



## CAASC Rules & Regulations

# Carolina Athletic Association for Schools of Choice

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Article - Page Numbers: 1-2, 2-3, 3-7, 4-9, 5-26, 6-29, 7-34

## **Article 1:**

**Introduction: 1.1** The Carolina Athletic Association for Schools of Choice is a not-for-profit organization created to provide competitive athletic competition for non-traditional educational institutions. The CAASC consists of member schools at the Junior High and High School level that wish to participate in interscholastic activities. The member schools include, but are not limited to, charter schools, public schools, home school organizations and parochial schools. It is our goal to help facilitate communication, provide structure and guidelines, organize tournaments and manage the funds necessary for these activities. The CAASC seeks to provide high standards of integrity while providing great flexibility to accommodate non-traditional schools.

**1.2** As a privately owned organization, the CAASC reserves the right to suspend or expel any group who violates the terms set forth in this document. By joining the Carolina's Athletic Association of Schools of Choice, you are agreeing to follow the guidelines as set forth in this constitution.

**1.3** CAASC Member schools who have paid all dues and have plans to participate in at least one sport in two out of the three seasons will be considered member schools and have voting privileges.

## **BYLAWS OF THE CAROLINA ATHLETIC ASSOCIATION FOR SCHOOLS OF CHOICE, INC.**

**These Bylaws (referred to as the "Bylaws") govern the affairs of the Carolina Athletic Association for Schools of Choice, Inc., a nonprofit corporation (referred to as the "Corporation") organized under the North Carolina Nonprofit Corporation Act (referred to as the "Act").**

### **ARTICLE 1 OFFICES**

## **Principal Office**

**1.01 The principal office of the Corporation in the State of North Carolina shall be located at 2300 W. Meadowview Road, Wrightsville Building, Suite 206, Greensboro, North Carolina 27407. The Corporation may have such other offices, either in North Carolina or elsewhere, as the Board of Directors may determine. The Board of Directors may change the location of any office of the corporation.**

## **Registered Office and Registered Agent**

**1.02 The Corporation shall comply with the requirements of the Act and maintain a registered office and registered agent in North Carolina. The registered office may, but need not, be identical with the Corporation's principal office in North Carolina. The Board of Directors may change the registered office and registered agent as provided in the Act.**

## **ARTICLE 2 BOARD OF DIRECTORS**

### **Management of the Corporation**

**2.01 The affairs of the Corporation shall be managed by the Board of Directors. The Corporation has no members, but persons who contribute to the work of the Corporation may be designated as "honorary members". Any action by way of voting or otherwise by "Honorary members" shall be advisory only and shall in no way bind or obligate the Corporation or the Board of Directors.**

### **Number, Qualifications, and Tenure of Directors**

**2.02 The number of directors shall be a number determined by the Board of Directors that is not less than two (2) and not greater than five (5). Each director shall serve for a term of three (3) years, or until his/her successor is duly elected and qualified.**

**As each term expires, the newly elected directors shall have terms of three (3) years. A director may serve as many as six (6)**

consecutive years, but a director who serves as long as six (6) consecutive years shall be ineligible for re-election until one (1) year has elapsed.

#### **Nomination of Directors**

**2.03** At any meeting at which the election of a director occurs, a director may nominate a person with the second of any other director.

#### **Election of Directors**

**2.04** The Board of Directors shall consist of the conference chairs, Board Chair, CAASC Board Attorney, CAASC Supervisor of Officials, Treasure and Board Secretary. The Board shall also hire an Executive Director that will work at the Board's pleasure to manage the affairs of the organization.

#### **Vacancies**

**2.05** Any vacancy occurring in the Board of Directors, and any director position to be filled due to an increase in the number of directors, shall be filled by the Board of Directors. A vacancy is filled by the affirmative vote of a majority of the remaining directors, even if such majority is less than a quorum of the Board of Directors, or if such majority is a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of the predecessor in office.

#### **Annual Meeting**

**2.06** The annual meeting of the Board of Directors may be held without notice other than as required by these Bylaws.

#### **Regular Meetings**

**2.07** The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The

meetings may be held either within or without the State of North Carolina and shall be held at the Corporation's office in North Carolina if the resolution does not specify the location of the meetings. No notice of regular meetings of the Board is required other than a resolution of the Board of Directors stating the time and place of the meetings.

### **Special Meetings**

**2.08** Special meetings of the Board of Directors may be called by, or at the request of, the Chair or any two directors. A person or persons authorized to call special meetings of the Board of Directors may fix any place within North Carolina as the place for holding a special meeting. The person or persons calling a special meeting shall notify the Secretary of the information required to be included in the notice of the meeting. The Secretary shall give notice to the directors as required in the Bylaws.

### **Notice**

**2.09** Written or printed notice of any special meeting of the Board of Directors shall be delivered to each director not less than two (2) nor more than thirty (30) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, who called the meeting, and the purpose or purposes for which the meeting is called.

### **Quorum**

**2.10** A majority of the number of directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of directors required to constitute a quorum. If a quorum is present at no time during a meeting, a majority of the directors present may adjourn and reconvene the meeting one time without further notice.

## **Duties of Directors**

**2.11 Directors, through the Executive Director, shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as directors of this Corporation, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation and that are not unlawful. In all other instances, the Board of Directors shall not take any action that they should reasonably believe would be opposed to the Corporation's best interests or would be unlawful. A director shall not be liable if, in the exercise of ordinary care, the director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.**

## **Actions of Board of Directors**

**2.12 The Board of Directors shall try to act by consensus. However, the vote of a majority of directors' present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or the Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors. For the purpose of determining the decision of the board of Directors, a director who is represented by proxy in a vote is considered present.**

## **Proxies**

**2.13 A director may vote by proxy executed in writing by the director. No proxy shall be valid after three (3) months from the date of its execution.**

## **Compensation**

**2.14 Directors shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to the Executive Director of a fixed sum and for expenses of**

attendance, if any, for attendance at each meeting of the Board of Directors. A director may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to an executive director and/or director shall be commensurate with the services performed and reasonable in amount.

## **Removal of Directors**

**2.15** The Board of Directors may vote to remove a director at any time, with or without good cause. A meeting to consider the removal of a director may be called and noticed following the procedures provided in the Bylaws. The notice of the meeting shall state that the issue of possible removal of the director will be on the agenda. The director shall have the right to present evidence at the meeting as to why he or she should not be removed, and the director shall have the right to be represented by an attorney at and before the meeting. At the meeting, the Corporation shall consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the director. A director may be removed by the affirmative vote of two-thirds of the Board of Directors.

**2.16** The Board will have a yearly review and evaluation of the Executive Director. This should be done for the purposes of contract and compensation and/or removal. If the Board votes to remove the Executive Director, the Chair will step in as interim until a search can be done and completed for a replacement.

## **ARTICLE 3 OFFICERS**

### **Officer Positions**

**3.01 The officers of the Corporation shall be a Chair, a Secretary, Board Attorney, and Supervisor of Officials. The Board of Directors may create additional officer positions, define the authority and duties of each such position, and elect or appoint persons to fill the positions. Any two or more offices may be held by the same person, except the offices of Chair, Vice Chair, and Secretary.**

#### **Election and Term of Office**

**3.02 The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers is not held at this meeting, the election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until a successor is duly selected and qualified. An officer may be elected to succeed himself or herself in the same office.**

#### **Removal**

**3.03 Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without good cause. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer.**

#### **Vacancies**

**3.04 A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.**

#### **Chair**

**3.05 The Chair shall be the chief executive officer of the Corporation. The Chair shall supervise and control all of the business and affairs of the Corporation, through the Executive Director. The Chair shall preside at all meetings of the members and of the Board of Directors. The Chair may execute any deeds,**

mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed. However, the Chair may not execute instruments on behalf of the Corporation if this power is expressly delegated to another officer or agent of the Corporation by the Board of Directors, these Bylaws, or statute. The Chair shall perform other duties prescribed by the Board of Directors and all duties incident to the office of Chair.

#### **Vice-Chair**

**3.06** When the Chair is absent, is unable to act, or refuses to act, the Vice-Chair shall perform the duties of the Chair. When the Vice-Chair acts in place of the Chair, the Vice-Chair shall have all the powers of and be subject to all the restrictions upon the Chair. If there is more than one Vice-Chair, the Vice-Chair shall act in place of the Chair in the order of the votes received when elected. The Chair shall perform other duties as assigned by the Chair or Board of Directors.

#### **Treasurer**

**3.07** The Treasurer, or, in the Treasurer's absence, the Assistant Treasurer, shall:

(a) Have charge and custody of and be responsible for all funds and securities of the Corporation;

(b) Receive and give receipts for moneys due and payable to the Corporation from any source;

(c) Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided in the Bylaws or as directed by the Board of Directors or Chair:

(d) Write checks and disburse funds to discharge obligations of the Corporation (funds may not be drawn from the Corporation or its accounts for amounts greater than \$5,000.00 without the signature of the Chair or the Vice-Chair in addition to the signature of the Treasurer);

- (e) Maintain the financial books and records of the Corporation;**
- (f) Prepare financial reports at least annually;**
- (g) Perform other duties as assigned by the Chair or by the Board of Directors;**
- (h) If required by the Board of Directors, give a bond for the faithful discharge of his or her duties in a sum and with a surety as determined by the Board of Directors; and**
- (i) Perform all the duties incident to the office of Treasurer.**

## **Secretary**

**3.08 The Secretary, or in the Secretary's absence, the Assistant Secretary, shall:**

- (a) Give all notices as provided in the Bylaws or as required by law;**
- (b) Take minutes of the meetings of the members and of the Board of Directors and keep the minutes as part of the corporate records;**
- (c) Maintain custody of the corporate records and of the seal of the Corporation;**
- (d) Affix the seal of the corporation to all documents as authorized;**
- (e) Keep a register of the mailing address of each director, officer, and employee of the Corporation;**
- (f) Perform duties as assigned by the Chair or by the Board of Directors;**
- (g) Perform all duties incident to the office of**

**Secretary.**

**ARTICLE 4  
COMMITTEES, COUNCILS, AND ADVISORY BOARDS**

**Establishment of Committees Councils, and Advisory Boards**

**4.01 The Board of Directors may adopt a resolution establishing one or more committees, councils, and advisory boards (referred to as “committees” in these Bylaws) delegating specified authority to a committee and appointing or removing members of a committee. A committee shall include two or more directors and may include persons who are not directors. If the Board of Directors delegates any of its authority to a committee, the majority of the committee shall consist of directors. The Board of Directors may establish qualifications for membership on a committee. The Board of Directors may delegate to the Chair its power to appoint and remove members of a committee that has not been delegated any authority of the Board of Directors. The establishment of a committee or the delegation of authority to it shall not relieve the Board of Directors, or any individual director, of any responsibility imposed by the Bylaws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to:**

- (a) Amend the Articles of Incorporation;**
- (b) Adopt a plan of merger or a plan of consolidation with another corporation;**
- (c) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation;**
- (d) Authorize the voluntary dissolution of the Corporation;**
- (e) Revoke proceedings for the voluntary dissolution of the Corporation;**
- (f) Adopt a plan for the distribution of the assets of the Corporation;**

- g) Amend, alter, or repeal the Bylaws;**
- (h) Elect, appoint, or remove a member of a committee or a director or officer of the Corporation;**
- (i) Approve any transaction to which the corporation is a party and that involves a potential conflict of interest as defined in paragraph 5.04 below; or**
- (j) Take any action outside the scope of authority delegated to it by the Board of Directors.**

### **Term of Office**

**4.02 Each member of a committee shall continue to serve on the committee until the next annual meeting of the Board of Directors of the Corporation and until a successor is appointed. However, the term of a committee member may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is removed as a member. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee shall serve for the unexpired portion of the terminated committee member's term.**

### **Chair and Vice-Chair**

**4.03 One member of each committee shall be designated as the Chair of the committee and another member of each committee shall be designated as the Vice-Chair. The Chair and Vice-Chair shall be elected by the members of the committee or appointed by the Chair of the Corporation. The Chair shall call and preside at all meetings of the committee. When the Chair is absent, is unable to act, or refuses to act, the Vice-Chair shall perform the duties of the Chair. When a Vice-Chair acts in place of the Chair, the Vice-Chair shall have all the powers of and be subject to all the restrictions upon the Chair.**

### **Notice of Meetings**

**4.04** Written or printed notice of a committee meeting shall be delivered to each member of the committee not less than seven (7) nor more than thirty (30) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purposes for which the meeting is called.

#### **Quorum**

**4.05** One half of the number of members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum. If a quorum is present at no time during a meeting, the Chair may adjourn and reconvene the meeting one time without further notice.

#### **Actions of Committees**

**4.06** Committees shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a grater number is required by law or the Bylaws. A committee member who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the act of the committee.

#### **Proxies**

**4.07** A committee member may vote by proxy.

#### **Compensation**

**4.08** Committee members shall not receive salaries for their services. The Board of Directors may adopt a resolution providing for payment to committee members of a fixed sum and expenses of

attendance, if any, for attendance at each meeting of the committee. A committee member may serve the Corporation in any other capacity and receive compensation for those services. Any compensation that the Corporation pays to a committee member shall be commensurate with the services performed and shall be reasonable in amount.

## **Rules**

**4.09** Each committee may adopt rules for its own operation not inconsistent with the Bylaws or with rules adopted by the Board of Directors.

## **ARTICLE 5 TRANSACTIONS OF THE CORPORATION**

### **Contracts**

**5.01** The Board of Directors may authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.

### **Deposits**

**5.02** All funds of the Corporation shall be deposited to the credit of the Corporation in banks, trust companies, or other depositories that the Board of Directors selects.

### **Gifts**

**5.03** The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

**The Board of Directors may make gifts and give charitable contributions that are not prohibited by the Bylaws, the Articles of Incorporation, state law, and any requirements for maintaining the Corporation's federal and state tax status.**

### **Potential Conflict of Interest**

**5.04 The Corporation shall not make any loan to a director or officer of the Corporation. A director, officer, or committee member of the Corporation may lend money to and otherwise transact business with the Corporation except as otherwise provided by the Bylaws, Articles of Incorporation, and all applicable laws. Such a person transacting business with the Corporation has the same rights and obligations relating to those matters as other persons transacting business with the Corporation. The Corporation shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation unless the transaction is described fully in a legally binding instrument and is in the best interests of the Corporation. The Corporation shall not borrow money from or otherwise transact business with a director, officer, or committee member of the Corporation without full disclosure of all relevant facts and without the approval of the Board of Directors, not including the vote of any person having a personal interest in the transaction.**

### **Prohibited Acts**

**5.05 As long as the Corporation is in existence, and except with the prior approval of the Board of Directors, no director, officer, or committee member of the Corporation shall:**

**(a) Do any act in violation of the bylaws or a binding obligation of the Corporation;**

**(b) Do any act with the intention of harming the Corporation or any of its operations;**

**(c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation;**

**(d) Receive an improper personal benefit from the operation of the Corporation;**

**(e) Use the assets of this Corporation, directly or indirectly, for any purpose other than carrying on the business of this Corporation;**

**(f) Wrongfully transfer or dispose of Corporation property, including intangible property such as good will;**

**(g) Use the name of the corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business; or**

**(h) Disclose any of the Corporation business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.**

## **ARTICLE 6 BOOKS AND RECORDS**

### **Required Books and Records**

**6.01 The Corporation shall keep correct and complete books and records of account. The Corporation's books and records shall include:**

**(a) A file-endorsed copy of all documents filed with the North Carolina Secretary of State relating to the Corporation, including, but not limited to, the Articles of Incorporation, and any articles of amendment, restated articles, articles of merger, articles of consolidation, and statement of change of registered office or registered agent;**

**(b) A copy of the Bylaws, and any amended versions or amendments to the Bylaws;**

**(c) Minutes of the proceedings of the Board of Directors, and committees having any of the authority of the Board of Directors;**

**(d) A list of the names and addresses of the directors, officers, and any committee members of the Corporation;**

**(e) A financial statement showing the assets, liabilities, and net worth of the Corporation at the end of the three (3) most recent fiscal years;**

**(f) A financial statement showing the income and expenses of the Corporation for the three most recent fiscal years:**

**(g) All rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status; and**

**(h) The Corporation's federal, state, and local information or income tax returns for each of the Corporation's three (3) most recent tax years.**

### **Inspection and Copying**

**6.02 Any director, officer, or committee member of the Corporation may inspect and receive copies of all books and records of the Corporation required to be kept by the Bylaws. Such a person may inspect or receive copies if the person has a proper purpose related to the person's interest in the Corporation and if the person submits a request in writing. Any person entitled to inspect and copy the Corporation's books and records may do so through his or her attorney or other duly authorized representative. A person entitled to inspect the Corporation's books and records may do so at a reasonable time no later than five working days after the Corporation's receipt of a proper written request. The Board of Directors may establish reasonable fees for copying the Corporation's books and records by members. The fees may cover**

the cost of materials and labor but may not exceed twenty-five cents per page. The Corporation shall provide requested copies of books or records no later than five working days after the Corporation's receipt of a proper written request.

## **ARTICLE 7 FISCAL YEAR**

The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

## **ARTICLE 8 INDEMNIFICATION**

### **When Indemnification is Required, Permitted, and Prohibited**

8.01 (a) The Corporation shall indemnify a director, officer, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this article, an agent includes one who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Corporation's best interests. In a case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation shall not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a Court of competent jurisdiction and all appeals have been exhausted.

(b) The termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its

equivalent does not necessarily preclude indemnification by the Corporation.

(c) The Corporation shall pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

(d) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of paragraph 8.01(a), above.

(e) Before the final disposition of a proceeding, the Corporation may pay indemnification expenses permitted by the Bylaws and authorized by the Corporation. However, the Corporation shall not pay indemnification expenses to a person before the final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Corporation, or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(f) If the Corporation may indemnify a person under the Bylaws, the person may be indemnified against judgments, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

### **Procedures Relating to Indemnification Payments**

**8.02 (a)** Before the Corporation may pay any indemnification expenses (including attorney's fees), the

**Corporation shall specifically determine that indemnification is permissible, authorize indemnification, and determine that expense to be reimbursed are reasonable, except as provided in paragraph 8.02(c), below. The Corporation may make these determinations and decisions by anyone of the following procedures:**

**(i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding;**

**(ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding; or**

**(iii) Determination by special legal counsel selected by the Board of Directors by vote as provided in paragraph 8.02(a)(i) or 8.02(a)(ii), or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.**

**(b) The Corporation shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by paragraph 8.02(a)(iii), above, governing the selection of special legal counsel. A provision contained in the Articles of Incorporation, the Bylaws, or a resolution of members or the Board of Directors that requires the indemnification permitted by paragraph 8.01, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.**

**(c) The Corporation shall pay indemnification expenses before final disposition of a proceeding only after the Corporation determines that the facts then known would not**

preclude indemnification and the Corporation receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under paragraph 8.02(a), above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the Bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Corporation if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

## **ARTICLE 9 NOTICES**

### **Notice by Mail, Telegram, or Electronic Means**

9.01 Any notice required or permitted by the Bylaws to be given to a director, officer, or member of a committee of the Corporation may be given by mail, telegram, facsimile or any electronic means. If mailed, a notice shall be deemed to be delivered when deposited in the United States mail addressed to the person at his or her address as it appears on the records of the Corporation, with postage prepaid. If given by telegram, a notice shall be deemed to be delivered when accepted by the telegraph company and addressed to the person at his or her address as it appears on the records of the Corporation. A person may change his or her address, facsimile number or electronic address by giving written notice to the Secretary of the Corporation.

### **Signed Waiver of Notice**

**9.02** Whenever any notice is required to be given under the provisions of the Act or under the provisions of the Articles of Incorporation or the Bylaws, a waiver in writing signed by a person entitled to receive a notice shall be deemed equivalent to the giving of the notice. A waiver of notice shall be effective whether signed before or after the time stated in the notice being waived.

#### **Waiver of Notice by Attendance**

**9.03** The attendance of a person at a meeting shall constitute a waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

### **ARTICLE 10 SPECIAL PROCEDURES CONCERNING MEETINGS**

#### **Meeting by Telephone**

**10.01** The Board of Directors, and any committee of the Corporation may hold a meeting by telephone conference-call procedures in which all persons participating in the meeting can hear each other. The notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone, as well as all other matters required to be included in the notice. Participation of a person in a conference-call meeting constitutes presence of that person at the meeting.

#### **Decision Without Meeting**

**10.02** Any decision required or permitted to be made at a meeting of the Board of Directors, or any committee of the Corporation may be made without a meeting. A decision without a meeting may be made if a written consent to the decision is signed and/or electronically transmitted so that a written record is made by all of the persons entitled to vote on the matter. The written consents shall be placed in the Corporation minute book and kept with the Corporation's records.

#### **Voting by Proxy**

**10.03** A person who is authorized to exercise a proxy may not exercise the proxy unless the proxy is delivered to the officer presiding at the meeting before the business of the meeting begins. The Secretary or other person taking the minutes of the meeting shall record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy shall not be effective for that meeting. A proxy filed with the Secretary or other designated officer shall remain in force and effect until the first of the following occurs:

(a) An instrument revoking the proxy is delivered to the Secretary or other designated officer;

(b) The proxy authority expires under the terms of the proxy; or

(c) The proxy authority expires under the terms of the Bylaws.

## **ARTICLE 11 AMENDMENTS TO BYLAWS**

The Bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the Board of Directors. The notice of any meeting at which the Bylaws are altered, amended, or repealed, or at which new bylaws are adopted shall include the text of the proposed bylaw provisions, as well as the text of any existing provisions proposed to be altered, amended, or repealed. Alternatively, the notice may include a fair summary of those provisions.

## **ARTICLE 12 MISCELLANEOUS PROVISIONS**

### **Legal Authorities Governing Construction of Bylaws**

**12.01** The Bylaws shall be construed in accordance with

**the laws of the State of North Carolina. All references in the Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.**

## **Legal Construction**

**12.02 If any Bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.**

## **Headings**

**12.03 The headings used in the Bylaws are used for convenience and shall not be considered in construing the terms of the Bylaws.**

## **Gender**

**12.04 Wherever the context requires, all words in the Bylaws in the male gender shall be deemed to include the female or neuter gender, all singular words shall include the plural, and all plural words shall include the singular.**

## **Seal**

**12.05 The Board of Directors may provide for a corporate seal. Such a seal would consist of two concentric circles containing the words “The Terrell Owens Foundation, Inc.,” in one circle and the words “Corporate SEAL” together with the year of incorporation of the Corporation in the other circle.**

## **Power of Attorney**

**12.06 A person may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the power of attorney is provided to the Secretary of the Corporation to be kept with the Corporation records.**

## **Parties Bound**

**12.07** The Bylaws shall be binding upon and inure to the benefit of the directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as otherwise provided in the Bylaws.

# **CONSTITUTION**

## **Article 4:**

### **4.3 Coaches Requirements**

**4.3.1** It is strongly recommended that all head coaches have First Aid/CPR certification and required that all coaches go through the proper concussion policy which is to complete the NFHS concussion prevention video and submit the certificate to the AD before being allowed to coach a game.

***Amendment 4.3.1*** In addition to the First Aid/CPR, CAASC Head Coaches are strongly encouraged to take and complete the list of courses from the NFHS Learning website. They are Concussion in Sports, Bullying-Hazing and Inappropriate Behaviors, Heat Illness Prevention, Sportsmanship and (only for High School Coaches) NCAA Eligibility, and Engaging Effectively with Parents.

### **Eligibility of players**

**4.4.1.** Each student-athlete is required to have at least a 2.00 GPA (On a 4.0 or high scale) to be eligible to compete. The GPA is determined by the semester GPA prior to the athletic season. So if a student-athlete has under a 2.00 GPA at the end of the 2nd semester then that student-athlete is not eligible to participate in fall sports. The GPA of 2.00 is to ensure that CAASC student-athletes will have a chance to be eligible for any collegiate scholarship opportunities that may present itself to our student-athletes. NCAA, NAIA, NCCAA, USCAA, or any other collegiate athletic association requires some form of freshman eligibility requirements. It is the mission of the CAASC to assist our student-athletes in their pursuit of their dreams on and off the field of competition. Students-Athletes cannot play for their CAASC members school and compete for a travel athletic team until the CAASC member school's season is over.

**4.4.1.1** If a player that is not academically eligible participates in a CAASC game/contest, that game/contest is declared a forfeit.

**4.4.2.** Student-athletes must be enrolled in a CAASC member school to be eligible to compete for that member school.

**4.4.2.2.** In a student's last year of high school, they are only required to take as many classes as necessary to complete their graduation requirements in order to be considered eligible.

**4.4.2.3** EC/ESL students are eligible but should be indicated on Master Eligibility Rosters. The school has to submit the student's information to the CAASC office. Any and all materials that apply will need to be submitted. The CAASC will then in turn take that information and verify it. Once the information is verified then it will be granted. The student must be listed as receiving services for the current school year to be exempt from the GPA requirement.

**4.4.3.** Students transferring into a school after the official start date of a season become eligible after 7 calendar days from the date of enrollment.

**4.4.4.** High school students cannot be 19 on or before September 1<sup>st</sup>.

**4.4.4.1** Limit of 5 years of High School eligibility from 9<sup>th</sup>-12<sup>th</sup> grade per sport. A student-athlete may use one (1) single reclassification year if approved by the member school. There will be a reclassification form that will need to be submitted to the CAASC office. A student cannot graduate and play an additional year. If the student graduates then they are deemed ineligible for CAASC competition.

**4.4.4.2** Student athletes in 5<sup>th</sup> grade or below may not compete at the Varsity (High School) level.

**4.4.4.3** Junior Varsity athletes can be in grades 7<sup>th</sup> – 11<sup>th</sup> only. Varsity athletes can be in grades 7<sup>th</sup>-12<sup>th</sup>. 6<sup>th</sup> graders seeking eligibility need to submit hardship waivers and be accepted by CAASC Competition committee prior to the first competition.

**4.4.7** The grade level of a homeschool student, due to the unique structure of their curriculum, shall be of no consequence and age will be the sole determining factor. Age and years of participation will determine eligibility.

**4.4.7.1** If a student has skipped a grade (or grades) in a traditional school setting, that student's age will be the determining factor to which he/her playing level will be. For example, a student skips the 8<sup>th</sup> grade and is now a high school freshman. If they decide to play at the middle school level and their age is within the permitted age range then they will be allowed to compete at the middle school level. There will be a form that will have to be submitted to the CAASC office notifying the association of the matter.

**4.4.8.** JV players who participate in 3 Varsity events must decide prior to the 4<sup>th</sup> game with which team they will finish the season.

**4.4.9.** For all High School competitions (except football, track and cross country) a varsity or junior varsity team in as many games as your school will allow. If a member school is invited or chooses to attend a national post-season tournament it will be allowed.

**4.4.10** For all High School competitions in the following sports football, track and cross country a varsity or junior varsity team is only eligible to participate in a maximum of 12 games or competitions during the season excluding the conference and state tournaments.

**4.4.11.** In accordance with Title IX, women may only participate on men's teams when a corresponding sport is not offered by the member school. A co-ed team must enter the league as a men's team.

**4.4.13.** The CAASC will entertain applications for hardship before each scheduling meeting but is under no obligation to accept them.

**4.4.13 Hardships:**

**4.4.13.1 Combining of Teams – The joining together of students from two or more member schools in the same area or close proximity to form a single team shall be permitted subject to the following conditions:**

**4.4.13.2 Permission must be obtained from the *Conference and notify the Eligibility Committee on an annual basis.***

**4.4.13.4** CAASC member schools are allowed to have students on their team that do not attend their school to help the school field a team in a certain sport. If the said student is a homeschool student, attends a school that doesn't offer athletics. In the case of a

homeschool student joining a member school's team then that school needs to include the student's home school registration form when submitting the Master Eligibility Roster Form. If a student attends a school where athletics are offered then that student cannot play for that school if he/she plays for a CAASC member school. In the latter situation a Hardship Appeal form needs to be filled out and submitted to the Executive Board for approval. Your team's roster has to be made up on at least 70%-75% of the school students enrolled at your school.

## **4.5 Fees, debts, fines and deadlines**

**4.5.1.** Fees shall be recommended by the Executive Board and presented by the Executive Director for acceptance at the annual constitution meeting.

**4.5.2.** Schools who are delinquent in paying their fees will be held accountable per the guidelines established in Article 7.

**4.5.6.** *Fines are separate from participation fees.*

**4.5.7** If a CAASC member school or that school's governing body has a dispute against the CAASC the dispute must be settled through arbitration prior to any further legal action.

## **4.6. Liability**

**4.6.1** Each school must maintain insurance coverage for their teams.

**4.6.1.2** The CAASC will provide the general liability policy for all venues leased for state tournament games if not held at a member school's facility.

**4.6.3.** It is up to the school's coaches, athletic director and administration to determine the safety of facilities used prior to events, if a school has concerns the CAASC recommends they do not play.

**Amendment 4.6.3.1 (09/14/2016)** If a school has made a bid to host a CAASC Championship then that school will have their facility reviewed by the CAASC before a bid is awarded and before the event is scheduled.

## **4.7. Sportsmanship, Behavior and Safety**

**Athletic Director:** *To monitor its athletic program and to self-report to the appropriate governing body any violations of CAASC bylaws as soon as the school is aware of possible violations. This responsibility extends to all administrators and coaches at the school. Each member school is responsible for the conduct of its administrators, coaches, athletes, students, and parent(s)/guardian(s), caregiver and for any knowledge possessed by its administrators;*

**4.7.1.** Member schools are responsible for ensuring proper sportsmanship, behavior, and safety at all school events that are under the jurisdiction of the CAASC.

**4.7.2.** All member schools are expected to react with appropriate disciplinary measures when players, coaches, spectators and school personnel are involved in unsportsmanlike behavior or there exists safety issues for any participant at all CAASC events.

4.7.3. All member schools are expected to maintain school policies that will insure high standards of sportsmanship, behavior, and safety for all participants, at all CAASC events.

4.7.4. Players, coaches, spectators and all school personnel are expected to maintain high standards of sportsmanship and behavior, at all CAASC events.

4.7.5. League referees are encouraged to maintain the highest level of player, crowd, and coach conduct by using technical fouls, ejections and forfeitures as enforcement per the appropriate National Federation High School and the CAASC rule book.

4.7.7. Players, coaches, spectators, and school personnel that are ejected by a referee or school administrator from a CAASC event will be held accountable per the guidelines established in Article 7 of this Constitution.

4.7.8. **Spectator Behavior** – Spectators, parents, or other non-school personnel should not initiate **or use profanity in cheers or cheers having the intent of sounding profane, single out opposing players personally and/or heckle them by directing derogatory or profane statements or chants at them, use racist remarks, direct offensive cheers/chants at opposing cheering sections,** or engage in physical conflict or other threatening or aggressive behavior with school personnel, officials, players, coaches, or other spectators.

## Article 5:

### Referees

**5.1.** Upon request of the board of eligible members, the Athletic Directors of the member schools shall schedule referees for all conference and non conference games.

Amendment 5.1 The CAASC member schools are to schedule referees for their games. The referees need to be registered with the CAASC in order to officiate any CAASC game for a CAASC member school.

**5.6.** Referees must follow all league specific rules. Referees failing or refusing to enforce policies set forth in the rules section of this document will be disciplined by the CAASC.

**5.7.** Referees are the ultimate authority at an event. Actions may be protested after the event, in written form, to the directors.

**5.9.** If one referee shows up for a high school game the game must be rescheduled unless the coaches reach an agreement to do otherwise.

**5.11** All booking agents need to be registered with the CAASC to be used by a member school for any contest. Each booking agent is to pay an annual registration fee of \$500 to the CAASC and submit their roster of officials to be vetted. The other option is for each individual officials to pay an annual registration fee of \$45. If officials are not registered with The CAASC then they are not permitted to officiate a CAASC member school contest. If they do officiate the game then the home team will forfeit that contest.

**Amendment 5.11 (01/01/2017)** If officials register with the CAASC then their respective booking agent cannot charge the CAASC member school a booking fee. When that individual official registers as an official with the CAASC that official

becomes a CAASC official and the CAASC becomes his/her assigner for their games. That official will be given games by the CAASC Assignors.

## **Article 6:**

### **Tournaments, Meets and Events:**

**6.1.** Though the Competition Committee and Sports Chairs will be responsible for organizing the post-season tournaments.

**6.1.3** Fee admissions for CAASC State tournaments will be \$5 for students and senior citizens. \$10 for adult admissions. \$20 family pass for families of 4 to 5 members.

**Amendment 6.1.3.1 (02/14/2017)** CAASC admission fees are:

- 4yrs old and under= Free

- Students= \$6

- Senior Citizens= \$6

- Adults= \$10

- Family Pass 3-5 people= \$20

- Family Pass 6-9 people= \$30 and any individual after 10 people is \$5 a person

**6.2.1** The CAASC will be responsible for the trophies. The host school will keep all revenue and be responsible for all expenses for those games..

**6.3.** The home team at any event is responsible for providing the following:

A. Official scorebook and scorebook keeper

B. Timekeeper / Scoreboard operator

1. All of the above must be a trained adult, over eighteen, when possible. In the case it is not possible then a well qualified and trained high school student for high school games middle school games.

2. Any home team that cannot provide qualified individuals to perform these activities must allow the away team to be the official book or per agreement of both teams, allow acceptable individuals to perform the activities described in Article 6 Section 6.3

*6.7. Teams opting out of tournament will not receive a refund for the participation fee.*

*6.8. Teams removed from tournament will not receive a refund for the participation fee.*

*6.9. Tournament brackets will be created according to standings from Season Rankings and conference records..*

*6.11.1 The conference tournament winner will have an automatic bid to the State tournament*

*6.11.2 The rest of the field will be determined by records and the Tournament Committee.*

## **Article 7:**

### **Disciplinary Guidelines, Due Process and Appeal Process**

7.1 The member schools will send in an official CAASC Infraction Report Document (found on the website) to the CAASC Executive Director outlining remediation and corrective measures that will be handled at the school level, by the offending school, when the offending school is involved in any infraction(s) of the CAASC Constitutional guidelines.

7.2 The CAASC Disciplinary Committee will review all such reports and determine if further corrective action or sanctions seem necessary. If no further action is necessary then the CAASC Disciplinary Committee will follow up with the offending school to ascertain if it has followed its stated remediation and corrective measures.

7.4 The CAASC Disciplinary Committee may impose one or more of the following sanctions for infractions by offending schools.

- Disciplinary Committee **REMEDICATION**
- Disciplinary Committee **WARNING**
- Disciplinary Committee **PROBATION**
- Disciplinary Committee **1<sup>st</sup> DISQUALIFICATION**
- Disciplinary Committee **2<sup>nd</sup> DISQUALIFICATION**
- Disciplinary Committee *Expulsion from the CAASC*

**Amendment 7.4 (03/06/2017)** Fines and Game Forfeitures have been added to the list of penalties or consequences due to rule infractions. The amount of the fines, individually, will be determined by the Disciplinary Committee.

7.5 The following is an explanation of each of CAASC sanctions listed in Article 7 Section 5

**1.REMEDIATION** by Disciplinary Committee: The Executive Director will explain to the offending school the Constitutional guidelines that have not been properly followed, ask offending school for more diligence and compliance in following CAASC Constitutional guidelines.

**2.WARNING** by Disciplinary Committee: Places offending school on notice that further infractions of Constitutional guidelines may result in Probation. The school will have to schedule a meeting with the Executive Board to discuss ways that the school will handle things moving forward that will prevent this from occurring.

**3.PROBATION** by Disciplinary Committee: **Offending** school is ineligible for postseason play and shall not receive any award for achievement in that sport. *Schools on probation must leave a refundable deposit of \$100 with the league for the following year.*

**4.1<sup>st</sup> DISQUALIFICATION** by Disciplinary Committee: **Offending school is disqualified from participating in any sport for the rest of the current season (fall, winter, or spring).**

**5.2<sup>nd</sup> DISQUALIFICATION** by Disciplinary Committee: **Offending school is disqualified from participating in any sport for the rest of the current school year.**

**6.EXPULSION** *from the CAASC* by Disciplinary Committee: **Offending school is disqualified for a 3<sup>rd</sup> time in a two year period.**

7.6. In cases where an infraction has occurred and a disqualification (s) results, the member school shall be afforded the opportunity to appeal the probation or disqualification(s) and present an alternative corrective action for the CAASC Disciplinary Committee to consider in lieu of the imposed probation or disqualification(s). The school's governing board may appeal the corrective action of the probation or disqualification(s) under one of the following conditions:

**1.**The administration and coaches of the offending member school(s) submit a written request to the CAASC Disciplinary Committee that the probation or disqualification(s) imposed against the offending member school be rescinded and, if applicable, be allowed to participate in post-season competition.

2. When a school employee(s) was responsible for the violation that caused a probation or disqualification(s), the offending member school shall submit a written request that the probation or disqualification(s) be rescinded because appropriate corrective action(s) has been taken against said employee(s); such as, but not limited to, a letter of reprimand, dismissal or suspension.

3. In the event a student, parent or legal guardian files a false document with school authorities, which results in the playing of an ineligible participant, the member school may appeal the forfeiture of the contest(s) in which the ineligible player participated. After hearing the appeal, the CAASC Disciplinary Committee may, at its discretion:

A. Waive imposing a penalty against the member school.

B. Declare the student involved ineligible in all sports for a maximum of 365 days from the date of the discovery of the false information.

C. After the period of ineligibility for filing a false document is satisfied, the student shall regain eligibility if all other eligibility requirements have been met.

4. Any other reason if good cause is shown.

## **7.7. REPORTED VIOLATION: DUE PROCESS PROCEDURE**

1. To make a formal protest against a member school your school will be invoiced \$150. After the investigation and the protest is found to be true then the bill will be cleared. If the formal protest is found to be invalid then the CAASC will seek payment.

**4.**A member school shall investigate and ascertain those facts it considers necessary in making a determination of whether it has committed an infraction(s). If a member school determines that it may have committed or did commit an infraction(s), it shall immediately report the violation to the CAASC Disciplinary Committee. At that time, the member school shall also report any corrective action taken regarding the infraction(s).

**6.**The initial report shall include the nature and circumstances of the infraction(s), and any information believed to be relevant for consideration by the CAASC Disciplinary Committee.

**7.**In addition to submitting a written report, the member school may request the opportunity to appear at a meeting of the CAASC Disciplinary Committee to discuss its infraction(s) and the corrective action taken.

**8.**Upon receiving a written report of violation from a member school, the CAASC Disciplinary Committee shall determine whether the corrective action taken by said member school was adequate. Should the CAASC Disciplinary Committee deem the corrective action taken was inadequate, the member school shall be so notified in writing and further action by the CAASC shall be taken.

**10.**The member school shall have ten days from the date of the written notice from the CAASC Disciplinary Committee to request an appeal. Should the member school not request an appeal within ten days, the disciplinary action taken by the CAASC Disciplinary Committee shall become final. Should the member school within said ten day period wish to appeal the disciplinary action taken by the CAASC Disciplinary Committee, it shall then submit a request for an appeal hearing in writing to the CAASC. Said request shall set forth the basis for the appeal and reasons why the decision of the CAASC Disciplinary Committee should be reviewed and shall set forth any new and additional information believed to be relevant for consideration by the CAASC Arbitrator.

**12.**The member school may have an attorney present, may present witnesses, testimony, and any relevant evidence or information for consideration by the CAASC Arbitrator.

**13.**After hearing the appeal, the CAASC Executive Board shall make a final decision as to the disciplinary action to be taken. The member school shall be notified in writing of the final decision of the CAASC Executive Board.

**15.**If a member school is found to have committed an infraction(s) as a result of the process set out under Article 7.7, in addition to any sanction(s) otherwise authorized by the Constitutional guidelines, in the discretion of the CAASC Disciplinary Committee , the member school may be assessed the costs of the investigation and any related proceedings. If so assessed, the member school shall promptly pay the assessment or face further sanction by the CAASC Disciplinary Committee, including loss of its membership.

## **7.8 INELIGIBLE PLAYER**

**1.**When an ineligible player(s) participates in a contest, the member school must automatically forfeit all contests in which the ineligible player(s) participated.

**2.**In cases where a violation has occurred and a forfeiture(s) results, the member school shall be afforded the opportunity to appeal the forfeiture(s) and present an alternative corrective action for the CAASC Disciplinary Committee to consider in lieu of forfeiture(s). The school's governing board may appeal the corrective action of forfeiture(s) under one of the following conditions

**3.**The administration and coaches of the offended member school(s) submit a written request to the CAASC Disciplinary Committee that the forfeiture(s) imposed against the offending member school be rescinded and, if applicable, be allowed to participate in post-season competition.

**4.**When a school employee(s) was responsible for the violation that caused a forfeiture(s), the offending member school shall submit a written request that the forfeiture be rescinded because appropriate corrective action(s) has been taken against

said employee(s); such as, but not limited to, a letter of reprimand, dismissal or suspension.

**5.**The member school in violation submits a written request to the CAASC Disciplinary Committee that a forfeiture (s) be rescinded based on the school's voluntary withdrawal from all post-season competition.

**6.**In the event a student, parent or legal guardian files a false document with school authorities which results in the playing of an ineligible participant, the member school may appeal the forfeiture of the contest(s) in which the ineligible player participated. After hearing the appeal, the CAASC Disciplinary Committee may, at its discretion:

A. Waive imposing a penalty against the member school.

B. Declare the student involved ineligible in all sports for a maximum of 365 days from the date of the discovery of the false information.

C. After the period of ineligibility for filing a false document is satisfied, the student shall regain eligibility if all other eligibility requirements have been met.

## **7.9 SPORTSMANSHIP RULE**

1. Ejection from a Contest- If an CAASC contest official determines that a coach or player has acted in an unsportsmanlike manner during either a period or intermission, the coach or player may be ordered to leave the contest.

*A. NOTE: When a coach or player is ejected from a contest, his/her member school should complete CAASC Ejection Form and submit it to the CAASC.*

2. Penalties for Ejection - A coach or player ejected from a contest for any reason shall be subject to the following without appeal:

1. First Ejection - Ineligible for the next scheduled contest at that level of competition and all other contests during that interim at any level.

A. Any person ejected from a contest shall not participate the remainder of that day.

2. Second Ejection - Ineligible for the next three scheduled contests at that level of competition and all other contests during that interim at any level.

A. Any person ejected from a contest shall not participate the remainder of that day.

3. Third Ejection - A similar infraction of Article 7, Section 9.2.2 of the CAASC Constitutional Guidelines by the same player or coach during the same season will result in cessation of the season for the player or coach concerned.

4. End-Of-Season Ejection - If a penalty is imposed at the end of the sport season and no contest remains, the penalty shall be enforced at the beginning of the subsequent season of competition in which the coach or player participates, regardless of the sport.

**5.Leaving Bench Area** - When two or more persons (including coaches, non-playing contestants and nonparticipating school personnel) leave their team's bench area to initiate a confrontation, or during an altercation in progress, the following shall occur without appeal:

A.The contest officials shall eject any person they determine to be an infraction of Article 4 Section 6,

B.The contest officials may terminate the contest.

C.If the contest is terminated, the team(s) that left the bench area must forfeit the contest and record a loss.

D.If the contest is terminated during a tournament or post-season play, the offending team(s) will be removed from further tournament or post-season competition.

E.Further penalties may be imposed against the offending team(s) by the CAASC Disciplinary Committee as set forth in Article 7 the CAASC Constitutional Guidelines.

**6.ENTERING SPECTATOR AREA PROHIBITED**– No player may leave the playing area and enter the spectator area of the facility to engage in any type of verbal or physical conflict. Notwithstanding any other rule in the CAASC Constitutional Guidelines, the MINIMUM penalties for violation of this rule are:

A.The player is ineligible to participate in all interscholastic athletics for the remainder of the school year, and;

B.The player’s school shall immediately be on Probation pending an investigation and report by the school to the CAASC Disciplinary Committee detailing what occurred, what caused the occurrence, what was done by the school to diffuse what occurred, what school imposed disciplinary actions have occurred, and what corrective actions have been implemented by the school to prevent future violations.

C.In the discretion of the CAASC Disciplinary Committee, a school’s report may be rejected if deemed inadequate and the Probation shall remain in effect pending receipt of an adequate report.

D.Upon receipt of an adequate report, the CAASC Disciplinary Committee reviews the matter and may impose any penalties set forth in Article 7 of the CAASC Constitutional Guidelines. The school shall remain on Probation until action by the CAASC Disciplinary Committee.

**7. Spectator Behavior**– In the event that spectators, parents, or other non-school personnel initiate **or use profanity in cheers or cheers having the intent of sounding profane, single out opposing players personally and/or heckle them by directing derogatory or profane statements or chants at them, use racist remarks, direct offensive cheers/chants at opposing cheering sections,** or engage in physical conflict or other threatening or aggressive behavior with school personnel, officials, players, coaches, or other spectators, the school(s) involved shall utilize all available law enforcement resources to prosecute such offenders, and shall take all reasonable actions to help ensure that future similar incidents do not occur, such as temporarily or permanently prohibiting the offender(s) from attending future contests.

## **7.10 FORFEITURE- Automatic loss of contest.**

**1.**In cases where a violation has occurred and a forfeiture(s) results, the member school shall be afforded the opportunity to appeal the forfeiture(s) and present an alternative corrective action for the CAASC Disciplinary Committee to consider in lieu of forfeiture(s). The school's governing board may appeal the corrective action of forfeiture(s) under one of the following conditions:

**2.**The administration and coaches of the offended member school(s) submit a written request to the CAASC Disciplinary Committee that the forfeiture(s) imposed against the offending member school be rescinded and, if applicable, that the school be allowed to participate in post-season competition.

**3.**When a school employee(s) was responsible for the violation that caused a forfeiture(s), the offending member school shall submit a written request that the forfeiture(s) be rescinded because appropriate corrective action(s) has been taken against said employee(s); such as, but not limited to, a letter of reprimand, dismissal or suspension.

**4.**The member school in violation submits a written request to the CAASC Disciplinary Committee that a forfeiture(s) be rescinded based on the school's voluntary withdrawal from all post-season competition.

**5.**In the event a student, parent or legal guardian files a false document with school authorities which results in the playing of an ineligible participant, the member school may appeal the forfeiture of the contest(s) in which the ineligible player participated. After hearing the appeal, the CAASC Disciplinary Committee may, at its discretion:

a. Waive imposing a penalty against the member school.

b. Declare the student involved ineligible in all sports for a maximum of 365 days from the date of the discovery of the false information.

c. After the period of ineligibility for filing a false document is satisfied, the student shall regain eligibility if all other eligibility requirements have been met.

6. Should a violation of CAASC Constitutional Guidelines or tournament procedures occur during a state tournament, the Tournament Games Committee or Tournament Director is authorized to disqualify a team or individual and/or cause a forfeiture of a contest(s).

7. Scoring for forfeits should be recorded in the following manner:

·Tackle Football: 6 - 0

·Flag Football: 6 - 0

·High School Volleyball: 3 - 0

·Junior High Volleyball: 2 - 0

·High School and Middle School Basketball: 2 - 0

·High School and Middle School Softball: 2 - 0

·High School and Middle School Baseball: 2 - 0

·High School and Middle School Soccer: 1 - 0

·High School and Middle School Chess: 1 – 0

·High School and Middle School Golf: 1 – 0

·High School and Middle School Ultimate: 1 – 0

·High School and Middle School Team Track: 1 – 0

·High School and Middle School Team Cross Country: 1 – 0

**8.**In the event that a school quits before the end of a contest, no matter if it is a mercy rule in place or not, that team will forfeit that current game and the next scheduled game.

## 7.11 Expulsion

1. Any member school which repeatedly fails to abide by CAASC Constitutional Guidelines and fails to carry out and further the philosophy and objectives of the CAASC may be expelled from the league per Article 7 of the CAASC Constitutional Guidelines.
1. Any member school which has been expelled from the league per Article 7 of the CAASC Constitutional Guidelines, after one calendar year from the date of its expulsion, petition for reinstatement as a CAASC member.

Equipment:

1. All equipment must be NFHS stamped.

“Individual commitment to a group effort – that is what makes a team work, a company work, a society work, a civilization work.”

- Vince Lombardi

## **Carolina Athletic Association for Schools of Choice**

**2300 W. Meadowview Rd.  
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