

GENERAL OBJECTIONS AND CONDITIONS

1. WNA objects to the Requests to the extent that they seek, or a response would disclose, documents or information protected by the attorney-client privilege, the work product doctrine, trade secret laws, or any other privileges or protections to which WNA is entitled.

2. WNA's decision to provide information or documents notwithstanding the objectionable nature of the Interrogatories and Requests should not be construed as:

(a) A stipulation that the material is relevant;

(b) A waiver of the General Objections or the objections asserted in response to specific requests; or

(c) An agreement that requests for similar information will be treated in a similar manner.

3. WNA objects to the Interrogatories and Requests to the extent that they attempt to require WNA to produce documents that are not in its possession, custody, or control.

4. WNA objects to the Interrogatories and Requests to the extent that they are beyond the scope of, or would impose any greater obligation on WNA than would, the Federal Rules of Civil Procedure or any applicable order in this case.

5. WNA objects to the Interrogatories and Requests to the extent that they attempt to require WNA to undertake an unreasonably burdensome investigation or to respond on behalf of persons other than WNA.

6. WNA's investigation with respect to the above-captioned matter is ongoing. It therefore reserves its right to amend and/or supplement the responses to the Interrogatories and Requests.

INTERROGATORIES

Interrogatory No. 1: State the complete factual basis for Defendants' allegations made in ¶¶ 39-42 of Defendants' Counterclaims related to the Internet transmission of WIAA-Sponsored Events, and/or the alleged refusal by WIAA or WWVY to permit internet transmission of WIAA-sponsored tournament events, including without limitation, all persons with knowledge of the events described therein, all persons from the WIAA, WWVY, or the relevant host schools contacted by any of those persons during the time in question, and all documents or other evidence Defendants will rely upon in support of these contentions.

RESPONSE TO INTERROGATORY NO. 1: Dan Flannery, the executive editor of *The Post-Crescent*, and the following people have knowledge of the Internet streaming of the games referenced in ¶ 39 of the Defendants' Counterclaims, and all contacts concerning the newspaper's intention to stream the referenced games:

GREEN BAY PREBLE v. APPLETON NORTH (OCTOBER 28, 2008)	
Brett Christopherson	Sports Reporter, <i>The Post-Crescent</i>
Kate McGinty	(then) News Reporter, <i>The Post-Crescent</i>
Terry Lipshetz	Digital Operations Editor, <i>The Post-Crescent</i>
Brent Engen	Appleton West High School Coach
Dave Pynenberg	Appleton North High School Athletic Director
NEW LONDON v. WAUPACA (OCTOBER 28, 2008)	
Ricardo Arguello	Sports Reporter, <i>The Post-Crescent</i>
Tim Froberg	Sports Reporter, <i>The Post-Crescent</i>
Joel Christopher	Digital Content Editor, <i>The Post-Crescent</i>
APPLETON NORTH v. BAY PORT (NOVEMBER 1, 2008)	
Ricardo Arguello	Sports Reporter, <i>The Post-Crescent</i>
Brett Christopherson	Sports Reporter, <i>The Post-Crescent</i>
Joel Christopher	Digital Content Editor, <i>The Post-Crescent</i>

APPLETON NORTH v. STEVENS POINT (NOVEMBER 8, 2008)	
Ricardo Arguello	Sports Reporter, <i>The Post-Crescent</i>
Brett Christopherson	Sports Reporter, <i>The Post-Crescent</i>
Joel Christopher	Digital Content Editor, <i>The Post-Crescent</i>

John Dye, executive editor of the *Green Bay Press-Gazette* has knowledge about contacts with the host schools concerning the *Green Bay Press-Gazette's* Internet streaming or attempted streaming of football matches identified in ¶¶ 39-40. The athletic director of Stevens Point Area High School has knowledge about the permission that school granted to *The Post Crescent* to stream the November 8, 2008 game referenced in ¶ 39.

Dan Flannery and Brad Zimanek, then-sports editor of *The Post-Crescent*, have information about WWVY's demand for compensation from *The Post-Crescent* for the Internet streaming on the newspaper's website of the November 8, 2008 football game referenced in ¶ 39. Also, John Dye has information about WWVY's demand for compensation from the *Green Bay Press-Gazette* for that newspaper's posting of *The Post-Crescent's* stream of that same football game on the *Green Bay Press-Gazette's* website.

John Dye and Jim Matthews, Photo Editor of the *Green Bay Press-Gazette*, have information about the *Green Bay Press-Gazette* being denied permission to stream the February 24, 2009 first round (Division 2) girls basketball game between Southern Door High School and Green Bay Notre Dame (hosted at West De Pere High School).

Dan Flannery and Joel Christopher have knowledge about *The Post-Crescent* being denied permission by West De Pere High School Athletic Director Rick Smith to stream the November 1, 2008 football game referenced in ¶ 40. Dan Flannery and Brad Zimanek have information about being denied permission to stream the November 8, 2008 Kaukauna High School v. Kimberly High School game referenced in ¶ 40.

Stew Rieckman, editor of the *Oshkosh Northwestern*, and Dave Wasinger, Assistant News Editor/Digital at the *Oshkosh Northwestern*, have information about that publication being denied permission to stream the November 1, 2008 Oshkosh North High School v. Kimberly High School football game referenced in ¶ 40.

Interrogatory No. 2: State the complete factual basis for Defendants' allegations made in ¶ 45 of Defendants' Counterclaims regarding alleged restrictions WIAA has placed on You or any WNA member related to "live blogging," including without limitation, all persons with knowledge of the events described therein, the content these individuals sought to "live blog," whether such content was textual or included photographic images, and all documents or other evidence You will rely upon in support of these contentions.

RESPONSE TO INTERROGATORY NO. 2: WIAA restricts 'live blogging' by members of the news media, including Gannett newspapers and WNA member newspapers, through its Media Policies Reference Guide requiring "rights" payments for Internet blogging and through WIAA invoicing of "blogging fees." Dan Flannery, Peter Fox and John Dye have indirect information about WIAA's attempts to implement or enforce blogging restrictions and fees for the Internet text-only live reporting of WIAA-Sponsored Events.

Rob Hernandez, Prep Sports Editor at the *Wisconsin State Journal*, Mike Davis, Sports Editor at the *Milwaukee Journal Sentinel*, and Todd C. Clark, Director of Communications for the WIAA, have personal knowledge of the circumstances under which WIAA invoiced those entities because of their text-only Internet transmission of live game reports. Transcripts of those transmissions are being produced in response to WIAA's document requests.

Interrogatory No. 3: State the complete factual basis for Defendants' contention that individuals have been deterred from reporting on WIAA-Sponsored Events, whether via text-

only Internet transmission (i.e., live blogging) or otherwise, including without limitation, identification of all instances in which the WIAA has restricted or deterred an Internet transmission or publication, the complete circumstances surrounding the alleged deterrence or restriction, including the date, location, and persons with knowledge of any such instances, and documents or other evidence Defendants will rely upon to support this assertion.

RESPONSE TO INTERROGATORY NO. 3: *See* Response to Interrogatory Nos. 1 and 2. In addition, Peter Fox has information about WNA members who have been deterred by WIAA's threats to withhold credentials to news reporters or who have been deterred by WIAA's Media Guide references to exclusive rights from utilizing Internet streaming to report WIAA-Sponsored Events and from selling photographs taken at those events. It is not possible, however, to detail "the complete circumstances surrounding" each instance of deterrence.

Interrogatory No. 4: State the complete factual basis for Defendants' allegation that WIAA has given preferential treatment or preferential access to WIAA-Sponsored Events to any particular news organizations, including without limitation, identification of all individuals, testimony, documents, or other evidence Defendants will rely upon to support this assertion.

RESPONSE TO INTERROGATORY NO. 4: WIAA grants preferential treatment and access to its contractual partners, including Visual Image Photography, Inc. ("VIP") and American-HiFi, Inc. ("WWWY"), by allowing them access to games and the right to use specific reporting methods without the same restrictions imposed on other members of the news media. WWWWY has been given the "sole discretion," according to the WIAA's Media Guide, to determine "[a]ll permissions granted, policies enforced and fees required" of other news organizations that seek to report WIAA-Sponsored Events by Internet streaming. WIAA also has contracted "to provide preferred credentials *and access* to American-HiFi/When We Were

Young Productions at all WIAA tournament series and championship events and venues.”
(emphasis added).

Dan Flannery, John Dye and Peter Fox have information on WIAA’s preferential policies, which are evidenced by WIAA’s Media Guide and exclusive rights contracts.

Mark Hertzberg, director of photography at *The Journal Times* in Racine has information about WIAA granting unequal access to VIP photographers at state football tournaments as well as WIAA enforcement of its Media Policies Reference Guide’s state basketball tournament rule that “No television or press photography is allowed on the court during pregame warm-ups, during announcing of string line-ups or anytime during the game with the exception of the official WIAA network and videographers,” a restriction that does not apply to the WIAA’s exclusive partners.

Interrogatory No. 5: State the complete factual basis for Defendants’ contention that You, any WNA member, or Gannett have suffered any harm as a result of WIAA policies or practices, including without limitation, a complete description of the alleged harm, identification of the specific entity harmed, and all individuals, testimony, documents, or other evidence Defendants will rely upon to support this assertion.

RESPONSE TO INTERROGATORY NO. 5: Gannett newspapers were harmed by being denied the ability to cover four football matches in 2008 as identified in ¶ 40 of the Defendants’ Counterclaim using their preferred technology. But for this dispute and litigation, moreover, Gannett newspapers would have covered other Tournament events of interest in their respective areas using that technology. All news organizations who would otherwise consider reporting WIAA-Sponsored Events by Internet streaming or selling photographs taken at those events are harmed by the WIAA’s exclusive rights contracts, as are members of the public.

WNA members have been harmed by being invoiced for providing blogging coverage of football tournament events, with the implicit threat that failure to pay might jeopardize their ability to attend and report on future WIAA-Sponsored Events.

Interrogatory No. 6: Identify the complete circumstances surrounding any instances Defendants are aware of in which the WIAA has denied You or any other member of the media entry to WIAA-Sponsored Events, entry to designated media facilities of WIAA-Sponsored Events, or media credentials that would permit entry to WIAA-Sponsored Events, including without limitation, identification of all individuals with knowledge of the alleged denial, all documents or other evidence related thereto, and the specific way in which WIAA denied such entry.

RESPONSE TO INTERROGATORY NO. 6: WNA is not aware of any instance in which WIAA has denied Defendants or other members of the news media entry to a WIAA-Sponsored Event, entry to designated media facilities of WIAA-Sponsored Events, or media credentials permitting entry to a WIAA-Sponsored Event.

WNA alleges, however, that WIAA uses exclusive rights contracts to unlawfully discriminate against and among news organizations with respect to the content of and their preferred methods for reporting on WIAA-Sponsored Events. *See also* Responses to Interrogatory Nos. 1, 2 and 4.

Interrogatory No. 7: Describe in detail the structure and organization of the WNA, including without limitation, the structure and membership of the governing body, directorship, or other leadership institutions or decision-making bodies, the relationship between that leadership and the rest of the organization, and the relationship between the organization and member newspapers.

RESPONSE TO INTERROGATORY NO. 7: Information about the WNA's organization can be found in the WNA Member Directory, which is being produced in response to WIAA's document requests, and on its website. Additionally, WNA, through counsel, provided Mr. O'Brien a copy of the WNA bylaws on December 3, 2008 which contains additional information about WNA's structure and organization.

Interrogatory No. 8: Identify the complete circumstances surrounding any instances Defendants are aware of in which the WIAA has denied or restricted You or any other member of the media from publishing in any form, whether via the Internet or print, any written account of any WIAA-Sponsored Event, including without limitation, identification of all individuals with knowledge of the alleged denial or restriction and all documents or other evidence related thereto.

RESPONSE TO INTERROGATORY NO. 8: WNA is not aware of any instances of pre-publication censorship by WIAA of written accounts of WIAA-Sponsored Events. WIAA has, however, unlawfully invoiced WNA members for their Internet reporting on WIAA-Sponsored Events (*see* Response to Interrogatory Nos. 1 and 2 above) and has asserted in its initial pleading in this action "that it has ownership rights in any...writing, drawing or other depiction or description of any...athletic event that it sponsors..." Similarly, WIAA asserts in the Media Guide that "Any account/transmitting of real-time video, audio, digital images *or data* is prohibited on-site or off-site without consent of WIAA." In the Media Guide, WIAA also asserts the right to permit or deny permission to post web logs based on WIAA's own determination of whether the content consists of "continuous play-by-play accounts of game or event action."

Interrogatory No. 9: State whether you contend that the venues or facilities in which WIAA-Sponsored Events are held constitute a public forum, and if so, state the complete factual basis for this contention, including without limitation all persons with knowledge of the facts, and all documents or other evidence Defendants will rely upon in support of this contention.

RESPONSE TO INTERROGATORY NO. 9: The facilities in which WIAA-Sponsored Events are held are open generally to members of the public to attend as spectators of the sporting events being conducted there. In addition, those facilities are held open to news organizations as designated or limited public forums for the purpose of reporting on those sporting events, as evidenced by the WIAA's Media Guide. Every reporter who has sought and received credentials to cover WIAA-Sponsored Events, as well as their editors, has knowledge of these facts.

Interrogatory No. 10: State whether you contend that WIAA-Sponsored Events are newsworthy events, and if so, state the complete factual basis for this contention, including without limitation all persons with knowledge of the facts, and all documents or other evidence Defendants will rely upon in support of this contention.

RESPONSE TO INTERROGATORY NO. 10: WNA objects to the scope of this interrogatory as being overbroad. Individual sports editors determine what is newsworthy and the extent to which they will devote time and resources to covering an event. That WIAA-Sponsored Events are considered newsworthy by sports editors is evidenced by the content of newspaper, broadcast and Internet sports reports statewide during any such event and by the expanded coverage sports editors have chosen to give these events over the years.

Interrogatory No. 11: State whether you contend that WIAA policies limit public access to WIAA-Sponsored Events, and if so, state the complete factual basis for this contention,

including without limitation all persons with knowledge of the facts, and all documents or other evidence Defendants will rely upon in support of this contention.

RESPONSE TO INTERROGATORY NO. 11: WNA objects to this interrogatory on the basis that “public access” is ambiguous. Without waiving the objection, WNA responds that WIAA policies limit public access to news reports concerning WIAA-Sponsored Events to the extent that WIAA restricts newsgathering activities through exclusive rights contracts. WNA does not contend that WIAA has unlawfully limited public attendance at WIAA-Sponsored Events.

Interrogatory No. 12: State whether you contend that WIAA should treat Internet streaming the same as radio broadcasts of WIAA-Sponsored Events, and if so, state the complete factual basis for this contention, including without limitation all persons with knowledge of the facts, and all documents or other evidence Defendants will rely upon in support of this contention.

RESPONSE TO INTERROGATORY NO. 12: WNA maintains that WIAA should treat Internet streaming the same as it treats radio broadcasts of WIAA-Sponsored Events to the extent that WIAA has no exclusive radio broadcast partner and applies its media policies equally to all broadcasters interested in radio coverage of those events as time, place and manner restrictions.

Interrogatory No. 13: State the complete factual basis for the allegations in Paragraph 7 of Your Counterclaim regarding WNA members’ coverage of high school sports, including without limitation all persons with knowledge of the facts, and all documents or other evidence Defendants will rely upon in support of this contention.

RESPONSE TO INTERROGATORY NO. 13: WNA objects to the scope of this interrogatory as being overbroad. Without waiving its objection, news readers statewide know that “WNA members have covered Wisconsin high school sports from their inception,” as alleged. Verification is available in the local newspaper archives of every public library in the state and the Wisconsin State Historical Society. In addition, Peter Fox has knowledge of the history of WNA members’ coverage of Wisconsin high school sports and additional information about WNA members’ more recent coverage of interscholastic high school competitions can be obtained from WNA members’ websites and in print publications available at newsstands throughout Wisconsin.

Interrogatory No. 14: State the complete factual basis for the allegations in Paragraph 8 of Your Counterclaim regarding WNA members’ reporting of high school sports over the Internet, including without limitation all persons with knowledge of the facts, and all documents or other evidence Defendants will rely upon in support of this contention.

RESPONSE TO INTERROGATORY NO. 14: See Response to Interrogatory No. 13.

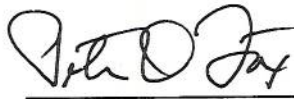
Interrogatory No. 15: State the complete factual basis for the allegations in Paragraph 11 of Your Counterclaim regarding Gannett’s newspapers reporting of high school sports over the Internet, including without limitation all persons with knowledge of the facts, and all documents or other evidence Defendants will rely upon in support of this contention.

RESPONSE TO INTERROGATORY NO. 15: WNA objects to the scope of this interrogatory as being overbroad. Without waiving its objection, information about each Gannett newspaper’s online and print reporting of high school sports can be obtained by reviewing each Gannett newspaper’s Web site and print publications. All of the employees and readers of these newspapers have knowledge of these facts.

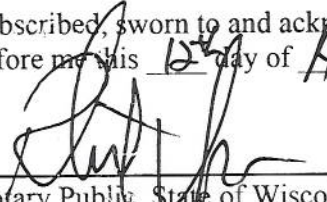
As to Responses:

Dated: 12 Aug., 2009.

WISCONSIN NEWSPAPER ASSOCIATION,
INC.

By: 

Subscribed, sworn to and acknowledged
before me this 12th day of Aug.; 2009.



Notary Public, State of Wisconsin
My Commission expires: is permanent.

As to Objections:

Dated: 17 Aug, 2009.



Robert J. Dreps
Monica Santa Maria

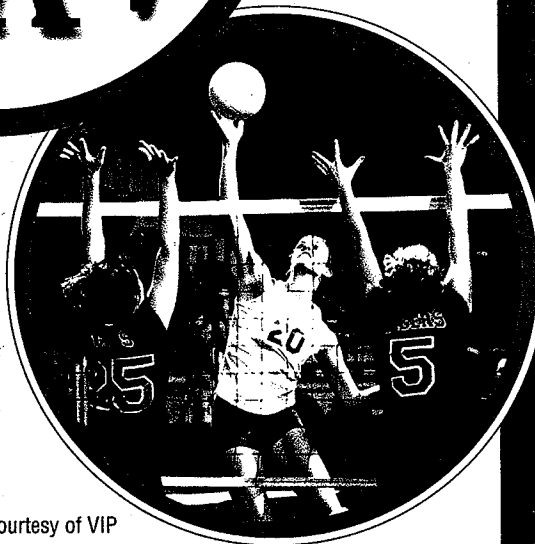
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EXHIBIT 20

Wisconsin
Interscholastic Athletic Association

2008-09



All photos courtesy of VIP

Senior High School

Handbook

- b. One-third of the enrollment of Grades 10-12, if there is more than one school with Grades 10-12 students in the district.
- 2) The Board of Control shall have authority to adjust enrollment figures in unusual situations (such as consolidation, formation of new school, gain or loss of district, etc.), provided such information is made known before September 15 of each year.
- 3) The enrollment of schools consisting of students of only one sex shall be doubled to determine its classification.

Section 4 – Dues

- A. Member schools shall pay annual dues to the Association in conjunction with filing membership renewal application forms at the beginning of each school year.
 - 1) Dues shall be payable by October 15 each year.
 - 2) The amount of dues for senior and middle level members shall be based on the size of schools in three classifications (large, medium, and small) and determined annually by the Board of Control.

The senior high dues for the current year are: \$100 for Large schools, \$75 for Medium schools, and \$50 for Small schools PLUS for all schools \$50 for each boys and girls sport sponsored interscholastically, including each team in a cooperative team. Middle level dues are \$50.

Section 5 – Expulsion

- A. A member school may be expelled from this Association by a majority vote at the Annual Meeting provided that:
 - 1) Reasons for expulsion are presented, in writing, by the Board of Control at such Annual Meeting.
 - 2) Charges in connection with expulsion are presented by the Executive Director to the administrator or principal of the school involved at least ten days before the date of such Annual Meeting.

Section 6 – Voluntary Resignation

- A. A school that voluntarily terminates membership in the Association shall be denied readmission for a period of four (4) school years.

Article IV – Annual Meetings

Section 1 – Location

- A. The Board of Control shall designate a time and place for a High School Annual Meeting and a Junior High/Middle Level Annual Meeting for the purpose of conducting the business of this Association.

Section 2 – Notice

- A. Written notice of the Annual Meeting shall be provided appropriate level member schools at least 30 days prior to the date of the Annual Meeting.

Section 3 – Vote

- A. Each appropriate level member school shall be entitled to one vote at the Annual Meeting, and this vote must be cast by the administrator, principal, or another person designated by the local Board of Education or recognized governing body.

Section 4 – Emergency

- A. The Board of Control may call a special meeting of the membership for emergency reasons, but not earlier than 30 days from the first notice of such a meeting.

Article V – Board of Control Organization

Section 1 – Membership

- A. Executive and administrative powers of this Association shall be vested in a committee of eleven members, to be known as the Board of Control.
 - 1) Ten of the members shall be administrators, assistant administrators, high school principals, or assistant high school principals. Seven of the ten members shall each represent one of the districts comprised of the high schools listed hereafter. One of the ten members shall be an at-large representative of whichever gender has fewer memberships at the election announcement date for this position. One of the ten members shall be an at-large representative of ethnic minority origin as defined in the following note:

Note: A person having origins in black racial groups of Africa; Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race; Asian; Pacific Islander; American Indian; or Alaskan Native.

One of ten members shall be an at-large eligible administrator of a member nonpublic school.

Note: Candidates must have (1) Department of Public Instruction licensure allowing placement in the eligible set, (2) must be employed in a qualifying position and (3) cannot be members of the teachers' bargaining unit.

- 2) One member shall represent the Wisconsin Association of School Boards, and that organization shall determine the procedure of selecting its representative.

E. The duties of the treasurer:

- 1) Maintain a complete record of Association finances, including investments.
- 2) Approve by signature all disbursements of the Association.
- 3) Authorize investments of Association funds, only in such properties and securities approved by the statutes of the state of Wisconsin, for investments by domestic life insurance companies.

Article VI – Powers and Duties of the Board of Control

Section 1 – Executive Director

A. The Board of Control shall employ an Executive Director (not a member of the Board) and may authorize that person to make decisions as necessary for the proper operation of Association business. The Board may provide office facilities for conducting Association business, and approve assistants to the director and other employees necessary for the administrative work of the Association.

Section 2 – Authority

A. The Board of Control shall have general control over all activity and persons involved with the official school teams in any sport sponsored by this Association.

- 1) The Board shall have sole authority to interpret the provisions of the CONSTITUTION, BYLAWS, and RULES OF ELIGIBILITY, and any other regulations which are adopted.
- 2) The Board shall have the authority to make changes, whenever necessary, in rules and regulations of this Association, except the CONSTITUTION, BYLAWS, and RULES OF ELIGIBILITY.
- 3) The Board shall hear all appeals of decisions by the Executive Director, within provisions of the WIAA appeal process, and have authority to grant relief in case of emergency or if extenuating circumstances are involved.

Section 3 – Penalties

A. Any of the following penalties may be imposed upon member schools, which violate Association rules and regulations, if such action is regarded as necessary for maintenance of discipline:

- 1) Suspension of membership for not more than one year.
- 2) Probation for not more than one year.
- 3) Denial of participation in Association tournament program.
- 4) Denial of any area of Association services and benefits.
- 5) Monetary fine equal to Association expense incurred in any investigation and actual reimbursement of costs resulting from the violation.
- 6) Forfeiture (team sports) of contests won by school or (individual sports) of points/places won by individuals.
- 7) Loss of conference affiliation.

Note: All parties concerned may be convened after 48 hours of notice to consider charges filed against a member school.

Section 4 – Benefit Plan

A. The Board of Control may operate a Benefit Plan for the purpose of assisting in the payment of costs incurred for treatment of injuries sustained in interscholastic athletics, normal school attendance, and other school-sponsored activities.

Section 5 – Middle Level

A. The Board of Control shall establish modified rules and regulations, where necessary, for the middle level school interscholastic athletic program with the assistance of a Middle Level Council.

Section 6 – Co-ed Competition

A. The Board of Control shall prohibit all types of interscholastic activity involving boys and girls competing with or against each other, except (a) as prescribed by state and federal law and (b) as determined by Board of Control interpretations of such law.

Section 7 – Incorporation

A. The Board of Control may take steps, if it deems it necessary, to incorporate this Association.

Section 8 – Pension Fund

- A. The Board of Control shall maintain a pension fund for its employees.

Section 9 – Game Officials

- A. The Board of Control shall license game officials for interscholastic competition, and have the authority to determine qualification for membership, procedure for advancement, and conditions for revocation, suspension, or probation of license.

Section 10 – Conference Alignment

- A. The Board of Control has the authority to take action to bring about a reasonable conference affiliation and relationship for member high schools.

Note: It is not the intent to make wholesale changes in existing conference lines. It should be understood, however, that there could be shake-ups in areas where conference affiliation problems are particularly acute, and it may not be realistic to find a solution for every member school.

- B. For inclusion in a conference, any member high school, either through co-op application or by singular sponsorship, must offer one sport for boys and one sport for girls in the fall, winter, and spring. Schools that are not coeducational must adhere to a similar single-gender requirement.

Section 11 – Cooperative Teams

- A. The Board of Control has authority to approve cooperative team sponsorship (one team in a given sport involving two or more member schools) under the following conditions:

- 1) The schools involved must be in the same geographical area.
- 2) The agreement for a cooperative team must specify two school years, but that agreement may be terminated by the Board of Control for documented extenuating circumstances.
- 3) Applications for initial approval, or renewal of approval of a cooperative team, must include a completed and signed Cooperative Team Request Form, reflecting:
 - a. Approval of involved schools.
 - b. Approval of involved Board(s) of Education or Governing Bodies.
 - c. Approval of conference in which the cooperative team will participate.
 - d. The program will adhere to a no-out policy.

- 4) Total enrollment of schools involved in cooperative team will determine classification of competition in WIAA tournament series.

- 5) Requests, for approval or dissolution, must meet the following deadline dates to be considered for the subsequent school year:

Fall Sports – February 1

Winter Sports – April 1

Spring Sports – June 1
and Summer Baseball

Section 12 – Dissolution

- A. Upon dissolution or final liquidation of the Association, the assets of the Association remaining after payment of its obligations shall have been made or provided for shall be transferred exclusively for the purposes of the Association in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any later or future United States Internal Revenue Law), as the Board of Control shall determine.

Article VII – Advisory Council Organization

Section 1 – Membership

- A. A committee of 18 members to be known as the Advisory Council shall be established to represent member schools as follows:

- 1) Five members to represent the large size schools.
- 2) Five members to represent the middle size schools.
- 3) Five members to represent the small size schools.

Bylaws

For the convenience of readers, new rules and rules clarifications in the Constitution, Bylaws, and Rules of Eligibility have been highlighted (shaded areas).

Article I – Sports Program

Section 1 – The Recognized Sports of this Association shall be:

- A. Baseball, basketball, cross country, football, golf, hockey, soccer, swimming & diving, tennis, track & field, volleyball, and wrestling for boys, and basketball, cross country, golf, gymnastics, hockey, soccer, softball, swimming & diving, tennis, track & field, and volleyball for girls.

Section 2 – Requirements

- A. All requirements for WIAA recognized sports as contained in Association Bylaws, Rules of Eligibility and Season Regulations shall be adopted for member school sponsored programs.

Section 3 – Adding or Eliminating

- A. The Board of Control shall have authority to add or eliminate a sport.

Section 4 – Exceptions

- A. Until a sport has reasonable participation on the part of member schools, the Board of Control shall have authority to make exceptions to rules as necessary for the satisfactory sponsorship of such a sport.

Section 5 – WIAA Tournament Entry

- A. A member school must have an officially-adopted program in a sport in order to enter a team and/or individuals in the WIAA tournament series of that sport.
- B. Requests to add a team into WIAA tournament competition must be received in the WIAA office by the following deadline dates to be included in the subsequent year's tournament program:

Fall Sports – February 1

Winter Sports – April 1

Spring Sports – June 1
and Summer Baseball

Section 6 – Non-WIAA Sports

- A. Schools may conduct interscholastic competition in sports other than those herein listed (except boxing which is prohibited), but rules and regulations of the Association do not apply to competition in such other sports.

Policy on Sport Recognition and WIAA Tournament Sponsorship

1. The Board of Control may consider adding a new sport to the list of recognized and regulated activities at such a time as 25 schools (5%) of the membership are participating in that sport at the same time of the year and indicate an interest in WIAA involvement.
2. A WIAA-sponsored tournament series leading to state team and, where applicable, individual champions will be provided at such a time as at least 51 schools (10%) of the total membership are participating in that sport at the same time of the year and indicate an interest in such a tournament series.
3. Sports which at any time do not qualify under the 10% and 5% standards are reviewed annually by the Board of Control for purposes of determining future tournament and, where applicable, recognition status.
4. If two or more schools have the same enrollment and that enrollment is the dividing point of a division, enrollment of the previous year(s) will be used. In football, enrollment as of the third week in September of the current year will be used to break the tie.
5. A school does not have the prerogative of competing in a higher classification than its enrollment, but the Board of Control may grant an exception for schools belonging to the same school district and competing in the same conference.