

**CHARTER CONSTITUTING the NORDIC DIVISION of the MIDWESTERN COLLEGIATE
SKI ASSOCIATION,**

**Ratified by the Collegiate Nordic Ski Clubs of the Midwest, the Representatives of the
Midwestern Collegiate Ski Association, and the Representatives of the United States Ski
and Snowboard Association**

I. ON THE AIMS AND SCOPE OF THIS CHARTER

The aims of this Charter are:

1. To establish the terms of operation and structure of the Midwestern Collegiate Ski Association, hereinafter referred to as the MCSA, and of the Nordic Division of the MCSA, hereinafter referred to as MCSA Nordic, under which the member Collegiate Nordic Ski Clubs institutionally based within the geographic scope of the Midwest (defined as the states of Illinois, Indiana, Iowa, Michigan, Minnesota, North Dakota, Ohio, South Dakota, and Wisconsin), hereinafter referred to as the Nordic Clubs, will act and compete
2. To define the obligations and responsibilities to which the Nordic Clubs, as members of the MCSA, will be mutually subject
3. To define the obligations and responsibilities to which officers and officials of the MCSA and United States Collegiate Ski & Snowboard Association, hereinafter referred to as the USCSA, will be subject in their support and supervision of the member Nordic Clubs
4. To affirm and maintain the right of the Nordic Clubs, as the voluntary and independent founders of MCSA Nordic, to govern MCSA Nordic
5. To expand upon the spirit and mandate created by the November 3rd Accords, as ratified by the Nordic Clubs of the Northern Division on November 3rd, 2019.

II. ON THE PREAMBULATORY DECLARATIONS OF THE NORDIC CLUBS

In ratifying this Charter, the Nordic Clubs:

1. Reaffirm that:
 - 1.1. The Nordic Clubs voluntarily and deliberately established MCSA Nordic with the sole and express purpose of supporting and advancing Club Collegiate Nordic Skiing in the Midwest. This Charter exists in exclusive service to this purpose
 - 1.2. The Nordic Clubs, in their formation and administration of MCSA Nordic and of the 2020-21 Midwest Collegiate Nordic League, hereinafter referred to as the MCNL, demonstrated their capacity to independently create and sustain Club Collegiate Nordic Skiing in the Midwest, and their incontrovertible right to govern Club Collegiate Nordic Skiing in the Midwest
 - 1.3. It is emphatically and exclusively the province of the Nordic Clubs to determine with which parties they make agreements and to which parties they owe obligations
 - 1.4. This Charter joins the Nordic Clubs in agreement and obligation only to one another, to the officers and officials of the MCSA, and to the USCSA, and no construction of this Charter shall assert the existence of any agreements or obligations not expressly defined herein

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2. Recognize that the MCSA and USCSA stand as the most advantageous bodies through which Club Collegiate Nordic Skiing in the Midwest may be promoted and supported
3. Recognize that the extension of financial or commercial concessions and privileges authorized or secured by the officers and officials of the MCSA or the USCSA to the Nordic Clubs remains the prerogative of the MCSA and USCSA, and understand that their receipt and exercise of these privileges depends upon their abiding by the terms of this Charter, and by the terms of future Resolutions and bylaws adopted under the authority of this Charter
4. Agree to communicate and cooperate, with due diligence and in good faith, with one another and with the officers and officials of the MCSA and USCSA in order to sustain and strengthen the structures established and expanded by this Charter.

III. ON REGISTRATION AND FINANCIAL OBLIGATIONS IN THE USCSA AND MCSA

1. To function as compliant members of the USCSA and MCSA, the Nordic Clubs and their selected individuals must fulfill the financial and registration obligations determined by the USCSA Competition and Rules Manual, in addition to any obligations imposed by the Midwestern Nordic Assembly under Article V, Section 4.5.

IV. ON THE ESTABLISHMENT AND MAINTAINENCE OF THE MIDWESTERN COLLEGIATE CUP

1. The regular season of MCSA Nordic shall include an annual cumulative series of competitions, hereinafter referred to as the Midwestern Collegiate Cup
2. The officers and officials of the MCSA shall be responsible for calculating individual, collective, and aggregate scores and standings for the Midwestern Collegiate Cup using the Mathie-Halvorson Scoring System, as defined by Appendix I, and for:
 - 2.1. Disseminating these scores and standings to the Nordic Clubs, and to any relevant outlets and platforms
 - 2.2. Recognizing the winners of the Midwestern Collegiate Cup as the Midwestern Collegiate Champions, and providing them with appropriate material and symbolic awards.

V. ON THE MIDWESTERN NORDIC ASSEMBLY

1. MCSA Nordic shall be governed by a congress of the Nordic Clubs, designated the Midwestern Nordic Assembly, hereinafter referred to as the Assembly
2. Those Nordic Clubs which are compliant members of the USCSA and MCSA, or which were compliant members of the USCSA and MCSA within three calendar months, shall be designated members of the Assembly, and may participate in all deliberations and decisions of the Assembly
 - 2.1. This designation shall be extended to those Nordic Clubs whose skiers competed in at least one competition sanctioned by the 2020-21 MCNL, until December 1st, 2021
 - 2.2. This designation may be revoked, for a particularized period of time and on account of particularized violations of this Charter or of Resolutions adopted under the authority of this Charter, by a Resolution of the Assembly
3. Any Nordic Club which is a member of the Assembly may:
 - 3.1. Request that the Assembly be brought into conference
 - 3.2. Designate deputies to participate in deliberations and discussions of the Assembly

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- 3.2.1. Each Nordic Club shall vest its delegation of deputies with the ability to initiate, negotiate, and act on the behalf and with the authority of all its component teams, irrespective of these teams' differentiation on the basis of gender, ability, or any other category
- 3.2.2. Each Nordic Club shall be afforded a single vote in each relevant procedural ballot and decision ballot, exercised by its delegation of deputies
- 3.3. Draft Resolutions for consideration by the Assembly
- 3.4. Vote on Resolutions, and on all other decisions and declarations, of the Assembly
4. The Assembly shall have the exclusive power to, by vote:
 - 4.1. Establish temporary or standing bylaws for MCSA Nordic, as introduced as Resolutions of the Assembly
 - 4.2. Set the competitive schedule of the Midwestern Collegiate Cup
 - 4.3. Designate the competition(s) which will serve as the MCSA Nordic Regional Championships, whose results will be used to qualify Nordic Teams for the USCSA National Championships
 - 4.4. Sanction events as stand-alone MCSA Nordic competitions whose results will not be scored in the Midwestern Collegiate Cup or used to qualify MCSA Nordic Teams for the USCSA National Championships
 - 4.5. Establish rules of racing and competition for MCSA Nordic skiers at the events designated under Article V, Sections 4.2 and 4.3
 - 4.6. Impose financial or registration obligations for MCSA Nordic membership beyond those determined by the USCSA Competition and Rules Manual
 - 4.7. Approve agreements of affiliation between MCSA Nordic and entities beyond the MCSA or USCSA
 - 4.8. Certify particularized Nordic Teams which would otherwise be designated Secondary Teams by the USCSA as full members of the MCSA and of the Assembly, and accordingly:
 - 4.8.1. Entitle such particularized Nordic Teams to full participation and commensurate material awards within the Midwestern Collegiate Cup and at the MCSA Nordic Regional Championships, and
 - 4.8.2. If such a particularized Nordic Team would, were it designated a First or Primary Team by the USCSA, qualify for the USCSA National Championships, leave a corresponding MCSA Nordic berth vacant and automatically recommend to the USCSA that the particularized Nordic Team be permitted to fill that berth at the USCSA National Championships
5. The Assembly may, through Resolutions of Deference, vacate any powers enumerated under Article V, Section 4 and vest them in particular individuals or groups for a specified duration, in order to ensure their effective exercise
6. The officers and officials of the MCSA must conference annually, at a date no later than November 15th, with the Assembly, to inform the Assembly of the state of the USCSA and the MCSA, to review Resolutions introduced to the Assembly, and consider the states of the Nordic Clubs as represented by their respective delegations and deputies
7. All Resolutions, and all relevant decisions and declarations, of the Assembly shall be made publicly available via the MCSA website, and disseminated to all Nordic Clubs which are members of the Assembly.

VI. ON THE MCSA NORDIC STUDENT REPRESENTATIVE

1. The MCSA, USCSA, and Assembly shall jointly recognize an individual, who is both compliant member of the MCSA and USCSA and a skier on a Nordic Club which is a member of the Assembly, as the MCSA Nordic Student Representative, referred to hereinafter as the Student Representative
2. The Student Representative shall:
 - 2.1. Serve as the President of the Assembly, responsible for summoning the Nordic Clubs to conferences of the Assembly, and with the exclusive power to:
 - 2.1.1. Present Resolutions to the Assembly for consideration, within and beyond conferences
 - 2.1.2. Determine the proceedings of the Assembly, and chair its deliberations
 - 2.1.3. Witness Resolutions as ratified by the Assembly
 - 2.1.4. Represent the Assembly to the MCSA, USCSA, and any relevant third parties
 - 2.1.5. Defer, by written agreement, the powers enumerated under Article VI, Section 2.1 and vest them in particular individuals or groups for a specified duration, in order to ensure their effective exercise
 - 2.2. Be elected, for a specified term, to their position by a particularized council of the members of the Assembly, designated the Elector Nordic Clubs
 - 2.2.1. The council of the Elector Nordic Clubs shall include the Nordic Clubs representing the University of Minnesota Twin Cities, the University of Minnesota Duluth, the University of Wisconsin Madison, Michigan Technological University, and the University of St. Thomas
 - 2.2.2. The council of the Elector Nordic Clubs shall have the exclusive power to, by 2/3 majority vote, amend Article VI, Section 2.2.1
 - 2.2.3. The council of the Elector Nordic Clubs may, by majority vote, recall the Student Representative before the expiration of the specified term for which they were elected
 - 2.3. Have the ability to, with the consent of the Elector Nordic Clubs as indicated by majority vote, designate their successor as Student Representative, and specify that designates' term, irrespective of the election provision of Article VI, Section 2.2.

VII. ON THE MCSA NORDIC COORDINATOR

1. Pursuant to the recognized structure of the MCSA, the MCSA Conference Coordinator shall appoint a MCSA Nordic Coordinator, hereinafter referred to as the Nordic Coordinator, to oversee and support MCSA Nordic
 - 1.1. In the event that the MCSA Conference Coordinator does not appoint a Nordic Coordinator, the powers and responsibilities enumerated by Article VII shall default to the MCSA Conference Coordinator
2. The Nordic Coordinator shall serve as:
 - 2.1. The limited agent of MCSA Nordic, with the power to:
 - 2.1.1. Summon the Nordic Clubs to conferences of the Assembly
 - 2.1.2. Enter into negotiations with third party organizations on behalf of MCSA Nordic
 - 2.1.3. Represent MCSA Nordic to the MCSA and USCSA
 - 2.1.4. Appoint and direct MCSA Nordic officers and officials
 - 2.2. The guarantor of the efficiency and efficacy of MCSA Nordic, responsible for:
 - 2.2.1. Enforcing this Charter, and Resolutions adopted under the authority of this Charter
 - 2.2.2. Censuring those MCSA Nordic Clubs who fail to comply with this Charter, Resolutions adopted under the authority of this Charter, and the bylaws of the USCSA

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- 2.2.3. Maintaining accurate records of Amendments to this Charter, and of Resolutions adopted under the authority of this Charter
- 2.2.4. Directing MCSA Nordic officers and officials in the exercise of their duties
- 2.2.5. Disseminating regular, relevant communications to the Nordic Clubs
- 2.2.6. Ensuring all Resolutions, and all relevant decisions and declarations, of the Assembly be made publicly available via the MCSA website, and disseminated to all Nordic Clubs which are members of the Assembly.

**VIII. ON THE RATIFICATION, ENDURANCE, AND PREEMINENCE OF THIS
CHARTER**

- 1. The provisions of this Charter will govern and obligate MCSA Nordic when:
 - 1.1. has been ratified by a majority vote of the Nordic Clubs to which it has been presented before July 5th, 2021
 - 1.2. This Charter has been approved and accepted by the relevant officers and officials of the MCSA and USCSA
- 2. This Charter may be terminated or modified only by Amendments ratified by a 2/3 majority vote of the Assembly
- 3. This Charter shall not nullify or supersede appointments made before its ratification
- 4. This Charter shall be made publicly available via the MCSA website, and disseminated to all Nordic Clubs which are members of the Assembly.

RATIFIED ON THIS DATE: June 28th, 2021

In Favor:

The University of Minnesota, Twin Cities

The University of Wisconsin, Madison

Michigan Technological University

The University of Minnesota, Duluth

The University of St. Thomas

Against:

None

Abstentions:

None

APPENDIX I: The Mathie-Halvorson Scoring System

1. In which the attached Master Table shall be used when the field size of a race numbers 30 or more,
2. In which the winner of any race shall receive 50 points,
3. In which the lowest possible number of points for any race finisher will be 1,
4. In which finishers behind the winner shall receive descending values of points, according to the following system:
 - Let n_x = a given finishing position
 - Let F = field size
 - Let P = points awarded to a given finishing position n_x
 - Let M = the attached Master Table
 - Let $[P(n_{x-1}(M)) - P(n_x(M))]$ = the Point difference represented in column C of Master Table

$$P(n_x) = P(n_{x-1}) - (30/F \times [P(n_{x-1}(M)) - P(n_x(M))])$$

5. In which the five greatest point values won by skiers on each Nordic Team will be aggregated to determine the Team Score of that Nordic Team,
6. In which, at an event with two simultaneous disciplines of racing, each discipline shall be considered a separate race, and its finishers shall receive separate point values, and five greatest point values from either, or both disciplines, will be aggregated to determine the standings of the Nordic Teams in the overall event.

Master Table M

	A	B	C
1			
2	Position	30 or more	Point difference
3	1	50	
4	2	46	4
5	3	43	3
6	4	40	3
7	5	37	3
8	6	34	3
9	7	32	2
10	8	30	2
11	9	28	2
12	10	26	2
13	11	24	2
14	12	22	2
15	13	20	2
16	14	18	2
17	15	16	2
18	16	15	1
19	17	14	1
20	18	13	1
21	19	12	1
22	20	11	1
23	21	10	1
24	22	9	1
25	23	8	1
26	24	7	1
27	25	6	1
28	26	5	1
29	27	4	1
30	28	3	1
31	29	2	1
32	30	1	1