to act as a Blot Officiant in future TAC-sponsored, facilitated, or affiliated activities. The Council may require an Officiant to submit a criminal background check at any time. Any person who has been rejected or removed as a Blot Officiant by The Asatru Community Council retains the right to challenge their case, which will be handled in accordance with the procedures for exclusion cases.

## **ARTICLE VII. PARTNERS**

### **Section 1. Partnerships**

The Asatru Community shall have the authority to establish meaningful Partnerships that align with our mission, vision, tenets, and goals.

### **Section 2. Common Types of Partnerships**

Common types of partnerships will include, but are not limited to, partnering with:

**2.1 Corporations, Organizations, and Businesses**

**2.2 Religious Faith Organizations**

**2.3 Nations and Sovereign Entities**

**2.4 Other Collectives and Initiatives**

**2.5 Ambassadors or Liaisons**

**2.6 Individuals of Merit and Distinction**

## **Section 3. Expectations of Partners**

**3.1 Sign a copy of our Inclusion and Diversity Agreement**

**3.2 Exhibit Conduct that follows The Asatru Community Vision and Purpose.**

**3.3 Maintain appropriate boundaries between yourself and any Groups or individuals that express white nationalist, homophobic, transphobic, ableist, "Völkisch," Folkish, or other extremist ideologies that promote discrimination or oppression of protected identities (as defined by the current Code of Conduct).**

**3.4 Must not accept funding, either via donation or direct financial Investment or any money of significant worth from any entities who are found to promote extremist ideologies that encourage (directly or indirectly) violence or discrimination.**

**3.5 Must not accept funding, either via donation or direct financial Investment, any money of significant worth from any entities who are found to engage in or promote Hate Crimes.**

**3.6 A clear and present desire to work with The Asatru Community.**

## **Section 4. End of Partnership**

### **4.1 Suspension or Termination of Partnership**

Partnership status may be suspended or ended by a vote of The Asatru Community Council at a special meeting for Conduct in violation of the policies and procedures of The Asatru Community and all applicable local and federal laws.

### **4.2 Motion to Suspend/Terminate**

Motion to Suspend or Terminate a Partnership can be initiated by another Member, Chapter Leadership, or by an officer of The Asatru Community Council. To investigate the matter, all motions will be treated with respect and due diligence. A Suspension or Termination must have more than 51% of the Council's vote.

### **4.3 Right to be Heard**

Any Partner has a right to have their defense heard by The Asatru Community Council. This can be submitted in writing, conducted via a video call, by phone, or in person before the Council.

The Leadership of the Partnering entity will present their case, and either

[a] Reach a resolution and remain a Partner under The Asatru Community

[b] Fail to reach a resolution and face a Vote of No Confidence.

### **4.4 Grounds for Immediate Suspension/Termination**

**4.4.1 Displaying ideologies, teachings, or practices that violate the Inclusion and Diversity Agreement.**

**4.4.2 Contributing to, engaging with, promoting, or otherwise Supporting Groups that promote ideologies, teachings, or practices that violate the Inclusion and Diversity Agreement.**

**4.4.3 Involvement in organizing or participating in Hate Crimes, Movements, or Events meant to endanger or discriminate against marginalized groups or individuals.**

**4.4.4 Direct or Indirect Involvement in Terrorism against marginalized groups.**

**4.4.5 Leadership involvement in sexual assault, rape, sexual involvement with a minor, or other sexual misconduct.**

## **ARTICLE VIII. CLERGY**

### **Section 1. Role of Clergy**

Because The Asatru Community places emphasis upon the experiences of the individual, a The Asatru Community practitioner need not go through a Clergy intermediary to connect with the Norse Powers. The Asatru Community Clergy may facilitate ceremonial events such as blots, celebrations, marriage ceremonies, naming ceremonies, and funerary rites. Clergy is not a position of authoritarian

Leadership in The Asatru Community, but a service fulfilled at a group or individual's request for the public ceremony and trained clergy services.

### **Section 2. Clergy Program**

The Asatru Community will have the ability to establish a Clergy Program designed and maintained by the Religious Education Director.

## **Section 3. Application for Clergy**

### **3.1 Eligibility**

Any Member in Good Standing with The Asatru Community over 18 years of age may apply for Clergy Status through the Clergy Program.

### **3.2 Application and Clergy Program Access**

#### **3.2.1 Application**

Application and Inclusions and Diversity Agreement must be filled out, signed, and submitted to be considered for a Clergy Member of The Asatru Community. The Council may request a criminal record check for an applicant or approved Clergy.

#### **3.2.2 Clergy Program Access**

Once the Application is approved for The Asatru Community Clergy Training Program, they will have immediate access to workshops, coursework, resources, and educational material to prepare them for their role as Clergy.

### **3.3 Obligations of Clergy**

#### **3.3.1 Conduct**

The Clergy must always uphold and represent the Tenets (Section 2) and Code of Conduct 2 of The Asatru Community. Appropriately represent this faith organization when performing private ceremonies and when participating in the world.

#### **3.3.2 Continued Spiritual Leadership Education**

Clergy shall be required to attend several online workshops per year on subjects that pertain to facilitating spiritual communities.

### **3.4 End of Clergy Status**

#### **3.4.1 Suspension or Termination of Clergy Status**

The Asatru Community may Suspend or Terminate the Clergy Status of an individual by a vote of the Asatru Community Council at a special meeting for Conduct in violation of the Tenets, Code of Conduct, and Bylaws, or for violating the ethical trust placed on the role of Clergy, or thereby the violation of local, state or federal laws that apply to the place of residence.

#### **3.4.2 Motion to Suspend/Terminate**

A petition to Suspend or Terminate an Individual's Clergy Status may be submitted to the Council for consideration by any Member in Good Standing of The Asatru Community with the references to violations of the Tenets, Code of Conduct, Bylaws or for violating ethical trust

expected by Clergy, or thereby the violation of local, state or federal laws that apply to the place of residence. Such a petition will be investigated with discretion and respect to the privacy and safety of all parties involved.

### **3.4.3 Resignation**

Resignation by Clergy can be submitted at any time in writing, signed by all acting Chapter leadership to the Asatru Community Council. Upon receiving an official Resignation of the Chapter, that group shall be removed from all member lists and mailing lists, and privileges and rights will be revoked.

## **ARTICLE IX. REGIONAL OFFICES**

### **Section 1. Regional Offices Creation**

The Asatru Community Council shall be granted powers to create and expand Regional Offices as needed for the growth of the Organization.

## **ARTICLE X. COMMITTEES**

### **Section 1. Committees Creation**

The Asatru Community Council shall be granted powers to create and expand Committees as needed for the growth of the Organization.

## **ARTICLE XI. VOTING, RESIGNATION, AND REMOVAL**

### **Section 1. Voting**

#### **1.1 Elections Officer**

The Elections officer shall be selected on a volunteer basis to officiate the election process.

## 1.2 Election Protocol

Ninety days before the Elections, the Law Speaker will notify all Members, Officers, and Staff of the date of elections and request nominations be submitted no later than 30 days before the Elections.

## 1.3 Voting Protocol

Voting is not mandatory to maintain Membership in Good Standing. 30 Days before Elections, the Members with the most nominations will be placed on an electronically delivered ballot to all Members of The Asatru Community along with a set deadline for Voting Completion. Majority Votes for a single nominee eligible for Election will earn the position. In the event of a tie, Council Members will perform a tie-break vote according to the number of votes awarded. In the event of a filibuster, the outcome shall be determined by a die roll, coin flip, rune casting, or other appropriate chance methods.

Votes Awarded:

- Members 1 vote each
- Staff 1 vote each
- Council Members 1 vote each

# Section 2. Resignation and Removal

## 2.1 Suspension or Termination of Council Status

The Asatru Community may Suspend or Terminate Council Member Status or Advisory Council Status by a vote of No Confidence by the Asatru Community Council at a special meeting.

This can be due to any of the following:

- Violation of the Tenets, Code of Conduct, or Bylaws.
- Violating ethical trust placed by other Staff Members.
- Violation of local, state, or federal laws that apply to the place of residence.
- Violation of the Inclusion and Diversity Agreement
- Violation of Non-Disclosure/Non-Compete Agreement
- Failure to perform the needed responsibilities and duties of their office.
- Irreconcilable Differences relating to professionalism, ethics, or alignment of beliefs.

## 2.2 Motion to Suspend/Terminate

A petition to Suspend or Terminate an Individual's Council Status may be submitted to the Council for consideration by any Member or Council Member in Good Standing.

### 2.2.1 Submitted by Staff or Council

A petition must be submitted by Staff Personnel detailing their reasons for submission and request for review by the Council for a Vote of No Confidence. At a Special Council Meeting, the petition and supporting information shall be read and reviewed. If necessary, further

investigation should take place. If no other research is deemed necessary, the Council shall vote. A Vote of No Confidence needs at least 61% majority.

### **2.2.2 Submitted by Members**

A petition submitted by members must have at least 33% of the Membership population of The Asatru Community to have a Mandatory Special Council Meeting to review the petition and its contents. If deemed necessary by the Council, further investigation will be conducted. If no further research is needed, Council may vote regarding Council Member removal.

### **2.3 Resignation**

Any Member of the Council may resign their Council Status at any time by submitting their resignation in writing (electronically, certified mail, or in person) to the High Drighten.

### **2.4 Transitional Periods**

All Council Members agree to a minimum 60-day transition period to provide necessary information and training to their successor and attend exit interview meetings. Upon leaving, Council Members will return all property, documentation, and data that belongs to The Asatru Community and agree not to redistribute or otherwise share copyrighted information. All Non-Disclosures and Non-Compete Agreements remain in effect until their termination date on the signed document.

## **ARTICLE XII. CONFLICT OF INTEREST AND COMPENSATION**

### **Section 1. Purpose**

The purpose of the conflict of interest policy is to protect this tax-exempt Organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization 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 relevant to non-profit and charitable organizations.

### **Section 2. Definitions**

**Interested Person.** Any director, principal officer, or Member of a committee with governing Council delegated powers has a direct or indirect financial interest, as defined below, is an interested person.

## **2.1 Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, Investment or Family:

**2.1.1 An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,**

**2.1.2 A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or**

**2.1.3 A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or agreement.**

## **2.2 Compensation**

Includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

## **2.3 Financial interest**

Not necessarily a conflict of interest. Under Article III, Section 2, a person with a financial interest may have a conflict of interest only if the appropriate governing Council or committee decides that a conflict of interest exists.

## **Section 3. Procedures**

### **3.1 Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be allowed to disclose all material facts to the directors and committees of committees with governing Council delegated powers considering the proposed transaction or arrangement.

### **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 person, they shall leave the governing Council or committee meeting while determining a conflict of interest is discussed and voted upon. The remaining Council or committee members shall decide if a conflict of interest exists.

### **3.3 Procedures for Addressing the Conflict of Interest**

**3.3.1. The Chairperson of the Governing Council or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.**

**3.3.2 After exercising due diligence, the governing Council or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.**

**3.3.3 If a more advantageous transaction or arrangement is not reasonably possible under the circumstances not producing a conflict of interest, the governing Council or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall decide whether to enter into the transaction or arrangement.**

### **3.4 Violations of the Conflicts of Interest Policy**

**3.4.1 If the governing Council or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the Member of the basis for such belief and allow the Member to explain the alleged failure to disclose.**

**3.4.2 If, after hearing the Member's response and after making further investigation as warranted by the circumstances, the governing Council or committee determines the Member 0 has failed to disclose an actual or possible conflict of interest, it shall take appropriate 4 disciplinary and corrective action.**

## **Section 4. Records for Proceedings**

### **4.1 The minutes of the governing Council and all committees with Council delegated powers shall contain**

**4.1.2 The names of the persons 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 is taken to determine whether a conflict of interest was present, and the governing Council's or committee's decision as to whether a conflict of interest in fact existed.**

**4.1.3 The names of the persons 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.**

## **Section 5. Compensation**

**5.1 A voting member of the governing Council who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters about that Member's payment.**

**5.2 A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on issues about that Member's payment.**

**5.3 No voting member of the governing Council or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding payment.**

**5.4 No Officer, Director, or Charter Leadership shall request or accept compensation directly from Members or Service Attendees. All payment for Membership or other purchased products or services must go through the Organization rather than any individual.**

## **Section 6. Annual Statements**

Each director, principal officer, and Member of a committee with governing Council delegated powers shall annually sign a statement that affirms such person:

**6.1 Has received a copy of the conflicts of interest policy,**

**6.2 Has read and understands the policy,**

**6.3 Has agreed to comply with the policy, and**

**6.4 Understands that the Organization is charitable, and to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more tax-exempt purposes.**

## **Section 7. Periodic Reviews**

To ensure the Organization 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 regular reviews shall, at a minimum, include the following subjects:

### **7.1 Annual Conflict of Interest Attestation**

An Annual Conflict of Interest Attestation form shall be filled out and submitted by each Officer and Council Member, with the purpose being to identify and disclose any possible conflicts of interest that may be present.

## **Section 8. Use of Outside Experts**

When conducting the periodic reviews in Section 7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing Council of its responsibility for ensuring periodic reviews are conducted.

# **ARTICLE XIII. INDEMNIFICATION**

## **Section 1. Definitions**

For purposes of this Article:

### **1.1 Leadership**

The terms "director," "officer" or "chairperson," or "council member" shall include a person who, while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, other enterprises, or employee benefit plan. A director or officer shall be considered to be serving an employee benefit plan at the request of the Corporation if his or her duties to the Corporation also impose duties on or otherwise involve services by them to the plan or participants in or beneficiaries of the plan. The term "director or officer" shall also include a director or officer's estate or personal representative unless the context otherwise requires.

### **1.2 proceeding**

The term "proceeding" shall mean any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, whether formal or informal, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

### **1.3 party**

The term "party" includes an individual who is, was, or is threatened to be made a named defendant or respondent in a proceeding.

### **1.4 liability**

The term "liability" shall mean any obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed concerning an employee benefit plan), or reasonable expense incurred concerning a proceeding.

### **1.5 official capacity**

When used concerning a director, the phrase "official capacity" shall mean the office of director in the Corporation, and, when used concerning a person other than a director, shall mean the office in the Corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Corporation, but in neither case shall

include service for any foreign or domestic corporation or for any partnership, joint venture, trust, employee benefit plan, or other enterprises.

## **Section 2. General Provisions**

The Corporation shall indemnify any person who is or was a party or is threatened to be made a party to any proceeding because of the fact that such person is or was a director or officer of the Corporation against expenses (including attorneys' fees), liability, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding if such person:

[a] conducted himself in good faith

[b] reasonably believed, in the case of Conduct in his or her official capacity with the Corporation, that his or her Conduct was in the best interests of the Corporation, and, in all other cases, that his or her Conduct was at least not opposed to the best interests of the Corporation, and

[c] with respect to any criminal proceeding, had no reasonable cause to believe that his or her Conduct was unlawful. However, no person shall be entitled to indemnification under this Section 2 either:

[c.1] in connection with a proceeding brought by or in the right of the Corporation in which

the director or officer was adjudged liable to the Corporation or

[c.2] in connection with any other proceeding charging improper personal benefit to the director or officer, whether or not involving action in their official capacity, in which they are ultimately adjudged liable on the basis that they improperly received a personal benefit. Indemnification under this Section 2 in connection with a proceeding brought by or in the Corporation's right shall be limited to reasonable expenses incurred in connection with the proceeding. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith or otherwise failed to meet the standard of Conduct outlined in this Section 2.

## **Section 3. Successful Defense on the Merits; Expenses**

To the extent that a director or officer of the Corporation has been wholly successful on the merits in defense of any proceeding to which he or she was a party, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with such proceeding.

## **Section 4. Determination of Right to Indemnification**

Any indemnification under Section 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in each specific case upon a determination that indemnification of the director or officer is permissible under the circumstances because such person met the applicable standard of Conduct outlined in such Section 2.

Such determination shall be made.

[a] by The Asatru Community Council by a majority vote of a quorum of disinterested directors who at the time of the vote are not, were not, and are not threatened to be made parties to the proceeding, or

[b] if such a quorum cannot be obtained, by the vote of a majority of the members of a committee of the Asatru Community Council designated the Council, which committee shall consist of two or more directors who are not parties to the proceeding (directors who are parties to the proceeding may participate in the designation of directors to serve on such committee), or

[c] if such a quorum of The Asatru Community Council cannot be obtained or such a committee cannot be established, or even if such a quorum is obtained or such a committee is so designated, but such quorum or committee so directs, then by independent legal counsel selected by The Asatru Community of America's Council following the preceding procedures, or

[d] by the members. Authorization of indemnification and evaluation as to the reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if independent legal counsel determines that indemnification is proper, authorization of indemnification and evaluation of legal expenses shall be made by the body that selected such counsel.

## **Section 5. Advance Payment of Expenses; Undertaking to Repay**

The Corporation shall pay for or reimburse the reasonable expenses (including attorneys' fees) incurred by a director or officer who is a party to proceeding in advance of the final disposition of the proceeding if:

[a] the director or officer furnishes the Corporation a written affirmation of their good faith belief that they conducted himself in good faith,

[b] the director or officer furnishes the Corporation with a written undertaking, executed personally or on their behalf, to repay the advance if it is determined that they did not conduct himself in good faith, which undertaking shall be an unlimited general obligation of the director or officer but which need not be secured and which may be accepted without reference to financial ability to make the repayment, and

[c] a determination is made by the body authorizing indemnification that the facts then known to such body would not preclude indemnification.

## **Section 6. Reports to Members**

If the Corporation indemnifies or advances the expenses of a director or officer following this Article in connection with a proceeding by or on behalf of the Corporation, a report of that fact shall be made in writing to the members with or before the delivery of the notice of the next meeting of the members.

## **Section 7. Other Employees and Agents**

The Corporation shall indemnify such other employees and agents of the Corporation to the same extent and in the same manner as is provided above in Section 2 concerning directors and officers by adopting a resolution by a majority of the members of the Asatru Community Council specifically identifying by name or by position the employees or agents entitled to indemnification.

## **Section 8. Insurance**

The Asatru Community Council may exercise the Corporation's power to purchase and maintain 5

insurance (including without limitation insurance for legal expenses and costs incurred in 4 connection with defending any claim, proceeding, or lawsuit) on behalf of any person who is or was a director or officer of the Corporation against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article.

## **Section 9. Non-exclusivity of Article**

The indemnification provided by this Article shall not be deemed exclusive of any other rights and procedures to which one indemnified may be entitled under the Articles of Incorporation, any bylaw, agreement, resolution of disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall insure to the benefit of such person's heirs, executors, and administrators.

# **ARTICLE XIV. BOOKS AND RECORDS**

## **Section 1. General**

The Corporation shall keep complete books and records of accounts and minutes of the proceedings of the Asatru Community Council.

# **ARTICLE XV. AMENDMENTS**

## **Section 1. Articles of Incorporation**

The Articles may be amended in any manner at any regular or special meeting of The Asatru Council, provided that specific written notice of the proposed amendment of the Articles setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each director at least seven days in advance of such a meeting if delivered personally, by facsimile, or by email or at least fourteen days if delivered by mail. As required by the Articles, any amendment to an Article shall require the affirmative vote of all directors then in office.

## **Section 2. Bylaws**

The Asatru Community Council may amend these Bylaws by majority vote at any regular or special meeting. Written notice setting forth the proposed amendment or summary of the changes to be affected thereby shall be given to each director within the time and the manner provided for the giving of notice of meetings of directors.

# **ARTICLE XVI. ADOPTION OF BYLAWS**

**Addendum to pre-existing Bylaws: previous Bylaws prior to 2025: at the time of this adoption, only three members of the current seated council are needed to sign this adoption into records.**

We, the undersigned, are all the initial directors or incorporators of this Corporation, and we consent to, and hereby do, adopt the preceding Bylaws, consisting of the preceding pages, as the Bylaws of this Corporation.

ADOPTED AND APPROVED by The Asatru Community Council on this January 6th 2025.

Executive Director / President  
x.Cortney L. Greyhawk

Treasurer  
X. David Nix

Director of Public Relations  
x.Suzannah Eggleston

Director of Military Affairs and Veterans Outreach

X. David Bouse

Director of Administrative Services

X. Jamin Clubb

