

STATE OF NORTH CAROLINA

COUNTY OF WAKE

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
SUPERINTENDENT OF PUBLIC INSTRUCTION AND THE NORTH
CAROLINA HIGH SCHOOL ATHLETIC ASSOCIATION REGARDING
THE CONDUCT OF HIGH SCHOOL INTERSCHOLASTIC ATHLETICS**

This Memorandum of Understanding (“MOU”) is hereby entered into by and between the Superintendent of Public Instruction (“Superintendent”) and the North Carolina High School Athletic Association, Inc. (“NCHSAA”). The Superintendent and the NCHSAA are collectively referred to herein as the “Parties.”

WHEREAS, the Superintendent is a Constitutional Officer, created by Article III, Section 7 of the North Carolina Constitution; and

WHEREAS, the North Carolina Constitution further provides, in Article III, Section 8, that the Superintendent is a member of the Council of State; and

WHEREAS, the Superintendent is authorized and required by N.C. Gen. Stat. § 115C-21(a)(5) to have under his or her direction and control, all matters relating to the direction, supervision, and administration of the public school system, and;

WHEREAS, the Superintendent is authorized and required by N.C. Gen. Stat. § 115C-21(a)(8) to administer, through the Department of Public Instruction (“DPI”), all needed rules and regulations established by the State Board of Education (“State Board”); and

WHEREAS, the State Board pursuant to N.C. Gen. Stat. § 115C-407.55 has adopted Rules governing interscholastic athletic activities, including those regulating the eligibility of students to participate in interscholastic athletic activities conducted by participating schools; and

WHEREAS, the Superintendent, pursuant to N.C. Gen. Stat. § 115C-407.60(a), may enter into a memorandum of understanding with an administering organization to apply and enforce the State Board’s Rules governing participation in interscholastic athletic activities at the high school level; and

WHEREAS, the NCHSAA is a nonprofit corporation organized and existing under North Carolina law, formed for the educational purpose of coordinating athletic activities among member high schools in North Carolina; and

WHEREAS, the Superintendent and the NCHSAA desire to enter into an agreement for the administration of interscholastic high school athletic activities;

NOW, THEREFORE, the Parties hereby agree as follows:

I. INTERSCHOLASTIC ATHLETIC ACTIVITIES

A. Oversight of athletic activities. The NCHSAA shall apply, enforce, and administer all Rules adopted by the State Board (“Rules”) to govern interscholastic athletics at the high school level, codified at Title 16, Subchapter 6E, Section .0200 of the North Carolina Administrative Code, without alteration or expansion. In accordance with N.C. Gen. Stat. § 115C-407.59(f), the State Board, and not the NCHSAA, shall monitor compliance with N.C. Gen. Stat. § 115C-407.59(a). The NCHSAA may waive the application of any eligibility requirement according to the parameters set forth in the State Board Rules. The NCHSAA shall make the State Board’s student participation Rules publicly available at no cost on the NCHSAA’s website. The NCHSAA shall oversee the conduct of interscholastic athletic activities among its member high schools (“participating schools”). The NCHSAA shall take all actions necessary to facilitate the oversight of interscholastic athletic activities; provided, however, that the NCHSAA’s actions shall be consistent with all State Board Rules and policies, state and federal law, and the terms of this MOU.

B. NCHSAA rules. The NCHSAA shall adopt, apply, enforce, and administer administrative rules, gameplay rules, and penalty rules as set forth below. The NCHSAA shall not adopt a rule until the proposed rule has been published on the NCHSAA’s website and the NCHSAA has allowed an opportunity to the public for notice and comment on the rule. Once the period for public notice and comment on the rule has expired and the NCHSAA adopts the rule, the NCHSAA shall, within fifteen days, provide the rule to the Superintendent for review. If the Superintendent determines that the rule adopted by the NCHSAA is unenforceable, the Superintendent shall notify the State Board and the NCHSAA shall not enforce the rule. Upon notice from the Superintendent, the State Board may either require the NCHSAA to revise the rule and resubmit it to the Superintendent or may

rescind the delegation of authority and adopt a rule by emergency rule. All rules established by the NCHSAA must be consistent with State Board Rules.

1. Administrative rules. The NCHSAA shall adopt, apply, enforce, and administer rules governing the classifications of schools into divisions and conferences, administration of games, and requirements for coaching, officiating, sportsmanship, and scheduling of seasons. The NCHSAA shall make the administrative rules publicly available at no cost on the NCHSAA's website.
2. Gameplay rules. The NCHSAA shall adopt, apply, enforce, and administer rules for the conduct of athletic competition in accordance with the requirements of the governing organization, including the requirements of the National Federation of State High School Associations ("NFHS"), for each sport. The NCHSAA shall make NCHSAA-established gameplay rules publicly available at no cost on the NCHSAA's website. To the extent permitted by federal and state law, the NCHSAA shall make gameplay rules established by other entities available at no cost on the NCHSAA's website; however, where reproduction of such rules is prohibited by law, the NCHSAA will provide information on its website about how to access those gameplay rules, e.g., NFHS rules.
3. Penalty rules. The NCHSAA shall enforce the State Board's penalty Rules and shall adopt, apply, enforce, and administer additional rules governing the penalties for infractions of student participation and gameplay rules. The penalty rules shall establish a system of demerits for infractions of student participation and gameplay rules; such infractions may result in reprimands, probations, suspensions, forfeitures of contests, forfeitures of titles, and disqualifications. The NCHSAA shall not impose any fines or monetary penalties of any kind. The NCHSAA shall make the State Board penalty Rules and the NCHSAA penalty rules publicly available at no cost on the NCHSAA's website.

C. Classification. The NCHSAA shall establish classifications of participating schools in a fair, impartial, and transparent manner, based primarily on average daily membership.

D. Conferences. The NCHSAA shall align participating schools into conferences in a fair, impartial, and transparent manner, based primarily on geographic location of the schools, division classification, and average daily membership.

E. Appeals. The NCHSAA shall coordinate and administer the appeals process as established by the State Board and in accordance with the following requirements:

1. Levels of appeal.

- a. Final decision of NCHSAA. Any dispute, inquiry, or report about a suspected violation of the State Board Rules administered by the NCHSAA or the NCHSAA rules shall first be directed to the Commissioner of the NCHSAA. As to any issue regarding student eligibility to participate in interscholastic athletics, penalties or fees imposed on students, coaches, or participating schools, retaliation, or discrimination, the Commissioner, or the Commissioner's designee, shall provide the NCHSAA's written final decision on such issue, including, if applicable, the imposition of a penalty allowed by the State Board and/or NCHSAA penalty rules, within ten business days. If this final decision is given orally then, as soon as is reasonably possible thereafter, this final decision must be reduced to writing. The final decision must include findings of fact; conclusions of law, with citations to and a copy of any rules related to the decision; a description of any penalties imposed; and a statement that the aggrieved party may file a notice of appeal within five days of receipt of the NCHSAA's final decision by sending the notice to the Superintendent via email or the United States Postal Service. The NCHSAA shall provide the written final decision to the participating school(s) affected by the decision. In the written final decision, the NCHSAA shall advise the

impacted schools that they are required to notify all impacted students. Written notification to the impacted schools shall constitute receipt of the final decisions for purposes of determining the time to appeal. This written final decision shall be the final decision of the NCHSAA.

- b. Appeal by PSU to Independent Appeals Board. An aggrieved party may file an appeal of a final decision by the NCHSAA according to the State Board Rules governing appeals. An aggrieved party means a student, coach, participating school, public school unit (“PSU”), or other party that is directly and adversely affected by a final decision of the NCHSAA that applies or enforces the State Board Rules, including a determination of eligibility or a penalty imposed. If the aggrieved party is a student, the student’s parent may appeal on behalf of the student. The appeal must be filed by the aggrieved party within five days after receipt of the NCHSAA’s final decision.
 - (1) The aggrieved party’s appeal shall:
 - (a) be in writing;
 - (b) include a description of the facts of the dispute;
 - (c) include any evidence submitted to the NCHSAA; and
 - (d) present an argument explaining why the aggrieved party believes the NCHSAA’s final decision was not based on substantial evidence, as defined in N.C. Gen. Stat. § 150B-2(8c), or is affected by an error of law.
 - (2) The NCHSAA must respond to the aggrieved party’s submissions within five days. A panel of the Independent Appeals Board (as defined in Section I.E.2 below) may shorten the time for filing the NCHSAA’s response to the appeal if the decision affects a student’s or coach’s eligibility to participate in an intervening athletic contest.

- (3) All documents filed in the appeal shall be simultaneously served on all parties via email and the United States Postal Service. If the aggrieved party is a student, parent, or coach, the parties shall also serve copies of the documents on the local superintendent and principal with jurisdiction over the aggrieved party.
- (4) Panels of no fewer than three members of the Independent Appeals Board may hear and decide matters on behalf of the Independent Appeals Board. The panel may conduct a live hearing in person or via teleconference. Any hearing so conducted shall be recorded.
- (5) No later than thirty days after the Superintendent's receipt of the appeal, a panel of the Independent Appeals Board shall review the appeal, and any response by the NCHSAA, and issue its decision. The panel shall affirm the NCHSAA's final decision unless a majority of the panel determines that the NCHSAA's final decision is not supported by substantial evidence or is affected by an error of law. The panel may also remand the decision to the NCHSAA for further review if there is an intervening change in any relevant law or if the panel determines that additional information is necessary to inform its decision.
- (6) The timeline for hearing and responding to appeals may be shortened by the panel as necessary to make timely decisions that impact the ability of a student or coach to participate in an athletic contest.
- (7) A decision of a panel of the Independent Appeals Board will be final.

2. Independent Appeals Board.

- a. The Superintendent will appoint an Independent Appeals Board to hear and act upon appeals from final decisions of the NCHSAA regarding student eligibility to participate in interscholastic athletics; penalties or fees imposed on students, coaches, or participating schools; retaliation; or discrimination.
- b. The Independent Appeals Board shall be composed of professional educators who have experience overseeing or implementing high school interscholastic athletic programs. Current members of the NCHSAA Board of Directors are not eligible for membership on the Independent Appeals Board. However, past NCHSAA Board members who can serve as fair and impartial members of the Independent Appeals Board will be encouraged to serve. Decisions on who will be appointed to the Independent Appeals Board are within the sole discretion of the Superintendent.
- c. The Independent Appeals Board will receive training on the application of State Board Rules and the NCHSAA's rules.
- d. The NCHSAA agrees that, apart from communications required or permitted by this MOU, its representatives, employees, or agents will not communicate with the Independent Appeals Board members about the substance of an appeal or lobby for a specific conclusion to the appeal prior to a hearing or decision. The Superintendent shall also prohibit aggrieved parties from communication with the Independent Appeals Board about a matter under consideration except as permitted by this MOU.

3. Procedures for appeal. The NCHSAA shall make publicly available at no cost on its website the procedures, including deadlines and other requirements, for appeals.

F. Complaints and Non-retaliation. The NCHSAA shall not retaliate against any participating school, the employees or students of those schools, or any other person for reporting, in good faith, to the NCHSAA, the State Board, the Superintendent, or any government entity any concerns about the NCHSAA's administration of high school interscholastic athletics, including the following: suspected violations of laws or rules; circumstances giving rise to a substantial and specific danger to student or school personnel health and safety; fraud; misappropriation of resources; or gross mismanagement or abuse of authority. A PSU, participating school, PSU employee, or student seeking to report allegations of intimidation or harassment by the NCHSAA shall submit a report with the Superintendent. The report shall be in writing and include a detailed description of the factual basis for the allegations. The NCHSAA will be given an opportunity to respond and/or address concerns or complaints submitted to the Superintendent. The application of a penalty rule that is appealable to the Independent Appeals Board, whether or not challenged on appeal, shall not be considered retaliation.

II. MEMBERSHIP AND GOVERNANCE

A. Board of Directors.

1. Ethics policy. The NCHSAA shall have at all times a policy that requires the members of its Board of Directors to avoid conflicts of interest and the appearance of impropriety. All members of the Board of Directors must agree to the NCHSAA's policy.
2. Board composition. The NCHSAA agrees that it will adopt, through the process required by its bylaws, criteria for membership on its Board of Directors that require equal representation of each educational district as provided in N.C. Gen. Stat. § 115C-65. The NCHSAA Board of Directors may continue to include board officers not designated to represent an educational district; among the board members elected to represent the educational districts, each district must have an equal number of representatives. The Parties understand that, among the sixteen members of the Board of Directors currently designated to represent a geographic area, the NCHSAA currently has an equal number of representatives from each of the eight athletic regions. The NCHSAA is not required to

attempt to terminate any duly elected member of the Board of Directors prior to the expiration of his or her term. As terms of existing members expire, the NCHSAA shall abide by the board composition requirement described herein and the members shall elect directors to represent educational districts, rather than athletic regions. The NCHSAA shall also allow the Superintendent to appoint one ex officio member to the Board of Directors.

B. Membership. PSUs may allow their high schools to become members of the NCHSAA.

1. NCHSAA Handbook. For each school year, the NCHSAA shall adopt a handbook for participating schools ("NCHSAA Handbook"). The NCHSAA shall make its current Handbook publicly available at no cost on the NCHSAA's website.
2. Membership dues and other fees. The NCHSAA shall enter into contracts with participating schools as to the monetary requirements for participation, including the payment of reasonable annual fees by participating schools as needed to support the duties of the NCHSAA. The NCHSAA shall charge fees as set by the State Board. For the 2024-2025 school year, the NCHSAA shall charge \$1 per student enrolled in the participating school. The NCHSAA agrees to reduce annual fees for participating schools by a minimum of 20% when the total fund balance for the NCHSAA and any associated entity is 250% of the NCHSAA's total expenses from the prior fiscal year. The NCHSAA further agrees that it may increase annual fees to participating schools, consistent with State Board Rules, when the total fund balance for the NCHSAA and any associated entity is 150% of the NCHSAA's total expenses from the prior fiscal year. The NCHSAA shall make publicly available at no cost on the NCHSAA's website the fees charged to participating schools for participation in interscholastic athletics activities, including membership in the NCHSAA and post-season game participation.
3. Gate receipts. The NCHSAA shall not retain any amount of gate receipts or ticket sales for any games except for playoff

and state championship games and shall retain no more than thirty three percent (33%) of the net proceeds of playoff and state championship games. Net proceeds shall be defined as those proceeds remaining after the participating and hosting schools and the NCHSAA have been reimbursed for the reasonable costs of hosting and/or participating in the event. As used in this MOU, "playoff and state championship games" shall mean any playoff contest in a bracketed team sport and any regional or state event in an individual sport.

4. Other receipts. Except as provided above with respect to playoff and state championship games, the NCHSAA shall not retain any portion of receipts collected from ticket sales, and shall not retain any portion of receipts collected from concessions or sale of merchandise by a participating school.
5. Intellectual property. The NCHSAA shall not regulate or control the intellectual property of PSUs whose schools participate in NCHSAA activities, including team logos, mascots, and audio or video of any game other than playoff or state championship games.
6. Non-commercial recordings. The NCHSAA shall not restrict the recording of audio or video for personal, non-commercial use at any game, including playoff or state championship games, by any parent of a student participating in the game or any employee of the school competing in the game or event. The NCHSAA may prohibit live streaming of audio or video.
7. Insurance. The NCHSAA shall inform its membership annually of the requirement that covered students and school personnel participating in interscholastic athletic activities have catastrophic insurance. Further, the NCHSAA shall provide information about the availability of such insurance through the Office of the Commissioner of Insurance.
8. Vendors, sponsors, brands, and products. The NCHSAA may provide participating schools information on available opportunities from vendors and sponsors of the NCHSAA. The NCHSAA agrees that it will not designate the use of specific or

preferred vendors or require the use of any single-source or vendor specific contracts for purchases by participating schools.

9. Solicitation. The NCHSAA agrees that it shall not solicit grant funding and sponsorships from third-party organizations, other than for playoff and state championship games.
10. Game attendance. The NCHSAA shall work with participating schools to make reasonable efforts to establish mechanisms for parents and guardians and participating school personnel to view athletic competitions when emergency or catastrophic conditions limit in-person attendance at competitions.
11. FERPA. The NCHSAA shall apply the standards established by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, to all student records containing personally identifiable information in the possession of the NCHSAA. The NCHSAA may publish student information provided by a participating school as directory information unless the participating school indicates that a parent or guardian has opted out of disclosure of that information. Other than directory information, all student records containing personally identifiable information held by the NCHSAA are not disclosable NCHSAA records and shall not be released under the procedures adopted by the NCHSAA pursuant to Section IV.D. of this MOU.
12. Non-conference games. The NCHSAA shall not prohibit or restrict a participating school from scheduling non-conference games during the regular season for such sport. Further, the NCHSAA shall not collect any portion of the sales from such regular season games.

III. SCHOLARSHIPS, GRANTS, AND PROGRAMS

A. Permissible scholarships. The NCHSAA, the Superintendent, and the State Board recognize that interscholastic athletic activities play a valuable role in high school education. Scholarships may broaden access to interscholastic athletic competition for participating schools and student-athletes. In furtherance of its mission to support education through interscholastic athletic activities, the

NCHSAA may (i) provide scholarships to student-athletes to attend institutions of higher learning using donor-directed funds only; and (ii) provide funding for leadership development opportunities and special programs that support the NCHSAA's mission. The NCHSAA agrees to allow the Superintendent access to information about the decision-making process for awarding scholarships and funding for programs.

B. Prohibited scholarships and grants. The NCHSAA acknowledges that state law prohibits the NCHSAA from providing scholarships to student-athletes other than from donor-directed funds, and from providing grants to participating schools, and the NCHSAA agrees not to engage in such activities.

IV. ACCESS AND REPORTING

The Parties agree that communication and transparency will facilitate cooperation between them in furtherance of the common goal of supporting education through high school interscholastic athletics. The Parties therefore agree as follows:

A. Annual audit. The NCHSAA shall engage a reputable independent auditing firm to perform an annual audit and shall submit the audit to the Superintendent no later than March 15 each year. The NCHSAA shall make a copy of the most recent annual audit report publicly available at no cost on its website. For purposes of this provision, a reputable independent auditing firm shall mean a firm that does not provide or render any additional service to the NCHSAA other than the annual audit. Such auditing firm must meet, at a minimum, the standards required by the Local Government Commission for certification to audit local government accounts as provided in N.C. Gen. Stat. § 159-34.

B. State Auditor. The NCHSAA agrees that the State Auditor shall have the authority to audit the NCHSAA pursuant to Article 5A of Chapter 147 of the General Statutes.

C. Annual report. No later than December 1 of each calendar year, the NCHSAA shall report to the Superintendent and the State Board on the following:

1. Activities during the prior school year and recommendations and findings regarding improvement of high school interscholastic athletics;
2. A copy of both the most recent annual audit conducted by the independent auditing firm and any audit conducted by the State Auditor;
3. A schedule of current fees charged by the NCHSAA to participating schools;
4. The amount of fees and gate receipts collected; and
5. The current balance of funds held by the NCHSAA.

D. Access to meetings and records. The NCHSAA is a “public body” for purposes of Article 33C of Chapter 143 of the General Statutes and shall conduct open meetings as required by law. The NCHSAA further agrees to adopt procedures for its operations that are comparable to those of Chapter 132 of the General Statutes, the Public Records Law. Such procedures are set forth in Addendum A to this MOU and shall be enforced by the Superintendent. These procedures shall take effect July 1, 2024, and shall apply to operations conducted and records made or received on or after July 1, 2024.

E. Associated entities. The NCHSAA agrees not to establish, control, or receive funds from an associated entity, as defined in N.C. Gen. Stat. § 115C-407.50(1a), unless that associated agrees to comply with the requirements set forth in N.C. Gen. Stat. § 115C-407.61(a)(12).

V. TERM

A. Term. This MOU shall continue in effect for four (4) years from July 1, 2024 (the “Effective Date”), unless sooner terminated according to this Section V.

B. Renewal. This MOU is renewable for successive terms of four (4) years by agreement of the Parties. If either of the Parties does not intend to renew this MOU, that party shall give written notice to the other party at

least six (6) months prior to the expiration of the term of the MOU then in effect.

C. Amendment. This MOU may be amended by mutual agreement of the Parties.

D. Termination by the Superintendent. If the Superintendent determines that the NCHSAA has failed to comply with the requirements of this MOU, the Superintendent may terminate the MOU upon written notice to the NCHSAA and an opportunity to respond. In the written notice, the Superintendent shall identify all provisions of the MOU with which the Superintendent believes the NCHSAA has failed to comply and shall state the facts and circumstances giving rise to each such failure. The Superintendent shall notify the NCHSAA that it has an opportunity to respond to the written notice, and to cure all identified failures within thirty (30) days of receiving the written notice; provided, however, that in the case of a failure that cannot reasonably be cured within thirty (30) days, Superintendent shall notify the NCHSAA that it must make reasonable, good faith efforts to cure the failure and must report to the Superintendent on those efforts within thirty (30) days of receiving the written notice. If the NCHSAA timely cures such identified failures, or as to failures that cannot reasonably be cured within thirty (30) days, the NCHSAA demonstrates that it is engaged in reasonable, good faith efforts to cure, the Superintendent shall not terminate the MOU. If the NCHSAA does not cure or make good faith efforts to cure within thirty (30) days, the Superintendent shall then have cause to terminate the MOU. Any termination shall not be effective for ninety (90) days from the date on which cause for termination arises. In the event of termination of the MOU during the academic year, the NCHSAA shall return to each participating school a prorated portion of the funds paid by that school for the year as provided by the participating school's contract with the NCHSAA.

E. Termination by mutual consent. Notwithstanding Section V.E, this MOU may be terminated by mutual consent, and under mutually agreed terms, of the Parties.

VI. NOTICES

Any notice required to be given by one of the Parties to the other party under this MOU shall be sufficient if given in writing, by electronic mail addressed as follows:

A. If to the Superintendent:

Allison Schafer
General Counsel
Superintendent of Public Instruction
6301 Mail Service Center
Raleigh, NC 27601-2825
Email: Allison.Schafer@dpi.nc.gov

B. If to the State Board:

Allison Schafer
General Counsel
State Board of Education
6301 Mail Service Center
Raleigh, NC 27601-2825
Email: Allison.Schafer@dpi.nc.gov

C. If to the NCHSAA:

Marilyn Q. Tucker
North Carolina High School Athletic Association
P.O. Box 3216
Chapel Hill, NC 27515
que@nchsaa.org

With a copy to:

Kelly Margolis Dagger
Ellis & Winters LLP
P.O. Box 33550
Raleigh, NC 27636
kelly.dagger@elliswinters.com

EXECUTION COPY

VII. SIGNATURES

Approved this 26th day of June, 2024.

NORTH CAROLINA HIGH SCHOOL ATHLETIC ASSOCIATION

DocuSigned by:

Marilyn Que Tucker

6400A468444A4B1...

By: Marilyn Que Tucker
Commissioner

OFFICE OF THE NORTH CAROLINA STATE SUPERINTENDENT

DocuSigned by:



972337BBCC384D9...

By: Catherine Truitt
State Superintendent of Public Instruction

ADDENDUM A**Procedures Adopted Pursuant to N.C. Gen. Stat. § 115C-407.61(a)(6)**

I. The NCHSAA agrees to comply with the following procedures comparable to Chapter 132 of the General Statutes, the Public Records Law:

A. “Disclosable NCHSAA records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received on or after July 1, 2024, in connection with the NCHSAA’s administration of high school interscholastic athletics among participating schools, except as provided herein.

B. It is the policy of the NCHSAA to provide copies of disclosable NCHSAA records to members of the public for free or at minimal cost. “Minimal cost” means the actual cost of reproducing the records.

C. The following are not disclosable NCHSAA records:

1. Except for directory information, student records containing personally identifiable information, unless the student and, if the student is under 18 years of age, the student’s parent or legal guardian, consents in writing to the release of specific information (provided that consent is not required for the NCHSAA to release such information to the State Board of Education or the Superintendent of Public Instruction);
2. Personnel files of NCHSAA employees, except that the NCHSAA will maintain a record of each employee showing the employee’s name, age, date of original employment by the NCHSAA, the terms of any employment contract with the NCHSAA, current position, title, current salary, date and amount of each salary increase or decrease, date and type of each promotion, demotion, transfer, suspension, separation, or other change in position with the NCHSAA, date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the NCHSAA, and office to which the employee is assigned.

3. Written communications from the NCHSAA's counsel within the scope of the attorney-client privilege;
4. Records that reveal "confidential information," which shall mean the following information:
 - (a) Trade secrets owned by private persons and disclosed to the NCHSAA in connection with the owner's performance of a contract or in connection with a bid, application, or proposal, and which are designated confidential at the time of disclosure to the NCHSAA;
 - (b) An account number for electronic payment;
 - (c) A username or password;
 - (d) A financial account number, credit card number, or debit card number.
5. Records of investigations conducted by the NCHSAA into suspected or reported violations of the rules governing interscholastic athletics;
6. Trial preparation material, including any record, wherever located and in whatever form, that falls within Rule 26(b)(3) of the North Carolina Rules of Civil Procedure, any comparable material prepared for any other legal proceeding, and any comparable material exchanged pursuant to a joint defense, joint prosecution, or joint interest agreement in connection with any pending or anticipated legal proceeding.

D. The Commissioner of the NCHSAA shall be the custodian of disclosable NCHSAA records. Any person or entity who holds disclosable NCHSAA records solely for storage or safekeeping or solely to provide data processing is not a custodian.

1. The Commissioner shall permit any disclosable NCHSAA record in the Commissioner's custody to be

inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law.

2. The NCHSAA may comply with this policy by making NCHSAA disclosable records available online in a format that allows a person to view the record and print or save the record to obtain a copy. If the NCHSAA maintains NCHSAA disclosable records online in a format that allows a person to view and print or save the records to obtain a copy, the NCHSAA is not required to provide copies of these records in any other way.
3. No person requesting to inspect and examine NCHSAA disclosable records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.
4. No request to inspect, examine, or obtain copies of NCHSAA disclosable records shall be denied on the grounds that confidential information is commingled with the requested nonconfidential information. If it is necessary to separate confidential from nonconfidential information in order to permit the inspection, examination, or copying of the records, the NCHSAA shall bear the cost of such separation.
5. Notwithstanding any other provision of this policy, NCHSAA disclosable records related to a proposed business relationship or project may be withheld for so long as their inspection, examination, or copying would frustrate the purpose for which such records were created.

E. Databases purchased, leased, created, or otherwise acquired by the NCHSAA containing disclosable NCHSAA records shall be designed and maintained in a manner that does not impair or impede the NCHSAA's ability to permit the public inspection and examination of disclosable NCHSAA records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the NCHSAA of obsolete hardware or

software. The NCHSAA may satisfy the requirement to provide access to disclosable NCHSAA records in computer databases by making such records in computer databases individually available online in a format that allows a person to view the record and print or save the record to obtain a copy. If the NCHSAA provides access to records under this subsection, the NCHSAA is not required to provide access to the records in the computer database in any other way; provided, however, that the NCHSAA shall also allow inspection of any of such disclosable NCHSAA records that the NCHSAA also maintains in a nondigital medium.

F. The NCHSAA shall not be required to create a computer database to comply with this policy. Nothing in this policy requires the NCHSAA to disclose security features of its electronic data processing systems, information technology systems, telecommunications networks, or electronic security systems, including hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes.

G. Persons requesting copies of disclosable NCHSAA records may elect to obtain them in any and all media in which the NCHSAA is capable of providing them. No request for copies of disclosable NCHSAA records in a particular medium shall be denied on the grounds that the custodian has made or prefers to make the records available in another medium. The NCHSAA may assess different fees for different media as prescribed by law.

H. The NCHSAA does not have “certified” records. The NCHSAA shall not charge a fee for a copy of a disclosable NCHSAA record that exceeds the actual cost to the NCHSAA of making the copy. The “actual cost” means direct, chargeable costs related to the reproduction of a disclosable NCHSAA record as determined by generally accepted accounting principles and does not include costs that would have been incurred by the NCHSAA if a request to reproduce a record had not been made. Notwithstanding the provisions of this subsection, if the request is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by NCHSAA personnel, or if producing the record in the medium requested results in a greater use of information technology resources than that established by the NCHSAA for reproduction of the volume of information requested, then the NCHSAA may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the actual cost incurred for such extensive use of information technology resources or the labor costs of the personnel providing the services, or for a greater use of information technology resources that is actually incurred by the NCHSAA. If anyone requesting

disclosable NCHSAA records is charged a fee that the requester believes to be unfair or unreasonable, the requester may ask the Superintendent or his or her designee to mediate the dispute. The NCHSAA shall not be required to provide copies of any disclosable NCHSAA records without advance payment by the requester of any costs allowed to be charged under this policy.

I. Persons requesting copies of computer databases may be required to make or submit such requests in writing. The Commissioner or designee shall respond to all such requests as promptly as possible. If the request is granted, the copies shall be provided as soon as reasonably possible. If the request is denied, the denial shall be accompanied by an explanation of the basis for the denial. If asked to do so, the person denying the request shall, as promptly as possible, reduce the explanation for the denial to writing.

J. The NCHSAA is not required to respond to requests for records outside of its usual business hours.

K. The NCHSAA is not required to create or compile a record that does not exist. If the NCHSAA, as a service to the requester, voluntarily elects to create or compile a record, it may negotiate a reasonable charge for the service with the requester. Nothing in this policy shall be construed to require the NCHSAA to put into an electronic medium a record that is not kept in electronic medium.

L. Insofar as possible, the NCHSAA shall keep disclosable NCHSAA records in safe places in such arrangement as to be easily accessible for convenient use, and in the buildings in which they are ordinarily used.

II. The Superintendent shall have the authority to enforce the procedures set forth herein. Any complaint about the NCHSAA's compliance with these procedures shall be directed to the Superintendent.

III. The procedures set forth herein shall take effect on July 1, 2024, and apply to the operations of the NCHSAA and the records made or received by the NCHSAA in its operations on or after July 1, 2024.