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## VIII. Violations of Codes/Policies and Due Process

### A. INTRODUCTION

It is the responsibility of the Keystone Regional Volleyball Association (“KRVA”) Board with the support and aid of the Regional Office to administer volleyball within the Keystone Region. The following policies and procedures shall apply to matters involving any and all disputes concerning alleged violations of codes or policies created by the KRVA’s Board of Directors applicable to Region members as defined in the Region’s Operating Codes and By Laws and by USA Volleyball (“USAV”). Such codes and policies include without limitation: codes and policies established by the KRVA Board, a Region Division Chair, or the Region Office. Codes and policies are contained in the Region Documents or otherwise published (paper, web site or email sent by the regional office) and available to Region members; the USAV Code of Conduct; USAV Coaches’ Code of Conduct; and USAV or Region tournament text, forms or manuals. It is express intention of KRVA to enforce all applicable Codes and policies as to any KRVA Member, even if they are registered with, or employed by an additional athletic association, athletic organization, public school, or private school, and regardless of the geographic location of the KRVA Member.

For the purposes of this process, the following definitions will apply.

**Mediation:** An attempt to bring about an amicable settlement or compromise between the parties through the objective intervention of a neutral party.

**Arbitration:** The process by which the parties to a dispute submit their differences to the judgment of an impartial person selected under the applicable rules of the arbitration service utilized.

### B. COMPLAINT PROCEDURE

1. When a dispute arises, or a KRVA member has violated, or is being accused of violating a code or policy, such disputes and/or violations may require action by KRVA. Upon receipt by the KRVA Commissioner of notice of possible disputes or violations, the KRVA Commissioner, or the KRVA Commissioner in consultation with the Administrative Board, or the KRVA Commissioner in consultation with the entire Board of Directors, with all manner of consultation being in the KRVA Commissioner’s sole and absolute discretion, shall promptly investigate and may take appropriate action, if any, as suggested by the facts, precedent, or published Codes, policies and procedures. Any adverse action undertaken shall be communicated as soon as possible to the affected individual, team, or club in a Decision Letter as described in Paragraph C., below. Should no adverse action be undertaken, the form and manner of the follow-up communication, if any, shall be determined by the KRVA Commissioner in the KRVA Commissioner’s sole and absolute discretion

2. The Region’s purpose is to promote the development and growth of volleyball. The

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KRVA Board of Directors, with the support and aid of the KRVA Business Office, will serve its members and foster the growth of all aspects of volleyball. KRVA's policies, and procedures are in place to protect and preserve the rights, privileges, and integrity of KRVA Members, and sanctioned activities, objectively and fairly. It is the duty of the KRVA to obtain just and fair results when a KRVA member or team is accused of wrong-doing within the Region. As a private body, the KRVA does not follow the Federal Rules of Evidence, but shall accord weight to evidence based on its substance and on common sense.

3. KRVA's procedures for complaints, fines, sanctions, and due process shall not apply to conflicts between clubs or teams and parents or players concerning club, team, or player fees, playing time, or other matters not directly involving KRVA, USAV, or their respective codes and policies unless the safety of a KRVA Member is implicated.

4. Timeliness: For the best interests of all parties, reasonable timeliness shall be a priority at all levels of consideration.

5. In the event that, the safety of a KRVA member is implicated, or, physical or other substantial injury, has resulted, or the accused was clearly caught in the act of a serious wrongdoing relevant to volleyball, an immediate penalty, sanction, or fine may be imposed against the accused. Also, in that event, the KRVA Commissioner, after conferring with the Administrative Board, may impose a temporary sanction after careful consideration of the evidence and situation developed and known at that time. Any such action shall be stated in writing delivered to the accused.

6. If an individual moves into the Region, or a team attempts to register in the Region, subject to the sanctions of another Region which offers due process and has a procedure for appealing from sanctions, KRVA shall respect and observe the other Region's sanction for the balance of its term (regardless of whether the individual or team exercised such appeal process).

#### C. DECISION LETTERS

The Commissioner, or Region's legal counsel, shall prepare a writing to the accused party summarizing the allegation precipitating the matter, the relevant policies and code sections, the evidence considered, the decision reached, and, if a sanction is imposed, the process for appeal. Decisions shall be made as soon as possible after a matter is opened and a notification letter to an accused party shall be prepared and transmitted by United States Postal Service, Certified Letter and email promptly thereafter.

#### D. PENALTIES/FINES

The KRVA Commissioner, or the KRVA Commissioner in consultation with the Administrative Board, or the KRVA Commissioner in consultation with the entire Board of Directors, with all manner of consultation in the KRVA Commissioner's sole and absolute discretion, shall have the right to determine and assess Disciplinary Options

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for all disputes, violations of KRVA, or USAV rules, codes of conduct, ethics and eligibility, posted KRVA policies and rules in KRVA manuals including, but not limited to the potential illustrative list of sanctions:

1. Admonition: Formal or Informal Warning;
2. Probation: Subject to such terms and conditions as may be proscribed;
3. Penalties/Fines:
  - a. Up to \$100.00 per person, per event,
  - b. Up to \$150.00 per team; and/or
  - c. Up to \$300.00 per club.

*All fines must be paid to the Region through the Regional Office. The Region will pay the fine into one of the Region's grant giving funds. Unless otherwise directed, any player, team or club having unpaid fines, will have their membership suspended until such fine(s) are paid in full, or maintained on an installment payment plan as approved by the Commissioner. Team or Club unpaid fines are the responsibility of the club director and their administrators. Those memberships are subject to suspension for unpaid fines.*

4. Predefined sanctions (Minimum, but not limited to, depending on severity, or \_\_\_\_\_ number of offenses):

a. Missing work assignment:

- i. First occurrence: \$75 per team/per work assignment.
- ii. Second occurrence same season: \$150 per team/per work assignment and a 2- month suspension of head coach.

b. Coach not IMPACT certified on bench: Probation of club director and a two (2) month suspension of coach unless within "grace period" as \_\_\_\_\_ defined in KRVA operating codes.

c. Electronic voting violation as defined in the electronic voting document.

d. Conflict of Interest violation: Three (3) month suspension.

e. Code of Ethics violation: maximum suspension as defined by the operating codes, plus maximum fine as defined by the KRVA operating \_\_\_\_\_ codes.

f. Missing tournament without notifying TD at least three (3) days in \_\_\_\_\_ advance; forfeiture of fee, plus \$100 fine.

5. Suspension: Individuals, clubs or teams may be suspended from:

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- a. EVENTS: any or all specific KRVA run or sanctioned event(s) for a period of up to one (1) year.
- b. MEMBERSHIP PRIVILEGES. Suspension of ALL KRVA (USAV) Membership privileges for a period of up to three (3) years.
- c. SUBSEQUENT OFFENSES. For second and subsequent offenses, suspensions of up to one (1) additional year for each offense may be added, to be served consecutive to any prior unexpired suspensions.
- d. NATIONAL REPORTING. Any suspension of membership privileges will be reported to the National Office of USA Volleyball, and to all USA Volleyball Regions for enforcement purposes. Under USAV rules, suspension in a member's home region renders the individuals, teams or club's ineligible for membership in a Regional Volleyball Association, or for any USAV registration.
- e. LIFETIME INELIGIBILITY. Major misconduct, or multiple offenses, may subject the violator to lifetime ineligibility of KRVA membership and USAV Membership Registration.

#### E. CONTINUITY OF SANCTIONS

Once due process has been completed and sanctions have been duly assessed by the presiding KRVA Board or individual member, no subsequent Board or Board member shall be empowered to rescind, pardon, or otherwise set aside the sanctions imposed.

#### F. APPEALS

1. Decisions of the KRVA Commissioner, Administrative Board or KRVA Board of Directors, may be appealed by the aggrieved party. All appeals must be submitted in writing, sent by certified letter from United States Postal Service to the Region Office and by email to the Regional Commissioner. Notification of the appeal must be received by the Office within ten (10) days after receipt of the Decision Letter by the accused party. The appealing party must also submit a One Thousand (\$1,000.00) Dollars deposit to begin the appeal process.

2. The appeal shall be heard by the American Arbitration Association, or any successor from time-to-time designated by the Region. Upon receipt of the appeal and a One Thousand (\$1,000.00) Dollars deposit, the Region will proceed by forwarding the appeal to the American Arbitration Association, or any successor from time-to-time designated by the Region. The deposit will be held by the Region until the appellant directs transmission of the funds to the American Arbitration Association, and designates whether the deposit shall be used to satisfy the appellant's equal share of mediation costs, or equal share of

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arbitration costs. The appellant is notified that the \$1,000.00 deposit does not constitute a payment in full for the services provided the American Arbitration Association, or any successor from time-to-time designated by the Region. Appellant's equal share of the mediation costs, or equal share of arbitration costs, may exceed the \$1,000.00 deposit posted.

3. Upon the filing of any appeal, the Region and the parties to the appeal shall first endeavor, in good faith, to resolve the issue(s) amicably by way of a telephonic conference call, or face-to-face meeting. In the event that the appeal is not resolved by the relevant parties to the appeal after the telephonic conference call or face-to-face meeting, the appeal shall first be referred to mediation pursuant to the clauses set forth in Paragraphs below.

4. The Region and the parties to the appeal shall cooperate with the American Arbitration Association, or any successor from time-to-time designated by the Region, and with one another in selecting a mediator from the service's panel of neutrals and in scheduling the mediation proceedings. The Region and the parties to the appeal agree that they shall participate in the mediation in good faith and that they shall share equally in the mediation's costs. The appellant may direct that the \$1,000.00 deposit held by the Region be applied towards the appellant's equal share of the mediation's total costs, or appellant may separately pay from other funds for the appellant's equal share of the mediation's total costs.

5. All offers, promises, conduct and statements, whether oral or written, made in the course of the good faith resolution provisions of Paragraph 3, above, or in any mediation session by any of the parties to the appeal, the Region, as well as by their respective agents, employees, experts and attorneys, and by the mediator, or any of the mediator's employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

6. Any party may proceed to arbitration with respect to the matters submitted in the appeal at any time following the initial mediation session, or at any time following 45 days from the date of filing the appeal with the American Arbitration Association, or any successor from time-to-time designated by the Region, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the timely commencement of arbitration under this Paragraph F.6., if the parties so desire. The Region and the parties to the appeal agree that they that they shall share equally in the arbitration's costs. The appellant may direct that the \$1,000.00 deposit held by the Region be applied towards the appellant's

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equal share of the arbitration's total costs, or appellant separately pay from other funds for the appellant's equal share of the arbitration's total costs.

7. At no time prior to the Earliest Initiation Date shall any party proceed to arbitration or litigation, except to seek emergency injunctive relief in a court of competent jurisdiction to pursue a provisional remedy to redress immediate irreparable harm, or by agreement of all the parties allowing arbitration or litigation to commence on a date prior to the expiration of the Earliest Initiation Date. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph F.4. above.

8. The appeal shall be decided by arbitration conducted by a single arbitrator. The arbitrator shall issue his or her decision by way of a written award. The arbitrator may award the arbitration's costs to the substantially prevailing party and assess the arbitration's costs within the written award. The parties shall each bear their own attorney's fees within the arbitration, and the arbitrator shall not issue an award of attorney's fees within the written award. The judgment on the award rendered by the arbitrator shall be considered binding on all parties, and may be entered in any court having jurisdiction thereof.

9. The Region and parties to the appeal shall maintain the confidential nature of the appeal, arbitration proceeding and the award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

10. Any such award shall be communicated as soon as possible to the Region and the parties to the appeal. Such award shall particularly describe the decision to uphold or dismiss any previously applied sanctions.

11. The arbitration and the rights of the Region and parties to the appeal hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of conflict or choice of law rules.

12. The Region and the parties to the appeal agree that any arbitration conducted pursuant to the terms of this Operating Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §1-16), as amended.

14. Nothing set forth herein shall be used, or construed, to bar the Region or a party to the appeal from seeking emergency injunctive relief in a court of competent jurisdiction to pursue a provisional remedy to redress immediate irreparable harm.

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## G. FINAL APPEAL

The United States Volleyball Association provides that the only appeal from a decision of the Region Board shall be to the United States Volleyball Association National Ethics and Eligibility Committee and only for a determination of whether the accused received due process.

## H. USAV SAFESPORT PROGRAM MATTERS

1. The following policies and procedures shall apply to all matters that involve United States Volleyball Safesport Program.
2. Definitions
  - a. “Covered Individual” shall mean, for the purposes of this Section H: (1) all those persons registered within KRVA as Participant Members, players, coaches, referees, officials, and expressly includes all volunteers; (2) all persons serving as a member of KRVA’s Board of Directors, any KRVA committee or section, or in any other similar positions appointed by KRVA; (3) all coaches, referees, officials or staff (including trainers, physicians, equipment managers) for any KRVA registered team, camp, or program; (4) all USA Volleyball national level staff; and (5) any person that is elected, or appointed by USA Volleyball, or by KRVA, to a position of authority over players, or that has frequent contact with players. A Covered Individual remains as such, even if registered with, or employed by an additional athletic association, athletic organization, public school, or private school, and regardless of the geographic location of the Covered Individual.
  - b. “USCSS” shall mean and refer to the U.S. Center for SafeSport (or any successor otherwise named entity recognized by the United States Olympic Committee).
3. **All USAV Safesport Program matters are expressly excluded from the KRVA Due Process procedures set forth within the KRVA By-Laws, at Section VIII. Paragraphs A. through G.** The following shall be the sole and exclusive procedures applicable to all USAV Safesport Program matters:
  - a. **Reporting**

In the event that any Covered Individual under the jurisdiction of the U.S. Center for SafeSport (“USCSS”) is alleged to have violated the USA Volleyball SafeSport Policy prohibiting sexual

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abuse or misconduct (see current edition of USA Volleyball SafeSport Program Handbook and USCSS Policies & Procedures), or in the event that KRVA receives a report, which it is required by the USOC to be referred to the USCSS, then KRVA shall immediately report and refer such matter to USCSS, and notify USA Volleyball of the referral. **The duty to report to USCSS and USCSS's jurisdiction to investigate shall not supersede any local, state, or federal reporting requirements or jurisdiction, and shall not affect or impair the ability of any person that reports to the USCSS from also reporting to the appropriate local, state or federal authorities.** In addition, nothing set forth herein shall be construed to supersede any provisions of Pennsylvania's Child Protective Services Law, at 23 Pa. C.S.A. §6301, et seq., as amended.

**b. Investigation/Discipline/Adjudication**

The USCSS shall have jurisdiction and authority to investigate allegations or reports of sexual abuse or misconduct and of any allegations of violations of USA Volleyball's SafeSport Policies that are reasonably related to and accompany a report of allegations of sexual abuse or misconduct, to issue any interim suspension or measures pending conclusion of the investigation, to make recommendations of sanctions or disciplinary action as a result of such investigation, and to adjudicate such matter according to the USCSS procedures for adjudication. KRVA shall not engage in its own investigation or disciplinary process related to any allegations or reports that are within the jurisdiction of USCSS. However, KRVA may issue a Summary Suspension, which shall be effective until such time as USCSS has exercised jurisdiction over the matter and made a determination related to a person's eligibility pending the investigation and adjudication process.

**c. Appeals**

There shall be no appeals of any decisions adjudicated by USCSS except through arbitration with the applicable arbitration body in conformance with the Supplementary Rules for U.S. Olympic SafeSport Hearings or other applicable USCSS or USOC governing documents in effect at such time.

**d. Enforcement of USCSS Sanctions**

Upon the issuance by USCSS of any interim or permanent suspension, disciplinary action, sanction or other measures, after conclusion of the adjudicative process or by agreement with a Covered Individual subject to suspension or other sanction, KRVA shall enforce such suspension, measures or other sanctions throughout all its programs. In addition, KRVA shall enforce any



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suspension or other sanction issued by the USCSS even if arising from allegations outside of USA Volleyball programs, or outside the KRVA territory.

**e. Related SafeSport Violations**

The delegation of authority and jurisdiction to USCSS as set forth above, shall also include the investigation and issuance of sanctions related to allegations of other violations of USA Volleyball SafeSport Program Handbook Policies (physical abuse, emotional abuse, bullying, harassment and hazing) that are reasonably related to and which accompany an allegation that involves sexual abuse or misconduct. Additionally, in USA Volleyball's sole and absolute discretion, the USA Volleyball national office may request that USCSS accept jurisdiction of matters that **do not** involve sexual abuse or misconduct, but do involve allegations of physical abuse, emotional abuse, bullying, harassment or hazing against any Covered Individual. KRVA shall provide all relevant information to the USA Volleyball national office about any such allegation of physical abuse, emotional abuse, bullying, harassment or hazing against a Covered Individual.

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, the KRVA Board of Directors, or a Division Chair, as appropriate,

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behavior, (e.g. verbal or physical abuse of a child, sexual harassment, etc.)		
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behavior, (e.g. verbal or physical abuse of a child, sexual harassment, etc.)		
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behavior, (e.g. verbal or physical abuse of a child, sexual harassment, etc.)		
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behavior, (e.g. verbal or physical abuse of a child, sexual harassment, etc.)		
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11. If in the arbitration, only, the appeal is successfully granted to the affected party, the \$1,000.00 deposit will be returned in full, and any additional sanctions or fines that were a result of the initial ruling will be reversed and/or refunded. If, however, the appeal is denied, the deposit will be used to cover the cost of the arbitrator's fee. If the resulting cost is higher than the deposit, the party will be responsible for any required additional amount. If the cost of the arbitration is less than the deposit, the balance will be returned to the party. Should the arbitrator fully reverse, in each and every aspect, the action, sanction or position of the Region, the

Region shall bear the entire cost of the process and the deposit shall be refunded in full to the appealing party. For any decision by the arbitrator, on which there is not a substantially prevailing party, the cost of the arbitration shall be divided equally between the appealing party and the Region.