

**CAROLINA AMATEUR HOCKEY ASSOCIATION, INC.**  
**BYLAWS**

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**1.0 NAME**

- 1.1 The name of this corporation is the Carolina Amateur Hockey Association, Incorporated (hereinafter called "CAHA").

**2.0 PURPOSE**

- 2.1 The purpose of CAHA, in addition to any purposes set forth in the Articles of Incorporation of the organization, is as follows:

- (a) To encourage, foster and promote the development and growth of the sport of amateur hockey within the Carolina Affiliate of USA Hockey, Inc.
- (b) To conduct certain affairs of USA Hockey, to assist in the governance of the Registered Participant Members and Team Members of USA Hockey and to regulate the sport of amateur hockey within the Carolina Affiliate.
- (c) To encourage and develop the mental knowledge, skills, ability and sportsmanship of all participants with respect to the sport of amateur hockey.
- (d) To conduct and supervise hockey tournaments and to select representative Team Members to participate in USA Hockey District, Regional and National Tournaments.
- (e) To develop, implement, and maintain a Screening and Abuse Policy, and other such policies as required by USA Hockey which assures CAHA participants that its coaches and administrators comply with principles and standards of conduct established by USA Hockey and CAHA;
- (f) To do any and all acts desirable and in furtherance of the foregoing purposes and for the purpose of assisting and engaging in all activities which serve educational purposes, which are permitted by the North Carolina Nonprofit Corporation Code, and which are permitted to be carried on by an organization exempt from Federal taxation under the provisions of Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, and the regulations issued pursuant thereto, as amended, or by an organization to which contributions made are deductible under Section 170(c)(2) of the Code and the Regulations.
- (g) In addition, the corporation is formed for the purpose of assisting and engaging in all activities which foster national and international amateur sports competition, which are

permitted by the Act, and which are permitted to be carried on by an organization exempt from Federal taxation under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations issued pursuant thereto, as amended (the "Regulations"), or by an organization contributions to which are deductible under Section 170(c)(2) of the Code and the Regulations.

### **3.0 NON-PROFIT STATEMENT**

- 3.1 CAHA is and shall remain nonprofit, nonsectarian and nonpartisan corporation.
- 3.2 CAHA does not contemplate pecuniary gain or profit to any member thereof and is organized solely for nonprofit purposes.
- 3.3 No substantial part of the activities of the Corporation shall consist of attempting to propose, support, oppose, advocate the adoption or rejection of, or otherwise influence legislation by propaganda or otherwise, and the Corporation shall not participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from Federal taxation under Section 501 (c) (3) of the Code and the Regulations or the corresponding provisions of any subsequent Federal tax laws or by an organization contributions to which are deductible under Section 170(c)(2) of the Code and the Regulations or the corresponding provisions of any subsequent Federal tax laws.
- 3.4 No part of any net earnings of CAHA shall inure to the benefit of any Member Association or any Team Member or any individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered by a Director, Officer, employees, or agents and to pay principal and interest at a reasonable rate not exceeding current market rates on funds loaned or advanced by a Director or Officer of the Corporation.
- 3.5 Grant contributions by CAHA to Member Associations for the valid purpose of achieving the objectives of CAHA, shall not violate this rule, so long as such contributions assist in covering expenses and are not known to result in profit to the recipient.

### **4.0 LOCATION OF OFFICES**

- 4.1 **Principal Office:** The principal office for transaction of business of CAHA shall be located within the Carolina Affiliate, at such place or places as may be designated by the Board of Directors from time to time. Unless otherwise resolved, however, the principal office will be the home address of either the President or the Secretary of CAHA.
- 4.2 **Change of Principal Office:** The Board of Directors shall have full power and authority to change the principal office of CAHA from one location to another within the Carolina Affiliate. Any such change shall be made by resolution, but shall not be considered an amendment to these Bylaws.

## 5.0 DEFINITIONS

- 5.1 **USA Hockey:** The national governing body for the sport of amateur hockey, pursuant to the Amateur Sports Act of 1978, as amended and the duly authorized representative of the International Ice Hockey Federation (IIHF) with exclusive jurisdiction over the conduct of play of the sport of amateur hockey as sanctioned by the IIHF within the United States of America.
- 5.2 **Affiliate:** The Carolina Amateur Hockey Association, Incorporated (CAHA).
- 5.3 **Member Association:** Any active amateur hockey association or club that is granted membership in CAHA in accordance with Article 10.0 of these Bylaws and has one or more Team Members which actively engage in the sport of hockey within the Carolina Affiliate. As used herein, "Association" shall mean Member Association.
- 5.4 **Team Member:** Any team which belongs to a Member Association and is in good standing with both USA Hockey and CAHA. All teams registered by a Member Association must be known by the same team name, i.e., mascot, and wear the same team uniforms as the Member Association unless specifically approved by the CAHA Board of Directors in advance of team tryouts or team formation.
- 5.5 **Registered Participant Member:** Any person who is a legal resident of the United States and who is currently registered and in good standing with both USA Hockey and CAHA. Registered Participant Members shall have certain voting rights. Registered Participant Member's voting rights shall be exercised by the Authorized Representative of their Member Association.
- 5.6 **Authorized Representative:** Registered Participant Members shall be entitled to select one person from their respective Member Association as their representative. This representative shall be entitled to vote on the Registered Participant Member's behalf on all matters whereby such a Registered Participant Member vote is warranted or required.
- 5.7 **League:** Any group of Member Associations or Registered Team Members that are organized together for the purpose of scheduling and playing games on a regular basis as defined by CAHA. The recognized youth league in CAHA is the Carolinas Hockey League.
- 5.8 **Local Governing Body:** Any team, Club, League recognized by CAHA which has initial, primary authority and responsibility to conduct its affairs and programs; including, at a minimum, the conduct of its directors, officers, players, parents, coaches, minor officials, administrators, fans, participants and members within its participant program.
- 5.9 **Zones:** CAHA consists of the following zones: North Carolina and South Carolina.
- (a) CAHA is responsible for the jurisdiction and enforcement of CAHA and USA Hockey policies, Bylaws, Rules and Regulations in North and South Carolina.

5.10 **Rink Owner:** Any person recognized as having a financial ownership interest in an ice facility located within the affiliate area.

## 6.0 USA HOCKEY PREEMINENCE

6.1 CAHA, an Affiliate Association of USA Hockey, Inc., shall abide by and act in accord with the Articles of Incorporation, Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Affiliate.

Further, CAHA (i) shall assist USA Hockey in the administration and enforcement of the provisions of the Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey, within and upon its members and/or within its jurisdiction and (ii) agrees to be guided by the following core values of USA Hockey:

(a) **SPORTSMANSHIP**

Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. We will foster friendship with teammates and opponents alike.

(b) **RESPECT FOR THE INDIVIDUAL**

Treat all others as you expect to be treated.

(c) **INTEGRITY**

We seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.

(d) **PURSUANT OF EXCELLENCE AT THE INDIVIDUAL, TEAM AND ORGANIZATIONAL LEVELS**

Each member of the organization, whether player, volunteer or staff, should seek to perform each aspect of the game to the highest level of his or her ability.

(e) **ENJOYMENT**

It is important for the hockey experience to be fun, satisfying and rewarding for the participant.

(f) **LOYALTY**

We aspire to teach loyalty to the ideals and fellow members of the sport of hockey.

(g) **TEAMWORK**

We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the hockey experience.

6.2 Nothing contained herein, however, shall be construed to delegate the duties or responsibilities of CAHA's Directors or Officers to USA Hockey, its officers, directors, agents or employees, nor shall this provision be construed to prevent CAHA from implementing rules, policies and

procedures which may be more stringent than those of USA Hockey providing such rules, policies or procedures do not conflict with those of USA Hockey.

## **7.0 INDEMNIFICATION**

- 7.1 CAHA, an Affiliate of USA Hockey, shall indemnify and hold harmless USA Hockey, the Board of Directors of USA Hockey and each member thereof, the Executive Committee of USA Hockey and each member thereof, the councils and committees of USA Hockey and each member thereof, and all other elected, appointed, employed or volunteer representatives of USA Hockey from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of CAHA, except to the extent (i) that USA Hockey or its aforescribed representatives caused such claims, liability, judgments, costs, attorneys fees, charges or expenses by their own intentional neglect or default or (ii) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, Bylaws, Rules, and Regulations, Playing Rules, or decisions of the Board of Directors of USA Hockey.
- 7.2 CAHA understands and acknowledges that USA Hockey and its aforescribed representatives have assumed such assignment, function, office or capacity upon the express understanding, agreement, and condition that they may be so indemnified and held harmless to the extent described by these Bylaws.
- 7.3 USA Hockey shall reasonably cooperate with CAHA in any litigation and provide reasonable support in connection therewith, including but not limited to, advice and testimony upon reasonable request; provided however, that such cooperation shall not require USA Hockey to incur any out-of-pocket expense not reimbursed by CAHA.

## **8.0 CAHA PREEMINENCE**

- 8.1 Each Member Association of CAHA shall adopt bylaws, or other operating procedures not inconsistent with these Bylaws. In the event of conflict with the charter, bylaws, or other operating procedures of any Registered Team Member or Member Association, these Bylaws shall take precedence over and shall govern all CAHA's Registered Team Members and Member Associations.

## **9.0 REGISTERED TEAM AND ALLIED MEMBERS**

- 9.1 **Members:** All Member Associations, Member Teams and Registered Participant Members as defined in Article 5.0 shall be entitled to exercise all rights and privileges as that status may accord. Member Teams are the property of the registering Member Association in good standing with CAHA.
- 9.2 **Allied Members:** Any person or organization interested in or involved in the conduct of hockey within the Carolina Affiliate shall be eligible to become an Allied Member of CAHA, including, but not limited to, parents, coaches, out-of-state teams, officials, facility or rink owners. Allied

Members shall be non-voting members of CAHA.

- 9.3 **Member Compliance:** All players, teams, associations, leagues, groups, individuals or other organizations affiliated or registered with CAHA shall, by their affiliation or registration, be deemed to have indicated their willingness to comply with the Bylaws and the Rules and Regulations of CAHA and USA Hockey, and shall be subject to the rules and regulations thereof including but not limited to the signing of an annual Member Association Agreement with the CAHA.
- 9.4 **Suspension:** All players, teams, associations, leagues, groups, individuals or other organizations suspended by USA Hockey shall be automatically suspended by CAHA without further notice from CAHA and shall remain suspended unless and until such suspension is lifted by USA Hockey.
- 9.5 **Right of Membership Refusal:** The Board of Directors shall have the right and discretion to refuse membership in CAHA to any players, teams, associations, leagues, groups, individuals or other organizations within the criterion established by USA Hockey and CAHA.
- 9.6 **Bankruptcy:** In the event of any act of bankruptcy of any Member Association, whether voluntary or involuntary, including the filing of any petition for dissolution or reorganization under the bankruptcy laws of the United States OR in the event of any assignment for the benefit of creditors under state law, such act shall immediately terminate that Association's membership in CAHA.

## 10.0 MEMBER ASSOCIATIONS

- 10.1 Any active amateur Association, which is properly registered and in good standing with both USA Hockey and CAHA shall be eligible to become a Member Association if it meets the requirements set forth herein.
- 10.2 The purpose of Member Association status within CAHA is to allow Registered Participant Members to be represented within the CAHA by a duly elected representative of their organization and to allow Registered Participant Members the right to participate in CAHA sanctioned events in accordance with established CAHA Rules and Regulations.
- 10.3 Member Association shall be an organization that has been duly organized as a non-profit or for-profit corporation, a limited liability company, a sole proprietorship, a partnership or an association in the Carolina Affiliate.
- 10.4 Member Association status may be acquired by written application to CAHA on a membership application form which shall include, as a minimum, the following information:
- Name of the Association
  - Location of the Association
  - Primary ice facility for the Association

- Names, addresses and phone numbers of principal officers
- Signature of an Officer of the Corporation authorized to make application for membership in CAHA
- Proposed number and level of teams
- All prescribed fees
- The legal nature of the Association
- Declare the team name, i.e., mascot, which all teams registered by the association shall be known, if applicable.

10.5 The Member Association application shall also be accompanied by the following:

- (a) A certified copy of the applicant's Articles of Incorporation, Partnership Agreement, Association Agreement, Constitution, Bylaws or other governing documents; a certificate of corporate good standing from the state of incorporation.
- (b) A signed CAHA Affiliate agreement confirming compliance with all provisions of the Articles, Bylaws and Rules and Regulations of both CAHA and USA Hockey.
- (c) A signed letter from local ice provider(s) in order to show sufficient availability of ice to support its program and promote that program in accordance with the Bylaws and Rules of CAHA and USA Hockey.
- (d) For Youth and Girl's Associations, a list of all Association Administrators, coaches, team managers, locker room monitors, team drivers, travel chaperones identified at the time of the application. The list shall include the individual's full name, address and background screening expiration date.
  - i. All Association Administrators, coaches, team managers, locker room monitors, team drivers, travel chaperones or any other person who will have regular, routine or frequent access to or supervision over minor participants, and all persons in a supervisory position within the Association identified at the time of the application must be screened in accordance with Article 30.0 – Screening prior to consideration of the Association's application for membership.
  - ii. All Association Administrators, coaches, team managers, locker room monitors, team drivers, travel chaperones or any other person who will have regular, routine or frequent access to or supervision over minor participants, and all persons in a supervisory position within the Association identified at the time of the application shall complete the SafeSport Awareness Training prior to consideration of the Association's application for membership.
- (e) Provide a statement of market place impact on the existing Member Associations operating within shared ice facilities.

- (f) A declaration in writing of the association's intended growth initiatives and the development plan for new hockey players.
- (g) Any other information or documents requested by the CAHA Membership Committee.

10.6 As a minimum, each Member Association's governing documents and/or operating procedures shall:

- (a) Include Article 6.0 - USA Hockey Preeminence; Article 7.0 - Indemnification and Article 8.0 - CAHA Preeminence as stated in these Bylaws.
- (b) Clearly define the method of electing Association representatives as outlined in Article 11 .0 - Voting Rights.
- (c) Adopt USA Hockey Bylaw 10 as it now exists or may hereafter be amended as the sole and exclusive remedy for discipline and dispute resolution.
- (d) Contain SafeSport adoption which includes a Physical Abuse Policy, Emotional Abuse Policy, Sexual Abuse Policy, Bullying, Threats and Harassment Policy, and Hazing Policy; Locker Room Policy, Social Media, Mobile and Electronic Communications Policy, Travel Policy, Billeting Policy, Education and Awareness Training Policy; Screening Policy, Zero Tolerance Policy and other such policies which complies with USA Hockey requirements.
- (e) Ensure each constituent Registered Participant Member reasonable information relating to utilization of fees charged for participation in the Association in which they are participating.
- (f) Shall acknowledge the Member Association's duty to comply with CAHA's disciplinary process.

10.7 The CAHA Board of Directors shall appoint a Membership Committee Chair whose role shall be to review each Membership Application and supporting documents for completeness. The Membership Committee Chair shall provide applicants with assistance with completing the applications according to the Membership Application Procedure, reviewing the applications and making recommendations to the CAHA Board of Directors on whether the applicant has satisfied the membership requirements for Member Association status.

10.8 All new Member Associations seeking to register their association teams with USA Hockey and CAHA for play during the regular season (September 1-February 28) must submit their application and supporting documents to the CAHA Membership Chair by October 31 of the prior year. CAHA will review and act on new applications during the month of January.

- i. Exception 1 - New ice facilities may apply for membership at any time upon completion of construction and shall be limited to internal house programs only within the current season.



- ii. Exception 2 – New disabled hockey Associations in markets where disabled hockey in the Association’s stated discipline does not exist may apply for membership at any time during the season. Disabled hockey Associations in markets where disabled hockey in the Association’s stated discipline does exist shall not be eligible for this exception.

10.9 CAHA reserves the right to approve, modify or deny the number of teams requested. All new Associations will operate under a two-year probationary period with a yearly review. Upon completion of the two-year period, probationary status will then be reconsidered by CAHA for final approval, an extended probationary period or revocation of membership. Factors to be considered by CAHA during the period of probationary member status include, but are not limited to:

- i. Has the Association abided by all bylaws, rules and policies of USA Hockey and CAHA.
- ii. Are all Association coaches properly certified, SafeSport trained and screened.
- iii. Has the Association satisfied all financial obligations.
- iv. Has the Association worked to build [or grow] the player base in the relevant market as opposed to merely recruiting players from other associations.
- v. Has the Association acted as a good citizen in the local hockey community.
- vi. Has the Association registered individual members and teams during the probationary period.
- vii. The Association must provide a written evaluation of their market place impact on the existing Member Associations operating within shared ice facilities .
- viii. The Association must provide a written evaluation on the success of their growth and development plan.

10.10 **Member Compliance:** All associations, leagues, groups, individuals or other organizations affiliated or registered with CAHA shall, by their affiliation or registration, be deemed to have indicated their willingness to comply with the Bylaws and the Rules and Regulations of CAHA and USA Hockey, and shall be subject to the rules and regulations thereof including but not limited to the disciplinary procedures set forth herein.

10.11 **Suspension:** All associations, leagues, groups, individuals or other organizations suspended by USA Hockey shall be automatically suspended by CAHA without further notice from CAHA and shall remain suspended unless and until such suspension is lifted by USA Hockey.

10.12 **Right of Membership Refusal:** The Board of Directors reserves the right to refuse membership to an Association that fails to comply with the requirements of this bylaw, that fails to furnish documentation and other information requested or that fails to follow and comply with the Bylaws, Rules and Regulations and policies of CAHA and USA Hockey.

## **11.0 VOTING RIGHTS**

### **11.1 Election of Member Association Representatives:**

- (a) Each organization granted Member Association status within CAHA shall be entitled to send an Authorized Representative to the CAHA Annual Meeting. This representative shall be entitled to represent and vote on behalf of the constituent Registered Participant Members of that Member Association as set forth in these Bylaws.
- (b) Representatives shall be selected by the Registered Participant Members in an open, democratic manner with each Registered Participant Member in good standing registered with that Member Association as of February 28th of the then current playing season shall be eligible to cast one (1) vote for the representative of their choice. Each Member Association may obtain a list of all Registered Participant Members registered within CAHA from the USA Hockey Registrar or his designee on or before March 31st of each playing season. Member Association representatives shall be selected by his or her respective constituent Registered Participant Members and the certified selection results submitted in writing to CAHA by an officer of the Association Member on or before April 30th of the then current hockey season. Proxy or cumulative voting is not allowed for the selection of Member Association representatives. Voting by ballot for Member Association representatives is encouraged.
- (c) Member Association Authorized Representatives shall be seated and recognized at the CAHA Annual Meeting, provided the above requirements have been certified by the Authorized Representative in writing as having been met.

### **11.2 Registered Participant Member Voting**

- (a) Subject to the procedures established herein, Registered Participant Members entitled to vote at any CAHA Annual or Special Meeting of Member Associations shall be permitted to vote or act by written proxy for all those matters subject to a vote of Registered Participant Members; provided, however, that nothing contained in such proxy may irrevocably bind the proxy holder to cast his or her vote in any manner concerning modification, addition, or deletion of CAHA policy, and the proxy holder shall be entitled to participate in debate or discussion and cast his or her vote in his or her sole discretion; but, provided further, however, that a proxy solicited by and given in accordance with a direction or instruction to cast a vote in a particular manner shall irrevocably bind the holder of the proxy to cast his or her vote accordingly.
- (b) Any proxy given by a Registered Participant Member shall be in writing, shall specify the purpose of the proxy and shall be signed by the Registered Participant Member.
- (c) The Member Association Authorized Representative shall deliver a copy of all written proxies by its Registered Participant Members to the Secretary of CAHA at least seventy-

two (72) hours prior to the CAHA Annual Meeting or such other Special Meeting as may be called. The CAHA Secretary shall maintain the proxies for each meeting for a period of not less than three (3) years from their date, after which they may be discarded.

- (d) Any proxy shall be good for a period of no longer than eight (8) months and shall be fully revocable at any time by written or oral notice from the Registered Participant Member to the CAHA Secretary prior to the commencement of voting at any meeting.
- (e) Any Registered Participant Member not wishing to give its proxy vote to its Association Authorized Representative may elect to give it to the CAHA Secretary or to another qualified voting member of CAHA in the same manner as prescribed in Paragraphs (b) and (c) above. The CAHA Secretary shall be entitled to cast such proxy votes as specifically directed in writing by the Registered Participant Member. If no written direction is given, the Registered Participant Member may designate which of the Officers or elected Board members shall cast the votes at his/her discretion.
- (f) All written proxies shall comply with the Laws of the State of North Carolina.
- (g) Any Registered Participant Member not wishing to cast its vote by proxy is entitled to attend any CAHA Annual Meeting or Special Meeting to cast such vote directly.

## **12.0 FEES AND DUES**

- 12.1 The CAHA Board of Directors shall establish dues and such other fees to be paid by each Registered Participant Member and/or Allied Member. Such dues and fees shall be based upon an approved annual budget, which will be established and accepted at the CAHA Annual Meeting.
- 12.2 In addition to any such Registered Participant Member and/or Allied Member dues or fees, the Board of Directors may establish fees for Association Members within the CAHA. The amount of such fees, if any, shall accompany the Member Association application.
- 12.3 Failure to pay fees or dues as prescribed shall cause the loss of good standing of the Member Association, Registered Participant Member or Allied Member and may result in suspension or expulsion from CAHA and USA Hockey.

## **13.0 BOARD OF DIRECTORS**

- 13.1 The affairs of CAHA shall be governed and managed by a Board of nine (9) Directors elected by majority vote of the Member Associations from within the State in which the Director resides. As a minimum, six (6) Directors shall reside in North Carolina and three (3) Directors shall reside in South Carolina. The Board may not have more than ten percent (10%) representation of directors that are rink owners. The number of Directors shall be reviewed by the board on an annual basis for adequacy by December 31 of each year.

- 13.2 The number of Directors may be increased by majority vote of all Member Associations located within the Carolina Affiliate; provided, however, that the representation on the Board of Directors of each Zone within the Carolina Affiliate shall be proportionate to the number of Registered Participant Members from each respective Zone. Directors cannot be an officer (i.e. President, Vice President, Secretary, Treasurer, etc.) of a local governing body.
- 13.3 North and South Carolina shall be divided into districts to ensure the Member Associations adequate representation. The division of districts will be as follows:

<b>NORTH CAROLINA</b>	
North Carolina 1	Greensboro, NC Winston Salem, NC
North Carolina 2	Charlotte, NC
North Carolina 3	Fayetteville, NC Hillsborough, NC Greenville, NC Wilmington, NC
North Carolina 4	Raleigh, NC
North Carolina 5	Charlotte, NC
North Carolina 6	Raleigh, NC

<b>SOUTH CAROLINA</b>	
South Carolina 1	Charleston, SC Columbia, SC
South Carolina 2	Charleston, SC
South Carolina 3	Greenville, SC

The division of Districts shall be reviewed by the board on an annual basis for adequacy by March 15 of each year.

- 13.4 If a candidate within the geography of a district is not nominated, that position will be declared “at large” and may be filled by a candidate within the overall geography of the respective state for that Director term.
- 13.5 **USA Hockey Directors/Registrars:** USA Hockey Directors and Registrars/Associate Registrars residing in the Carolina Affiliate shall be ex-officio members of the Board of Directors until such time as they are replaced except that such person(s) shall have no vote upon any matter coming before the CAHA Board of Directors.
- 13.6 **Other Members of the Board:** From time to time the Board of Directors may add or appoint additional non-voting Allied Members to the Board of Directors. These people shall be appointed where the Board of Directors feels that their presence and contribution is necessary for the good of CAHA. It is recommended that the USA Hockey Associate Risk Manager, USA Hockey State Supervisor(s) of Officials, and the USA Hockey Associate Coach-In-Chief be appointed to the Board of Directors as non-voting members.
- 13.7 **Duties of the Board of Directors:** The duties of the Board of Directors shall be as set forth in Addendum B hereto.
- 13.8 **Terms of Directors:** Each Director shall be elected for a term of three years. Nothing contained herein shall prohibit a Director from serving consecutive terms of office. Terms of the Directors shall be staggered. A Director then in office shall remain in office until such time as his or her successor is elected.
- 13.9 **Voting by Directors:** Each Director shall be entitled to one (1) vote. In the event of a tie vote, the CAHA President shall cast the tie-breaking vote; provided, however, that he or she may not cast

a vote both as President and as a Director on any matter coming before the Board.

- 13.10 **Director Emeritus:** Any Director or Officer who has served at least fifteen (15) years on the Board of Directors and who has retired or is retiring is eligible for nomination as a “Director Emeritus” after his/her term of office as a Director or Officer expires. A Director Emeritus shall hold office for life but not have voting privileges and may not run for any other CAHA office while emeritus.

#### 14.0 METHOD OF ELECTION OF CAHA DIRECTORS

- 14.1 **Voting Eligibility for CAHA Directors:** In any voting to elect a CAHA Director, the Authorized Representative of the Member Association shall exercise the vote of the registered participant members of each Association. The number of current season votes to be cast will be based on the registered participant members filed with the USA Hockey Associate Registrar for North and South Carolina as of April 15th.

- 14.2 **Nominations for CAHA Directors:** Any Registered Participant Member of CAHA may nominate himself/ herself or any other person who resides within the geographic district of the open Director position(s). Nominations shall be in writing and must include: (a) the registered participant member's name and address, (b) the nominee's name, address, and acceptance statement, and (c) a brief resume of the nominee's qualifications and hockey-related experience. All nominations must be submitted to the Associate Registrar on or before May 6th of the election year.

- (a) In the event a candidate who resides within the geography of a district is not nominated, that open position will be declared “at large” for the next term only. The nomination process for the “at large” position will reopen statewide and follow a time frame consistent with 14.3 (a) to allow for the democratic election of the open Director position(s).
- (b) If only one (1) nomination for a geographic district(s) is received the election will be terminated and the nominee(s) will be declared elected by acclamation.
- (c) Prior to ballot distribution, a candidate may withdraw from the election by presenting to the Associate Registrar a written statement of his or her intention to withdraw. When only one (1) candidate remains after a candidate has withdrawn the election will be terminated and the remaining nominee will be declared elected by acclamation.

#### 14.3 Voting

- (a) Ballots shall be distributed by the Associate Registrar by mail or by such other method as approved by the CAHA Board of Directors in accordance with the following timetable:

Nominations Open - April 15th

Nominations Close - May 6th

Ballots Distributed - May 15th  
Ballots Postmarked by - June 5th  
Termination of Appeal Deadline – 10 days after the publication of election results.

- (b) Each ballot will identify the Member Association, the number of votes the Member Association may cast, a list of the nominees for the open Director position(s), and the resumes provided with the nomination. The ballot will allow Member Associations to divide votes between the candidates provided the total votes do not exceed the number of votes to be cast.
- (c) Ballots with the following errors shall be void and not counted for that election:
  - 1) Duplicate ballots.
  - 2) Ballots executed by an individual other than the Authorized Representative of the Member Association.
  - 3) Ballots casting more votes than the Member Association is allowed.
  - 4) Ballots returned by any method other than the specified election procedure.
- (d) In the event a candidate withdraws from the election after ballot distribution by presenting to the Associate Registrar a written statement of his or her intention to withdraw, all votes cast are counted and reported under the name of the candidate. Should the withdrawn candidate receive the highest number of votes, the candidate with the next highest vote count shall be declared the winner.

14.4 **Deadline for Receipt of Ballots:** Executed ballots must be received by the Associate Registrar or designee by June 5 of the election year. Ballots received after the date specified shall be void and not counted for that election with the exception of elections as defined in 14.2 (a).

14.5 **Proxy Voting:** Proxy voting is specifically prohibited.

14.6 **Winning Candidates:** The candidate(s) with the highest number of votes shall be declared the winner.

14.7 **Ineligible Candidates:** The USA Hockey Associate Registrar, State Supervisor(s) of Officials, Associate Risk Manager and Associate Coach-in-Chief shall be ineligible for election to the position of CAHA Director.

14.8 **Certification of Ballots:** All ballots shall be counted by USA Hockey Member Services, and/or the Associate Registrar and an additional member of the Southeastern District Caucus, who shall also have the authority to reject any ballots not in compliance with CAHA election procedures as stated above. The Associate Registrar or designee shall notify the Director candidates and current CAHA Board of Directors of the election results. USA Hockey Member Services shall retain the ballots and any voided ballots until the next "Affiliate Director Election," or a period of 90 days after the election results are made public.

- 14.9 **Appeals of the Elections:** Appeals of the elections must be made by a candidate in writing to the Associate Registrar within 10 days of the election results being made public. In the event of an appeal, USA Hockey Member Services shall review the ballots to determine validity and confirm the vote count. No ballots will be destroyed until 90 days after the appeal has been settled.
- 14.10 **Seating of CAHA Directors:** CAHA Directors shall be seated at the Annual Meeting of the CAHA Board of Directors which shall immediately follow the CAHA Annual Meeting of Member Associations.
- 14.11 **Removal and Replacement of CAHA Directors:** Any CAHA Director who fails to attend two (2) or more consecutive meetings may be removed by an affirmative vote of eight (8) or more directors present at a duly held Directors' meeting; provided, that the removal is placed on the meeting agenda prior to the meeting and the Director to be removed is given written notice of the proposed action no less than seventy-two (72) hours prior to the meeting. If the Directors remaining in office constitute fewer than eight (8), a Director may be removed by the affirmative vote of a majority of all the directors remaining in office. A special election will be held to replace the removed Director following a time frame consistent with 14.3 (a) to allow for the democratic election of a replacement Director. The replacement Director shall be seated at the next meeting of the Board of Directors and will remain in office for the unexpired term of the Director who was removed.
- 14.12 **Resignation of CAHA Directors:** A Director may resign at any time by delivering written notice to the Board of Directors or to the President or Secretary. A resignation is effective when the notice is effective unless the notice specifies a later effective date. If a resignation is made effective at a later date, a special election will be held following a time frame consistent with 14.3 (a) but the new Director shall not take office until the vacancy occurs.
- 14.13 **Vacancy:** In the event a vacancy occurs due to resignation or death, a special election will be held following a time frame consistent with 14.3 (a) to allow for the democratic election of a replacement Director. The replacement Director shall be seated at the next meeting of the Board of Directors and will remain in office for the unexpired term of the vacancy.

## 15.0 OFFICERS

- 15.1 The Officers of CAHA shall be elected by a majority vote of the voting members of the Board of Directors for the following offices, as a minimum:
- President
  - First Vice President/Chairman of Dispute Resolution Standing Committee
  - Chair of Youth Standing Committee
  - Chair of Adult Standing Committee
  - Chair of Girl's/Women's Standing Committee
  - Secretary



- Treasurer

- 15.2 The Officers of CAHA may be elected at the Annual Meeting of the Board of Directors but in no event shall such election take place any later than thirty (30) days after the Annual Meeting of the Board of Directors.
- 15.3 The President, First Vice President, Secretary and Treasurer shall be elected from the Board of Directors. The Chairs of the Youth, Adult and Girls/Women Committees shall be officers and may be any other adult resident within the Carolina Affiliate who supports and can further the purposes of CAHA.
- 15.4 The Board of Directors may elect or appoint such other officers, including one (1) or more assistant secretaries and one (1) or more assistant treasurers, as it shall deem desirable. Such officers shall have the authority and shall perform the duties prescribed from time to time by the Board of Directors.
- 15.5 The Board of Directors may also appoint a paid administrator who shall be responsible for assisting the Board of Directors, the Officers and the Standing Committees in performing all of the various administrative tasks required to fulfill their obligations and duties on behalf of CAHA. The amount and types of reimbursement for such administrator shall be determined by the Board of Directors. Any such administrator shall not be a member of the CAHA Board of Directors, an Officer of CAHA or an officer or board member of any other hockey association within the Carolina Affiliate.
- 15.6 The President shall be elected for a term of two (2) years. He/she shall act as chairman of the Board of Directors but shall have no vote except in the event of a tie vote by the Directors, in which case he/she shall cast the tie-breaking vote. All other Officers shall serve a term of one (1) year. Nothing contained herein shall prohibit an Officer from being re-elected for consecutive terms. Of the offices established above, no two (2) or more offices may be held by the same person at the same time.
- 15.7 Any Officer who is unable or unwilling to complete his/her full term of service for which the officer was elected, shall be replaced by a majority vote of the Board of Directors.
- 15.8 Any Officer or agent, elected or appointed by the Board of Directors, may be removed from office by a vote of two-thirds (2/3) of the Board of Directors entitled to vote on the issue, whenever, in the Board's judgment, the best interest of CAHA would be served thereby, but such removal shall be without prejudice to subsequent re-election or appointment.
- 15.9 The following order of succession shall apply in the event the President is unable or unwilling to perform his/her duties during a meeting:
- First Vice President
  - Secretary

- Treasurer

15.10 The duties of the Officers shall be as set forth in Addendum C hereto.

## 16.0 CONFLICT OF INTEREST POLICY

16.1 **Introduction:** It is in the best interest of CAHA to be aware of and properly manage all conflicts of interest. This Conflict of Interest Policy is designed to help board members and volunteers of CAHA to identify situations that present possible conflicts of interest and to provide CAHA with a procedure whereby such potential conflicts may be reviewed by an appropriate party when necessary. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

16.2 **Conflicts of Interest Defined:** In this Policy, a person with a conflict of interest is referred to as an "Interested Person." For purposes of this Policy, the following circumstances shall be deemed to create a Conflict of Interest:

- (a) A director, officer, staff or volunteer, including a board member (or family member of any of the foregoing) is a party to a contract, or involved in a transaction with CAHA for goods or services.
- (b) A director, officer, staff or volunteer, (or a family member of any of the foregoing) has a material financial interest in a transaction between CAHA and an entity in which the director, officer, staff or volunteer, or a family member of the foregoing, is a director, officer, agent, partner, associate, employee, trustee, personal representative, receiver, guardian, custodian, or other legal representative.
- (c) A director, officer, employee or volunteer, (or a family member of the foregoing) is engaged in some capacity or has a material financial interest in a business or enterprise that competes with CAHA.

Other situations may create the appearance of a conflict, or present a duality of interests in connection with a person who has influence over the activities or finances of CAHA. All such circumstances should be disclosed to the board, as appropriate, and a decision made as to what course of action the organization or individuals should take so that the best interests CAHA are not compromised by the personal interests of stakeholders in the organization.

16.3 **Gifts, Gratuities and Entertainment:** Accepting gifts, entertainment or other favors from individuals or entities can also result in a conflict or duality of interest when the party providing the gift/entertainment/favor does so under circumstances where it might be inferred that such action was intended to influence or possibly would influence the interested person in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value which are not related to any particular transaction or activity of CAHA.

#### 16.4 Definitions:

- (a) A "Conflict of Interest" is any circumstance described in Part 1 of this Policy.
- (b) An "Interested Person" is any person serving as an officer, member of the Board of Directors, staff or volunteer of CAHA or a major donor to CAHA or anyone else who is in a position of control over CAHA who has a personal interest that is in conflict with the interests of CAHA.
- (c) A "Family Member" is a spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister, of an Interested Person.
- (d) A "Material Financial Interest" in an entity is a financial interest of any kind, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect an Interested Person's or Family Member's judgment with respect to transactions to which the entity is a party.
- (e) A "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods or services, the providing or receipt of a loan or grant, the establishment of any other type of financial relationship, or the exercise of control over another organization. The making of a gift to CAHA is not a Contract or Transaction.

#### 16.5 Procedures:

- (a) Prior to board or committee action on a Contract or Transaction involving a Conflict of Interest, a director or committee member having a Conflict of Interest and who is in attendance at the meeting shall disclose all facts material to the Conflict of Interest. Such disclosure shall be reflected in the minutes of the meeting. If board members are aware that staff or other volunteers have a conflict of interest, relevant facts should be disclosed by the board member or by the interested person him/herself if invited to the board meeting as a guest for purposes of disclosure.
- (b) A director or committee member who plans not to attend a meeting at which he or she has reason to believe that the board or committee will act on a matter in which the person has a Conflict of Interest shall disclose to the chair of the meeting all facts material to the Conflict of Interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.
- (c) A person who has a Conflict of Interest shall not participate in or be permitted to hear the Board's or committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- (d) A person who has a Conflict of Interest with respect to a Contract or Transaction that will

be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote.

- (e) The person having a conflict of interest may not vote on the Contract or Transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of CAHA has a Conflict of Interest when he or she stands for election as an officer.
- (f) Interested Persons who are not members of the Board of Directors of CAHA, or who have a Conflict of Interest with respect to a Contract or Transaction that is not the subject of Board or committee action, shall disclose to the Chair, or the Chair's designee, any Conflict of Interest that such Interested Person has with respect to a Contract or Transaction. Such disclosure shall be made as soon as the Conflict of Interest is known to the Interested Person. The Interested Person shall refrain from any action that may affect CAHA's participation in such Contract or Transaction.

In the event it is not entirely clear that a Conflict of Interest exists, the individual with the potential conflict shall disclose the circumstances to the Chair or the Chair's designee, who shall determine whether full board discussion is warranted or whether there exists a Conflict of Interest that is subject to this policy.

16.6 **Confidentiality:** Each director, officer, employee and volunteer shall exercise care not to disclose confidential information acquired in connection with disclosures of conflicts of interest or potential conflicts, which might be adverse to the interests of CAHA. Furthermore, directors, officers, employees and volunteers shall not disclose or use information relating to the business of CAHA for their personal profit or advantage or the personal profit or advantage of their Family Member(s).

16.7 **Administration of Policy:** Each board member, staff and volunteer shall be provided with and asked to review a copy of this Policy and to acknowledge in writing that he or she has done so.

Annually each director, officer, employee and volunteer shall complete a disclosure form identifying any relationships, positions or circumstances in which he or she is involved that he or she believes could contribute to a Conflict of Interest.

This policy shall be reviewed annually by each member of the Board of Directors. Any changes to the policy shall be communicated to all staff and volunteers.

## 17.0 STANDING COMMITTEES

- 17.1 The CAHA Board of Directors shall establish, as a minimum, the following Standing Committees:
- CAHA Youth Committee
  - CAHA Adult Committee

- CAHA Girls/Women Committee
- CAHA Disciplinary/Disputes Resolution Committee
- CAHA Tournament Committee

- 17.2 Except for the Chair of the Committee who shall be elected by the Board of Directors, the members of these Standing Committees may be appointed at the Board of Directors Annual Meeting by a majority vote of the Board of Directors then in office, but in no event shall such appointments take place any later than thirty (30) days after the Annual Meeting of the Board of Directors. The CAHA President shall have the absolute right at his or her discretion to appoint one (1) person of his/her choosing to each Standing Committee who shall be neither an Officer nor a Director of CAHA but who may be an Officer or Director of any other Association or League.
- 17.3 The members and duties of each Standing Committee shall be as set forth in Addendum D hereto. As a minimum, one (1) or more Directors shall serve on each Standing Committee. The CAHA President shall also serve as an ex-officio member of each Standing Committee if not otherwise appointed to that committee but shall not vote nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity. The CAHA President shall serve as a liaison between the Standing Committees and the CAHA Board of Directors.
- 17.4 The Board of Directors may, at any time, establish such other Standing Committees as it shall deem desirable or necessary. Members of such other Standing Committees shall be appointed by a majority vote of the Board of Directors and such Standing Committees shall have the authority and shall perform the duties prescribed from time-to-time by the Board of Directors.
- 17.5 Any Standing Committee member who is unable or unwilling to complete his/her full term of service for which the member was appointed, shall be replaced by a majority vote of the Board of Directors.
- 17.6 Any Standing Committee member appointed by the Board of Directors may be removed from the committee by a vote of two-thirds (2/3) of the Board of Directors whenever, in the Board's judgment, the best interest of CAHA would be served thereby, but such removal shall be without prejudice to subsequent re-appointment or appointment to another Standing Committee.
- 17.7 The objectives, programs, budgets and fees proposed by each Standing Committee shall be subject to the approval by majority vote of the full CAHA Board of Directors.
- 17.8 Nothing herein should be construed that the Standing Committees are to be organized in an identical manner or that the objectives and programs of the Standing Committees will be the same. At a minimum, each Standing Committee will have a Chairperson and a Secretary.
- 17.9 All proceedings of Standing Committees shall be recorded and minutes of the meetings provided by mail, electronic mail or facsimile to all committee members and the full Board of Directors within seven (7) days of any Standing Committee session or meeting.

17.10 Each Standing Committee shall be allowed to place items on the agenda of the CAHA Board meetings under their respective Standing Committees to be voted on as any other agenda item in the prescribed manner.

## **18.0 EXONERATION FROM PERSONAL LIABILITY**

18.1 CAHA hereby consents and declares that each Officer, members of the Standing Committees, chairman and members of all other committees, and all elected or appointed officers, agents, administrators, and officials in any capacity, shall be deemed to have assumed office or assignment on the express understanding, agreement and condition that each one of them and his/her heirs, executors and administrators, estate and effects respectively, shall from time-to-time and at all times be indemnified and saved harmless out of the funds of the CAHA from and against all liabilities, judgments, costs, charges and expenses whatsoever which such member sustains or incurs in or about any action, or suit or proceeding which is brought, commenced or prosecuted against him or her for and in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in or about the execution of the duties of his/her office and also from and against all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his/her own willful neglect, intentional wrongful act or fraudulent act.

18.2 CAHA shall maintain Directors and Officers insurance in effect at all times.

## **19.0 MEETINGS**

### **19.1 Registered Team Member Meetings**

- (a) Member Association meetings may be called by the President, by a written request of no fewer than two-thirds (2/3) of the Board of Directors or by a written request of no fewer than sixty percent (60%) of the Member Associations. At all such meetings, Member Associations may be represented by their duly elected Authorized Representative.
- (b) All Member Association meetings shall be held on no less than thirty (30) days' written notice to those entitled to attend.

### **19.2 Board of Directors Meetings**

- (a) Regular meetings of the Board of Directors shall be held in December/January and June/July of each year. The December/January and June/July meetings should precede the USA Hockey Mid-Annual and Annual Meetings.
- (b) At the annual meeting of the Board of Directors, Officers and members of Standing Committees shall be elected and/or appointed as the case may be and such other policy matters as may come before the Board shall be addressed and resolved.

19.3 **Standing Committee Meetings:** Meetings of Standing Committees shall take place as needed, but no less often than once per quarter. It is recommended that the Disputes Resolution Committee meet monthly from September through April of each playing season.

19.4 **Action by Ballot**

- (a) Any action, which may be taken at a regular or special meeting of CAHA, may be taken without a meeting. If an action is taken without a meeting, CAHA shall distribute a written ballot to every person entitled to vote on the matter. The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposed action, and provide a reasonable time of not less than thirty (30) days, nor in any event, later than May 30th of any year in which such action is to be taken within in which to return the ballot to CAHA. The number of votes cast by ballot must equal or exceed the quorum required to be present at a meeting authorizing the action, and the number of approvals must equal or exceed the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
- (b) Ballots shall be solicited in a manner consistent with the requirements of giving notice of Member Association meetings as set forth in these Bylaws and of voting by written ballot as set forth above. All such solicitations shall indicate the number of responses needed to meet the quorum requirement with respect to ballots and shall state the percentage of approvals necessary to pass the measure submitted. The solicitation shall specify the time by which the ballot must be received in order to be counted.
- (c) The form of written ballots shall afford an opportunity on the form of written ballot to specify a choice between approval and disapproval of each matter or group of related matters intended, at the time the written ballot is distributed, to be acted on by such written ballot. The form shall also provide, subject to reasonable specified conditions, that where the person solicited specifies a choice with respect to any such matter the vote must be cast in accordance therewith.
- (d) Unless otherwise provided in the Articles of Incorporation of CAHA or these Bylaws, a written ballot may not be revoked once it has been deposited in the United States Mail or otherwise delivered to the CAHA Secretary or his designee.

19.5 **Action by Other Means:** Any action which may be taken at a meeting of the Board of Directors or Standing Committee, may also be taken without a meeting if authorized in writing by all the persons entitled to vote upon such action with said writing being signed by all of such voting persons and then tabulated and recorded on the minutes of the next meeting. This shall include actions taken by electronic mail providing all parties involved in such communications can receive and respond to such actions. The content and substance of any such e-mail conferences shall be recorded in writing and distributed promptly to all participants, the Board of Directors and Officers of CAHA.

## 20.0 QUORUMS

20.1 **Quorum for Member Association Meetings:** A majority of the Registered Participant Members registered with both USA Hockey and CAHA as of February 28th of the current playing season plus one (1) must be represented by Member Association Authorized Representatives at a meeting to constitute a quorum for the transaction of business at any meeting of Member Associations. A duly called or held meeting at which a quorum is present may continue to do business until adjournment even after withdrawal of Member Association Authorized Representatives which may leave less than a quorum in attendance.

### 20.2 Quorum for Meetings of the Board of Directors and Standing Committees

- (a) A majority of the Directors then seated in office shall constitute a quorum for transaction of business by the Board of Directors, provided that at least one (1) Director for each State is present.
- (b) A majority of the respective Committee members shall constitute a quorum for the transaction of any Standing Committee business.
- (c) A duly called or held meeting at which a quorum is present, may continue to do business until adjournment even after withdrawal of Directors or committee members which may leave less than a quorum in attendance.

## 21.0 CONTRACTS, CHECKS, DEPOSITS, FUNDS AND FISCAL YEAR

21.1 **Contracts:** The Board of Directors may authorize any officer or officers, agent or agents, of CAHA, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of CAHA and such authority may be general or confined to specific instances.

21.2 **Checks, Drafts, etc.:** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of CAHA shall be signed by such officer or officers, agent or agents of CAHA and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination of the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President of CAHA in the event the amount of said instrument is in excess of \$500.00. Instruments in amounts less than \$500.00 may be signed by the Treasurer or President alone, or for more than \$500.00, if instructed by the Board of Directors.

21.3 **Deposits:** All funds of CAHA shall be deposited from time to time to the credit of CAHA in such banks, trust companies or other depositories as the Board of Directors may select.

21.4 **Gifts:** The Board of Directors may accept on behalf of CAHA any contribution, gift, bequest or devise for the general purposes or for any special purpose of CAHA.



- 21.5 **Reporting:** The CAHA Treasurer shall provide the Board of Directors with an itemized listing of all checks issued and deposits made on a quarterly basis.
- 21.6 **Fiscal Year:** The fiscal year of CAHA shall begin on September 1 and end on August 31 of the following year.
- 21.7 **Bond:** Any person having control of or signatory authority of checks, drafts, accounts, receipts, cash, contributions, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of CAHA or received for the benefit of CAHA shall obtain a bond in an amount to be fixed by the Board of Directors of CAHA sufficient to protect CAHA against loss or damage.

## 22.0 AMENDMENTS

- 22.1 **Bylaw Amendments:** Unless the action would materially or adversely affect the rights of Registered Association Members to voting, Bylaws may be adopted, amended, or repealed by the Board of Directors by a vote of two-thirds (2/3) of the Directors present at the CAHA Annual Meeting or by a vote by eighty percent (80%) of the Directors present at any other duly held meeting of the Board of Directors, except as provided in North Carolina Corporations Code with respect to required and optional number of directors, term of office, filling vacancies, quorums, proxy voting, and cumulative voting.
- 22.2 **Bylaw Amendments Affecting Registered Association Member Voting Rights:** Amendments or alterations to these Bylaws affecting the voting rights of Registered Association Members shall be made only at the Annual Meeting of CAHA after specific notice to the President and Secretary of CAHA has been given, in writing, not later than thirty (30) days prior to the scheduled date of said meeting. The Secretary shall communicate such proposed amendments or alterations to each member of the Board of Directors and the Authorized Representative of the Registered Association Members no later than May 1st of any year in which such amendment is proposed. Notice to the Registered Association Members may be given through their Member Association Authorized Representatives.
- 22.3 **Approval of the Registered Association Members:** A majority vote of the Registered Association Members entitled to vote and present at a meeting duly called and held is required for the adoption of any amendment or alteration to these Bylaws that affect the voting rights of a Registered Association Member.
- 22.4 **Distribution of Bylaws and Rules:** Prior to December 31st of each playing season, CAHA shall provide a copy or publish a copy on the Affiliate website of its current Bylaws and Rules and Regulations to each Registered Association Member registered with CAHA and to the Standing Director of USA Hockey.

## 23.0 BOOKS AND RECORDS

- 23.1 CAHA shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and Standing Committees, and shall keep at its principal office records giving the names and addresses of members of the CAHA Board of Directors entitled to vote. Any Member or his agent or attorney may inspect all books and records for any proper purpose at any reasonable time and with reasonable notice.
- 23.2 CAHA shall provide a copy of all federal and state tax returns and state agency filings to the Executive Director of USA Hockey no later than three months after the completion of its fiscal year.

## 24.0 RECORD RETENTION POLICY

- 24.1 **Purpose:** The purpose of this policy is to ensure that the necessary records of CAHA are adequately protected and maintained. This policy is also for the purpose of aiding board members, officers and representatives of CAHA in understanding their obligations to retain CAHA records in the event of actual or threatened litigation, governmental investigations or subpoenas.
- 24.2 **Documents Covered by Policy:** This policy relates to all of CAHA's significant records and documents including, without limitation, the following categories of records and documents and the retention period as follows:

(a) **Corporate Records:**

Articles of Incorporation and Bylaws	Permanent
Board of Directors Meeting Minutes	Permanent
IRS application and approval for federal tax exemption	Permanent
Policies and Resolutions adopted by CAHA	Permanent
Conflict of Interest Disclosure Forms	7 Years

(b) **Finance and Banking:**

Audit Records	Permanent
Bank Reconciliations	7 Years
Bank Statements	7 Years
Cash Receipts	7 Years
Check Copies	7 Years
Check Copies – Capital Purchases	Permanent
Check Signature Authorizations	7 Years

Deposits Slips	7 Years
Depreciation Schedules	Permanent
Expense Reports	7 Years
Financial Statements	Permanent
Fixed Asset Purchases	Permanent
General Ledger	Permanent
Invoices	7 Years
Invoices and Expense Records	7 Years
Purchase Orders	7 Years
Stop Payment Orders	7 Years
Tax Returns	Permanent

(c) **Administration:**

Contracts and Agreements	7 Years after all obligations end
Correspondence - General	7 Years
Correspondence - Legal Counsel or Accountants	Permanent
Grant Requests	Permanent
Insurance Claims	Permanent
Insurance Policies	Permanent

24.3 **Employment Records:** CAHA does not have any current employees. Should CAHA hire employees in the future Payroll Records, Payroll Tax Returns, Personnel Files, State Unemployment Tax Records, W-2 Forms and W-4 Forms shall be retained for seven (7) years.

24.4 **Legal Records:** Records relating to court documents, court records, disposition records, litigation files and records relevant to pending or threatened litigation or administrative proceedings and Board disciplinary hearings shall be retained permanently.

**25.0 WAIVER OF NOTICE**

25.1 Whenever any notice whatsoever is required to be given under the provisions of the General Corporation Law of North Carolina, or under the provisions of the Articles of Incorporation or by the Bylaws of CAHA, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## 26.0 JURISDICTION

26.1 CAHA shall have the sole and exclusive jurisdiction to conduct the affairs of CAHA and USA Hockey, to govern the Registered Participant Members and Team Members of USA Hockey as defined in the USA Hockey Constitution, and to regulate amateur competition in the sport of hockey within the geographical confines of the Carolina Affiliate under the Bylaws and Regulations of CAHA and the Constitution, Bylaws, Regulations and Affiliate Agreement of USA Hockey.

## 27.0 DISPUTE RESOLUTION

27.1 It is the express purpose of this Article to establish a fair and orderly process for the resolution of disputes within CAHA and to require that all Registered Participant Members, Team Members and Member Associations of CAHA utilize that process. In that connection, CAHA expressly adopts the USA Hockey Dispute Resolution Procedure set forth in USA Hockey Bylaw 10, as it now exists or may hereafter be amended as the exclusive remedy for dispute resolution and requires that Member Associations follow such procedures. Notice is hereby given to Registered Participant Members, Team Members and Member Associations to review the USA Hockey Annual Guide for specific details of the Dispute Resolution Procedure currently in effect.

27.2 **Submission to Dispute Resolution Procedure:** Each Registered Participant Member, Allied Member, and other person within the jurisdiction of CAHA and/or USA Hockey (including, but not limited to each parent, guardian, agent or other person, and each Member Association, league, club, sponsor, facility or other group or organization) agrees to abide by this Dispute Resolution Procedure by virtue of their membership, affiliation or participation at any time in CAHA, USA Hockey or a sanctioned CAHA, USA Hockey game or program, and agrees to forego completely any remedy and any recourse to court regarding the matters expressly or impliedly covered by the Dispute Resolution Procedure.

27.3 The power to suspend any individual or Team Member shall be with a local governing body in accordance with their rules and regulations and in accordance with USA Hockey Bylaw 10. Except as permitted in USA Hockey Bylaw 10 D. Exclusions from Unified Procedure, no Party may be suspended from participation or otherwise disciplined for any alleged violations of USA Hockey Bylaws, Rules and Regulations, Policies, Codes of Conduct and Ethics; CAHA Bylaws, Rules and Regulations, Policies, Codes of Conduct and Ethics; or any such league, association, sponsor, facility or other group or organization, unless a hearing has been held prior to the action being taken according to the provisions of USA Hockey Bylaw 10 C. Unified Procedure. A Registered Participant Member, Allied Member or other person within the jurisdiction of USA Hockey and CAHA may be subject to discipline in accordance with the Unified Procedure for violation of the applicable rules or for conduct unsuitable for the sport of ice hockey.

27.4 **CAHA Disciplinary/Dispute Resolution Standing Committee:**

(a) In the event a controversy or dispute arises regarding the construction, interpretation, or

application of the Constitution, Bylaws, Rules and Regulations, decisions of the Board of Directors of CAHA or USA Hockey, or decisions of the Member Associations, Leagues, Clubs, Agents or appointees of CAHA or USA Hockey, the dispute shall first be submitted to the CAHA Disciplinary/Dispute Resolution Standing Committee for resolution.

- (b) Any party that is suspended, otherwise disciplined or subject to an Administrative Action by a Disciplinary Authority of a Member Association or League may, after a hearing or failure to have a hearing in accordance with the Unified Procedure, appeal such action to the CAHA Disciplinary/Dispute Resolution Standing Committee in accordance with USA Hockey Bylaw 10 E. Appeals.
- (c) On appeal, the CAHA Disciplinary/Dispute Resolution Standing Committee may affirm, reverse, or modify (including increase or decrease the term of a suspension) any decision in its sole discretion and as it deems proper under the circumstances.
- (d) Discipline or dispute hearings of Member Associations or Leagues shall be subject to review by the CAHA Disciplinary/Dispute Resolution Committee. The CAHA Disciplinary/Dispute Resolution Committee may affirm, reverse, or modify (including increase or decrease the term of a suspension) any decision in its sole discretion and as it deems proper under the circumstances.

#### 27.5 **CAHA Board of Directors:**

- (a) To appeal a decision of the CAHA Disciplinary/Dispute Resolution Committee, either party to the dispute, or any party that is suspended, otherwise disciplined or subject to an Administrative Action as a result of action taken by the CAHA Disciplinary/Dispute Resolution Committee may appeal the decision of that committee to the Board of Directors in accordance with procedures set forth in USA Hockey Bylaw 10 E. Appeals. The appeal shall be considered by the Board of Directors at the next regularly scheduled meeting.
- (b) On appeal, the CAHA Board of Directors may affirm, reverse, or modify (including increase or decrease the term of a suspension) any decision in its sole discretion and as it deems proper under the circumstances.

27.6 **Expenses:** In order to defray some of the costs associated with CAHA resolving any dispute, the appealing party of the dispute shall forward a bond of \$250.00 in the form of a certified check payable to CAHA along with a written request for a resolution of the dispute or Statement of Appeal. If the decision is in favor of the appealing party the bond will be returned. The non-prevailing party in any dispute involving two (2) or more Registered Participant Members, Team Members or Member Associations of CAHA shall forfeit their bond and may also be liable to CAHA for the entire cost of the CAHA Disciplinary/Dispute Resolution Standing Committee proceeding and any further costs attributable to a hearing by the Board of Directors, including attorneys' fees and costs incurred by CAHA in connection therewith as determined by the Board of Directors at

their sole discretion. The \$250 bond shall be waived for all appeals of Playing Rules Suspensions.

- 27.7 **Sanctions:** Each individual Registered Participant Member, Team Member, Association Member, and their agents or representatives shall confine the resolution of disputes with CAHA to the process described herein and to the process set forth in USA Hockey Bylaw 10. Therefore, any recourse directly to the court of any jurisdiction by any individual, Registered Participant Member, Team Member, Member Association or Club before all of the procedures, rights, and remedies described in these Bylaws and USA Hockey Bylaw 10 have been exhausted, shall be deemed conduct detrimental to CAHA within the meeting of these Bylaws. Such violation of these Bylaws and procedures shall subject the individual Registered Participant Member, Team Member, Member Association and their agents and representatives to immediate suspension and disqualification. Sanctions imposed under these Bylaws shall be modified or removed only by the Board of Directors of this Corporation at a duly held meeting of the Board. The actions of the Board to remove or modify the sanctions imposed in any matter shall not include the restoration of games and points lost or denied during any period of suspension and/or disqualification.
- 27.8 **Failure to Follow Process:** All Parties agree to abide by this Dispute Resolution Procedure. Failure to abide by the Dispute Resolution Procedure shall, in addition to any other sanctions allowed by USA Hockey and CAHA Bylaws:
- (a) Make a Party and any person or entity representing, participating with or aiding such Party liable for any and all costs and expenses, direct and indirect, including reasonable court costs and attorneys' fees and the value of volunteer time incurred by USA Hockey and/or CAHA directors, officers and/or agents; and
  - (b) Subject such Party to Summary Suspension and/or disqualification from membership and any right to participate in USA Hockey and/or CAHA sanctioned events in the sole discretion of USA Hockey or CAHA.
- 27.9 **Arbitration:** CAHA expressly adopts the USA Hockey Arbitration Procedure set forth in USA Hockey Bylaw 10 G., as it now exists or may hereafter be amended.

## 28.0 **SUSPENSION OR EXPULSION**

- 28.1 Players, parents, coaches and all other Allied Members within CAHA are subject to the same rules, regulations, conduct, codes of ethics and are equally subject to suspension and exclusion as Team Members. The President, or any Vice President officially acting in his place or stead, pursuant to the rules prescribed herein and consistent with the rules and regulations of USA Hockey relating to suspension or expulsion, may suspend, any player, parent, team, team official, referee, league or other constituent individual for conduct detrimental to the game, or for such other reasons as may be determined as grounds for suspension or expulsion by the Board of Directors.
- 28.2 For the purpose set forth in paragraph 28.1, the President may appoint such committee or

committees to take such action as he or she may be empowered to do himself or herself under these Bylaws and Rules. Such committees may be appointed for the same purposes and with the same powers, by the Board of Directors.

## **29.0 RULES OF ORDER**

29.1 All meetings of Member Associations, Board of Directors and Standing Committees shall be conducted in accordance with the most recent edition of the "Robert's Rules of Order" unless otherwise specified in these Bylaws.

29.2 The Order of Business for the CAHA Annual Meeting of Member Associations shall be:

- Call To Order
- Seating of Member Association Authorized Representatives and Registered Participant Members
- Reading of Minutes
- Officers' Reports
- President's Report
- Treasurer's Report
- Vice Presidents' Reports
- Standing Committee Reports
- Youth Standing Committee
- Adult Standing Committee
- Disciplinary/Dispute Resolution Standing Committee
- Girls/Women Committee
- Adjournment

29.3 The Annual Meeting of the Board of Directors shall immediately follow the adjournment of the CAHA Annual Meeting of Member Associations. The Order of Business for the Annual Meeting of the CAHA Board of Directors shall be:

- Call To Order
- Roll Call
- Election of Officers (unless deferred)
- Appointment of Standing Committees (unless deferred)
- Reading of Minutes
- Old Business
- New Business
- Adjournment

29.4 The order of business for all other CAHA regular or special meetings shall be as follows:

- Call To Order
- Reading of Minutes
- Reports
- Old Business

- New Business
- Adjournment

### 30.0 SCREENING

30.1 **General:** CAHA has implemented a screening program in accordance with USA Hockey Policies. All volunteers or employees over the age of 18 with regular, routine or frequent access to youth participants within the CAHA jurisdiction must consent to be screened in accordance with the adopted screening procedures of CAHA.

Youth participants shall be defined as children (anyone under the age of majority).

The CAHA Screening Policy requires that all of the following persons be screened in accordance with this policy:

1. Members of the CAHA Board of Directors
2. Member Association Administrators
3. Coaches
4. Team Managers
5. Officials
6. Locker Room Monitors
7. Team Drivers
8. Travel Chaperones
9. Any other persons with regular, routine or frequent access to youth participants.

For the purposes of this policy, Member Association Administrators shall include the Member Association's Board of Directors, all support staff, volunteers or employees and such other persons as the Board of Directors may designate from time to time with regular, routine or frequent access to youth participants.

All officials must complete a background screening in accordance with the Southeastern District Officiating Program's Screening Policy.

30.2 **Deadlines:** All volunteers or employees with regular, routine or frequent access to children (anyone under the age of majority) within the jurisdiction of CAHA shall complete the screening process prior to participating in any CAHA and USA Hockey sanctioned event, including but not limited to all team activities and any other "on ice" or "off ice" hockey activities.

30.3 **Disqualifying Events:** A person may be disqualified and prohibited from serving as a volunteer/employee of USA Hockey, CAHA, and in any of its programs if an adverse report is returned based on the following criteria:

- Been convicted (including pleas of "no contest" and pending dispositions) of:



- Any felony (any crime punishable by confinement of greater than one year).
  - Any lesser crime involving force or threat of force against a person.
  - Any lesser crime of a sexual nature, or in which sexual relations is an element, or classified as a sex offense including but not limited to “victimless” crimes of a sexual nature such as prostitution, pornography, and indecent exposure.
  - Any lesser crime involving controlled substances (not paraphernalia or alcohol).
  - Any crime involving cruelty to animals.
  - Sex offender registrant.
  - Any lesser crime involving harm to a minor.
- An expunged or sealed conviction for any of the above criteria.
  - Been adjudged liable for civil penalties or damage involving sexual or physical abuse of children.
  - Been subject to any court order involving any sexual or physical abuse of a minor, including, but not limited to domestic order of protection.
  - Had their parental rights terminated.
  - Has history with another organization (volunteer, employment, etc.) or complaints of sexual or physical abuse of minors.
  - Resigned, been terminated or been asked to resign from a position, whether paid or unpaid, due to a complaint(s) of sexual or physical abuse of minors.
  - Has a history of other behavior that indicates they may be a danger to children in USA Hockey and CAHA.

Any individual, who is subject to the provisions of this Screening Policy, will be summarily suspended if arraigned by a Municipal, State or Federal Court of Law on charges, which fall into the categories covered by the policy. The person shall remain suspended until the CAHA Disciplinary/Dispute Resolution Committee, in accordance with Section 27 of the CAHA Bylaws, convenes a hearing.

A person may be disqualified and prohibited from serving as a team driver of USA Hockey, CAHA, and in any of its programs if an adverse report is returned based on the following criteria:

- More than two (2) motor vehicle moving violations and/or accidents within the past two (2) years.
- Any major motor vehicle violation within the past five (5) years, including but not necessarily limited to: DUI/DWI, possession of an open container, any drug-related motor vehicle

incident, leaving the scene of an accident, assault (in any form) by use of a motor vehicle, reckless, careless, or negligent driving (willful or wanton disregard for the safety of persons or property in any form).

- 30.4 **Screening Results and Appeal Procedure:** Each screened individual within the jurisdiction of CAHA will be advised in writing of any adverse information as a result of the screening process (Pre-Adverse Action Notice). Each screened individual will be notified of any adverse decision by the CAHA Screening Committee (Adverse Action Notice). All Adverse Action Notices shall be in writing, shall include a description of the grounds for the denial and shall be sent by United States Postal Service Priority Mail. For the purposes of the CAHA Screening Policy, receipt of all notices shall be presumed to occur the third (3rd) calendar day, excluding Sunday, after the mailing of the notice by U.S.P.S. Priority Mail.
- (a) Individuals may appeal adverse decisions to the CAHA Disciplinary/Dispute Resolution Committee in accordance with USA Hockey Bylaw 10 E. Appeals. Such appeals must be filed in writing within fourteen (14) days of receipt of notification of the decision.
  - (b) If the adverse action is upheld by the CAHA Disciplinary/Dispute Resolution Committee, a decision denying eligibility of any employee or volunteer within CAHA shall be appealable to the CAHA Board of Directors in accordance with USA Hockey Bylaw E. Appeals. Such appeals must be filed in writing within fourteen (14) days of receipt of notification of the CAHA Disciplinary/Disputes Resolution Committee decision.
  - (c) After all appeals through CAHA are exhausted or upon the expiration of an appeal period if the adverse action is not appealed, CAHA shall notify USA Hockey that, pursuant to CAHA's Screening Policy, the individual does not meet the qualifications to participate in CAHA or USA Hockey activities. Appeal decisions of CAHA shall be subject to appeal to the USA Hockey Executive Committee.
- 30.5 **Compliance:** Each Member Association, volunteer or employee over the age of 18 with regular, routine or frequent access to youth participants within the jurisdiction of CAHA shall comply with the CAHA Screening Policy. Member Associations must monitor and supervise their program so that screening is completed before any employee or volunteer has access to youth participants.
- 30.6 **Procedures to Implement:** Instructions and required forms can be downloaded from the CAHA website, [www.carolinahockey.org](http://www.carolinahockey.org). The Screening Committee may prepare and distribute additional rules and procedures to implement this policy.
- 30.7 **Refusal to Be Screened:** Any individual required to be screened who does not consent to be screened and complete the screening process as required shall not be allowed to participate in any CAHA or USA Hockey sanctioned events, including but not limited to all team activities and any other "on ice" or "off ice" hockey activities.
- 30.8 **Non-Compliance:** Any Member Association and/or, volunteer or employee required to be

screened within the jurisdiction of CAHA not complying with the CAHA Screening Policy will be referred to the CAHA Disciplinary/Dispute Resolutions Committee for appropriate action.

30.9 **Re-Screening Cycle:** Screening checks will be completed on a two (2) year cycle.

### 31.0 **WHISTLEBLOWER POLICY**

31.1 **Introduction:** CAHA requires all board members and volunteers are to observe highest standards of business and personal ethics in the conduct of their duties and responsibilities. Board members and volunteers must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. Set forth below is the CAHA policy with respect to reporting good faith concerns about the legality or propriety of CAHA actions or plans.

31.2 **Reporting of Concerns or Complaints:** It is the responsibility of all board members and volunteers to comply with CAHA Bylaws, Rules and Regulations, Policies, Code of Ethics and Conduct and applicable law and to report violations or suspected violations in accordance with this Whistleblower Policy.

31.3 **Confidentiality:** CAHA will treat all communications under this policy in a confidential manner, except to the extent necessary (a) to conduct a complete and fair investigation, or (b) for review CAHA operations by the board, its independent public accountants and legal counsel.

31.4 **Retaliation:** CAHA will not permit any negative or adverse actions to be taken against any individual for making a good faith report of a possible violation of its Bylaws, Rules and Regulations, Policies, Code of Ethics and Conduct or applicable law, even if the report is mistaken, or against any individual who assists in the investigation of a reported violation. Retaliation in any form will not be tolerated. Any act of alleged retaliation should be reported immediately and will be promptly investigated. Anyone who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including expulsion from the organization. This Whistleblower Policy is intended to encourage and enable individuals to raise serious concerns within CAHA prior to seeking resolution outside the organization.

31.5 **How to Report Concerns or Complaints:** An individual who has a concern or complaint may communicate suspected violations of Bylaws, Rules and Regulations, Policies, Code of Ethics and Conduct, applicable law, or other wrongdoing or alleged retaliation by contacting the president of CAHA. However, if you are not comfortable dealing with the president of CAHA or are not satisfied with his or her response, you may contact any board member whom you are comfortable approaching. If you wish to remain anonymous, it is not necessary that you give your name or position in any notification.

Whether or not you identify yourself, for a proper investigation to be conducted, please provide CAHA with as much information as you can, sufficient to do a proper investigation, including where and when the incident occurred, names and titles of the individuals involved, and as much other detail as you can provide.

## **32.0 ADDENDUM**

32.1 There are six (6) Addenda to these Bylaws as follows:

- ADDENDUM A - Affiliate Agreement with USA Hockey
- ADDENDUM B - Responsibilities and Duties of the CAHA Board of Directors
- ADDENDUM C - Responsibilities and Duties of CAHA Officers
- ADDENDUM D - Responsibilities and Duties of CAHA Standing Committees
- ADDENDUM E - Rules Governing Member Associations
- ADDENDUM F - District and National Championship Qualification Process

32.2 Addenda B through F inclusive may be modified by the CAHA Board of Directors at any time; provided, however, that no amendment affecting the voting rights of Registered Team Members in Addendum E may be adopted without the vote of a two-thirds majority thereof.

**CAROLINA AMATEUR HOCKEY ASSOCIATION  
BYLAWS - ADDENDUM A  
USA HOCKEY AFFILIATE AGREEMENT**

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**CAROLINA AMATEUR HOCKEY ASSOCIATION  
BYLAWS - ADDENDUM B  
DUTIES OF THE CAHA BOARD OF DIRECTORS**

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Without restricting or limiting the duties imposed by law, by the CAHA Articles of Incorporation, or by the Constitution and governing documents of USA Hockey, the duties of the Board of Directors shall include, but are not limited to, the following:

- a) Elect the officers of CAHA
- b) Review, approve, remove or revise the Member Association status of local Associations within CAHA
- c) Adopt, amend, revise or repeal the Bylaws, Rules and Regulations of CAHA
- d) Affirm or remove suspensions in accordance with the Bylaws of CAHA and USA Hockey
- e) Enforce the Constitution, Bylaws and Regulations of CAHA and USA Hockey
- f) Remove from office any Officer by two-thirds (2/3) majority vote
- g) Temporarily fill the vacancy of any office caused by any reason
- h) Appoint the members of Standing Committee
- i) Establish and collect dues
- j) Ratify any temporary ruling by the President, Officers or Standing Committee(s) acting on the authority of the Board of Directors
- k) Call special meetings
- l) Have access to all CAHA financial records; review all CAHA expenditures and collections
- m) Any other such powers granted by the North Carolina Corporation Code, these Bylaws, the Bylaws of USA Hockey or the Affiliate Agreement.

**CAROLINA AMATEUR HOCKEY ASSOCIATION  
BYLAWS – ADDENDUM C  
DUTIES OF CAHA OFFICERS**

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**1.0 PRESIDENT**

1.1 The President shall be the principal Standing officer of CAHA and shall, in general, supervise and control all of the business and affairs of CAHA. The President shall have, but is not limited to, the following powers and duties:

- a) Presiding at all meetings of the Member Associations and of the Board of Directors at which he/she is present.
- b) The power to call special meetings of CAHA, at his/her discretion.
- c) The power to determine questions arising from emergencies not provided for in the Bylaws or Rules and Regulations of CAHA until such time as they may be acted upon by the appropriate CAHA Standing Committee or the CAHA Board of Directors; attending and representing CAHA in other hockey meetings, including the USA Hockey Annual Meeting and any Southeastern District meetings.
- d) Shall be an ex-officio member of all Standing Committees unless he/she otherwise qualifies to be a member of any such committee.
- e) Shall sign, with the Secretary or other proper officer of CAHA as authorized by the Board of Directors, any contracts or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of CAHA.
- f) Shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

1.2 The President shall be allowed all of his/her out-of-pocket expenses for all CAHA business. These expenses shall include, but are not limited to, economy class air travel when necessary, automobile rental, lodging and meals when traveling on CAHA business. He/she shall also be reimbursed for phone calls, postage and copying costs incurred in the performance of his/her duties.

**2.0 VICE PRESIDENT**

2.1 The Vice President shall have the following powers and duties:

- a) In the absence of the President or in the event of the President's inability or written abstention, the Vice President shall perform all duties of the President, and when so acting shall have all the powers of and be subject to all of the restrictions upon the President.
- b) Be Chair of the Disciplinary/Disputes Resolution Standing Committee.
- c) Perform such other duties as may be prescribed by the Board of Directors or the President from time to time.

### **3.0 SECRETARY**

3.1 The Secretary shall have, but is not limited to, the following powers and duties:

- a) Shall be custodian of the corporate records and of the seal of CAHA.
- b) Shall keep a register of the post office address, email address and telephone numbers for each member of the Board of Directors, each Officer and each member of the Standing Committees.
- c) Shall maintain a current list of names, post office addresses, email address and telephone numbers for each Member Association within CAHA.
- d) Shall make all meeting arrangements (food, rooms, etc.) for CAHA Meetings.
- e) Shall perform such other duties as may be prescribed by the Board of Directors or the President from time to time.

3.2 The Secretary shall be allowed his or her reasonable and necessary expenses.

### **4.0 TREASURER**

4.1 The Treasurer shall have, but is not limited to, the following powers and duties:

- a) If required by the Board of Directors, he/she shall give a bond for the faithful discharge of Treasurer's duties in the sum and with such surety or sureties as the Board of Directors may determine.
- b) Shall have charge and custody of and be responsible for all funds and securities of CAHA.
- c) Shall receive and give receipts from monies due and payable to CAHA from any source whatsoever, and deposit all such monies in the name of CAHA in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws.



- d) Shall sign all checks with the President or Vice President, except as noted in paragraph 21.2.
- e) Shall be responsible for filing all required financial statements, returns or other documents as may be required by government agencies to whom CAHA has responsibility.
- f) Shall prepare, maintain and distribute quarterly CAHA financial reports to the Board of Directors and Officers.
- g) Prepare and submit an annual operating budget to the Board of Directors at the Annual Meeting.
- h) Ensure that an audit of CAHA's financial records are completed as required by law or as requested by action of the Board of Directors and ensure that CAHA's nonprofit status with Federal and State authorities is maintained.
- i) Ensure that CAHA's Directors and Officers Insurance is maintained and in effect at all times.
- j) Shall perform such other duties as may be prescribed by the Board of Directors or the President from time to time.

4.2 The Treasurer shall be allowed his or her reasonable and necessary expenses.

**CAROLINA AMATEUR HOCKEY ASSOCIATION  
BYLAWS - ADDENDUM D  
RESPONSIBILITIES AND DUTIES OF CAHA STANDING COMMITTEES**

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**1.0 CAHA STANDING COMMITTEE**

1.1 Standing Committees shall consist of a Chair, who shall be a member of the board of directors and at least two (2) other members who shall be appointed by the Board of Directors. The Standing Committee shall be empowered to act on behalf of the Board of Directors between meetings of the Board to carry out its directives as expressed at the annual meetings, subject to review and ratification of the Committee's actions. The CAHA President shall be an ex-officio member of each Standing Committee.

**2.0 YOUTH COMMITTEE**

2.1 The Youth Committee shall consist of a Chair, who shall be a member of the board of directors, and two (2) or more members, a representative from each recognized youth competitive hockey league in CAHA and a representative for each zone's in-house non-competitive teams registered in CAHA. The CAHA President shall also serve as an ex-officio member of this Committee if not otherwise appointed to the committee, but shall not vote nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity.

2.2 The purpose of the Youth Committee is the planning, development and conduct of youth hockey within the Carolina Affiliate. At the CAHA Annual Meeting, the Youth Committee will submit to the entire CAHA Board of Directors for approval, a statement of objectives for the upcoming year along with the programs that will be put in place to achieve those objectives. Also included for approval shall be a proposed budget and fee structure covering youth hockey for the upcoming season. The Youth Committee may select other interested persons to participate in Youth Committee meetings but such other parties shall be non-voting members of the Committee.

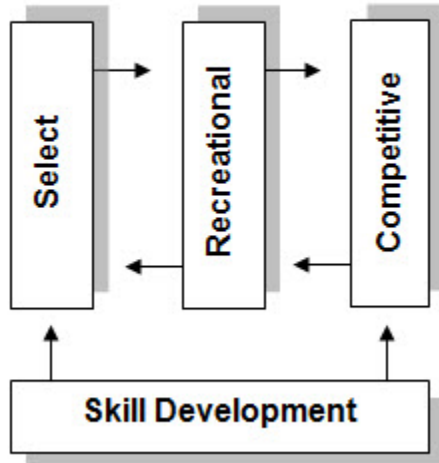
2.3 The mission of the Youth Committee is to provide an innovative grassroots foundation for the growth and development of USA Hockey, designing programs aimed at increased participation, improved skills and a responsible environment for the conduct of youth hockey.

2.4 The Youth Committee shall be responsible for the following:

- a) Planning, creating, developing, and administering a grassroots development program to include cross-ice programs, Sobiech goalie clinics and other player development clinics.
- b) Serving as CAHA's liaison to the Carolina Hockey League Board of Directors, which shall be the line of communication from the CHL to the Affiliate

- c) Carrying out the affiliate's Festival Tryouts.

### The Four Streams of Hockey



### 3.0 ADULT COMMITTEE

- 3.1 The Adult Committee will consist of a Chair, two (2) or more additional Directors, and a representative from each recognized Adult hockey league in CAHA. The CAHA President shall also serve as an ex-officio member of this Committee if not otherwise appointed to the committee, but shall not vote nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity.
- 3.2 The purpose of the Adult Committee is the planning, development and conduct of Adult hockey within the Carolina Affiliate. At the CAHA Annual Meeting, the Adult Standing Committee will submit to the entire CAHA Board of Directors for approval, a statement of objectives for the upcoming year along with the programs that will be put in place to achieve those objectives. Also included for approval shall be a proposed budget and fee structure covering Adult hockey for the upcoming season. The Adult Standing Committee may select other interested persons to participate in Adult Standing Committee meetings but such other persons shall be non-voting members of the Committee.

### 4.0 DISCIPLINARY/DISPUTE RESOLUTIONS COMMITTEE

- 4.1 The Disciplinary/Dispute Resolutions Committee will consist of the CAHA Vice President and at least two (2) other individuals that are deemed to be impartial, fair and reasonable people. The CAHA President shall also serve as an ex-officio member of this Committee if not otherwise appointed to the committee but shall not vote nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity. The CAHA Vice President shall be chairperson of the Disciplinary/Dispute Resolutions Committee. The chairperson shall be

responsible for determining when and if legal counsel is needed for any actions of the Disciplinary/Dispute Resolutions Committee. If it is determined that such legal counsel is necessary, the CAHA legal counsel shall serve on the Disciplinary/Dispute Resolutions Committee in a non-voting capacity.

- 4.2 The purpose of the Disciplinary/Dispute Resolutions Committee is to resolve disputes and appeals within the Carolina Affiliate in accordance with CAHA and USA Hockey Bylaws, Rules and Regulations involving players, officials, parents and other spectators. The Disciplinary/Dispute Resolutions Committee may select other interested persons to participate in disciplinary or dispute resolution meetings but such other parties shall be non-voting members of the Committee.
- 4.3 This Committee shall have the responsibility and duty to initiate disciplinary proceedings in any matter of significant concern to the Affiliate or as to any matter between Affiliates of USA Hockey under guidelines and rules established by the Committee and ratified, adopted or approved by the Board of Directors.

## **5.0 GIRL'S/WOMEN'S COMMITTEE**

- 5.1 The Girl's/Women's Committee will consist of a Chair, two (2) or more Directors, a representative from each recognized girl's and/or women's competitive hockey league in CAHA and a representative for all in-house non-competitive girl's and/or women's teams registered with USA Hockey in CAHA. The CAHA President shall also serve as an ex-officio member of this Committee if not otherwise appointed to the Committee, but shall not vote nor shall his/her presence be counted for purposes of determining a quorum when serving in an ex-officio capacity.
- 5.2 The purpose of the Girl's/Women's Committee is the planning, development and conduct of girl's/women's hockey within the Carolina Affiliate. The Committee shall coordinate its activities with the Youth, Adult and Disciplinary/Dispute Resolution Committees. The Committee shall also be responsible for the support and direction of Team CAHA Girls. At the CAHA Annual Meeting, the Girl's/Women's Committee will submit to the entire CAHA Board of Directors, for approval, a statement of objectives for the upcoming year also with the programs that will be put in place to achieve those objectives. Also included for approval shall be a proposed budget and fee structure covering girl's/women's hockey for the upcoming season. The Girl's/Women's Committee may select other interested persons to participate in Girl's/Women's Committee meetings but such other parties shall be non-voting members of the Committee.
- 5.3 The Girl's/Women's Committee will be responsible for overseeing the conduct of each CAHA Girl's/Women's Tournament, to set the requirements for hosting such tournaments and to solicit bids for such tournaments. At the CAHA Annual Meeting a fee structure covering the CAHA Girl's/Women's Tournaments for the upcoming season will be presented for approval.

## **6.0 TOURNAMENT COMMITTEE**

- 6.1 The Tournament Committees shall consist of a Chair, who shall be a member of the board of directors and at least two (2) other members who shall be appointed by the Board of Directors. The Tournament Committee shall be empowered to act on behalf of the Board of Directors to plan, manage and operate successful tournaments on behalf of CAHA.
- 6.2 The Tournament Committee duties and responsibilities shall be to locate a host association for each tournament within the affiliate.

**CAROLINA AMATEUR HOCKEY ASSOCIATION  
BYLAWS - ADDENDUM E  
RULES AND REGULATIONS GOVERNING MEMBER ASSOCIATIONS  
OF CAROLINA AMATEUR HOCKEY ASSOCIATION**

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**1.0 REGISTERED MEMBER ASSOCIATION**

- 1.1 Status: A properly Registered Member Association ("Member Association" has as its meaning the definition contained in the Bylaws of the Carolina Amateur Hockey Association, herein "CAHA") is the non-exclusive organization authorized by CAHA to develop players and teams and conduct the affairs of CAHA in order to promote the sport of amateur hockey under its hockey program (herein "Participant Program").
- 1.2 All teams registered by a Member Association must be known by the same team name, i.e., mascot, and wear the same team uniforms as the Member Association unless specifically approved by the CAHA Board of Directors in advance of team tryouts or team formation. Teams seeking registration through a Member Association known by a separate team name will not be sanctioned by CAHA.

**2.0 AUTHORITY-JURISDICTION**

**2.1 Authority**

- 2.1.1 **Separate Organization:** Each Registered Member Association of CAHA is and shall be an independent and separate organization or entity distinct from CAHA.
- 2.1.2 **Conduct Of Its Affairs and Programs:** Each Registered Member Association is the Local Governing Body which shall have initial, primary authority and responsibility to conduct its affairs and programs; including, at a minimum, the conduct of its directors, officers, players, parents, coaches, minor officials, administrators, fans, participants and members within its participant program.
- 2.1.3 **Renewal of Membership:** Once duly admitted, the membership of each registered Member Association shall be renewed from year-to year, subject to the rules and regulations of CAHA and payment of dues, upon submittal of documentation of financial information (non-profit only), by-laws and a current certificate of good standing from the state of incorporation of the Member Association, and an executed member association agreement by June 30 of each year.
- 2.1.4 **Subject to CAHA and USA Hockey:** Each Registered Association Member's authority regarding participation in CAHA and USA Hockey and sanctioned hockey events is subject

to the obligations and restrictions contained in the By-Laws and Rules of CAHA and USA Hockey. The By-Laws, Rules and Regulations of CAHA and USA Hockey and their decisions shall take precedence over and supersede all similar governing documents, authority and/or decisions of a Registered Member Association. Each Registered Member Association shall abide by and act in accord with the Bylaws, Rules and Regulations and decisions of CAHA and USA Hockey.

**2.2 Fees and Fund-raising: A Registered Member Association is authorized to do the following:**

**2.2.1 Fees:** to assess and charge a reasonable fee for participants/members within its Participant Program, in addition to any regular CAHA and USA Hockey fees; it is encouraged that the amount of any charge shall be communicated in writing to each participant/member prior to tryouts and the undertaking of any obligation by the participant/member. CAHA may request a report of the fees charged by Registered Member Association to its participants which shall remain confidential, and Registered Member Association shall promptly provide the report on request.

**2.2.2 Fund-raising:** to operate fund-raising programs to support its functions as a Registered Member Association of CAHA, including special charges on paid-gate tournaments, games or events sponsored by the Registered Member Association but not on events sponsored by CAHA, nor may such events conflict with CAHA or national USA Hockey® events, unless specifically authorized by CAHA or national USA Hockey®.

**2.3 Other Authorized Services:** to perform and/or provide other authorized services or functions to promote and regulate the play of the sport of amateur hockey as a Registered Member Association of CAHA in the Registered Member Association's Participant Program.

**3.0 CAHA COOPERATION**

**3.1 CAHA Recognition of Teams:** CAHA will accept and register only those individuals and teams within Registered Member Association's Participant Program which hold and continue membership in good standing with Registered Member Association.

**3.2 CAHA Cooperation:** CAHA will cooperate with and assist Registered Member Association in the administration of the sport of amateur hockey within Registered Member Association's Participant Program, when such cooperation and assistance is deemed necessary and/or advisable by CAHA. It is understood by each Registered Member Association, however, that primary and initial responsibility is with the Registered Association Member, and that CAHA has no duty or authority to assist in, advise, or manage a Registered Member Association's affairs.

**3.3 CAHA Name:** Registered Member Association shall have no right to the use the name Carolina Amateur Hockey Association, Incorporated, CAHA, or their logos ("CAHA Names") and shall not use CAHA Names or any affiliations with CAHA except as approved in writing by CAHA. Request

shall be made in writing to the CAHA Secretary.

#### **4.0 BY-LAWS AND/OR POLICIES WHICH MUST BE ADOPTED BY REGISTERED MEMBER ASSOCIATION**

4.1 **By-Laws or General Guidelines:** Registered Member Association shall have written By-Laws, Rules and Regulations, or General Outlines of the method of governance and authority of the Registered Member Association.

4.2 **Operating Policies, Rules and Regulations:** Registered Association Member shall have written Operating Guidelines, Policies, Rules, or Regulations that will inform the participant/members or any potential member of the organization of its day-to-day operating procedures, including any concept that Registered Member Association wishes to enforce, and it shall make them reasonably available to its participants prior to selection of any team, but no less than fifteen (15) days prior to try outs.

#### **5.0 ORGANIZATIONAL STRUCTURE OF REGISTERED ASSOCIATION MEMBERS**

5.1 **Organizational Structure:** Registered Member Association shall have an organizational structure described in writing on a REGISTRATION FORM provided by CAHA prior to commencement of its Participant Program. The REGISTRATION FORM shall be provided in connection with application for membership in USA Hockey.

5.2 **Corporation 501(c)(3) Status:** It is strongly suggested, but not required, that Registered Member Association have a corporate structure and at all times maintain a tax exempt status under Section 501 (c) (3) of the Internal Revenue Code.

5.3 **Certification:** The REGISTRATION FORM shall be signed by an authorized agent of Registered Member Association who shall acknowledge that all Officers, Directors or Managing Agents have received the REGISTRATION FORM, CAHA Bylaws, Rules and Regulations.

#### **6.0 GOVERNANCE**

6.1 **Government and Responsibility:** It is *recommended* that the government and authority of Registered Member Associations be vested in a Board of Directors composed of at least five (5) representatives, as determined by Registered Member Association, who should be representative of the Registered Member Association and its programs and fundamentally fair to all the participant/members of the Registered Member Association. It is recommended that there be multiple representatives for each level of the Registered Member Association's program. The burden of showing fundamental fairness to participants shall be on the Registered Association Member. It is recommended that the terms of directors and officers be staggered. If the Participant Program is operated by a Managing Agent or Officers, the above responsibilities shall be equally applicable to them.



6.2 **Annual Meetings:** The Registered Member Association shall hold an annual meeting of its participants/members and provide reasonable notice to its participants/members.

6.3 **Communication:** The Registered Member Association shall establish reasonable methods of communication with its participants.

## 7.0 MINIMUM PRINCIPLES

7.1 **Registered Member Association Reflect Principles:** Registered Member Association's organization, structure, policy, by-laws, and/or operation of Registered Member Association shall reflect, and shall not violate, the minimum principles outlined herein.

7.2 **Team/Player Membership:** All member teams, players and coaches of a Member Association, as a condition of membership in good standing with the Member Association, shall also be required to be member teams, players, and coaches in good standing of CAHA and USA Hockey.

7.3 **Overview of Program:** Registered Member Association shall prepare and distribute to its participants an overview of its program, including its philosophies and associations (i.e., with learn to skate or Initiation Programs) the teams, ice times, team selection, team and individual fees and costs, income and expenses, how team and individual fees and costs were determined, Grievance and Disciplinary Procedure. This Overview shall be available and provided to potential participants prior to selection of any team, but no less than fifteen (15) days prior to tryouts, start of season or team selections.

## 7.4 Financial Reports/Dues and Assessments

7.4.1 **Financial Stability:** Registered Member Associations shall maintain financial responsibility. The following shall apply to each Nonprofit Registered Member Association, except those Registered Member Associations that are sponsored by a licensed educational institution or a governmental body:

7.4.2 **Budget:** Each Non Profit Registered Member Association shall provide to its membership an initial budget and provide it to its potential participants prior to selection of any team, but no less than fifteen (15) days prior to tryouts.

7.4.3 **Annual Financial Report:** Each Nonprofit Registered Association Member shall also prepare an annual report of operations with a copy to CAHA and make it available to its members within sixty (60) days of the end of its hockey season. CAHA's treasurer shall maintain the confidentiality of such data and it shall not be disclosed to any person other than CAHA's Officers or Directors who shall use such information for purposes only related to the affairs of CAHA.

7.4.4 **Fees, Dues and Assessments:** All fees, costs, dues, and assessments by all Registered

Member Associations, Profit or Non Profit, shall be reasonable in relation to the programs it offers to its members/participants.

**7.4.5 Detailed Financial Statements/Fiscal Responsibility:** Each Nonprofit Registered Member Association shall prepare detailed financial statements in form and substance that shows fiscal responsibility and control and which shall be available to CAHA on request. The detailed financial statements of the Registered Member Association shall be reasonably available to its participants. Reasonably available financial statements shall mean to make books and records available to participants upon a written request and a reasonable time and place for any participant interested to come and view the statements with the Registered Member Association's treasurer (or someone reasonably knowledgeable of the contents of the statements) present to answer reasonable inquiries but not more than every two months during the hockey season without charging a reasonable fee.

**7.5 Publication of Constitution, By-Laws, Rules and Regulations:** All Registered Member Associations shall make their constitution, by-laws, or other governing documents, including all amendments, available to its members and to CAHA. Copies shall also be available upon reasonable request.

**7.6 Equal Opportunity:**

**7.6.1 Advise CAHA:** In the event of any allegation of discrimination in CAHA and USA Hockey sanctioned events, or CAHA Member activities, Registered Member Association shall notify the CAHA Disciplinary/Dispute Resolution Committee in writing immediately upon knowledge of such allegation and keep CAHA advised in writing (including, but not limited to, any action taken or recommended).

**7.7 Abuse:**

**7.7.1 Advise CAHA:** In the event of any allegation of abuse including, but not limited to, sexual, physical, or emotional abuse in CAHA and USA Hockey sanctioned events, or CAHA Member activities, Registered Member Association shall notify the CAHA Screening Committee Chair as that person is identified in CAHA's Screening Policy in writing immediately upon knowledge of such allegation.

**7.8 Grievance/Suspension Resolution:** Each Registered Member Association shall provide a grievance and discipline procedure for the prompt and equitable resolution of grievances and discipline of its members by adopting USA Hockey's Unified Procedure as set forth in USA Hockey Bylaw 10. This procedure includes a channel of communication, establishment of an impartial and reasonably disinterested hearing panel, fair notice and opportunity for a hearing to any amateur athlete, coach, parent, trainer, manager, administrator, or official before declaring such individual ineligible to participate, except for violation of playing rules and as set out in USA Hockey Bylaw 10 D. Exclusions from Unified Procedure or as required by law.

- 7.9 **Turnover Files:** Registered Member Association shall use reasonable efforts to prepare, maintain and make available "turnover" files for each of its operations with the intent of smooth transitions of personnel.
- 7.10 **Indemnity:** By registering with CAHA, each Registered Association Member agrees to indemnify, defend and hold CAHA harmless from any and all claims, expenses, liability, judgments, attorney's fees, charges, or costs arising from the acts and omissions of Member Association except to the extent (i) CAHA caused such claims, expenses, liability, judgments, attorney's fees, charges, or costs by its own active (but not passive) negligence or intentional acts or willful misconduct; or, (ii) that such acts were the direct result of compliance with the Articles of Incorporation, Constitution, Bylaws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of USA Hockey or CAHA.
- 7.11 **Beginning with the 2011-2012 Season:** All CAHA Member Associations are expected to be knowledgeable of and adopt the USA Hockey American Developmental Model (ADM) and to implement ADM principles and practices into their day-to-day hockey operations. For the 2011-2012 season adopting the USA ADM Model shall be defined as limiting 8 & Under games to cross-ice hockey and skill development ("Red, White, and Blue Hockey").

## 8.0 AVAILABILITY OF ICE

- 8.1 **Show Availability:** Registered Member Association shall be able to show sufficient availability of ice to support its program and promote that program in accordance with the By-Laws and Rules of CAHA and USA Hockey.
- 8.2 **Ice Contracts:** Registered Member Association should have each ice contract it anticipates entering into or enters into reviewed by the USA Hockey Risk Manager for the Carolina Affiliate prior to entering into each contract.

## 9.0 INSURANCE

- 9.1 **General Liability:** Registered Member Association shall, at all times, obtain and be covered by the general liability insurance policy maintained by USA Hockey. The limits of that policy may be made by USA Hockey at its sole prerogative. Registered Member Association may also obtain whatever additional insurance coverage it may desire, at its own expense, but agrees to name CAHA as an additional insured of any such policy. By purchasing and maintaining the USA Hockey general liability insurance policy, USA Hockey and CAHA do not assume, and indeed disclaim, any liability for any actions or omissions of Registered Member Association.
- 9.2 **Officer's and Director's Liability:** Registered Member Association should use reasonable efforts to purchase, acquire or provide, and maintain in full force and effect at all times, and (to the extent such insurance is not obtained through USA Hockey) name USA Hockey and CAHA as an additional insured under any such policy.

## **10.0 COOPERATION IN ANY LITIGATION**

**10.1 CAHA and Registered Member Association Cooperation:** CAHA and Registered Member Association shall reasonably cooperate with each other in any litigation and provide reasonable support in connection with that cooperation, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require CAHA to incur any out of pocket expenses not reimbursed by Registered Member Association.

## **11.0 REGISTRATION**

Each Association shall designate one person to handle all registration for that Association and to receive and distribute to their Association all USA Hockey and CAHA notifications and publications.

- (a) All participants, coaches and players, shall complete individual registration and acknowledgement of the USA Hockey Waiver of Liability / Assumption of Risk online at [www.usahockey.com](http://www.usahockey.com) in accordance with the procedures prescribed by USA Hockey.
- (b) A player shall not participate in any hockey related activity (including tryouts), until the USA Hockey Individual Membership Registration has been completed and the appropriate fee paid.
- (c) A team, excluding youth house and adult house, may not participate in any pre-season, exhibition, league or tournament games until a USA Hockey Team Roster has been properly completed and submitted to the Associate Registrar for approval. Only coaches listed on the team roster will be allowed in the vicinity of the player's bench during games.
- (d) All players must present a government issued birth certificate or a copy of a passport identification page for date of birth and citizenship verification prior to being approved on a team roster.
- (e) A written transfer must be approved for all non-citizen players, male and female under the age of 18 and females over the age of 18 prior to being approved on a team roster.
- (f) All coaches must complete the appropriate Age-Specific online module, SafeSport Awareness Training and Screening prior to being approved on a team roster.
- (g) A Tier I, Tier II, Rec Travel (Youth or Girls), Women's national bound or Invitational Tournament player shall not participate in a game with a team until a USA Hockey Team

Roster or Supplemental Roster has been properly completed and submitted to the Associate Registrar for approval.

- (h) No CAHA Tier I, Tier II Rec Travel (Youth or Girls, Women's national bound or Invitational Tournament team shall use any player not properly rostered to its team. Participation of a player in a sanctioned game not rostered to the team will be deemed an "Improper Roster" and the game will automatically be forfeited. Additionally, the head coach of a team using an "Improper Roster" will be referred to the Disciplinary/Dispute Resolution Committee for discipline.
- (i) A player may not be rostered to a team without the prior written consent of a parent or guardian. Participation in a tryout or selection process is not considered consent to participate on a team. Member Associations that roster a player without consent shall be referred to the Disciplinary/Dispute Resolution Committee for discipline.

## **12.0 TIER I**

- 12.1 CAHA, an Affiliate of USA Hockey, shall be the sole governing body to grant Tier I status to Member Associations within the geographical boundaries of North Carolina and South Carolina.
- 12.2 The designation for Tier I shall also be identified as "AAA".
- 12.3 Tier I status will not be allowed or granted in the Mite and Squirt age classifications. The identified Tier I age classifications are:
  - (a) Pee Wee (12 and Under), Pee Wee (11 and Under)
  - (b) Bantam (14 and Under), Bantam (13 and Under)
  - (c) Midget (16 and Under), Midget (15 and Under)
  - (d) Midget (18 and Under), Midget (17 and Under)
- 12.4 To safeguard the integrity of Tier I and maintain the competitive level of play with the most elite players in the Affiliate, CAHA will limit the number of Member Associations granted Tier I status and the number of Tier I teams formed at each age classification. Applicants for Tier I status must be Member Associations in good standing with CAHA. Consideration of Tier I applications shall be based on the following criteria, which shall be part of the Member Association's application:
  - Financial and historical information demonstrating that the applicant is financially solvent. This shall include the operating budget and most recent tax return.
  - Proof of IRS 501 (c)3 tax exemption status, where appropriate.

- Documentation demonstrating the applicant's ability to procure sufficient ice to support an appropriate number of home games and practices consistent with the size of the applicant's program. A letter of intent from local rinks may be required.
- Details of the applicant organization, which shall include at a minimum:
  - A list of the Officers and Directors of the organization
  - The number of Tier I teams planned at each level
  - Names and qualifications of Coaches for each team and proof that each Coach has obtained the appropriate Coaching Certification level and has complied with the USAH/CAHA screening requirements or has the ability to and will obtain those by Sept. 1st.
- Structure of the upcoming season (practices, games, proposed competition, etc.)
- Applicant organization's written Bylaws, Rules & Regulations.
- Structure and format of the try-out and player selection process.
- For each current team, the overall win-loss record and the win-loss record and scores of all games from the current season.

Approval of both new associations and the maximum number of teams allowed will be solely the discretion of CAHA determined by an evaluation utilizing the aforementioned application process and an annual review of all players registered as of December 31st of the current season within the Affiliate at the respective age classifications. The total number of Tier I players shall fall within five percent (5%) to ten percent (10%) of the total registered players at each age classification but cannot exceed ten percent (10%). CAHA reserves the right to field no Tier I teams at any or all age classifications, and allow one (1) team at each age classification even if the given percentages do not cover the required number of players to create a team of twenty (20) players. In the event a High Performance Club application is approved within the Carolina Affiliate, CAHA reserves the right to field no Tier I teams at any or all age classifications

12.5 Applications for Tier I status must be submitted by Member Associations in good standing to CAHA no earlier than December 1st and no later than December 31st for the upcoming season. The applicants will be notified of the final decision within 45 days of the December 31st application deadline. Once Tier I status is granted, it is subject to annual review by CAHA.

## 12.6 **Qualifications**

- (a) Tier I applicants must provide a schedule history including win/loss record.

- (b) If affiliated with a league, provide the league identity and participating associations within the league.
- (c) Provide a written insight as to teams it will play if granted Tier I status.

#### 12.7 **Player Selection**

- (a) All Tier I teams must have open tryouts.
- (b) Teams will select a roster up to twenty (20) players, (18 skaters/2 goalies.)
- (c) Before December 31 of the current season, any Tier I player may move down to Tier II, however, once a player moves down to Tier II that player may not move back up to Tier I for the remainder of the current season.
- (d) Before December 31 of the current season, any Tier II player may move up to Tier I. Any player moved up to a Tier I team may be placed back on a Tier II team no more than once during the current season.
- (d) All selected Tier I players must sign a Commitment Letter.

12.8 Associations applying for Tier I status for new or previously approved teams, may not advertise, market, or communicate the new seasons' teams until approval notification by CAHA.

12.9 All Tier I Member Associations which register Tier II, Recreational and/or House level teams and players are expected to be knowledgeable of and adopt the USA Hockey American Development Model (ADM) and to implement ADM principles and practices into their day-to-day hockey operations in accordance with the working timeline as set forth by USA Hockey, unless specifically approved otherwise.

12.10 All coaches of Tier I Bantam, Midget 16U and Midget 18U, major and minor teams, must complete CEP Level 4 in their fourth season of coaching, or first season of eligibility, regardless of their current CEP Level expiration date.

12.11 At its discretion, CAHA may grant Tier I Member Associations in good standing a three-year approval. Tier I Member Associations who receive a three year approval will provide to CAHA no earlier than October 1st and no later than October 31st of each season a summary of game results against their opponents for the past season, the teams that they plan to field for the subsequent season, and the number of players within their organization they forecast will matriculate to those teams the following season. If a Tier I Member Association with a three-year approval wishes to expand beyond the number of teams approved, in their three-year approval, they will submit a full annual review packet to CAHA during the December submission window described in 12.5.

### 13.0 TRYOUTS

- (a) No tryouts may be held before the completion of the USA Hockey National Championship Tournaments at ANY LEVEL.
- (b) Tier I tryouts may be held 48 hours following the completion of the USA Hockey National Championship Tournaments.
- (c) Tier II Youth and Girls tryouts may not be held nor may positions be offered to players until the fifth Friday following the completion of the USA Hockey National Championship Tournaments. Should the fifth Friday fall on the start date of the Southeastern District National Camp Tryout, Tier II Youth tryouts may begin the Friday following the Southeastern District National Camp Tryout. Tier II associations that field Tier II and lower competitive level travel teams may hold one tryout within the Tier II schedule timeframe to select all Tier II and lower competitive level travel teams for their association. Associations that include tryouts for lower competitive level travel teams during the Tier II schedule timeframe, must at a minimum, select and register at least one Tier II team in the upcoming season.
- (d) Travel or Recreational (Rec) tryouts cannot be held nor may positions be offered to players before July 1.
- (e) House tryouts/evaluations cannot be held before August 1.
- (f) CAHA will not accept or consider waiver requests to begin tryouts before the timeline defined above.
- (g) Youth tryouts may not be held the same weekend as the CAHA Festival or the Southeastern District National Camp Tryout.
- (h) Girls tryouts may not be held the same weekend as the Southeastern District Girls National Camp tryout.
- (i) A player may be charged a reasonable fee to participate in Member Association tryouts, but a player shall not be required to join that Member Association in order to participate in the tryout. A Member Association holding a tryout shall furnish all tryout participants with a written statement of the player's responsibilities if he/she should be selected and chooses to join the team to include the anticipated total annual cost to participate on that team, (Association dues plus an estimate of any additional team assessments), travel requirements, information on the league or anticipated schedule and the name and qualifications of any coaches already selected.
- (j) Player Agreements/Contracts: A Member Association shall not have any player or parent execute an association/team player agreement or contract for the next hockey season prior to the appropriate tryout dates listed above. Offers for a position on a team must be held open a



minimum of 48 hours following the extension of the offer. Players shall not be required to execute a player agreement or contract until 48 hours have elapsed from the conclusion of the Association's tryouts or date of the Association's offer for a position on a team, whichever occurs later.

- (k) Sanctions: Member Associations that knowingly violate the CAHA tryout schedule are subject to action by CAHA.

#### **14.0 TAMPERING**

- (a) Tampering shall be defined as recruitment of a rostered player without the prior written approval from the Association of the rostered player.
- (b) A coach, manager or other team or association official, may not directly or indirectly initiate contact with a player appearing on an approved team roster for the purposes of recruitment to roster and play on another team during the current season or to solicit players for the following season until 48 hours after the last game of the USA Hockey National Championships.
- (c) A coach, manager or other team or association official may not communicate directly or indirectly with a player appearing on an approved team roster by means of contact initiated by the player, the player's parent/guardian or any other person acting on behalf of the player for the purposes of recruitment to roster and play on another team during the current season or to solicit players for the following season until 48 hours after the last game of the USA Hockey National Championships.
- (d) An Association, team and/or coach may avoid tampering by securing written permission, in advance of any contact with a player, from the Association on whose active approved roster the player currently appears.
- (e) Players that dual roster on youth and national bound high school teams shall be exempt from this requirement.
- (f) The intent of this policy is to assure roster integrity and prevent disruption to teams and players. Complaints for alleged violations of this rule should be referred to the Disciplinary/Dispute Resolution Committee of CAHA. A coach, team or Association which knowingly violates the Tampering policy is subject to fine up to \$1,000, a one-year suspension or both. All fines assessed shall be paid by the Association. Any decision of the Disciplinary/Dispute Resolution Committee may be appealed to the CAHA Board of Directors by submitting, in writing, the grounds for such appeal to the President or Secretary within fourteen (14) days of being notified of the sanctions imposed.

- (g) To open a tampering inquiry an Association is required to submit a written complaint accompanied by evidence to substantiate the violation and a \$250 deposit to the Dispute and Discipline Resolution Committee. Complaints will be accepted from Member Associations only. Complaints submitted without evidence will be dismissed.

## **15.0 PLAYER TRANSFERS / FINANCIAL RELEASE LETTER**

- (a) The stability of team rosters during the season is encouraged, and the transfer of a player from one association team to another association team is strongly discouraged to assure roster integrity and prevent disruption to teams. Any Youth or Girls' player transferring from Association to Association within the same season, is required to obtain a financial release letter signed by the President or the equivalent of his/her current Association.
- (b) An Association may not roster a player on any team, regardless of competitive level, who has a delinquent financial obligation to another Association, the Carolina Amateur Hockey Association, the Southeastern District, USA Hockey or any other USA Hockey Affiliate or District. All delinquent financial obligations must be properly reported under the requirements described in Bylaw 16.0 - Outstanding Financial Obligations or according to the bylaws, rules or regulations of the governing USA Hockey Affiliate or District.
- (c) A player approved on a team roster, withdrawing from his/her current Association, must secure a financial release in writing before he/she can register with another Association or be rostered on another team at any competitive level. An Association or team may not allow a player to tryout, practice or play in any games until a financial release letter is obtained. All rosters adding the player to a new team must be accompanied by a copy of the financial release letter if the previous Association has not taken actions necessary to remove the player from the team roster.
- (d) All requests for a financial release letter should be made in writing to the current Association. Such Association shall have 10 days from receipt of the written request in which to respond, by either providing a financial release letter to the player, detailing the requirements for a financial release or for refusal to provide a financial release letter. An Association that sets forth requirements for a financial release or refuses to grant a financial release must do so in writing, and must inform the player of his/her right to appeal such requirements or the refusal to the CAHA Disciplinary/Dispute Resolution Committee. A player requesting a release must be granted that request if he/she does not owe any fees and/or equipment to the team or Association. The CAHA Disciplinary/Dispute Resolution Committee has the authority to release a player who is refused a release by his/her team or Association.
- (e) A player approved on a team roster, seeking to roster and play on another team while maintaining membership on his/her current team, must secure: 1) written permission from the Association on whose active approved roster the player currently appears permitting the player to register with another Association or be rostered on another team at any competitive level, and 2) a letter of good financial standing. An Association or team may not engage in direct or

indirect contact of any type with player, allow a player to tryout, practice or play in any games until written permission is granted from the current Association and a letter of good financial standing is obtained. Players that dual roster on youth and national bound high school teams shall be exempt from this requirement.

- (f) Any games played with a player prior to submitting a roster and financial release letter, (if required) or written permission from the player's current Association accompanied by a letter of good financial standing to the Associate Registrar for approval, or games played with a player who has a delinquent financial obligation to another Association will be considered as playing with an "Improper Roster" and are subject to the Rules and Regulations of "Improper Rosters" [refer to 11.0 Registration (c)]. Sanctions to include forfeiture of all games played under the "Improper Roster" and referral of the Head Coach to the Disciplinary/Dispute Resolution Committee for appropriate action. Appropriate action for the Head Coach of the team using the "Improper Roster", knowingly or unknowingly, is a one game suspension for every game in which the "Improper Roster" was used. Repeat offenses shall be subject to additional discipline at the discretion of the Disciplinary/Dispute Resolution Committee.

## **16.0 OUTSTANDING FINANCIAL OBLIGATIONS**

- 16.1 It is the express purpose of this Article to establish a fair and orderly process for the resolution of financial disputes within CAHA and to require that all Registered Participant Members, Team Members and Member Associations of CAHA utilize that process. In that connection, CAHA expressly adopts the USA Hockey Financial Dispute Resolution Procedure set forth in USA Hockey Bylaw 10 D. 3. (j) Procedures Applicable To Participant Ineligibility Determinations Based on Financial Disputes, as it now exists or may hereafter be amended as the exclusive remedy for financial dispute resolution and requires that Member Associations follow such procedures. Notice is hereby given to Registered Participant Members, Team Members and Member Associations to review the USA Hockey Annual Guide for specific details of the Financial Dispute Resolution Procedure currently in effect.

## **17.0 COACHING HELMET POLICY**

All Registered Member Associations shall enforce the following discipline policy for coaches who fail to wear a helmet.

In accordance with USA Hockey policy, all ice hockey coaches and instructors of registered USA Hockey Youth 18 & Under and below, high school, girls'/women's 19 & under and below, and disabled programs must properly wear an approved ice hockey helmet during all on-ice sessions, including practices, controlled scrimmages and all Coaching Education Program clinics and/or workshops. Failure to comply will result in a 30 day suspension from all activities involving USA Hockey registered programs.

Member Associations may impose additional suspensions or fines above and beyond this

minimum requirement. Member Associations will report any violations of this rule to the CAHA Vice President of Discipline within 72 hours of an incident and will report when the individual has completed their suspension.

## **18.0 SAFESPORT**

- 18.1 CAHA fully endorses and adopts the USA Hockey SafeSport Program.
- 18.2 **Member Associations:** All Member Associations are required to adopt and implement the USA Hockey SafeSport Program in their association.
- 18.3 **Local SafeSport Coordinators:** Each Member Association shall designate a local SafeSport Coordinator for their association. Local SafeSport Coordinators shall monitor the association for compliance as well as assist the membership with the following: implementation and enforcement of policies, training requirements, screening requirements, responding, reporting and adjudication procedures as well as any other tasks that fall under the purview of SafeSport.

## **19.0 PLAY UP POLICY (AGE 14 AND UNDER)**

- 19.1 The Carolina Amateur Hockey Association (CAHA) Board of Directors recognizes that in rare and specific cases it can be appropriate and even beneficial to a player's development for him or her to play up in the next age classification. A fine balance needs to be struck, however, to avoid placing the desire of a player above the legitimate opportunity for that participant to be successful in an older age classification. In some cases, based on the skill, size and maturity of a player, it may be desirable to utilize this option; in other cases, it may be best for the player to remain in their appropriate age classification.
- 19.2 All players, male and female, requesting to play up during the USA Hockey season in an association must have played for that association during the previous Fall/Winter season. For example, a male or female player requesting to play up during the 2017-2018 USA Hockey season must have played for that association during the 2016-2017 Fall/Winter season. Male and female players that register in a new association are restricted to playing in their appropriate age classification during their first season with that association. The Fall/Winter season shall be defined as September 1 – February 28.

Exception – 19.2 shall be waived for female players aged 9 and older moving from an association that forms youth teams only into an association that forms girl's teams. This limited exception is intended to provide a female player that has participated in a youth association only the experience of playing on a girls' team. A play up in this situation must receive prior approval from CAHA, shall not exceed one age classification and will not be allowed if the association forms an age appropriate girls' team. A completed Play-Up Request & Acknowledgement of Risk and Liability Form shall be required for all female players in this play up situation prior to roster approval.

- 19.3 Players and parents should acknowledge that approval to play up in a specific season does not necessitate the need to continue in a play up situation or guarantee approval to play up in future seasons. The player or goaltender requesting a play up must meet the criteria for each year of eligibility. At some point it may be necessary to play three years in one age classification if the player's past youth participation did not align with USA Hockey age classifications.
- 19.4 There is increased risk of injury for players playing outside of their designated age classification. However, CAHA allows movement in certain situations if specific conditions are met. You should carefully consider the increased risks involved and follow the criteria below when making a request to move a player into an older age classification.

Players may request to play up in an older age classification under the following criteria:

- a. Age 8 or younger - A male or female player age 8 or younger is permitted to move up to a 10U (Squirt) or Girls 10U team in an internal house program only and must meet all criteria described within this policy to be eligible to move up. Under no circumstances will a player age 8 or younger be approved on a 10U (Squirt) or Girls 10U team roster in any registration category, including but not limited to: Tier II, Travel, House/Rec and Invitational Tournament.
- b. Players aged 13 and under are permitted to move up an age classification in internal no-check house programs only and must meet all criteria described within this policy to be eligible to move up. Players aged 13 and under shall not be allowed to move up an age classification on teams that require an approved team roster except as provided in 19.6, 19.7 and 19.8.
- c. 12U (Pee Wee) - Allowing players to move from a non-body checking age classification into a body checking age classification represents the greatest risk and shall not be allowed.
- d. Players aged 14 are permitted to up to an age classification and must meet all criteria described within this policy to be eligible to move up.
- e. A player will not be permitted to move up more than one year in age. This requirement shall apply to all movement allowed under a., b. and d. For example, a first year 10U (Squirt) cannot be moved to the 12U (Pee Wee) age classification, however, a second year 10U (Squirt) may advance to Pee Wee if the remaining criteria is met. This shall apply to 8U (Mite), 10U (Squirt) and 14U (Bantam) age classifications. A second year 14U (Bantam) can be moved into the 16U (Midget 16 & Under) if all other criteria is met, however, a first year 14U (Bantam) must remain in the 14U (Bantam) age classification.
- f. Male and female players in a play up situation may not participate in games above the next age classification. For example, a 14 year old rostered on a 16U (Midget 16 & Under or Girls 16U) team may play in games against other 16U (Midget 16 & Under or Girls 16U) teams only. A 14 year old playing on a 16U (Midget 16 & Under or Girls 16U) team may not participate in games played against 18U (Midget 18 & Under) Youth or 19U Girls teams.

- g. An impartial evaluation of the player's skills, the ability to contribute to the older team as well as the player's maturity level compared to players in the older age classification must be made by a panel of neutral coaches before a decision is approved to grant the play up request.
  - h. The move up player or goaltender should be projected to be among the top 25% of all players or goaltenders on the next age classification team.
  - i. A completed Play-Up Request & Acknowledgement of Risk and Liability Form for all players in a play up situation must be submitted with the team roster in order to receive roster approval from the Associate Registrar.
- 19.5 Consideration should be given as to how the play up will impact the two teams involved. The number of players within each age classification should be considered. The request should be denied if the play up will displace an age appropriate player that would otherwise have played as determined by the team selection process.
- 19.6 Based on USA Hockey recommendations, each team should include two goaltenders. Unfortunately, there is often a shortage or surplus of goaltenders at a particular age classification. The possibility exists that an age classification may not have enough goaltenders to field a team. CAHA will allow goaltender movement to address these situations. If after exhausting all possibilities to obtain a goaltender from within the age classification, a goaltender from a lower age classification may be moved up provided the age appropriate team is not left without an experienced goaltender. All goaltenders will be required to fill out a Play-Up Request & Acknowledgement of Risk and Liability Form. This will be done solely to acknowledge the risk of playing with older players and the criteria for players to be "projected to be among the top players" will be excluded, however, 19.2 shall apply. Any association that moves up goaltenders to address shortages must submit to CAHA their planned growth initiatives to avoid goaltender shortages in the future.
- 19.7 In small market youth (male or co-ed) associations where the number of registered players within the geography of the association at an age classification do not equal one team, it may be necessary to consolidate age classifications in order to create teams. If and when that occurs, upon notification to the CAHA Board of Directors, the team will carry the name of the oldest age classification and those players that are part of the younger age group will be required to fill out a Play-Up Request & Acknowledgement of Risk and Liability Form. This will be done solely to acknowledge the risk of playing with older players and the criteria for players to be "projected to be among the top players" will be excluded, however 19.2 shall apply. The notification to CAHA must include the registration statistics for the consolidated age classifications, full information on the selection process, and the association's planned growth initiatives to avoid consolidation in the future. Consolidation of teams excludes 8U (Mite)/10U (Squirt) and 12U (Pee Wee)/14U (Bantam) consolidated teams.

- 19.8 In frequent circumstances due to numbers, it may be necessary to consolidate Girls age classifications in an Association in order to create teams. If and when that occurs, upon notification to the CAHA Board of Directors, the team will carry the name of the oldest Girls age classification and those players that are part of the younger age group will be required to fill out a Play-Up Request & Acknowledgement of Risk and Liability Form. This will be done solely to acknowledge the risk of playing with older players and the criteria for players to be “projected to be among the top players” will be excluded, however 19.2 shall apply. The notification to CAHA must include the registration statistics for the consolidated age classifications, full information on the selection process, and the association’s planned growth initiatives to avoid consolidation in the future. Consolidation of teams excludes 8U/10U consolidated teams.
- 19.9 The Member Association must specifically reserve the right to reverse any decision allowing a player to play up at any time. If a player that has moved up is experiencing difficulty, as determined by the association and/or the player’s coach, the association may reverse the decision allowing the participant to play up. In this case every attempt should be made to place the player on a similar team within the player’s proper age classification. Parents and players should carefully consider this outcome prior to making a request to play up.
- 19.10 Nothing in USA Hockey’s or CAHA rules requires an Association to allow any player(s) to play up.
- 19.11 Middle School students are not eligible to play up on a High School team under any circumstances.
- 19.12 CAHA will not accept or consider requests for waivers or exceptions to this Play Up Policy.

## **20.0 INTENTIONALLY BLANK**

## **21.0 8U TRAVEL POLICY**

- 21.1 CAHA would like to refocus our efforts on the core American Development Model (ADM) developmental principles of 8U hockey. "At its core, Red, White and Blue Hockey is high-performance training at 8U Mite. It is playing cross-ice games and conducting station-based practices and is designed to get the best out of each and every player. In this environment, a player’s activity level skyrockets because their engagement level increases, which leads to an increased skill set and love of the game. Drills are designed to focus on multiple skills and situations, increasing time with the puck and situational repetition. The goalies are also more involved in the drills because they get more shots to stop. It’s been proven that kids who begin their hockey training in this environment develop a better foundation of skills and hockey instincts and enjoy the game more. It is because of this emphasis on fun and development that we’re asking associations, teams, coaches and parents to include station-based practices and cross-ice games at the 8U Mite level. Doing so is an important part of the development process at this age." Policy statement adopted from the USA Hockey ADM Handbook for 8U Mite Hockey.

- 21.2 CAHA's goal is to provide 8U Cross-Ice Jamboree opportunities throughout the Affiliate so teams do not need to travel outside of CAHA. Each Association is encouraged to attend as many 8U Cross-Ice Jamborees in the CAHA geography as possible. These Jamborees will be publicized by CAHA and will be part of the CHL scheduling process. 8U Cross-Ice Jamborees will follow the CAHA Guidelines for 8U Cross-Ice Jamborees and may be held in a Scramble or Team format.
- 21.3 For any 8U team that wants to attend a tournament or 8U Jamboree outside of CAHA, they must follow these guidelines in selecting any tournament or 8U Jamboree that they attend:
- a. Submit a travel permit. It is recommended to submit 30 days before the first day of the event. Please do not financially commit to any event before receiving approval.
  - b. The tournament or 8U Jamboree that a team attends must be cross-ice (preferred) or half-ice and be USA Hockey sanctioned. The size of the rink that the tournament is played on can be no larger than half of the ice surface of that specific rink and no larger than 100' x 100' in size.
  - c. Teams must have an official USA Hockey Official Team Roster for each event.
  - d. Any 8U team from CAHA may travel to any tournament only in the states/locations as follows: Maryland, Virginia, District of Columbia, Tennessee and Georgia. Travel outside these areas is not permitted.
  - e. Teams that violate this rule will be referred to CAHA Disciplinary Committee and be subject to the following disciplinary action:
    - o First Offense – no 8U Travel permits for any Association team for 90 days
    - o Second Offense – no 8U Travel permits for any Association team for one (1) year.



**CAROLINA AMATEUR HOCKEY ASSOCIATION  
BYLAWS – ADDENDUM F  
DISTRICT AND NATIONAL CHAMPIONSHIP QUALIFICATION PROCESS**

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**1.0 SOUTHEASTERN DISTRICT AND NATIONAL CHAMPIONSHIP QUALIFICATION PROCESS**

1.1 The following procedures contained herein shall determine the method of advancement for CAHA teams to the Southeastern District and/or USA Hockey National Championship Tournaments.

**2.0 YOUTH TIER I**

2.1 Approved Tier I teams in tournament bound age classifications are required to participate in the Southeastern District Tier I Tournament. Should more than one (1) Tier I team exist in any tournament bound age classification, CAHA shall determine the method for advancement to the Southeastern District Tournament on or before November 1 of the current season.

2.2 Any Tier I association whose team qualifies for the Southeastern District Tier I Tournament and fails to fully participate therein or which qualified for the subsequent USA Hockey National Championship Tournament and fails to fully participate therein shall not be permitted to register ANY Tier I teams in the succeeding playing season and shall be referred to the Disciplinary/Disputes Resolution Committee for additional disciplinary action.

2.3 Tier I teams shall abide by all Tier I regulations as defined in Addendum E, Bylaw 12.

**3.0 YOUTH TIER II**

3.1 The CAHA State Championship Tournament will be the sole path to the USA Hockey National Championship Tournament for Bantam 14 & Under, Midget 16 & Under and Midget 18 & Under teams.

3.2 All Tier II teams properly registered in North Carolina or South Carolina at the age classifications designated in 3.1 may enter the CAHA State Championship Tournament.

3.3 The tournament will be divided into divisions based on state and age classification. A team's state affiliation will be determined by the state in which the team is registered. Additionally, 80% of the rostered players on a registered Tier II team must legally reside in the state of registration. Any exception must be approved by the CAHA Board of Directors. Exceptions will be allowed only for teams who roster players residing on a state border where the closest proximity to a Tier II team crosses the state line. This determination will be based on the roster of the current season. The regular season shall be defined as September 1 – February 28.

- 3.4 In the event there is only one applicant for this tournament within a respective state at an age classification designated in 3.1, that team shall bypass the CAHA State Tournament and advance directly to the USA Hockey National Championship Tournament.
- 3.5 In the event there are no applicants for this tournament within a respective state at an age classification designated in 3.1, there will be no representative from that state in the USA Hockey National Championship Tournament at that age classification.
- 3.6 The CAHA State Tournament shall be under the control and supervision of the CAHA Tournament Committee. Complete tournament bulletins containing dates, pairings and method of pairings, rules and qualifications shall be prepared by the CAHA Tournament Committee and distributed to all Member Associations no later than 90 days prior to the first day of the tournament.
- 3.7 The tournament format will be based on the number of applicant teams for that division.
- 3.8 The deadline for applications to participate in this tournament is 21 days after the release of the tournament registration information. The fee schedule will be based on the number of applicant teams for a division and full payment of fees will be due no later than 30 days after the registration period has closed. In the event an applicant does not remit full payment of fees by the due date, that team will be withdrawn from the tournament. All teams registered for the tournament have seven (7) days after the payment due date to withdraw their registration in writing to the Tournament Committee and receive a full refund with no penalty.
- 3.9 Any Association whose team applies to participate in the CAHA State Tournament and fails to withdraw their registration in writing to the Tournament Committee within seven (7) days after the payment due date or fails fully participate therein or which qualified for the subsequent USA Hockey National Championship Tournament and fails to fully participate therein shall not be permitted to enter ANY team in the CAHA State Tournament at any age classification in the succeeding playing season and shall be referred to the Disciplinary/Disputes Resolution Committee for additional disciplinary action.

#### **4.0 GIRLS'/WOMEN'S**

- 4.1 Girls'/Women's teams in tournament bound age classifications are required to participate in the Southeastern District Girls'/Women's Tournament. Should more than one (1) team exist in any Girls'/Women's tournament bound age classification, CAHA shall determine the method for advancement to the Southeastern District Girls'/Women's Tournament on or before November 1 of the current season.
- 4.2 Any association whose Girls'/Women's team qualifies for the Southeastern District Girls'/Women's Tournament and fails to fully participate therein or which qualified for the subsequent USA Hockey National Championship Tournament and fails to fully participate therein shall not be permitted to register ANY Girls'/Women's teams in the succeeding playing season and shall be referred to the Disciplinary/Disputes Resolution Committee for additional

disciplinary action.

## **5.0 HIGH SCHOOL**

### **5.1 NORTH CAROLINA: TBD**

**5.2 SOUTH CAROLINA:** the South Carolina Scholastic Hockey Association (SCSHA) will be the sole path to the USA Hockey National Championship.

**5.3** High school teams competing for a USA Hockey Championship must comply with all USA Hockey, CAHA and SCSHA regulations regarding high school rosters and high school player eligibility.

**5.4** Teams interested in competing to represent South Carolina at the USA Hockey High School Varsity National Championship Tournament must submit a declaration letter to the SCSHA Secretary no later than November 1 of the current season. The SCSHA Secretary shall forward to the CAHA High School Committee the list of teams declaring their intention to pursue the National Championship within five (5) days of the declaration deadline. These teams shall be identified as tournament bound teams.

**5.5** Teams choosing not to pursue the National Championship shall be identified as non-tournament bound teams.

### **5.6 Rules:**

1. All players must be full time South Carolina high school students (grades 9-12).
2. Eligibility is not to exceed eight (8) consecutive semesters starting with a player's freshman year.
3. High school students graduating mid-year are no longer full-time students and therefore, are not eligible to play on a high school hockey team, effective on their last day of attending classes full-time.
4. Players must be 19 years old or under as of December 31.
5. A limit of thirty (30) players at any one time may be rostered to a high school team. A maximum of 20 players, in which not more than 18 are skaters, shall be permitted to play in a game.
6. No billeted player competing on a Junior, Tier I, or Tier II team may be rostered on a high school team.
7. Each team must have competed as a team unit in at least (10) games.

8. Each player must have played in at least five games with their team during the regular season.
  9. South Carolina high school teams shall follow all other rules of the SCSHA.
  10. South Carolina high school teams shall follow all USA Hockey rules pertaining to high school competition as currently adopted or hereafter amended.
  11. High school players may participate on a both a high school tournament bound team and his/her Youth/Girls' Tier I or Youth/Girls' Tier II team.
- 5.7 The SCSHA shall organize an end of season tournament for all declared tournament bound high school teams for the purposes of identifying a representative to the USA Hockey High School Varsity National Championship Tournament. The champion of the SCSHA Tournament will advance to the National Championship Tournament as the representative team for South Carolina. It is strongly recommended the SCSHA provide a non-tournament bound division in the SCSHA Tournament for teams not competing for the National Championship. Should only one (1) non-tournament bound team exist within a playing season, that team's season shall end at the completion of regular season games.
- 5.8 Completion Dates: The SCSHA end of season tournament must be completed not less than fourteen (14) days prior to the first day of the national championships.
- 5.9 Any tournament bound high school which qualifies for the USA Hockey National Championship Tournament and fails to fully participate therein shall not be permitted to declare tournament bound status in the next two (2) succeeding playing seasons and shall be referred to the Disciplinary/Disputes Resolution Committee for additional disciplinary action.