

# **CONSTITUTION**

OF THE

## **Midwest Fencing Conference**



**Updated January 2025**

## TABLE OF CONTENTS

<b>PREAMBLE.....</b>	<b>4</b>
<b>ARTICLE 1 – NAME, PURPOSES, AND FUNDAMENTAL POLICY.....</b>	<b>5</b>
1.1 NAME (Adopted January 20, 2025).....	5
1.2 PURPOSES (Adopted January 20, 2025).....	5
1.3 FUNDAMENTAL POLICIES (Adopted January 20, 2025).....	5
1.4 PRINCIPLES OF CONDUCT (Adopted January 20, 2025).....	5
<b>ARTICLE 2 – MEMBERSHIP.....</b>	<b>8</b>
2.1 ELIGIBILITY (Adopted January 20, 2025).....	8
2.2 CLASSES OF MEMBERSHIP (Adopted January 20, 2025).....	8
2.3 DUES (Adopted January 20, 2025).....	9
<b>ARTICLE 3 – ORGANIZATION.....</b>	<b>10</b>
3.1 THE GOVERNING BOARD (Adopted January 20, 2025).....	10
3.2 REMOVAL OF OFFICERS (Adopted January 20, 2025).....	11
3.3 MEETINGS OF MEMBERS (Adopted January 20, 2025).....	11
3.4 DUTIES AND RESPONSIBILITIES OF THE BOARD (Adopted January 20, 2025)....	11
3.5 DUTIES AND RESPONSIBILITIES OF THE PRESIDENT (Adopted January 20, 2025)	12
3.6 DUTIES AND RESPONSIBILITIES OF THE VICE PRESIDENT.....	12
3.7 DUTIES AND RESPONSIBILITIES OF THE SECRETARY (Adopted January 20, 2025).....	13
3.8 DUTIES AND RESPONSIBILITIES OF THE TREASURER (Adopted January 20, 2025).....	13
3.9 DUTIES AND RESPONSIBILITIES OF THE MEMBERS AT LARGE (Adopted January 20, 2025).....	13
<b>ARTICLE 4 – RULES OF ELIGIBILITY.....</b>	<b>14</b>
4.1 CONFERENCE ELIGIBILITY (Adopted January 20, 2025).....	14
4.2 POST-SEASON ELIGIBILITY (Adopted January 20, 2025).....	14
<b>ARTICLE 5 – CODE OF CONDUCT.....</b>	<b>15</b>
5.1 GENERAL PRINCIPLE (Adopted January 20, 2025).....	15
5.2 DISCIPLINARY ACTION AND PENALTIES (Adopted January 20, 2025).....	15
5.3 DISCIPLINARY ACTION AND PENALTIES -- INSTITUTIONS (Adopted January 20, 2025).....	18
5.4 PROCEDURE (Adopted January 20, 2025).....	20
<b>ARTICLE 6 – AMENDMENT.....</b>	<b>23</b>
6.1 PROCESS (Adopted January 20, 2025).....	23
6.2 RATIFICATION (Adopted January 20, 2025).....	23

<b>ARTICLE 7 – RATIFICATION.....</b>	<b>24</b>
7.1 EFFECTIVE DATE OF THE CONFERENCE (Adopted January 20, 2025).....	24
7.2 RATIFICATION (Adopted January 20, 2025).....	24
7.3 NOTIFICATION OF RATIFICATION (Adopted January 20, 2025).....	24
<b>AGREEMENT A – SCHEDULING (Adopted January 20, 2025).....</b>	<b>25</b>
A.0 STATEMENT OF PRINCIPLES (Adopted January 20, 2025).....	25
A.1 GENERAL PRINCIPLES OF SCHEDULING (Adopted January 20, 2025).....	25
A.2 MULTIPLE DUAL MEETS (Adopted January 20, 2025).....	25
A.3 NON-CONFERENCE COMPETITION (Adopted January 20, 2025).....	25
A.4 CREATION OF THE SCHEDULE (Adopted January 20, 2025).....	26
A.5 MFC TEAM AND INDIVIDUAL CHAMPIONSHIPS (Adopted January 20, 2025)....	26
<b>AGREEMENT B – STAGING AND CONDUCT OF DUAL MEETS (Adopted January 20, 2025).....</b>	<b>27</b>
B.1 FORMAT AND CONDUCT (Adopted January 20, 2025).....	27
B.2 MATCH FORFEITS (Adopted January 20, 2025).....	28
B.3 COMBINED TEAMS (Adopted January 20, 2025).....	29
B.4 DUTIES OF THE HOST INSTITUTION (Adopted January 20, 2025).....	29
B.5 DUTIES OF A VISITING INSTITUTION (Adopted January 20, 2025).....	29
B.6 FEES (Adopted January 20, 2025).....	30
B.7 COACHING (Adopted January 20, 2025).....	30
B.8 TIME-OUTS (Adopted January 20, 2025).....	30
B.9 SUBSTITUTIONS (Adopted January 20, 2025).....	30
B.10 BOUTS FENCED OUT OF ORDER (Adopted January 20, 2025).....	30
B.11 MATCHES INVOLVING A WEAPON SQUAD WITH ONLY ONE COMPETITOR (Adopted January 20, 2025).....	30
B.12 CONTRACTS FOR DUAL MEETS – FORM AND TRANSMITTAL (Adopted January 20, 2025).....	31
B.13 CLAUSE FOR TRANS/NON-BINARY STUDENTS (Adopted January 20, 2025).....	31
B.14 GHOST FENCERS FOR DUALS MEETS (Adopted January 20, 2025).....	31
<b>AGREEMENT C – CONFERENCE CHAMPIONSHIPS (Adopted January 20, 2025).....</b>	<b>32</b>
C.1 GENERAL PRINCIPLES (Adopted January 20, 2025).....	32
C.2 ELIGIBILITY (Adopted January 20, 2025).....	32
C.3 SEEDING INFORMATION (Adopted January 20, 2025).....	33
C.4 TEAM ENTRIES FOR WEAPON SQUAD COMPETITIONS AND INDIVIDUAL CHAMPIONSHIPS (Adopted January 20, 2025).....	33
C.5 CHAMPIONSHIP EVENTS (Adopted January 20, 2025).....	34
C.6 CHAMPIONSHIP POINTS (Adopted January 20, 2025).....	37
C.7 INDIVIDUAL CHAMPIONSHIPS (Adopted January 20, 2025).....	38

C.8 SEEDING FOR INDIVIDUAL EVENTS (Adopted January 20, 2025).....	38
C.9 FORMAT OF INDIVIDUAL EVENTS (Adopted January 20, 2025).....	38
C.10 TIME-OUTS (Adopted January 20, 2025).....	38
C.11 FEES (Adopted January 20, 2025).....	39
C.12 DUTIES OF THE HOST INSTITUTION (Adopted January 20, 2025).....	39
C.13 DUTIES OF THE BOARD (Adopted January 20, 2025).....	39
C.14 DUTIES OF THE VISITING INSTITUTIONS (Adopted September 5, 2010).....	39
<b>AGREEMENT D – FEES (Adopted January 20, 2025).....</b>	<b>41</b>
D.1 ENTRY FEES (Adopted January 20, 2025).....	41
D.2 OFFICIALS FEES (Adopted January 20, 2025).....	41
<b>AGREEMENT E – AWARDS (Adopted September 13, 1998, amended August 27, 2000)..</b>	<b>42</b>
E.1 GENERAL PRINCIPLE (Adopted January 20, 2025).....	42
E.2 VOTING PROCEDURES (Adopted January 20, 2025).....	42
E.3 AWARDS (Adopted January 20, 2025).....	42
<b>RIDER 1 – STANDARD FENCING DUAL MEET CONTRACT.....</b>	<b>44</b>
<b>RIDER 2 – SUMMATION OF ELIGIBILITY.....</b>	<b>45</b>
<b>RIDER 3 – MFC FENCING MEET PROCEDURES.....</b>	<b>47</b>

## **CONSTITUTION OF THE MIDWEST FENCING CONFERENCE**

### **PREAMBLE**

In order to better promote the sport of fencing among collegiate club teams, the Midwest Fencing Conference serves to organize, regulate, and promote collegiate fencing competition in the Midwest. Our core values are sportsmanship, mutual respect, inclusivity and equity. We stand for fencers of all backgrounds and their ability to participate and compete within the Midwest Fencing Conference. Our mission is to provide quality opportunities for fencing development, education, and competition for all students at member institutions.

## **ARTICLE 1 – NAME, PURPOSES, AND FUNDAMENTAL POLICY**

### **1.1 NAME (Adopted January 20, 2025)**

The name of this organization shall be “The Midwest Fencing Conference” (Conference).

### **1.2 PURPOSES (Adopted January 20, 2025)**

The purposes of the Conference are:

- a. to control and regulate intercollegiate club fencing in the Midwest;
- b. to schedule and govern the operation of club dual meets in the Midwest;
- c. to schedule and operate the Conference Championship;
- d. to support the establishment and growth of new intercollegiate club programs and to maintain existing programs;
- e. to establish harmonious relationships among member programs and non-member programs.

### **1.3 FUNDAMENTAL POLICIES (Adopted January 20, 2025)**

The Conference is governed by elected members chosen from member institutions, who together comprise the Governing Board (Board). The ultimate authority of the Conference resides in the Board.

It shall be the responsibility of each member institution to adhere to, and enforce this Constitution, and all rules and bylaws enacted pursuant to it.

### **1.4 PRINCIPLES OF CONDUCT (Adopted January 20, 2025)**

#### **1.4.1 THE PRINCIPLE OF INSTITUTIONAL CONTROL AND RESPONSIBILITY**

##### **1.4.1.1 RESPONSIBILITY FOR CONTROL**

It is the responsibility of each member institution to control its fencing program in compliance with the rules and regulations of the Conference.

##### **1.4.1.2 SCOPE OF RESPONSIBILITY**

The institution’s responsibility for the conduct of its fencing program includes responsibility for the actions of its staff members and for the actions of any other individual or organization engaged in promoting the athletics interests of the institution.

It is the responsibility of each member institution to establish and maintain an environment that fosters a positive relationship between the student-athlete and coach. Each member institution ensures that coaches exhibit fairness, openness, and honesty in their relationships with student-athletes.

### **1.4.3 THE PRINCIPLE OF GENDER EQUITY**

The activities of the Conference, and its member institutions, should be conducted in a manner free of gender bias.

### **1.4.4 THE PRINCIPLE OF SPORTSMANSHIP AND ETHICAL CONDUCT**

For intercollegiate club athletics to promote the character development of participants, to enhance the integrity of higher education, and to promote civility in society, student-athletes, coaches, and all others associated with these athletic programs and events should adhere to such fundamental values as respect, fairness, civility, honesty, and responsibility. These values should be manifest not only in athletics participation, but also in the broad spectrum of activities affecting the athletics program. It is the responsibility of each member institution to:

- a. Establish individual policies for sportsmanship and ethical conduct in intercollegiate competition consistent with the educational mission and goals of the institution; and
- b. Educate, on a continuing basis, all constituencies about the above mentioned policies;

In so doing, intercollegiate fencing, the member institutions, and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

### **1.4.5 THE PRINCIPLE OF NONDISCRIMINATION**

The Conference shall promote an atmosphere of respect for and sensitivity to the dignity of every person. It is the policy of the Conference to refrain from discrimination with respect to its activities on the basis of age, color, disability, gender, national origin, race, religion, creed, or sexual orientation. It is the responsibility of each member institution to determine independently its own policy regarding nondiscrimination.

### **1.4.6 THE PRINCIPLE OF RULES COMPLIANCE**

#### **1.4.6.1 RESPONSIBILITY OF INSTITUTION**

Each member institution shall comply with all applicable Conference Rules, Regulations, and Agreements. It shall monitor its compliance, and report to the Conference instances where compliance has not been achieved. In any such instance, the member institution shall cooperate

fully with the Conference and shall take appropriate corrective actions. Members of a member institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the Conference's Rules, Regulations, and Agreements, and the member institution shall be responsible for such compliance.

#### **1.4.6.2 RESPONSIBILITY OF CONFERENCE**

The Conference shall assist its member institutions in its efforts to achieve full compliance with all Rules, Regulations, and Agreements, and shall afford its members, their staffs, and their student-athletes fair procedures in the consideration of an identified or alleged failure in compliance.

#### **1.4.6.3 PENALTY FOR NONCOMPLIANCE**

A member institution found to have violated the Conference's Rules, Regulations, or Agreements shall be subject to disciplinary and corrective actions as may be determined by the Conference.



## **ARTICLE 2 – MEMBERSHIP**

### **2.1 ELIGIBILITY (Adopted January 20, 2025)**

All colleges and universities in the Midwest Region who sponsor a club intercollegiate fencing team are eligible for membership in the Conference. Colleges and universities outside of the Midwest Region who sponsor a club intercollegiate fencing team may also become members of the Conference, provided that they are geographically adjacent to the Midwest Region and provided that their participation in Conference competition is not unduly burdensome to the institution in question. The creation of a singular MFC Conference Member that is comprised of more than one institution is allowed, provided a two-thirds (2/3) majority vote of the Conference Members is obtained.

### **2.2 CLASSES OF MEMBERSHIP (Adopted January 20, 2025)**

There are three classes of membership: “Active”, “Inactive”, and “Probationary.”

#### **2.2.1 ACTIVE MEMBERSHIP (Adopted January 20, 2025)**

An Active Member of the Conference is an institution that participates in the agreed membership requirements of the Conference as follows:

1. Active members are required to pay season dues. The annual amount is set forth in section 2.3.
2. Active members are encouraged to host at least one meet per season. The hosting requirement can be fulfilled by hosting a dual meet, a USFA sanctioned tournament, or some other form of tournament, such as a scrimmage. The events must be open to members of the conference to count towards the hosting requirement.
3. Active members are required to participate in dual-style meets against four other member institutions in the conference. A member institution may petition to the board if this requirement is not met.

Active Members have the right to serve as host for Conference competitions, including the Conference Championship.

For a member to be elevated to Active status, a two-thirds (2/3) majority vote of the Conference Members is required.

#### **2.2.2 INACTIVE MEMBERSHIP (Adopted January 20, 2025)**

If a member fails to satisfy the agreed dual-meet requirements of the Conference, they may be reduced to Inactive Status by the Board. Clubs have a right to appeal to the board for reconsideration of their membership status.

Inactive members may participate in conference discussions, but shall have no vote. Inactive members may vote on proposed amendments to the Constitution. An

inactive member still retains the right to participate in Conference dual meets.

A member may be reinstated to Active Status at any meeting of the Board and/or at the Board's discretion.

An Inactive Member who does not pay dues and/or does not participate in Conference competition is subject to dismissal from the Conference by majority vote of the Board. Such dismissal does not permanently bar the institution from reapplying for membership in the Conference.

#### **2.2.4 WITHDRAWAL FROM CONFERENCE (Adopted January 20, 2025)**

A member may withdraw from the Conference upon notification of the Board. Such a member must pay any outstanding dues and fees.

#### **2.3 DUES (Adopted January 20, 2025)**

Funds to pay budget expenditures for the support of Conference Championships, Conference Awards, and other expenditures to promote the general purposes of the Conference (including, but not limited to, the staging of coaching clinics, the upkeep of [bouts.app](#), the hiring of officials for Conference competition, etc.) shall be met by membership dues, with any balance from Conference reserve. Dues shall be payable by December 1 of each year.

Each institution shall be assessed dues at a fee of \$300 per year. This is subject to change as deemed necessary by the Board for the function of the conference. Advance notice of change in fee should be given to member institutions by the Spring General Body meeting for implementation of the change in the fall. Dues shall be made payable to the "Midwest Fencing Conference."

## **ARTICLE 3 – ORGANIZATION**

### **3.1 THE GOVERNING BOARD (Adopted January 20, 2025)**

The Conference shall be governed by its Governing Board (Board).

#### **3.1.1 COMPOSITION OF THE BOARD**

The Board shall consist of elected representatives with a current or recent (5 years since active affiliation) affiliation with member institutions. The Board member may be a Coach or a Member of the Club. Other persons from the member institutions may attend Board meetings and participate in discussion with prior notification and approval by the Board.

##### **3.1.1.1 MEMBERS**

Each member institution has the right to nominate any Coach or individual member of the Conference to a Board position. Each member school has the right to vote for each position of the Board, with one vote per school per position. Elections are held at the end of each season.

Except as otherwise provided by the Constitution, decisions made at General Body meetings shall be by majority vote of those members present. If the vote on a motion results in a tie, the motion is deemed to be defeated. *Robert's Rules of Order* will govern the proceedings of General Body meetings. The Board requires a quorum to enact its decisions. The quorum shall consist of one-half (½) of all eligible members.

#### **3.1.2 PRESIDENT**

The conference shall elect its President. The President's term shall be one (1) year. The President may serve for an unlimited number of terms.

#### **3.1.3 VICE PRESIDENT**

The conference shall elect its Vice President. The Vice President's term shall be one (1) year. The Vice President may serve for an unlimited number of terms.

#### **3.1.4 SECRETARY**

The conference shall elect its Secretary. The Secretary's term shall be one (1) year. The Secretary may serve for an unlimited number of terms.

#### **3.1.5 TREASURER**

The conference shall elect its Treasurer. The Treasurer's term shall be three (3) years. The Treasurer may serve for an unlimited number of terms.

#### **3.1.6 MEMBER(S) AT LARGE**

The conference shall elect its Members at Large. The Members' at Large terms shall be one (1) year. The Members at Large may serve for an unlimited number of

terms. Multiple Members at Large may be elected, the number of which can be determined each election cycle by the current Board. There should be at least two (2) Member at Large positions available for eligible candidates each election cycle.

### **3.2 REMOVAL OF OFFICERS (Adopted January 20, 2025)**

The Board has the authority to remove the President, Vice President, Secretary, Treasurer, or Member at Large (also known as “Officers”) if appropriate and necessary to maintain the integrity of the Conference.

#### **3.2.1 CONDUCT OF REMOVAL PROCEEDINGS (Adopted January 20, 2025)**

Removal Proceedings must occur at a meeting of the full Board. If the President is the subject of Removal proceedings, the Vice President shall act as Chair of the Board during the Removal Proceedings. Removal of any Officer shall only be by two-thirds (2/3) vote of the full Board. Each member of the Board shall have one vote. The subject of Removal Proceedings is entitled to due process; that is, notice that the proceedings have been initiated, and a full opportunity to present evidence on their behalf.

#### **3.2.2 FILLING OF VACANCIES UPON REMOVAL (Adopted January 20, 2025)**

Upon removal of any Officer, the Conference Members shall elect a successor, who will serve out the remainder of the removed Officer’s term. At that time, the Board may determine if the removed person is eligible to serve as an officer in the future.

### **3.3 MEETINGS OF MEMBERS (Adopted January 20, 2025)**

The Conference shall conduct a General Body meeting in autumn with all Conference Members in attendance. The Board shall conduct General Body meetings during the active season as necessary for conference governance.

### **3.4 DUTIES AND RESPONSIBILITIES OF THE BOARD (Adopted January 20, 2025)**

#### **3.4.1 The Board shall be responsible for the following:**

##### **3.4.1.1 ENFORCEMENT OF RULES (Adopted January 20, 2025)**

The Board shall enforce the Conference’s rules, agreements, appendices, and bylaws.

##### **3.4.1.2 SCHEDULE (Adopted January 20, 2025)**

The Board shall be responsible for creating the Conference dual-meet schedules as well as determining the sites of the Conference Championships.

##### **3.4.1.3 OTHER DUTIES (Adopted January 20, 2025)**

The Board shall have the power to perform any tasks necessary and proper to promote and advance the goals and principles of the Conference. The Board shall be responsible for planning and executing the Conference

Championships.

### **3.5 DUTIES AND RESPONSIBILITIES OF THE PRESIDENT (Adopted January 20, 2025)**

**3.5.1** The President shall be responsible for the following:

#### **3.5.1.1 PRESIDENT OF BOARD (Adopted January 20, 2025)**

The President shall serve as presiding officer of the meetings of the Board.

#### **3.5.1.2 CONFERENCE REPRESENTATIVE (Adopted January 20, 2025)**

The President shall serve as the representative of the Conference with outside parties, including other Conferences, institutions, or fencing groups.

#### **3.5.1.3 INTERPRETATION OF RULES (Adopted January 20, 2025)**

The President shall interpret the rules of the Conference in cases of dispute. The President's interpretations may be appealed to the Conference Members. A two-thirds (2/3) vote of the Conference Members is required to overturn an interpretation of the President.

### **3.6 DUTIES AND RESPONSIBILITIES OF THE VICE PRESIDENT (Adopted January 20, 2025)**

**3.6.1** The Vice President is responsible for the following:

#### **3.6.1.1 ACTING PRESIDENT (Adopted January 20, 2025)**

The Vice President shall act as President of the Board in the event that the President is unable to be present for a meeting. In the event that the office of President is vacated, the Vice President shall serve as acting President until such time as the Conference elects a new President.

#### **3.6.1.2 PRESIDENT OF BOARD DURING REMOVAL PROCEEDINGS (Adopted January 20, 2025)**

In the event that the President is the subject of Removal proceedings, the Vice President shall serve as President of the Board during such proceedings. If the President is removed, the Vice President shall become Acting President of the Conference until such time as the conference elects a person to serve out the remainder of the President's term of office. The Vice President shall be eligible to be elected President at this time.

### **3.7 DUTIES AND RESPONSIBILITIES OF THE SECRETARY (Adopted January 20, 2025)**

**3.7.1** The Secretary shall be responsible for the following:

#### **3.7.1.1 MEETING MINUTES (Adopted January 20, 2025)**

The Secretary shall keep the minutes of each meeting of the Board. The Secretary shall also be responsible for archiving the records of the Conference and making them available to all interested persons.

#### **3.7.1.2 CONTACT INFORMATION (Adopted January 20, 2025)**

For purposes of communication, each member institution must submit a document including Members' names and email addresses. The Secretary shall distribute this list to all member institutions and any other interested parties.

#### **3.7.1.3 SCHEDULE (Adopted January 20, 2025)**

The Secretary shall maintain a Master Schedule of the Conference and issue it and/or make it available in an alternative fashion to the Member Institutions and Board.

### **3.8 DUTIES AND RESPONSIBILITIES OF THE TREASURER (Adopted January 20, 2025)**

**3.8.1** The Treasurer shall be responsible for the following:

#### **3.8.1.1 ASSESSMENTS AND OTHER FUNDS (Adopted January 20, 2025)**

The Treasurer shall operate a bank account in which to keep the assessments and other funds of the Conference. The Treasurer and the President are the only persons authorized to issue checks drawn on the Conference's account. The Treasurer shall prepare a regular report on the operation of the bank account, and distribute it to the member institutions. In lieu of preparing a separate report, the Treasurer may discharge this responsibility by distributing the relevant financial institution's regular statement of the account to the member institutions.

### **3.9 DUTIES AND RESPONSIBILITIES OF THE MEMBERS AT LARGE (Adopted January 20, 2025)**

**3.9.1** The Members at Large shall be responsible for assisting all other members of the board with their duties. These include running the conference and planning championships.

## **ARTICLE 4 – RULES OF ELIGIBILITY**

### **4.1 CONFERENCE ELIGIBILITY (Adopted January 20, 2025)**

Eligibility for Conference competition is as follows:

For club teams, all student-athletes who are enrolled full-time at the school and are eligible to participate in club activities as defined by the relevant school are eligible to compete in Conference competition. Part-time students, students enrolled at branch institutions, and auditing students are not eligible for Conference Competition. A student-athlete who is in their final semester or quarter of their degree program, as defined by their institution, may be enrolled in less than a full-time program of studies, provided that they are carrying (for credit) sufficient courses necessary to complete their degree requirement. Faculty and staff members are ineligible to compete in Conference competition.

### **4.2 POST-SEASON ELIGIBILITY (Adopted January 20, 2025)**

An institution must have competed against 4 of their fellow Conference institutions for its student athletes to be eligible for Conference post-season Competition.

#### **4.2.1.1 INSTITUTIONAL EXCEPTION (Adopted January 20, 2025)**

If a member institution or individual student-athlete is unable to meet the requirements of this section due to exigent circumstances, the institution must file a timely statement of the precise nature of the exigency that prevented them from complying with the Conference Board, for approval. If the Board deems that the circumstances were severe enough for the institution to justify relaxing the requirements of this section, they will notify the member institution of the relaxation of the requirement.

#### **4.2.1.2 MEDICAL EXCEPTION (Adopted January 20, 2025)**

A student-athlete, through their institution, may petition to compete in post-season competition pursuant to a medical exception. This applies only to student-athletes who were unable to participate in the required number of dual meets due to injury or illness. The Board shall rule on such petitions.

## **ARTICLE 5 – CODE OF CONDUCT**

### **5.1 GENERAL PRINCIPLE (Adopted January 20, 2025)**

It shall be the responsibility of each member institution to ensure that its student-athletes, and all persons employed by or directly associated with it, conduct themselves in a sporting manner when representing their institution, especially during intercollegiate competitions.

### **5.2 DISCIPLINARY ACTION AND PENALTIES (Adopted January 20, 2025)**

#### **5.2.1 GENERAL PRINCIPLES (Adopted January 20, 2025)**

Generally, the rules and regulations of USA Fencing will be followed in Conference competition. In addition, unsporting conduct shall subject the individual to disciplinary action by the Conference. The President of the Board, or their designee in case of conflict of interest, shall act as the trier of fact in disciplinary proceedings. A finding of a violation of USA Fencing or Conference rules shall subject the individual to the penalties spelled out herein.

Notwithstanding any of the penalties described herein, the President, upon finding of mitigating factors, has the authority to impose any penalty that is consistent with the finding of the mitigating factors.

The subject of disciplinary proceedings is entitled to due process; that is, notice that the proceedings have been initiated, and a full opportunity to present evidence on their behalf.

#### **5.2.1.1 BLACK CARD OR EXPULSIONS (Adopted January 20, 2025)**

Any individual who receives a Black Card, or is expelled from a competition or strip as defined by USA Fencing rules, shall have their case automatically reviewed by the Board or their designee in case of a conflict of interest.

#### **5.2.1.2 STRIKING OR ATTEMPTING TO STRIKE PARTICIPANTS (Adopted January 20, 2025)**

Any person found guilty of striking or physically assaulting or abusing an official, coach, spectator, or student-athlete, or attempting to strike or physically assault same, shall be subject to the following penalties:

- a. For the first offense, a public reprimand and suspension from Conference competition for up to 100% of remaining scheduled Conference competition, as deemed appropriate. Reports of this action shall be reported to the appropriate member institution. A record of this action shall be kept by the Secretary in the Conference Archives.
- b. For repeat offenses a public reprimand and suspension from such number of additional Conference competitions as deemed appropriate should be given. Reports of this action shall be reported



to the appropriate member institution. A record of this action shall be kept by the Secretary in the Conference Archives.

#### **5.2.1.3 OBSCENE LANGUAGE OR GESTURES (Adopted January 20, 2025)**

Any person found guilty of using obscene gestures, or profane or unduly provocative language or actions toward an official, coach, spectator, or student-athlete shall be subject to the following penalties:

- a. For the first offense, a public reprimand. Reports of this action shall be reported to the appropriate member institution. A record of this action shall be kept by the Secretary in the Conference Archives.
- b. For repeat offenses, a public reprimand and suspension for as many subsequent Conference competitions as deemed appropriate. Reports of this action shall be reported to the appropriate member institution. A record of this action shall be kept by the Secretary in the Conference Archives.

**5.2.2 SUSPENDED PERSONS (Adopted January 20, 2025)** A person under suspension shall not participate, and shall not be present at the competition venue, during the period of suspension. They may participate in practice and other non-competition team functions during the period of suspension.

An institution shall not provide any expenses to any person under suspension for any activity other than practice or non-competition team functions.

#### **5.2.3 CARRY-OVER TO SUBSEQUENT SEASON (Adopted January 20, 2025)**

When a penalty is imposed at or near the end of a season of competition, the penalty may be carried over into the subsequent period of competition as deemed appropriate by the Board.

#### **5.2.4 PROCEDURE (Adopted January 20, 2025)**

The following procedures shall apply to acts of unsporting conduct as defined in this Article:

- a. The host of any competition where an act of unsporting conduct or a Black Card or expulsion occurs must notify the Board within three (3) days of its occurrence. They must also submit a **report** detailing the circumstances of the incident, as well as any supporting evidence available, such as official's reports. This complaint shall become part of the Conference Archives.
- b. Within seventy-two (72) hours of the Board receiving such a report, the Board shall notify the member institution in question of the **complaint**. A copy of the notification and complaint shall be delivered to the member institution.
- c. Within three (3) business days of receiving the complaint, the member institution of the person in question shall submit a **response** to the Board. Such response shall include all information available to the member institution on

the institution's behalf. A copy of the response shall become part of the Conference Archives. Failure to submit a response shall constitute a waiver of this right. The time period for the response may be extended by the Board on good cause shown.

- d. Within three (3) business days of receiving the response, the Board shall transmit a **decision** to the member institution. The decision shall include a brief statement of the findings of fact, the ruling, any penalty and remedial action imposed by the Board and the reasons for any penalty and remedial action imposed. The decision shall include any and all aggravating and mitigating factors relied on by the Board. A copy of the decision shall become part of the Conference Archives. Copies of the decision shall be sent to the Director of Athletics or Club Sport Office of the member institution in question.
- e. The decision of the Board shall become effective three (3) days after its transmission in the case of an email or five (5) days after it is sent by regular United States Mail. This decision shall be stayed upon receipt of a timely appeal and during the pendency of such appeal.
- f. A suspended person, and/or the relevant member institution, has the right to petition to **appeal** the decision of the Board. The grounds for appeal include, but are not limited to, a contention that the findings of fact are incorrect; that USA Fencing's or the Conference's rules have been misinterpreted; and that the penalty or remedial action is excessive. Such appeals must be "timely." A timely appeal must be in writing and filed within three (3) business days of the date of transmission or sending of the decision. A timely notice of appeal may be filed by electronic-mail. Once a timely appeal has been filed, copies of the complaint, response, decision, and appeal (collectively known as the "record") shall be sent to all members of the Board. The time period for filing a timely appeal may be extended by the Board on good cause shown.
- g. If a majority of the members of the Board agree with the member institution's appeal, the decision may be reviewed and overturned. The Board shall render a **opinion** and transmit it to the person in question, their member institution, and their Director of Athletics or Club Sport Office within five (5) business days of the close of the review. The decision of the Board is final, and not subject to appeal. If the opinion of the Board is affirmed or modified such that penalties or remedial actions remain, such penalties and/or remedial actions shall go into effect within three (3) days of their transmission by email. A copy of the Board's opinion shall be made a part of the Conference's Archives.
- h. No public announcement or dissemination of any decision resulting in penalty or remedial action shall be made by either the Conference, its officials, any member institution or any person associated with a member institution, until the person or member institution fails to file a timely appeal or until the Board renders its opinion in the matter. A violation of this principle of confidentiality shall subject the offender to disciplinary action by the Board.

These procedures shall also be followed in the case of any other disciplinary action

that is initiated, irrespective of the penalty imposed.

### **5.3 DISCIPLINARY ACTION AND PENALTIES -- INSTITUTIONS (Adopted January 20, 2025)**

#### **5.3.1 GENERAL PRINCIPLES**

The rules and regulations of USA Fencing will be followed in Conference competition. In addition, member institutions shall follow the Code of Conduct adopted by Agreement of the Conference. Violation of any of these shall subject the member institution to disciplinary action by the Conference. The Board shall act as the trier of fact in disciplinary proceedings. A finding of a violation of USA Fencing or Conference rules shall subject the institution to the penalties spelled out herein.

Notwithstanding any of the penalties described herein, the Board, upon finding of mitigating factors, has the authority to impose any penalty that is consistent with the finding of the mitigating factors.

The subject of disciplinary proceedings is entitled to due process; that is, notice that the proceedings have been initiated, and a full opportunity to present evidence on their behalf.

#### **5.3.2 DEFINITIONS**

##### **5.3.2.1 Secondary Violation**

A secondary violation is a violation that is isolated or inadvertent in nature, provides or is intended to provide only a minimal advantage. Multiple secondary violations by a member institution may collectively be considered as a major violation.

##### **5.3.2.2 Major Violation**

A major violation is any violation that is not a secondary violation, specifically those violations that provide an extensive or decisive recruiting or competitive advantage, or violations specifically designated as “major” in the Code of Conduct.

##### **5.3.2.3 Presumptive Penalty**

A presumptive penalty is a penalty that must be imposed, regardless of mitigating factors that may exist in a case.

#### **5.3.3 PENALTIES**

##### **5.3.3.1 Secondary Violations**

The Board, upon determination that a secondary violation has taken place, may determine that no penalty is warranted, or impose one or more of the following penalties:

- a. Forfeit/vacate contests in which an ineligible student-athlete participated;

- b. Suspension of the head coach or other staff members for one or more competitions;
- c. A public reprimand.

In all cases, reports of this action shall be reported to the appropriate member institution and all-sports conference. A record of this action shall be kept by the Secretary in the Conference Archives.

#### **5.3.3.2 Major Violations**

The presumptive penalty for a major violation shall include the following:

- a. a two-year probationary period. During this period, the institution shall operate under the restrictions of Inactive Members as described in Article 2.2.2 except that they may still vote on all Conference matters
- b. sanctions precluding post-season Conference competition, particularly in those cases which:
  - i. the involved individuals remain active in the program;
  - ii. a significant competitive advantage resulted from the violation(s); or 3) the violation(s) reflect a lack of institutional control.

In addition to the presumptive penalties, the Committee may impose any or all of the following penalties:

- a. Forfeit/vacate contests in which an ineligible student-athlete participated;
- b. Suspension of the head coach or other staff members for one or more competitions;
- c. One or more of the following penalties:
  - i. Individual or team performances shall be vacated or stricken;
  - ii. Team records or performances shall be vacated or stricken;
  - iii. Individual or team awards shall be returned to the Conference and/or be vacated or stricken
- d. A public reprimand.

#### **5.3.3.3. Repeat Violations**

##### **5.3.3.3.1 Time Period**

An institution shall be deemed a “repeat violator” if the Board finds that a major violation has occurred within five (5) years of the starting date of a major penalty. For this provision to apply, at least one major violation must have occurred within five (5) years after the starting date of the penalties in the previous case. It shall not be necessary that the Boards hearing shall be conducted or its report issued within the five-year period.

#### **5.3.3.2 Penalties**

In addition to the penalties identified for a major violation, the Board may include any or all of the following:

1. The removal of all voting privileges of the member for the period of the probation;
2. The barring of the institution from post-season Conference competition for the period of the probation;
3. The expulsion from the Conference.

#### **5.3.4 Review of Penalty (Adopted January 20, 2025)**

When a penalty has been reviewed and announced, and the appeal exhausted, there shall be no review of the penalty except in the case of newly discovered evidence that is directly related to the findings of the case or that there was prejudicial error in the procedure that was followed by the Board.

##### **5.3.4.1 Review Process (Adopted January 20, 2025)**

The institution seeking review bears the general burden of going forward with the review, including the burden of presenting evidence and the burden of persuasion. Any member of the Board who has evidence that would affect the review of a penalty shall produce such evidence, in the interests of fair play and substantial justice. Disciplinary actions taken by a member institution, may be considered as newly-discovered evidence.

#### **5.4 PROCEDURE (Adopted January 20, 2025)**

The following procedures shall apply to investigating all possible institutional violations:

- a. Any individual or institution that has evidence of a violation must notify the Board in a timely fashion. They must also submit a **complaint** detailing the circumstances of the incident, as well as any supporting evidence available, such as official's reports. This complaint shall become part of the Conference Archives in the event that a violation is found to have occurred. In the event that the Board finds that a violation has not occurred, the report and all copies thereof shall be expunged, except if the Board expressly determines that the report was frivolous in nature. The Board shall review the complaint to determine whether or not it is a frivolous complaint. If the complaint is deemed to be not frivolous, the Board shall proceed with an investigation. If the complaint is deemed to be frivolous, the complaint will be dismissed. An individual or institution that submits a frivolous complaint is subject to appropriate disciplinary action by the Conference.
- b. After receiving such a report, the Board shall determine, in a timely fashion, whether the alleged violation constitutes a secondary or major violation. If the Board determines that a violation has occurred, they shall notify the member institution in question via a **Bill of Particulars**. The Bill of Particulars shall state, in substantial detail, the facts and circumstances of the case, and the violations of Conference

Rules that apply. A copy of the Bill of Particulars shall be delivered to the member institution by either mail or electronic mail transmission to the institution's head coach or club president, as the case may be; and the institution's athletic director or director of club sports, as the case may be. The Board has the right to designate a person or persons to assist in the gathering of evidence to further the investigation. The creation of any Bill of Particulars, its contents, and the communication between the Board and the institution in all cases shall be confidential.

- c. The member institution in question has the right to submit, in a timely fashion, a **response** to the Board. Such response shall include all information available to the member institution on the institution's behalf. A copy of the response shall become part of the Conference Archives. Failure to submit a response shall constitute a waiver of this right. The time period for the response may be extended by the Board on good cause shown.
- d. Upon receiving the response, the Board shall debate, in person or via electronic means as to whether a violation has occurred, and the nature of any violation. A **preliminary vote** shall be taken as to whether a violation exists. The Board will write an opinion. This opinion shall include a brief statement of the findings of fact and the ruling as to whether a violation has occurred. Other disinterested members of the Board may offer their own opinions as to the case, and may offer suggestions to the person assigned to write the opinion. The preliminary vote, the opinion, and any suggestions offered shall all be confidential.
- e. Upon completion of the opinion, a **final vote** shall be taken as to whether a violation has occurred. For a violation to be found, there must be the approval of the majority of the participating Board members; that is, all members of the Board excluding all interested parties. The final vote and the opinion shall be confidential during this process.
- f. In the event that a violation is determined to have occurred, the Board shall **propose** the penalty to be imposed in a timely fashion after the finding of a violation. The **final decision** of the Committee shall become effective three (3) days after its transmission in the case of an electronic mail transmission or facsimile transmission, or five (5) days after it is sent by regular United States Mail. The final determination shall consist of the facts of the case, whether or not a violation has occurred, and any penalties imposed. A copy of this determination shall be transmitted to all members of the Conference and the relevant member institution.. A copy shall also be made part of the Conference Archives. The decision, and the transmission of the same, shall be stayed upon receipt of a timely appeal, and during the pendency of such an appeal.
- g. An **appeal** may be taken to the full Board. The Board shall, consistent with the Rules of the Conference, consider the appeal. The grounds for appeal include, but are not limited to, a contention that the findings of fact are incorrect; that USA Fencing's or the Conference's rules have been misinterpreted; and that the penalty or remedial action is excessive. Such appeals must be "timely." A timely appeal must be in writing and filed within three (3) business days of the date of transmission or sending of the decision. A timely notice of appeal may be filed by electronic-mail. Once a timely appeal has been filed, copies of the complaint, response, decision, and

appeal (collectively known as the “record”) shall be sent to all members of the Board. The time period for filing a timely appeal may be extended by the Board on good cause shown. No interested party shall participate in the consideration of the appeal, although they may be asked to supply evidence.

- h. No public announcement or dissemination of any decision resulting in penalty or remedial action shall be made by either the Conference, its officials, any member institution or any person associated with a member institution until the Board renders its final decision in the matter and any appeal has been exhausted. A violation of this principle of confidentiality shall subject the offender to disciplinary action by the Board.

## **ARTICLE 6 – AMENDMENT**

### **6.1 PROCESS (Adopted January 20, 2025)**

Any member of the Board may propose an amendment to the Constitution. Such amendments must be in writing and sent to each member of the Conference prior to the meeting of the Board in which the proposed amendment is to be debated. A copy of all proposed amendments shall be included in the Conference Archives.

### **6.2 RATIFICATION (Adopted January 20, 2025)**

An amendment to the Constitution must be ratified by three-quarters (3/4) of member institutions eligible to vote. However, any agreement, bylaw, provision, or rule regarding fees may be adopted or amended by simple majority vote of the Board



## **ARTICLE 7 – RATIFICATION**

### **7.1 EFFECTIVE DATE OF THE CONFERENCE (Adopted January 20, 2025)**

The Conference shall come into existence upon the ratification of this Constitution. At that time, this Constitution shall be binding upon the Conference Members which have to that point ratified the Constitution. Subsequently, the Constitution, and all Bylaws, Agreements, Rules, and Regulations pursuant to it, shall be binding upon Conference Members upon their ratification.

### **7.2 RATIFICATION (Adopted January 20, 2025)**

Ratification by a particular Conference Member shall be governed by the rules and procedures of the particular institution.

### **7.3 NOTIFICATION OF RATIFICATION (Adopted January 20, 2025)**

Each institution is responsible for transmitting a document indicating ratification or rejection of the Constitution to the Board. These documents will become part of the Conference Archives.

## **AGREEMENT A – SCHEDULING (Adopted January 20, 2025)**

### **A.0 STATEMENT OF PRINCIPLES (Adopted January 20, 2025)**

The Conference and its member institutions recognize that dual meet competition is the backbone of the Conference itself. It is used by the Conference to create Elo ratings to fairly and accurately seed individual student-athletes for the individual Conference Championships. It is a component of the seeding for the several team weapon squads in their respective Championships. Through direct competition between institutions, it creates valuable exposure and public interest in our sport.

An institution offering its hospitality to conduct a dual meet competition is deserving of respect and consideration from their guests. Such an institution invests time, resources, and human capital to stage the competition in a safe, appropriate, and exciting environment for intercollegiate athletics. This effort extends to people beyond the bounds of the institution's fencing program – such as the institution's rec-sports program or athletic department – as well as other members of the host institution's community.

Similarly, an institution traveling to a dual meet as a visiting team is deserving of respect and consideration – both from their hosts, and their fellow guests. A visiting institution invests their time and resources into traveling to a competition, and is entitled to a quality and quantity of competition worthy of the investment they have made to attend the competition.

Accordingly, the Conference and its member institutions recognize the importance of scheduling and participating in dual meet competition. The following agreement is designed to ensure the integrity of dual meet competition and the agreements made in connection with it.

### **A.1 GENERAL PRINCIPLES OF SCHEDULING (Adopted January 20, 2025)**

Each year, the Board shall create a schedule among the member institutions. This will be to create a body of results so as to have intelligent seeding for post-season competition. The schedule shall also include a Conference Championship. While it is not required that each school in the Conference fence all other schools, it is strongly encouraged that they do so. Each member institution is charged with ensuring that they have scheduled enough dual-meets to be eligible for post-season competition; the Board shall make every effort to assist the institutions to that end.

### **A.2 MULTIPLE DUAL MEETS (Adopted January 20, 2025)**

Member institutions are encouraged to compete against each other on more than one occasion.

### **A.3 NON-CONFERENCE COMPETITION (Adopted January 20, 2025)**

Member institutions are encouraged to compete against non-conference opposition, whether hosting or traveling inside or outside the Midwest to do so. In creating the Conference schedule, member institutions' non-conference competition will be taken into account and accommodated

as much as possible.

#### **A.4 CREATION OF THE SCHEDULE (Adopted January 20, 2025)**

In order to create a schedule far enough in advance to account for venue and budgeting considerations, the following timeline will be observed:

##### **A.4.1 IMMEDIATELY PRIOR TO THE ANNUAL MEETING**

At least one week prior to the Annual Meeting occurring in September, the Secretary will create a calendar of dates and “likely dates”, which shall take into account USFA events (the Junior Olympics, the North American Circuits, international events, etc.) as well as the circuit of Conference meets for the following year. Copies of this calendar shall be distributed to all members of the Board as working schedules for the upcoming season.

#### **A.5 MFC TEAM AND INDIVIDUAL CHAMPIONSHIPS (Adopted January 20, 2025)**

The MFC Team and Individual Championships shall be held on successive days, The board may decide which event occurs first.

##### **A.5.1 SITE**

The site of the MFC Individual and Team Championships shall be determined by vote of the member institutions. Any member institution may volunteer to host the Championships, provided that they demonstrate to the Board that they possess sufficient equipment, a sufficient venue, and sufficient support personnel to host the Championships, pursuant to the Statement of Principles in this Agreement.

In the event that the previously-designated host of the Championships is unable to host, they shall notify the Board as soon as possible so that an alternative site may be chosen.

The Board shall evaluate any and all bids to host the Championships, and will report to the Member Institutions their findings.

## **AGREEMENT B – STAGING AND CONDUCT OF DUAL MEETS (Adopted January 20, 2025)**

### **B.1 FORMAT AND CONDUCT (Adopted January 20, 2025)**

All matches hosted by Conference Members, including matches with non-Conference schools, shall be conducted pursuant to USA Fencing Rules, as modified by the MFC.

#### **B.1.1 SCHEDULING**

Each institution who hosts a dual meet or multi-meet competition is required to send contracts, as described in Section B.13 of this Agreement, to each school participating in the meet or competition. Such contracts shall specify in writing the dates and approximate starting time of the competition, as well as additional details of the scheduling of the competition; for example, if a multi meet competition is scheduled for two days, with men's competition on one day and women's on the other, that detail must be spelled out in the contract. The host institution shall send out these contracts as soon as they have confirmed with their institution to be allowed to host and have a space available to do so.

A visiting institution must return the signed contract as soon as they confirm with their team the ability to attend the dual meet. The host institution may place a deadline to submit the signed contract. If a visiting team fails to return their contracts in a timely manner, they will not be scheduled for the meet. A Host Institution may relax these time deadlines in appropriate circumstances for good cause shown.

Once a contract has been issued, signed, and returned, pursuant to this Agreement, the Visiting Institution is obligated to pay the set fee (less any discount for tardiness on the part of the Host) regardless of whether or not the visiting team participates in the institution. A Host Institution may waive payment of the fees, in whole or in part, in appropriate circumstances for good cause shown.

Each institution who hosts a dual meet or multi-meet competition shall create and publish a master schedule of the order of bouts for the event in question. This schedule shall be transmitted to all participating institutions as soon as the host institution is able. Adjustments may be made to the schedule as circumstances warrant, but no scheduled event can be changed in terms of the said schedule except by mutual agreement of the institutions in question.

In the case of a multi-meet competition, the contract submitted to each school shall specify the specific schools that school will fence, and the events that each school will fence (i.e., men's team, women's team, or both).

The above-mentioned contracts shall be signed by the appropriate club sports official or any such appropriate official or representative of the school in question.

## **B.2 MATCH FORFEITS (Adopted January 20, 2025)**

If a team or weapon squad does not appear for a scheduled contest, except as provided in this Agreement, that team or weapon squad is deemed to have forfeited. In such a case, a forfeit is scored as the maximum number of possible wins in a match against zero (0) losses. A forfeit may be counted in terms of team records.

If a team does not have a full weapon squad, they forfeit any bouts that their missing person or persons would have fenced. In such a case, the opposing team receives one win in the match for every bout forfeited. If both teams do not have full weapon squads, *e.g.* two fencers against two fencers, neither team receives credit for a win or a loss in the match where the missing fencers would have faced each other.

Forfeits (either due to the absence of a full team or a weapon squad in whole or in part) may be counted towards an individual's reaching the minimum number of bouts required to be eligible for post-season competition. Moreover, an individual must have been physically present at the meet in question in order to receive such credit for any forfeits. Forfeits shall not be counted as victories for purposes of calculating seeding for post-season competition.

This agreement does not preclude a member institution from counting forfeits for purposes other than post-season seeding, *e.g.* for purposes of institutional awards.

### **B.2.1 EXIGENT CIRCUMSTANCES**

Any contest that is postponed, or that does not take place, due to inclement weather, natural disaster, accident, or other such exigency, shall be rescheduled during the regular season if possible, and by mutual agreement between the institutions in question. If such a contest is unable to be rescheduled, it shall be recorded in the Conference records as "no contest."

If a member institution is unable to participate in a scheduled dual meet or multi-meet competition due to exigent circumstances, the institution must file a statement of the precise nature of the exigency that prevented them from attending with the Board, with a copy to the host institution, for approval.

### **B.2.2 INSTITUTIONS FIELDING ONLY ONE SQUAD**

If a member institution fields only one team, either men or women, for a season, they are not deemed to forfeit contests in the team that they do not field. However, if a contest was scheduled between two full squads, and one institution fields only one squad, the other institution has the right to claim a forfeit as to the other squad, unless they were notified two (2) weeks in advance that the particular squad would not compete.

### **B.2.3 DISCONTINUANCE OF A TEAM**

If, for any reason, a member institution is unable to field a team for the remainder of a season, that institution must notify the Secretary immediately so that the other member institutions can be made aware of the situation.

### **B.3 COMBINED TEAMS (Adopted January 20, 2025)**

For purposes of scheduling convenience, a host of a multi-meet competition may create a "combined team." A combined team consists of two institutions, neither of which is fielding a full team of three fencers in each weapon. No host may create a combined team without the consent of both involved institutions. For purposes of calculating results, the individual bout scores must be separated out by the individual member institutions and separate results between and against each of the institutions must be recorded.

Note that this does not apply to a MFC team that is a singular competitive entity comprised of more than one institution.

### **B.4 DUTIES OF THE HOST INSTITUTION (Adopted January 20, 2025)**

The Host Institution of a dual meet or multi-meet competition is responsible for, among other things, the following:

- a. Providing an appropriate venue for the competition, including machines, equipment, etc.
- b. Creating and disseminating a schedule for the meet
- c. Hiring officials for the meet. A host institution shall designate a Head Official for each dual meet or multi-meet competition. The Head Official may be assigned to referee individual bouts or matches as necessary.
- d. Providing appropriate medical personnel for the meet
- e. Reporting the results of the meet to the Conference. The Host Institution shall, if possible, also create an electronic copy (such as a .pdf file, or any other suitable format) of all bout sheets of the meet and transmit the electronic copy to the Board for the purpose of facilitating calculation of seeding for the Conference Championships.
- f. Issuance of contracts, as described in Conference Agreements, in a timely manner.
- g. Interpretation of conference rules for the duration of the meet (disagreement with Host Institution interpretations can be appealed to the Board after the meet's conclusion)

### **B.5 DUTIES OF A VISITING INSTITUTION (Adopted January 20, 2025)**

A Visiting Institution in a dual meet or multi-meet competition is responsible for, among other things, the following:

- a. Arriving at the venue in a timely fashion so as to facilitate the conducting of the competition.
- b. Providing, if asked to do so by the Host Institution, any necessary equipment such as machines, reels, etc.

- c. Providing the Host Institution contact information, such as telephone numbers, hotel location, etc., so as to facilitate communication between the Host Institution and the visitor.
- d. Providing, if asked to do so by the Host Institution, team rosters for information and publicity purposes. A visitor may fulfill this obligation by posting this roster on their club website (in the case of a club team), all-sports website (in the case of a varsity team), or by directly transmitting the roster to the Host Institution.
- e. Informing the Host Institution in a timely fashion in the event of any exigent circumstance that may delay, abbreviate, or prevent their participation in the event.
- f. Returning of contracts, as described in Conference Agreements, to the Host Institution in a timely manner.

#### **B.6 FEES (Adopted January 20, 2025)**

Fees for dual meets or multi-meet competitions are set by mutual agreement between the host institution and the visiting institutions. The fees must be included in the contract. Fees are payable to the host institution.

#### **B.7 COACHING (Adopted January 20, 2025)**

During regular-season matches, coaching is permitted as described in USA Fencing Rules.

#### **B.8 TIME-OUTS (Adopted January 20, 2025)**

Each school is permitted one time-out per bout. In order for a squad to call a time-out during the bout, the fencer on the strip, a fencer of the competing squad, or a coach must visually and verbally signal to the referee to call a time-out before the referee gives the command to fence. The time-out begins as soon as the referee acknowledges and approves of the signal. One Coach for each active fencer may speak to the fencers during a time-out. A time-out shall last no longer than thirty (30) seconds, but may end earlier if the fencer whose team called the time-out returns to the en-garde line.

#### **B.9 SUBSTITUTIONS (Adopted January 20, 2025)**

Either school must give at least a one-bout notice of substitution to the referee, who shall notify the opponent.

Additional protocols for substitutions are detailed in Rider 3.

#### **B.10 BOUTS FENCED OUT OF ORDER (Adopted January 20, 2025)**

If a bout is fenced out of order, the result is counted as fenced. The remaining bouts shall be fenced in proper order.

#### **B.11 MATCHES INVOLVING A WEAPON SQUAD WITH ONLY ONE COMPETITOR (Adopted January 20, 2025)**

Generally, each team shall fill out their lineups without knowledge of the other's lineup of competitors or order of bouting. However, in a situation where a school has only one competitor in a weapon squad match facing a school with the ability to field a full squad, the

latter school has the right to know what place on the bout sheet the single competitor will fence, so as to organize their lineup as they see fit.

**B.12 CONTRACTS FOR DUAL MEETS – FORM AND TRANSMITTAL (Adopted January 20, 2025)**

Contracts shall be exchanged between all member schools for dual-meet competition. The contract form contained in Rider 1, or a document substantially similar to that form, may be used.

**B.13 CLAUSE FOR TRANS/NON-BINARY STUDENTS (Adopted January 20, 2025)**

Transgender and nonbinary students may fence in either gender event throughout the season. At duals events, they must fence one or the other event for the duration of that particular duals event.

All bouts, in either gendered event, will count towards bout requirements for championship eligibility. Seeding for Championships will be calculated only from results of the gendered event the fencer intends to compete in for Championships.

We will not require and will not request medical documentation in any circumstances.

**B.14 GHOST FENCERS FOR DUALS MEETS (Adopted January 20, 2025)**

Ghost fencers are non-MFC fencers in dual meets that are fencing in place of one or more fencers in the relevant weapon squad in order to increase the amount of fencing occurring in those meets. The usage of ghost fencers must be communicated with the other team and referee each time a ghost fencer is fencing. The opposing team may agree or decline to fence the ghost fencer. Their bouts must not be included on the scoresheet or in bouts.app records. Ghost fencing is not permitted at Championship events.



## **AGREEMENT C – CONFERENCE CHAMPIONSHIPS (Adopted January 20, 2025)**

### **C.1 GENERAL PRINCIPLES (Adopted January 20, 2025)**

The Conference shall conduct the Midwest Fencing Conference Championships (Championships) each year, conducted in a two-day format.

### **C.2 ELIGIBILITY (Adopted January 20, 2025)**

#### **Eligibility of Institutions**

Each member institution which has fielded a team during the season, which has **fenced at least 4 of the other member institutions** during the season, and which has **submitted their season results to the bouts.app website** as provided by this Agreement shall be eligible to compete in the Championships. Such institutions may enter one squad in each of the several weapon squad events, and may enter any and **all student-athletes who meet the criteria** of the Conference, as spelled out in the Constitution and this Agreement, in the individual competitions.

Each weapon squad that a member institution enters in a weapon squad championship must consist of at least two (2) individuals and at most six (6) individuals. If, **during** the course of the Championships, a squad is reduced to one competitor, the squad in question may elect to continue participation in the Championships.

#### **Eligibility of Individuals**

Individuals are eligible to compete, in regard to both individual and team events, as described in Article 4 of the Constitution, and subject to the additional criteria spelled out in this Agreement.

Fencers may only compete in one individual event at the Championships.

Individual fencers must have fenced a total of **twelve (12)** bouts in their weapon category in dual meet competition. These bouts may be against any intercollegiate fencing team, varsity or club, and may include forfeited bouts from other teams (such as when a team fails to field at least 3 fencers in a squad). The twelve (12) bout requirement may be relaxed in any given season upon determination by the board. In order to be eligible to compete as a member of a team's weapon squad at the Championships, a student-athlete must:

- a. be submitted pursuant to Agreement C.4 **or**

If a qualified fencer's institution does not have a team entered in the a team event, the institution may petition the board to allow such a fencer to participate in an event they are not qualified for, provided they have qualified for another event.

Previous petitions that resulted in board approval have included a fencer attaining a certain number of bouts but not being able to obtain the full amount due to schools dropping out of tournaments, non-full opposing squads, and illness preventing attending further tournaments.

#### **Exceptions**

Notwithstanding this agreement, the Board may permit a team or individual to participate in the Championships on a case-by-case basis in consideration of appropriate circumstances. These

circumstances include, but are not limited to, the non-participation of a member institution's fencers in the individual event championships due to *force majeure*. In such a case, the Board shall seed such a weapon squad or squads, or an individual in an individual event, in their respective event or events using the principles of equity.

In the case of individual eligibility, the Board may permit an individual to participate in the Championships, on a case by case basis, in the circumstances of an individual who failed to meet the individual eligibility requirement despite good faith efforts to do so. A petitioning institution shall have the burden of documenting the individual's good faith efforts to meet the requirement.

### **C.3 SEEDING INFORMATION (Adopted January 20, 2025)**

For purposes of this Agreement, "seeding information" consists of:

- a. ELO rankings for individual student-athletes from Bouts.app determined by scores from dual meet scoresheets

#### **C.3.1 Submission of Scoresheets**

Hosts of dual meets are responsible for uploading the score sheets to the MFC drive within two (2) weeks of the competition's conclusion.

#### **C.3.2 Entry of Results**

All member institution teams shall enter competition results into the Bouts.app website no later than four (4) weeks after such a competition. The team listed on the "A" side of the scoresheet is responsible for entering such results. However, in the case that a conference team and a varsity team had a match, the conference team is responsible for the entering of bout information.

Failure of teams to enter their results will impact their seedings for championships, as the Elo ratings are generated by the website based on these results. The deadline for data entry by Conference Members is **Friday, 5:00 PM Central Standard Time (CST), of the week before Championships**. The Board reserves the right to relax or tighten this deadline under appropriate circumstances.

### **C.4 TEAM ENTRIES FOR WEAPON SQUAD COMPETITIONS AND INDIVIDUAL CHAMPIONSHIPS (Adopted January 20, 2025)**

Each member institution shall submit its entry in each weapon squad event and in each individual event to the Board no later than one week prior to the start of the first event of the Championships, or a time/date determined by the Board. The submission shall use the form chosen by the Board. Such submission may be by e-mail or any other appropriate means of communication. An attempt to contact all Conference Members of any such change shall be made by conference e-mail.

Subsequent to the above-mentioned deadlines, a member institution may withdraw a fencer from the individual competition, but may not add another fencer, either to replace the withdrawn fencer or as an additional fencer.

A member institution's failure to abide by this agreement shall subject them to Conference sanction, including monetary fines, payable to the Conference.

### **C.5 CHAMPIONSHIP EVENTS (Adopted January 20, 2025)**

The events contested at the Championships shall include the following:

- a. the Overall Championship
- b. the Men's Championship
- c. the Women's Championship
- d. the several "weapon squad" Championships
  - i. Team
  - ii. Individual

There shall be awards given to the institution(s) that win (place first) the Overall Championship, Men's Championship, and Women's Championship.

There shall be awards given to the team squads that place first, second, and third in their respective events.

There shall be awards given to the individuals that place first, second, third, fourth, fifth, sixth, seventh, and eight in their respective events.

#### **C.5.1 OVERALL CHAMPIONSHIP**

The Overall Championship will be determined by the sum of points from all male and female weapons squads entered by any member institution.

#### **C.5.2 MEN'S CHAMPIONSHIP**

The Men's Championship will be determined by the sum of points from all men's weapons squads entered by any member institution.

#### **C.5.3 WOMEN'S CHAMPIONSHIP**

The Women's Championship will be determined by the sum of points from all women's weapons squads entered by any member institution.

#### **C.5.4. TIEBREAKER PROCEDURE**

If two teams are tied for first place in the Overall, Men's, or Women's Championship, a "fence-off" will take place. The fence-off will consist of one bout in each of the several weapon events. Each bout will be to five (5) touches or three (3) minutes, whichever occurs first. The bouts will be fenced in the order of: épée, foil, and sabre. If the tie is in the Overall Championship, women's bouts shall be fenced before men's bouts in a particular weapon (e.g. women's épée, men's épée, women's foil, men's foil, women's sabre, men's sabre) The team that wins the majority of tiebreaker bouts shall be placed first.

If there is still a tie after the fence-off, the first tie-breaker will be the difference

between touches scored and touches received. The second tie-breaker will be touches scored. If the two teams are still tied after both tiebreakers, they will be declared co-champions.

If two or more teams are tied for any place other than first, the tie will not be broken; they will be declared tied. If more than two teams are tied for first, the tie will not be broken, they will be declared tied.

### **C.5.5 WEAPON SQUAD CHAMPIONSHIPS**

The Weapon Squad Championship will be determined by the points earned by the weapons squad entered by the member institutions.

#### **C.5.5.1 SEEDING OF WEAPON SQUADS**

The seeding of the weapon squads in each event shall be calculated in Bouts.app.

Bouts.app automatically calculates individual Elo, based on the number of victories and defeats in duals meets. Though an individual is required to have fenced twelve (12) bouts in the current season to qualify for championships, their Elo will be determined by bouts fenced not only in the current season, but throughout all seasons. To determine an individual's event seeding, the registered fencers will be ordered by their Elos.

A team event's seeding will be determined by the ranking of Team Elo. Team Elo is the sum of a squad's top three individual Elos. These Elos need to be selected from individuals who are qualified to fence at championships. Note that it is not compulsory for these individuals to be registered to compete at championships. If a squad does not have 3 people qualified for championships, only those individuals who are qualified will contribute to Team Elo.

In the case of a tie, the team of the fencer with the highest Elo out of both teams will be seeded higher. If the teams are still tied, a coin flip or equivalent will determine the higher seed.

#### **C.5.5.2 FORMAT**

The format of the Weapon Squad Championships will consist of a direct-elimination table in each of the several events. Each match in the table will be fenced to decision, pursuant to USA Fencing Rules. Forfeits in a match shall be counted toward the match score as they occur in the match. In the event that a bout is fenced out of order during a match, the score will be recorded on the scoresheet, but shall not be counted toward the outcome of the match unless the match reaches the bout that was fenced out of order.

The Host Institution of the Championships shall designate which of the following formats shall be followed at the Weapon Squad Championships:

- a. **FORMAT A** – One preliminary round of matches, leading to a Table of 16. All places shall be fenced out.
- b. **FORMAT B** – One preliminary round of matches, leading to a Table of 16. All places from 1-16 shall be fenced out. All places lower than 16 shall be determined by initial seeding.
- c. **FORMAT C** – One preliminary round of matches, leading to a Table of 16. All places from 1-8 shall be fenced out. All places lower than 8 shall be determined by initial seeding.

All of the events at the Weapon Squad Championships shall follow the same format. The designation of the format being used at the Championships shall be made by the Board with consultation from the Host Institution at least one (1) week prior to the Championships and shall be communicated to the Conference via intra Conference electronic communication. The designation shall be made taking into account the number of strips available to the host, the number of referees available to officiate at the Championships, the staffing capacities of the Host Institution, and any other such relevant circumstances.

#### **C.5.5.2.1 CLASSIFICATIONS OF MATCHES**

For purposes of classifying weapon-squad matches, the following definitions shall be used:

- a. A “**consolation round**” is a round of competition that determines fifth through eighth places.
- b. A “**plate round**” is a round of competition that determines ninth through twelfth places.
- c. A “**consolation plate round**” is a round of competition that determines thirteenth through sixteenth places.
- d. A “**bowl round**” is a round of competition that determines seventeenth through twentieth places.
- e. A “**consolation bowl round**” is a round of competition that determines twenty-first through twenty-fourth places.
- f. A “**play-in**” is a bracket, a round-robin, or an individual match, the winner of which advances to the Round of 16, a consolation round, a plate round, or a bowl round.

**C.5.5.2.2 Composition of the Direct Elimination Table** The bracket used for all events shall be the bracket for a 16- team direct elimination event. This bracket shall be posted at a website accessible to Conference Members. In the case where an event has more than 16 teams, these teams shall fence play in matches where the winners enter the round of 16.

#### **C.5.5.2.1 Composition of the Direct Elimination Table**

The bracket used for all events shall be the bracket for a 16-team direct elimination event with all places fenced out. This bracket shall be posted at a website accessible to Conference Members. In the case where an event has more than 16 teams, these teams shall fence play-in matches where the winners enter the round of 16. The losers shall be placed pursuant to their initial seeding in the places lower than 16th.

#### **C.6 CHAMPIONSHIP POINTS (Adopted January 20, 2025)**

Points are awarded to each member institution based on their finish in each weapon squad event. The points table for Championships is as follows:

<b>Place</b>	<b>Points</b>	[Columns to the right for supplemental context only]	Differential from Prior Place	% Differential from Prior Tier's Highest Place	Total Points in Tier
1	1100		350	150%-220%	1850
2	750		250		
3	500		150	140% - 200%	850
4	350		100		
5	250		50	222.22% - 555.55%	700
6	200		50		
7	150		50		
8	100		55		
9	45		5	N/A	220
10	40		5		
11	35		5		
12	30		5		
13	25		5		
14	20		5		
15	15		5		

16	10		N/A		
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This table may be modified or revised by the Board. If the points system is modified, the Conference Members should be notified accordingly.

An institution that does not field a squad in a particular event will not receive any points for that event.

The general principles that must be applied to any point scale are: 1) that the winner must be awarded additional points beyond a mathematical progression, and 2) that there is a gap between first and second places, second and third places, third and fourth places (or third and fifth places for individuals), and eighth and ninth places beyond a mathematical progression, so as to reward finishes in a higher table in the bracket.

### **C.7 INDIVIDUAL CHAMPIONSHIPS (Adopted January 20, 2025)**

The individual events contested at the Championships shall include the following:

- a. Men's Épée
- b. Men's Foil
- c. Men's Sabre
- d. Women's Épée
- e. Women's Foil
- f. Women's Sabre

No team points shall be kept. Each event shall be conducted pursuant to USA Fencing Rules.

### **C.8 SEEDING FOR INDIVIDUAL EVENTS (Adopted January 20, 2025)**

Seeding in individual events will be done based on the results calculated using Bouts.app, provided the individuals meet the competition criteria.

### **C.9 FORMAT OF INDIVIDUAL EVENTS (Adopted January 20, 2025)**

As stated in section C.7, "Each event shall be conducted pursuant to USA Fencing Rules." However, the pre-pool seeding is determined by the process described in C.5.5.1.

There shall be no third-place bout in any individual event.

### **C.10 TIME-OUTS (Adopted January 20, 2025)**

Time outs are not permitted during individual events at Championships, except for injury timeouts as provided in USA Fencing Rules. There are **two** (2) time-outs permitted per match per team in team events (different from regular season rules), subject to modification by the Board prior to the Championship's commencement.

### **C.11 FEES (Adopted January 20, 2025)**

The fees for the Championships will be set pursuant to a schedule prepared by the Board and agreed to by the Board. The schedule will consist of a fee per weapon squad entered by each member institution and a separate fee per each fencer entered in the several individual events. This schedule will be prepared and approved prior to the Championships, and will be published via intra-Conference electronic communication as part of this Agreement.

Fees are payable to the MFC.

The Conference will contribute towards hiring referees and staff for the Championships. The Conference covers all fees for the Championships, other than the venue fee and/or any extraneous fees directly associated with venue usage, which is the duty of the host school.

### **C.12 DUTIES OF THE HOST INSTITUTION (Adopted January 20, 2025)**

The Host Institution of the Championships is responsible for, among other things, the following:

- a. Providing an appropriate venue for the competition, including machines, equipment, etc.
- b. Providing facilities for use of the Board on the Friday night before the Championships begin so that they may perform their duties

### **C.13 DUTIES OF THE BOARD (Adopted January 20, 2025)**

The Board is responsible, among other things, for the following:

- a. Creating and disseminating a schedule for the meet
- b. Hiring officials for the Championship.
- c. Recording championship finances and entries
- d. Financially supporting the host institution within reasonable bounds
  - i. This may include:
    1. Direct application of funds towards hosting costs
    2. Reduced membership fee for the season
    3. Waived team registration fee
    4. Other methods at the discretion of the Board

### **C.14 DUTIES OF THE VISITING INSTITUTIONS (Adopted January 20, 2025)**

The Visiting Institutions at the Championships are responsible for, among other things, the following:

- a. Prior to the Championships, informing the Board of their team roster.
- b. Prior to the Championships, transmitting their Championships Roster and Entry, pursuant to this Agreement and Agreement D.
- c. Arriving at the venue in a timely fashion so as to facilitate the conducting of the



competition.

- d. Providing, if asked to do, any necessary equipment such as machines, reels, etc.
- e. Providing contact information, such as telephone numbers, hotel location, etc., so as to facilitate communication.
- f. Informing the Board of any exigent circumstance that may delay, abbreviate, or prevent their participation in the event in a timely manner.

## **AGREEMENT D – FEES (Adopted January 20, 2025)**

### **D.1 ENTRY FEES (Adopted January 20, 2025)**

Entry fees for teams and individuals competing in meets sponsored by Conference Members are set out in Agreement B.6. Under special circumstances, such as a meet with a large number of competing institutions, the host institution is permitted to set entry fees as to cover the costs of staging the meet.

### **D.2 OFFICIALS FEES (Adopted January 20, 2025)**

Officials' fees are set by the Host Institution, based on the individual facts and circumstances of the respective dual meet or multi-meet competition. Travel expenses and per diems may be paid in appropriate circumstances. A Head Official is paid a set fee, and is not paid additional fees in the event that they are called upon to referee individual bouts or matches.

## **AGREEMENT E – AWARDS (Adopted January 20, 2025)**

### **E.1 GENERAL PRINCIPLE (Adopted January 20, 2025)**

The Conference shall establish awards in various categories to recognize the accomplishments of its student-athletes and coaches, and to publicize their achievements.

### **E.2 VOTING PROCEDURES (Adopted January 20, 2025)**

In regards to any award that is determined by vote, each member institution is entitled to one vote. They shall vote for first, second, and third place. First place is worth five points; second, three; and third, one. The person receiving the greatest number of points will be declared the winner of the award.

### **E.3 AWARDS (Adopted January 20, 2025)**

The awards presented by the Conference may include the following, along with any other awards that the Board may establish:

#### **E.3.1 COACH OF THE YEAR (Adopted January 20, 2025)**

Awarded by vote each year to a coach (head coach or assistant coach) of a member institution. This award shall be voted on at the Conference Championships by all active members of the Conference.

In practice, there will be a set deadline prior to Championships for coach nomination (to include name, description, and any other relevant information set by the Board). One first day of Championships before the competition starts, the nominees will be briefly introduced to the conference. The voting for the award will then be open and shall be due before the second day's competition begins.

#### **E.3.2 SPORTSMANSHIP AWARD (Adopted January 20, 2025)**

Awarded by vote each year to a club program of a member institution that exemplifies outstanding sportsmanship throughout the season. This award shall be voted on at the Conference Championships by all active members of the Conference.

#### **E.3.3 ALL-MFC TEAMS (Adopted January 20, 2025)**

Selected based on the fencers' finishing rankings at the end of the MFC season (prior to championships). The fencers finishing first through fourth in each category (i.e. Women's Sabre, Men's Epee) shall be designated "First Team All-MFC," the fencers finishing fifth through eighth in each category shall be designated "Second Team All-MFC," and the fencers finishing ninth through twelfth in each category shall be designated "Honorable Mention All-MFC." Fencers should have fenced a minimum of 12 bouts throughout

the current season.

## RIDER 1 – STANDARD FENCING DUAL MEET CONTRACT

### Athletic Event Agreement

This agreement entered into by and between \_\_\_\_\_ and \_\_\_\_\_ confirms the following stipulations:

1. The **fencing** teams representing the above named institutions shall play each other at the times and places indicated:

on \_\_\_\_\_, at \_\_\_\_\_  
time \_\_\_\_\_

Guarantees and financial arrangements will be as follows: \_\_\_\_\_

**The institutions hereby agree to fence all the teams they are scheduled to fence as indicated by the schedule promulgated by the host institution. The competition shall be conducted pursuant to USA Fencing rules, as modified by the Midwest Fencing Conference Board.**

2. Eligibility of the participants in the above contest(s) shall be determined by the rules and regulations of the Midwest Fencing Conference.

3. The officials shall be: \_\_\_\_\_

4. The visiting team shall be allowed \_\_\_\_\_ complimentary tickets.

5. Radio and television broadcasting rights shall be governed by the policies of the host university.

6. Other arrangements and considerations: \_\_\_\_\_

(institution)

(institution)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_

Team Rep: \_\_\_\_\_

Team Rep: \_\_\_\_\_

Rep's Phone: \_\_\_\_\_

Rep's Phone: \_\_\_\_\_

**\* \* \* PLEASE SIGN AND RETURN ORIGINAL TO: \* \* \***

(name)

(host institution)

(address)

## **RIDER 2 – SUMMATION OF ELIGIBILITY**

The following serves as a simpler explanation of eligibility rules for regular-season and post-season competition. The Constitution and Agreements thereto remain the primary source of the rules of eligibility.

### **GENERAL ELIGIBILITY OF STUDENT-ATHLETES FOR ALL CONFERENCE COMPETITION**

Persons must be full-time students that are eligible to compete pursuant to their institution's rules to participate in club activities. **No** part-time students, except in the case of a graduating senior in their last semester of study. **No** faculty or staff members. **No** students enrolled in branch institutions, or auditing students.

## **ELIGIBILITY FOR POST-SEASON CONFERENCE COMPETITION**

### **STEP 1 – INSTITUTIONAL ELIGIBILITY**

- a. A school is eligible to participate in the MFC Championships by having competed against 4 of their fellow Conference institutions.
- b. The school must also submit all necessary seeding information to Bouts.app
- c. An eligible school may enter one squad in each of the several weapon squad events. Such squads must consist of at least two (2) individuals at the time of entry. They may also enter any and all eligible individuals in their respective individual events.

### **STEP 2 – QUALIFICATION OF SQUADS VIA INDIVIDUAL PARTICIPATION**

In order to assure accurate seeding, and ensure Conference participation, the following are also in effect: *For each weapon squad a school enters, the following must apply:*

- a. All members of a squad must have each fenced at least 12 bouts.
- b. These bouts may be against **any** opponent in dual-meet competition, including non-conference opponents (i.e. NCAA fencers).
- c. These bouts may include forfeits, as described in Agreement B.3. These forfeits may not be used for purposes of seeding.

### **STEP 3 – INDIVIDUAL ELIGIBILITY**

*To be eligible to participate in an individual championship, an individual student-athlete must*

- a. Satisfy the relevant general eligibility requirement **AND**
- b. Be listed on the team's (individual) weapon roster **AND**
- c. Fence at least 12 bouts against opponents in dual meets over the current season in the particular weapon

*To be eligible to participate in a weapon squad championship, an individual student-athlete must*

- a. Satisfy the relevant general eligibility requirement **AND**
- b. Be listed on the team's weapon squad roster **AND**
- c. Fence at least 12 bouts against opponents in dual meets over the current season in the particular weapon

### **EXCEPTIONS**

The Board may permit a team or individual to participate on a case-by-case basis in consideration of appropriate circumstances. Please bring the Board's attention to any such circumstances as quickly as possible. Refer to Agreement C.2 for particulars.

### **RIDER 3 – MFC FENCING MEET PROCEDURES**

Pursuant to Agreement B, all Conference dual-meet competitions shall follow the procedures detailed below. A portion of these following procedures are recommended by the NCAA Men's and Women's Fencing Committee. These procedures may be found in the annual Pre-Championships Handbook published by the NCAA – [https://ncaaorg.s3.amazonaws.com/championships/sports/fencing/nc/2023-24NCXFE\\_PreChampsManual.pdf](https://ncaaorg.s3.amazonaws.com/championships/sports/fencing/nc/2023-24NCXFE_PreChampsManual.pdf)

### **INTRODUCTION**

The rules of USA Fencing in effect as of October 1 each year (except as expressly noted herein) will be the applicable rules for intercollegiate competition. *Such changes shall be communicated to the members of the Conference via intra-Conference electronic communication as necessary.*

### **RULES IN ADDITION TO USA FENCING RULES**

#### **1. General**

- The use of tobacco by student-athletes, or team or game personnel (e.g., coaches, athletic trainers, managers and game officials), is prohibited during competition. Any student-athlete, or team or game personnel, who uses tobacco during competition shall be disqualified for the remainder of that competition.

#### **2. Organization of Competitions**

The Bout Committee for a meet shall be appointed by the head referee and shall be comprised of referees. If an appropriate authority, such as the Conference, has not appointed a head referee, the referees will select a head referee from among their number.

The NCAA Official Scoresheet, or a scoresheet that maintains the same bouting order as the NCAA scoresheet, is to be provided by the host and is to be used for all MFC meets, including all Conference matches. A copy of the scoresheet may be found at <https://minnesotahsfencing.files.wordpress.com/2013/01/fencingdualmeetscoresheet.pdf>

#### **Duals Meet Format:**

- All three weapons of the same team will be scored on the same half of the scoresheet. ("Team A" remains "Team A" in all three weapons; if the men's team and the women's team from both schools are fencing concurrently, this applies to all six weapons.)
- Once a completed scoresheet has been signed by both team designees and the referee, the match results are fixed.
- It must be determined before a dual meet which system of fencing is being used. The host will determine the system used unless both coaches involved in a particular match agree to a different system. The following are suggested systems:



- SYSTEM 1: A dual meet conducted on two strips. Epee/foil and sabre will start simultaneously, and epee/foil will start as soon as one of the two strips is Available.
- SYSTEM 2 (Ivy League Format): A dual meet conducted on two strips. The order of bouts is three bouts sabre, then three bouts foil and three epee simultaneously. Repeat the sequence until all 27 bouts are fenced.
- SYSTEM 3: A dual meet conducted on one strip. The order of fencing is three bouts sabre, three bouts foil, and three bouts epee until all 27 bouts are fenced.
- SYSTEM 4: A dual meet conducted on two strips. Epee and foil will start simultaneously and sabre will start as soon as one of the two strips is available.
- SYSTEM 5: A dual meet conducted on three strips, with all weapons fenced simultaneously.
- SYSTEM 6: Two dual meets – one a men’s match, the other a women’s match – fenced on five strips. Each foil and epee match will be fenced on its own strip, while the sabre matches will share a strip. The order of bouting on the sabre strip will be determined by agreement amongst the involved teams.

### **Lineups**

- Which team gets which side (A or B) of the scoresheet is determined either by agreement of the coaches and host, or by coin toss. In the interest of convenience and efficiency, the host of a meet may pre-determine which team gets which side of a scoresheet before the meet, provided that this determination is done in a fair manner (such as conducting coin tosses) for all matches.
- Starting lineups shall be submitted, in writing and without knowledge of the other team’s lineup, to the referee.
- The scoresheet is folded and each team writes the order without being able to see the opponent’s lineup. Said lineups may not be changed until after the first complete round (three bouts) in the weapon has been fenced.
- A fencer may not compete in more than one weapon in a duals meet.
- If a team consists of fewer than nine fencers, the opposing team shall record as a “FV” (forfeit victory) any bout not fenced. If both teams have fewer than nine fencers, any “double forfeit” that occurs shall not be counted toward the team score.

### **Substitutions**

- It is the responsibility of the coach or designee to substitute within the rules.
  - A substitute is a fencer who does not fence in the first three bouts.
- In the course of a match, the coach or designee of a team must notify the referee before replacing a fencer with a substitute. The request for a substitution may only be made at the conclusion of a bout (and not before the conclusion of the first three bouts).
- The announcement that a fencer is to be substituted, which should be made by the referee to the opposing team coach or designee, must be made directly after the request for substitution is approved by the referee.
- When a substitute has been entered into the lineup, and that bout has been called, that fencer must be on the strip and ready to fence within two minutes

or the fencer will receive a warning for delay of bout.

- A substitute may not be replaced once the bout is called. An exception to substitution rules can be made in case of injury as allowed by USFA rules.
- Two or more fencers may fence in the same numbered position. **A fencer who has been replaced may return to the lineup but only in the numbered position originally occupied.**
- The scorer must accept instructions only from the presiding referee when writing a substitute onto the scoresheet.
- A substitution made without informing the referee (regardless of whether that substitution would be valid or not) as stipulated above in accordance with the rules results in that bout being forfeited by the team that attempted the illegal substitution and recorded as a 5-0 loss on bouts.app.

### **Bout Commenced Out of Order**

If a bout is fenced out of order, it should be moved to the proper place in the bout order. If a bout is started but not completed when the error is detected, the bout is completed and thereafter moved to the proper place in the order.

### **Black Cards**

A Level One black card indicates exclusion from the entire event in which it occurs even if the event has concluded. If the card is awarded during a match, no substitutions are permitted and no other results in that match (excluding those involving the black carded fencer) are affected.

All bouts with that athlete in all matches of the event, even if concluded and won by the athlete black carded, are recorded as a 5-0 defeat for that fencer. No bouts that occurred during that meet may count towards championship qualification. In bouts.app, the carded athlete will not be inputted in the affected bouts and will instead be recorded as BYE.

If a person receives a black card during a meet, the offender is subject to the penalties and proceedings of Article 5 of the MFC Constitution. In addition, the host of that event is subject to the proceedings of Article 5 of the MFC Constitution.