

Bylaws of the Central Virginia Soccer Association

Revised November 2018

TABLE OF CONTENTS

- I. Generally Applicable Bylaws**
 - A. Duties of C.V.S.A. Officers**
 - 1. President
 - 2. Vice-President
 - 3. Executive Secretary
 - 4. Treasurer
 - 5. Registrar
 - 6. Scheduling Coordinator
 - 7. Secretary of Public Relations
 - 8. Field Maintenance Supervisor
 - 9. At-Large Member
 - B. C.V.S.A. Board**
 - C. C.V.S.A. Council**
 - D. Robert's Rules of Order**
 - E. Duties of Team Officers**
 - F. Duties of Players**
 - G. Duties of Referees**
 - H. Head Referee**
 - I. Disciplinary Committee**
 - J. Financial Matters**
 - K. Awards**
 - L. Jurisdiction**
- II. Primary Season**
 - A. Laws of the Game**
 - B. Financial Obligations**
 - C. Uniforms & Equipment**
 - D. The Season**
 - E. Computation of Team Standings**
 - F. Registration of Players**
 - G. Registration Procedures**
 - H. Division Structure Within the C.V.S.A.**
 - I. Disciplinary Actions**
 - J. Transfers**
- III. Secondary Seasons**
 - A. Summer Season**
 - 1. Laws of the Game
 - 2. Financial Obligations
 - 3. Uniforms & Equipment
 - 4. The Season
 - 5. Computation of Team Standings
 - 6. Transfer
 - 7. Registration of Players
 - 8. Disciplinary Actions
 - B. C.V.S.A. Cup**
 - 1. Laws of the Game
 - 2. Financial Obligations
 - 3. Uniforms & Equipment
 - 4. The Season
 - 5. Other Regulations
 - C. C.V.S.A. Invitational Cup**
 - 1. Laws of the Game
 - 2. Qualification
 - 3. Registration
 - 4. Tournament Chairman's Responsibilities
 - 5. Disciplinary Action
 - 6. Awards
 - D. State Cup / Challenge Cup**
 - 1. Laws of the Game
 - 2. Qualification
 - 3. Other Rules

IV. Amendments to the Bylaws

A. Amendments

B. Submission of Proposed Amendments

V. Limitation of Liability and Indemnification

I. Generally Applicable Bylaws

A. Duties of CVSA Officers

1. President: He/she is the chief executive, chairs all meetings of the CVSA Board and Council. He/she appoints all CVSA committees except those that may make decisions that affect the standings or players of his/her team. Based on the approval of the CVSA Board he/she also appoints officers to the CVSA Board in the event of vacancies due to the resignation of any elected member. He/she insures that all other CVSA Officers understand and perform their duties. The President shall cast deciding vote in the event of a tie vote at any meeting, or may chose to abstain or waive the right to do so.

2. Vice President: He/she shall exercise all powers of the President in his/her absence, including the casting of deciding votes in the event of a tie vote at any meeting. He/she is the chair of the disciplinary committee unless his/her team is involved. In that case the President shall appoint someone else. He/she is the chair of all cup and tournament competition hosted by the CVSA, unless the CVSA Board appoints someone else. He/she is the CVSA representative to the state association, unless the CVSA Board appoints someone else. Should the office of President become vacant, he/she appoints an acting President (which may be himself/herself,) subject to the approval of the CVSA Board. He/she shall perform such other duties as the President may direct.

3. Executive Secretary: He/she maintains all CVSA files, records, and minutes of the CVSA Board and Council meetings. He/she provides all Council members with copies of the minutes, Constitution, Bylaws, and other appropriate notices; maintains and issues rosters of Council members, writes and issues such correspondence, including all communication directed towards the CVSA membership, as the President may direct.

4. Treasurer: He/she is the financial officer, handles all monies, handles checking and savings accounts for the CVSA, gives financial reports at each CVSA Board and Council meeting. He/she will submit to an annual audit of financial records.

5. Registrar: He/she receives from the state association, and passes on to the member divisions all registration materials, receives and audits all completed registration materials and monies received from member divisions. Upon verification of correctness, turns over all monies to the treasurer, validates all player passes, and submits completed registration materials to the state association's registrar. He/she files and maintains all team and club rosters of member divisions, and reports and maintains all records of disciplinary actions.

6. Scheduling Coordinator: He/she constructs the division schedule and coordinates with the designed representative of the referee association, for the purpose of assigning referees for all CVSA-sanctioned games. He/she will keep the official record of wins, losses, ties, forfeits, and the resulting standings of the teams and make these available for the CVSA membership.

7. Secretary of Public Relations: He/she writes periodic sports articles for publication on various media platforms, and ensures that special events are properly publicized. Annually notifies schools and athletic organizations in central Virginia of the existence and purpose of the CVSA, and of the accomplishments of member divisions. He/she will take other appropriate action to promote the sport of soccer in central Virginia. They are in charge of soliciting media for the CVSA Website, and maintaining its content. They are to plan and oversee all special events outside of sponsored tournaments and promote them accordingly in order to promote the CVSA.

8. Field Maintenance Supervisor: He/she coordinates all field maintenance efforts on behalf of the CVSA, including but not limited to: grass cutting; field lining; goal procurement, transport, and setup; net procurement, repair, and replacement; seeding and aeration; and laying fill dirt and/or sand. He/she acts as custodian for all CVSA-owned field equipment and supplies and serves as liaison between the CVSA and any parties contracted to perform field maintenance duties. He/she monitors the condition of fields used for league play and advises the Board when a field is in critical need of rest and/or repair.

9. At-Large Member: Up to five at-large members may be added to the board.

B. CVSA Board: The CVSA Board of Directors, at the discretion of the President and/or the Vice President, shall meet periodically as needed. Except for impromptu meetings, the time and place of meetings will be decided at the previous meeting. The Board meets at least once a month during the season and once every two months in between seasons. The Board shall have such duties as defined by **Article XIII** of the *CVSA Constitution* and **Article I.A** of the *CVSA Bylaws*.

1. At all meetings of the Board a majority of the Board members then serving shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Board members present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, the CVSA Constitution or by these bylaws. If at any meeting there is less than a quorum present, a majority of these present may adjourn the meeting without further notice to any absent Board member.

2. Action may be taken by the Board, the Council, or a committee of the Board or CVSA, without a meeting if a written consent, setting forth the action, is signed by all of the Board members, Council members or committee members, either before or after such action. Conference telephone or similar communication equipment may be used as permitted in the Code of Virginia.

3. Pursuant to Va. Code § 13.1-852.1, as amended, a Board Member may vote at Board meetings in person or by proxy. A Board member may appoint another then-serving Board member proxy to vote or otherwise act for the appointing Board member by signing a proxy appointment form, either personally or by his or her attorney in fact. A Board member appointment of a proxy is effective when received by the CVSA Secretary or other officer or agent authorized to tabulate votes of Board members. A Board member proxy appointment is valid only for the meeting of the Board specified in the Board member proxy appointment, unless a longer effective period is expressly provided in the Board member proxy appointment form. A Board member's appointment of a proxy is revocable by the appointing Board member at all times. The death or incapacity of the Board member appointing a proxy does not affect the right of CVSA and the Board to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officers or agent authorized to tabulate Board member votes before the proxy exercises his or her authority under the Board member proxy appointment. If the Board member name signed on a vote of Board members, consent or waiver of Board members or Board member proxy appointment corresponds to the name of a Board member, CVSA and the Board, if acting in good faith, is entitled to accept the vote, consent, waiver or proxy appointment and give it effect as the act of the appointing Board member. If the Board member name signed on a vote of Board members, consent or waiver of Board members or Board member proxy appointment does not correspond to the name of a Board member, CVSA and the Board, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver or proxy appointment and give it effect as the act of the Board member if the name signed purports to be that of an administrator, executor, guardian, or conservator representing the Board member and, if CVSA and/or the Board requests, evidence of fiduciary status acceptable to CVSA or the Board has been presented with respect to the vote of Board members, consent or waiver of Board members, or Board member proxy appointment. CVSA and the Board are entitled to reject a vote, consent or waiver by a proxy Board member or a Board member proxy appointment if the Secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the Board member proxy appointment or about the signatory's authority to sign for the Board member. A Board member proxy appointment authorized by this section that does not specify the action to be taken by the proxy shall relieve the appointing Board member of, and impose upon the person in whom such proxy discretion or power is vested, any liability for acts or omissions imposed by law on Board members, provided, that such liability shall be limited and subject to indemnification to the extent provided under applicable provisions of Virginia law and/or the Constitution, bylaws and governing documents of CVSA. A Board member proxy appointment authorized by this section that specifies the action to be taken by the proxy shall not relieve the appointing Board member of, and the person in whom such proxy discretion or power is vested shall not have, any liability for acts or omissions imposed by law on Board members, provided, that such liability shall be limited and subject to indemnification to the extent provided under applicable provisions of Virginia law and/or the Constitution, bylaws and governing documents of CVSA.

4. The existence or performance of an agreement authorized by this section shall not be a ground for imposing personal liability on any Board member for the acts or debts of CVSA even if the agreement or its performance treats CVSA as if it were a partnership or results in a failure to observe the corporate formalities otherwise applicable to the matters governed by the agreement.

5. The President and/or Vice President may present a motion of no confidence for any current CVSA Board Member if it is believed that they are no longer fit for duty. A vote amongst the Board will be conducted, of which the majority must vote in favor of removal in order for the motion to pass. If the motion passes, it is at the discretion of the Board to replace the outgoing member, or to leave the position vacant. A majority vote amongst the Board is needed to appoint any new member to the position if it is to be filled.

C. CVSA Council:

1. There will be at least one CVSA Council meeting every year. At one of those meetings the CVSA Council will hold elections as set forth in **Article XIII** of the *CVSA Constitution*.

The election will be held every November, unless extenuating circumstances dictate otherwise. In addition, the CVSA Board can call CVSA Council meetings at its discretion.

2. There will be a Captains Meeting, to be attended by the CVSA Council, held prior to the start of each Primary and Secondary Season, at which time the CVSA Board will review all pertinent information for the upcoming season. Attendance for these meetings is mandatory as outlined in Section I.E.1.

D. Robert's Rules of Order: Except as otherwise provided in these Bylaws, all meetings of CVSA shall be conducted in accordance with the latest authorized edition of Robert's Rules of Order.

E. Duties of Team Officers

1. Team Officers are individuals who represent their teams on the CVSA Council. They must attend all Council meetings, including Captains Meetings, or show just reason. Failure to provide representation for such meetings will result in assessment of a forfeiture as part of the standings tiebreaking procedure for the upcoming season, as outlined in Section II.E.2.

2. Team Officers must appoint alternate representatives, and authenticate them to the CVSA Board.

3. It is their duty to keep all players of their team informed of all actions taken by the CVSA.

4. It is their duty to report violations of the *CVSA Constitution* and *CVSA Bylaws* to the CVSA Board.

5. It is their duty to keep all documentation concerning their team up to date and to furnish a game roster to referee before each game.

6. It is their duty to insure all players are properly registered with the CVSA.

7. They are personally responsible for any and all debt to the CVSA and league, including team fines and trophy replacement.

F. Duties of Players

1. It is the player's duty to be properly registered prior to playing in any game.

2. It is each player's responsibility to possess a valid identification, and be properly dressed for play in full team uniform.

3. It is each player's responsibility to keep CVSA Registrar informed of his current home address, and both his/her home and work phone numbers.

4. Each player is responsible for compliance to all park/field rules and all rules and laws of the game.

G. Duties of Referees

1. He/she must be thoroughly familiar with the FIFA Laws, with the USSF laws, and with the CVSA amendments as set forth in the *CVSA Constitution* and *CVSA Bylaws* and current *Operations Guide*.

2. The referee must be properly dressed referee uniform, and he/she must have a different color shirt in the event that one of the teams conflicts.

3. He/she must obtain a team roster from each team prior to the start of the game and validate that all players are officially registered for the team which they will be playing.

4. He/she must submit a completed game report at the conclusion of each match.

6. He/she must check player equipment and uniforms before each match.

7. Before starting the match he/she must check weather conditions, condition of the field, and preparation of the field (cut grass, lining, goal nets, corner flags). He/she may only cancel or relocate a game because of violent weather, dangerous and poor field condition, poor player and fan conduct, insufficient team rosters or team tardiness.

H. Head Referee (Referee Association Representative)

1. May attend any or all CVSA Board and CVSA Council meetings by invitation or request.

2. Informs the Vice President of all disciplinary actions the same day as they occur.

3. Ensures the scheduling of referees for all games.
4. Ensures all referees meet qualifications required by the CVSA.

I. Disciplinary Committee

1. The Vice President will be the standing Chairman unless his team / club is involved. In his absence the President or his appointed proxy will preside.
2. The committee will consist of at least three members who must be from neutral teams / clubs.
3. The Vice President will handle all protests, disciplinary actions, and all appeals.
4. He/she will inform all affected parties of time and location of Committee meetings. A letter will be sent via electronic mail and/or registered mail.
5. He/she will report and record results to the President and the CVSA Registrar. The results will also be posted on the CVSA website.
6. He/she ensures that the referee and/or the referee report are present at the meeting.

J. Financial Matters

1. The following expenses may be reimbursed to CVSA Officers:
 - a. Postage.
 - b. Telephone costs.
 - c. Expenses with prior Presidential or CVSA Board discretion or approval.
 - d. Travel cost to and from the state meeting at the current IRS reimbursement rate.

2. Expenditures of Funds

- a. All expenditures must be approved by the CVSA Board, except those directed by the President for day to day CVSA operating costs when it is not possible for him/her to have the Board meet because of time limitations.
- b. Board members who have been authorized to spend CVSA monies must furnish receipts for all expenditures.

K. Awards

3. Trophies will be awarded in all competitions sponsored by the CVSA if financially feasible, unless the Board recommends otherwise.
4. The CVSA Board will approve who receives trophies, as well as the expenditures for such trophies.
5. The CVSA Board will manage the CVSA Champion Awards, and ensure that the winning teams properly sign for them, and that they are returned to the CVSA upon their request. They may then request possession for special events. The CVSA Board can grant these requests. Trophies will be publicly displayed at places selected by the CVSA Board. Should teams be unable to return trophies for any reason, they will be responsible for replacing them.
6. The board ensures that all Champion Trophies and awards are properly engraved.
7. Divisional & Playoff Champions are authorized a replica trophy. The cost limit is \$50 and is subject to the team's outstanding balances.

L. Jurisdiction: The League shall have jurisdiction over all member teams and all individual players affiliated with each team. Each team and each player shall abide by the Bylaws of the League and the current season Operation's Guide and shall comply with its authority.

II. Primary Season

A. Laws of the Game: The laws that apply to primary season competition are FIFA Laws as amended by the USSF and as amended as follows:

1. A team shall have no more than eleven and no less than seven players on the field during a match.
2. A team may have unlimited number of players but place no less than eight players on its game roster.
3. Unlimited substitution is allowed among all players on the game roster during competition.
4. A match will consist of two forty-five minute halves with a ten-minute half time.

5. Games that are stopped by the referee shall be replayed if the game ends before half time, but the score will stand if the game ends at half time, or in the second half. The only exception to this rule is if the Disciplinary Committee deems it necessary to fine one of the teams for gross unsportsmanlike conduct. If this happens, the committee may rule that the other team is the winner.

B. Financial Obligations

1. Referees will be paid based on the contract with the referee association. In the event that no such contract exists, and the CVSA hires individual referees, the CVSA Board must determine what amount each official will be paid. Each team will then pay the per game referee fees times the number of home games. All referee fees must be paid in full before the start of the season and unpaid team will not be approved by the CVSA Board, and will be granted only in situations that are beyond the control of the teams.

2. There will be a player registration fee payable by each player. The CVSA Board will determine the amount each season. (See Fees Code)

3. Additional Fees such as Forfeit Penalties may be levied upon a player or team at the discretion of the CVSA Board. The deadline to pay such fines will be outlined in writing by the CVSA Board upon administering said penalty.

C. Uniforms & Equipment

1. All teams will have uniforms consisting of the following items:

- a. Soccer jerseys or T-shirts, with permanently fixed numbers on the back, and all the same color and design.
- b. Proper soccer shoes and shinguards as defined in Law IV of the FIFA Laws.
- c. The goalkeeper must wear a jersey or T-shirt which is different in color from the jerseys of both teams playing in the match (black goalkeeper shirts are permitted).

2. Each home team must be prepared to change to different color jerseys if the opposing team wears the same color jerseys.

3. Each team must bring to every match a proper soccer ball as defined in Law II of the FIFA Laws.

4. Each player must bring to each match a valid ID as outlined in the current Operations Guide. .

D. The Season

1. The Fall season should begin in September. The actual date on which the season starts depends on how many teams register, and on field availability. If at all possible, the season should end no later than December.

2. The Spring season should begin in February. The actual date on which the season starts depends on how many teams register, and on field availability. If at all possible, the season should end no later than May.

3. Match locations shall be announced by the Scheduling Coordinator prior to the start of the season.

4. There will be a 10 minute grace period for the start of the match. If the referee cannot start the game because one team does not have seven properly dressed players, then that team shall forfeit the match. If both teams lack seven properly dressed players at the scheduled start of the match, then both teams shall forfeit the match.

E. Computation of Team Standings

1. Standing points are awarded in the following manner:

- a. Three points are awarded for a win or a win by forfeit.
- b. One point is awarded for a tie.
- c. No points are awarded for a loss or a loss by forfeit.
- d. Three goals are awarded for forfeit victories.

2. The tie-breaking procedures shall be as follows: (1) Points; (2) Fewest Games Forfeited; (3) Head-to-Head (*round-robin standings points if more than two teams are tied*); (4) Head-to-Head Goal Differential (*round-robin goal differential if more than two teams are tied*); (5) Overall Goal Differential; (6) Overall Goals For; (7) Wins; (8) Coin Toss (*only to be used to determine final standings*).

F. Registration of Players

1. Players can be registered at any time during the season, in accordance with the timeline outlined in that season's Operations Guide.

2. Under no circumstances may a player be registered on two or more teams within the same division at the same time.

G. Registration Procedures

1. The deadline for the registration of teams is to be set by the CVSA Board. The Board has the authority to grant an extension to the deadline if necessary to adequately fill available team slots within the league.

2. All players must be properly registered through the league Registration System prior to participating in any league sanctioned match.

H. Division Structure Within the CVSA

1. As a minimum, the CVSA shall have two member divisions, the Premier Division and the First Division.

2. The Premier Division shall be limited to the best teams, up to twelve (12) from central Virginia.

3. The First Division shall be composed of all teams that do not qualify to compete in the Premier Division. If the number of teams in this division exceeds twelve, the CVSA Board may decide to create a new division that may equate a "Second" Division.

4. After completing the season, the Champion and Runner-Up of the First Division may be required to advance into the Premier Division. The two lowest teams of the Premier Division may be required to move into the First Division, and so on throughout the existing divisions. Due to attrition from season-to-season and the constant influx of new teams, it may not be feasible to promote or relegate teams on a regular basis. The CVSA Board shall have final authority to assign teams to divisions that insures competition, and an even number of teams among the divisions. New teams will enter the league in the lowest existing division. They may petition the Board to request entry into a higher division. The Masters Division is the exception to this rule, as these teams are not seeking promotion.

5. Additional Divisions within the CVSA, such as Masters, Coed, etc., may be created at the discretion of the CVSA Board. Any rules which are specific to these divisions shall be outlined in the current Operations Guide.

I. Disciplinary Actions

1. Classifications*:**

Card Offenses	Abbreviations	Points
Delays the Restart of Play	DRP	2
Dissent	DST	2
Enters the Field of Play	ENF	2
Fails to Respect the Required Distance	FRRD	2
Leaves the Field of Play	LVF	2
Persistent Infringement	PI	2
Unsporting Behavior	USB	2
2 x Yellows	2CT	5
Deny an Obvious Goal Scoring Opportunity	DOGSO	5
Offensive, Insulting, or Abusive Language	LANG	5
Serious Foul Play	SFP	8
Violent Conduct	VC	10
Spitting	SPIT	15
Striking		25

* This is a guide and may be adjusted based on circumstances.

** Red card offenses carry over to the following season (Spring, Fall)

***Repeat offenders (including teams) are subject to more severe or additional penalties up to and including expulsion from the league.

2. A team is responsible for the behavior of its Captains, Managers, club members and fans. Failure of the team to control said persons may result in probation, point deductions, forfeits, suspensions or severe fines for the team.

3. Any team (Captain) wishing to file an appeal of the actions taken by CVSA Board or the Disciplinary Committee must do so within five days after receiving official notification

from the committee. After five days the findings become final. A \$25.00 fee is required with each appeal. The fee is refundable if the appeal committee returns a favorable decision. Only disciplinary penalties imposed by the League (e.g., probation, suspension, expulsion, etc.) may be appealed; referee-issued disciplinary cards (Yellow) and the associated disciplinary points may not be overturned since doing so would undermine the on-field authority of the referees.

The accumulated points are as follows:

1. Five Points: one-game suspension.

2. Ten Points

a. If accumulated over the course of a season (i.e. more than one game), an additional one-game suspension is imposed for the game immediately following the one in which the player reaches the ten-point plateau. However, if the five-point and ten-point plateaus are reached in the same game, an automatic two-game suspension is imposed (e.g. a player coming into a game with four points, and committing an eight-point foul).

b. If accumulated in one game, an automatic two-game suspension is imposed.

c. Once a player reaches 10 points he/ she are considered on probation for the remainder of the season/ Cup.

3. Fifteen Points or higher: length of suspension to be decided by the CVSA Board and/ or the CVSA Disciplinary Committee

4. Regular Season versus Cup Competition: disciplinary points for the CVSA Cup and Copa Bruce are tabulated separately from those accumulated in the Regular Season, as are the penalties. Exceptions will be made for a red card in the case of a team's final game of the Cup as well as heinous fouls, violent conduct and/ or striking penalties.

Note: When enforcing Spitting, VC and Striking penalties:

1. Cup and Regular season matches are combined.
2. If the player is on multiple teams, said player must serve the suspension (for the team the suspension was assessed) in its entirety before being eligible for any other CVSA match regardless of division.
3. The penalties carry over to the following season/ Cup competition until the full suspension is served

APPEALS: Any team or individual wishing to appeal a disciplinary sanction should consult Article II.1.3 of the *Bylaws of the Central Virginia Soccer Association*.

In addition, penalties dealing with referee abuse could result in additional sanctions covered by the **Metropolitan DC-Virginia Soccer Association Greensheet**, which can be found on the Disciplinary Page of the Metropolitan DC-Virginia Soccer Association website:

The CVSA Board and Disciplinary Committee reserve the right to strengthen (up to and including expulsion from the league) or lessen any sanction based on the best interests of the league.

4. For further disciplinary penalties see Fine Code.

J. Club Teams

A "Club" is two or more teams registered for play in the CVSA that meet the club requirements, as outlined in the current Operations Guide. The Registrar will notify teams requesting club status whether they meet/have met the necessary requirements.

Clubs which have multiple teams within the League may promote/demote players from one team to another under the following conditions:

a. No more than five transactions are made, to or from a team, during the season.

b. Any promoted/demoted player may not move again until he has played or sat out two games.

It is the intent of this rule to allow clubs which put in the extra effort necessary to administer more than one team the potential to reward good players with promotion, and to enable them to replace injured or missing players on a team in order to maintain its quality. The CVSA will not look favorably on any attempt to "stack" a lower rated team for the purpose of winning critical games.

All requests for player transfers must be submitted to the CVSA Registrar, who will present the request to the CVSA Board for validation and approval.

K. Transfers

Players and team managers are responsible for submitting a transfer request to the CVSA Registrar. Requests must be accomplished in writing. Transfers must be approved by the player, each team manager, and the CVSA Registrar before being made.

The CVSA Registrar may perform any player transfers prior to the start of the season at their discretion and authority. After the opening match of the season, all transfer requests must be presented to the CVSA Board for review and approval.

Transferred players cannot play for their new team until the CVSA Registrar has update the team rosters through the CVSA Registration System.

III. Secondary Seasons

A. Summer Season

1. Laws of the Game: the laws which apply to the Summer Season competition are the FIFA Laws as amended by the USSF and amended as follows:

- a. A team shall have no more than seven players and no less than five players on the field during the match.
- b. A team may have an unlimited roster, and unlimited substitutions are allowed among all players on a team roster during a competition.
- c. A match will consist of two twenty-five minute halves with a five half time.
- d. Games that are stopped by the referee shall be replayed if the game ends before half time or during the half time period, but the score will stand if the game ends in the second half. The only exception to this rule is if the Disciplinary Committee deems it necessary to fine one of the teams for gross unsportsmanlike conduct. If this happens, the committee may rule that the other team is the winner.

2. Financial Obligations

- a. Referees will be paid by the CVSA. The CVSA Board will decide the amount.
- b. There will be a player registration fee payable by each player.

3. Uniforms & Equipment: see **Article II.C.**

4. The Season

- a. The season will begin during the month of June. The actual date on which the season starts depends on how many teams register, and the availability of fields. If at all possible, the season should end no later than mid-August.
- b. The Scheduling Coordinator prior to the start of the season shall announce match locations.
- c. There will be a 10 minute grace period for the start of the match. If the referee cannot start the game because one team does not have seven properly dressed players, then that team shall forfeit the match. If both teams lack seven properly dressed players at the scheduled start of the match, then both teams shall forfeit the match.

5. Computation of Team Standings: see **Article II.E.**

6. Transfers: All transfers will conform to the Primary Season transfer requirements as set forth in **Article K.**

7. Registration of Players: see **Article II.F.**

8. Registration Procedures: see **Article II.G.**

9. Disciplinary Actions: see **Article II.I.**

B. CVSA Cup: The CVSA Cup shall be open to all teams registered with the CVSA. The championship trophy is known as the Arthur Ballner Trophy, in memory of one of the founders of the CVSA and pioneers of soccer in Central Virginia.

1. Laws of the Game: see **Article II.A.**

2. Financial Obligations

- a. Referees will be paid per match as contracted with the referee association.
- b. The CVSA may provide and pay for two linesmen for each match. They will be paid according to contacted scale.
- c. There will be no further fees for participating teams.

3. Uniforms & Equipment: see **Article II.C.**

4. The Season

- a. The season will begin sometime in late Fall. The Scheduling Coordinator will schedule one cup game every few weeks, so that the cup final will be played the weekend after the Primary Season ends. **Article II.D.3 & Article II.D.4** will apply. Generally there will be no other byes for any teams except if the amount of teams entering a given round is uneven. There will be a drawing after each round.
- c. The Scheduling Coordinator and the Cup Chair, before the start of the Cup Competition, will work out other details.

5. Other Regulations:

The Cups Chair will present any rules specific to Cup play in writing prior to the first match begins. This information will be located on the CVSA Website.

Whenever there are no specific rules outlined in this article, the applicable paragraph of **Article II** will apply.

D. CVSA Sponsored / Associated Tournaments and Events

1. Laws of the Game: Laws and regulations governing the said tournaments will be made available to member teams as the CVSA receives them.

2. Qualification: guidelines for participation in said tournaments are to be set forth by the state association or other associated governing body.

3. Other Rules: For the sake of league promotion and recognition, competition in said events will take precedence over league games.

IV. Amendment of the Bylaws

A. Amendments: Amendments to these Bylaws shall require approval by majority of the members of the CVSA Council.

B. Submission of Proposed Amendments: Proposed amendments shall first be submitted in writing to the CVSA Board. The Board shall study and present the proposed amendment to the CVSA Council for discussion and debate. Under no circumstances shall the proposed amendment be voted upon less than 30 days following presentation in its final form to the CVSA Council.

V. Limitation of Liability and Indemnification

5.1 Limitation on Liability. In any proceeding brought by or on behalf of CVSA, the damages assessed against a Board member, Council member or officer of CVSA, arising out of a single transaction, occurrence, or course of conduct shall not exceed one dollar, unless the Board member, Council member or officer of CVSA engaged in willful misconduct or a knowing violation of the criminal law. Under no circumstances shall the damages assessed against an Board member, Council member or officer of CVSA in any proceeding exceed the limit specified in the Virginia Nonstock Corporation Act ("Act").

5.2 Indemnification of Board Members, Officers and Others.

(a) Indemnification. CVSA shall indemnify an individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of CVSA), because he or she is or was a Board member, Council member or officer of CVSA, against liability incurred in the proceeding and against expenses incurred by him or her in connection therewith except such liabilities and expenses incurred because of his or her willful misconduct or knowing violation of the criminal law.

(b) Advance for Expenses. CVSA shall pay for or reimburse the reasonable expenses incurred by a Board member, Council member or officer of CVSA who is a party to a proceeding in advance of final disposition of the proceeding if:

(i) the person furnishes CVSA a written statement of his or her good faith belief that he or she has met the standard of conduct described in subsection 1 above;

(ii) the person furnishes CVSA a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct (which undertaking shall be an unlimited general obligation of the person but need not be secured and may be accepted without reference to financial ability to make repayment); and

(iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under Article 10 of the Act or subsection 1 hereof.

(c) Determination and Authorization of Indemnification. CVSA shall not indemnify a person under subsection (a) unless authorized in the specific case after a determination has been made that indemnification of the person is permissible in the circumstances because he or she has met the standard of conduct set forth in subsection (a). The determination shall be made:

(i) by the Board by a majority vote of a quorum consisting of Board members not at the time parties to the proceeding;

(ii) if such a quorum cannot be obtained, by majority vote of a committee duly designated by the Board (in which Board members who are parties may not participate in such designation), consisting of at least two or more Board members not at the time parties to the proceeding;

(iii) by special legal counsel selected by the Board or its committee in the manner prescribed in subsection (c)(i) or (c)(ii) above; or

(iv) if such a quorum of the Board cannot be obtained, such a committee cannot be designated and such special legal counsel cannot be selected, by a majority vote of the full Board, in which Board members who are parties may participate in such selection.

Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection (c)(iii) to select counsel.

If a majority of the members of the Board of CVSA have changed after the date of the alleged conduct giving rise to a claim for indemnification, the determination that indemnification is permissible and the authorization of indemnification and evaluation as to the reasonableness of expenses in a specific case shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board and such person.

5.3 Others. Unless limited by the CVSA Constitution, each employee or agent of CVSA shall be entitled to indemnification and advance expenses to the same extent as a Board member, Council member or officer of CVSA. CVSA may, to a lesser extent or to the same extent that CVSA is required to provide indemnification and make advances for expenses to its Board members, Council members or officers, provide indemnification and make advances and reimbursements for expenses to its agents, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of CVSA, and may contract in advance to do so. The determination that indemnification under this paragraph is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law.

5.4 Insurance. CVSA may purchase and maintain insurance on behalf of an individual who is or was a Board member, Council member, officer, employee or agent of CVSA, or who, while a Board member, Council member, officer, employee or agent of CVSA, is or was serving at the request of CVSA as a Board member, Council member, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Board member, Council member, officer, employee or agent, whether or not CVSA would have power to indemnify him or her against the same liability under Sections 5.2 and 5.3 of these bylaws.

5.5 Application. CVSA shall have power to make any further indemnity, including advance of expenses, to any Board member, Council member, officer, employee or agent that may be authorized by the CVSA Constitution or any bylaw or any resolution adopted, before or after the event, except an indemnity against his or her gross negligence or willful misconduct or knowing violation of the criminal law. Unless the CVSA Constitution or any such bylaw or resolution provide otherwise, any determination as to any further indemnity shall be made in accordance with Sections 5.2 and 5.3 of these bylaws. Each such indemnity may continue as to a person who has ceased to have the capacity referred to above and may inure to the benefit of the heirs, executors and administrators of such a person.

5.6 Limitation. Notwithstanding any other provision hereof, CVSA shall not indemnify or maintain insurance for indemnification if such acts would be considered self-dealing under Section 4941 of the Internal Revenue Code of 1986, as amended.