



KRVA
KEYSTONE REGION VOLLEYBALL ASSOCIATION

General Operating Codes

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Article I. BOARD OF DIRECTORS

The Board of Directors (hereafter —The Board) is the governing body of the Keystone Regional Volleyball Association (KRVA), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania since 1982. KRVA is a nonprofit corporation under Section 501(c)(3) of the Internal Revenue Service Code and a division of USA Volleyball, the National Governing Body for volleyball, as defined in the Amateur Sports Act, public law 95.606.

The Board's responsibilities include all aspects of managing the business, property, and affairs of the Region, and promoting membership, participation, training, and development in organized volleyball. The Commissioner of the Board, or someone appointed by the Commissioner, also serves as liaison, and represents the Region at national volleyball meetings, conferences, and decision-making processes.

Board members must avoid and report to the Board conflicts of interest that might, or create a perception of, interference with their ability to perform their responsibilities to the Region. Board members must set aside any personal differences to represent Region members and act, establish policy, and implement decisions in the best interests of the Region.

The Board of Directors and their respective offices and responsibilities are set forth in the KRVA By-laws.

Section 1.01 BETWEEN-MEETING VOTING PROCEDURE

The Board recognizes that there may be occasions where urgent matters require a vote of approval from the Board. This procedure should be limited in its application and only used if there are no other options. It would be preferable to call an emergency meeting either live or via conference call rather than institute a between- meeting voting action.

Should it be determined that a matter is so urgent that voting between-meeting is required, the following procedure shall be followed:

- 1) The Motion shall be submitted to the Administrative Board. It should be crafted so that the Board shall vote —yes (passing the motion) or —no (defeating the motion).
- 2) The person making the motion shall also prepare a brief synopsis as to the reason for the motion and why the motion requires between-meeting voting.
- 3) The Secretary shall manage the entire process of the presentation (including assigning a name or designation to the motion), discussion, vote and posting of the results. If for some reason the Secretary is unavailable or feels there is a conflict and withdraws from the process, the Treasurer shall assume these responsibilities.
- 4) The Secretary shall post the motion and synopsis to the members of the Board within 24 hours of receiving the motion and synopsis.
- 5) No discussion of the motion by the Board shall take place unless a voting member of the Board seconds the motion within one business day of its being posted. Motions submitted by a standing or special committee of the Region shall not require a second. If a motion is not seconded, it may be presented a second time, but only at a regular meeting of the Board.

- 6) Once a motion is seconded, the Secretary will send an email to the KRVA Board announcing the time frame for discussion and voting and opening the discussion period for the motion.
- 7) The discussion period is two (2) business days, beginning the day after the Secretary opens the discussion period.
- 8) The voting period is two (2) business days, beginning the day after the discussion period ends. Votes submitted outside the voting period shall not be considered. Votes shall be submitted to the Secretary (or alternative administrative board member, if appropriate), and not copied to the entire board.
- 9) The emailed vote should contain only the name/designation of the motion and either a —yes or —no vote. No other information should be included in the actual vote.
- 10) 24 hours prior to the end of the defined voting period, the Secretary shall notify and remind those Board members who have not submitted their vote.
- 11) Voting will be considered concluded if at least two thirds (2/3) of the voting members of the Board have voted and a clear majority has voted to either pass or defeat the motion, or at the end of the defined voting period, whichever comes first.
- 12) Upon conclusion of the voting period, the Secretary shall announce the results of the vote.
- 13) The Secretary shall retain copies of all written discussions of the vote, and the final vote of the Board for inclusion as an addendum to the minutes of the next regular meeting of the Board of Directors.

Section 1.02 MEETING DURATION

Unless a quorum of the voting members approves a longer period of time, no agenda for a regular meeting of the Board of Directors shall be set for a period of time longer than three (3) hours, calculated from the scheduled start time of the meeting.

Note: The Annual meeting and pre-season planning meeting are exempt from this requirement.

Section 1.03 RECONSIDERATION OF MOTIONS

The Board of Directors may not reconsider any motion that has been approved or denied by vote of the Board within the past 12 months, unless a majority of the Board of Directors first determines that there has been a significant change in circumstances.

Article II. INDEPENDENT CONTRACTORS

Section 2.01 RETENTION OF INDEPENDENT CONTRACTS

The Board may retain Independent Contractors to assist with the administration of the Region. The scope of work for and the supervision of each position shall be developed and prepared by the Commissioner.

The KRVA office will seek three (3) bids whenever possible and make documentation available to the board upon request.

The Board may approve short-term, annual, or multi-year contracts, as deemed appropriate.

Members of the KRVA Board shall be eligible to serve as an Independent Contractor so long as no conflict of interest exists in performing the work of the contract.

The Board may approve contracts for specific purchases or rentals where a Board member is a principal owner or partner provided the purchase/rental is properly bid to at least two other vendors and awarded to the vendor providing the best overall value for the purchase/rental.

Article III. REGION PERSONNEL POLICIES

Section 3.01 TRAVEL RELATED REIMBURSEMENTS

Reasonable and appropriate travel related costs for members of the KRVA Board, event staff for events conducted by the Region, and all others as approved by the Executive Committee, shall be reimbursed as follows:

1. Direct round trip travel expense to and from such event(s) is reimbursable for the period of time beginning 24 hours before the required Region business activity and extending through the 24-hour period following the conclusion of the required Region activity.
2. Unless specifically allowed in this Operating Code, automobile rental is not considered reimbursable under —travel expenses. Any other automobile rental expenses that are to be covered by the Region must have prior and separate approval through the Commissioner.
3. All receipts should be forwarded to the Business Office within fourteen (14) days of receipt of credit card billing for reimbursement. The Business Office may confer with the Treasurer who then may refuse to reimburse any unreasonable expense.
4. The Region will reimburse travel expenses under the following conditions set forth in sections 3.02 to 3.06.

Section 3.02 AIR FARE

The Region will reimburse round trip, coach class airfare from city of origin to city of business activity for Region-related activity.

1. Every effort should be made to take advantage of the lowest advanced ticket prices.
2. Board members shall obtain the lowest possible airfare commensurate with accomplishing Region business. If, for example, staying over a Saturday night results in airfare cost savings exceeding the incremental lodging, food and automobile cost, the individual should stay over Saturday night.
3. Additional stopovers for non-Region purposes are allowable. However, deviations from necessary business ticketing, and any resulting fare increase, are the responsibility of the individual.
4. Once air travel has been booked and tickets issued changes in ticketing which result in increased air fare shall be the responsibility of the individual, unless approved in writing by the Commissioner.

Section 3.03 GROUND TRANSPORTATION

1. KRVA will reimburse mileage and tolls for KRVA Board and Event staff at published Internal Revenue Service (IRS) rates for direct round trip travel from point of origin to business destination, including scheduled Region run events, clinics, competitions, and scheduled Board or membership meetings.
2. Mileage, plus any lodging or food expense reimbursement during transit, shall not exceed the value of a fourteen (14) day advance purchase airfare. Once the city of destination is reached, no mileage reimbursement shall be provided unless the personal vehicle takes the place of a necessary/approved rental vehicle. Mileage reimbursement, in these types of instances, shall not exceed the lowest daily compact rental rate. In addition to mileage, transportation tolls are reimbursable with receipt(s).
3. Additional ground transportation expenses, such as taxicabs or airport ground travel services are reimbursable for round trip travel from the member's home to the airport/bus terminal/train station for travel, and anytime the member is more than 200 miles from the member's home on while primarily on Region business.
4. Automobile rental expense is reimbursable when:
 - a. Travel is more than 200 miles from the member's home.
 - b. The primary method of travel for Region Related business is via Air travel.
 - c. The duration of the stay for scheduled Region business activity is longer than 48 hours.
 - d. Such expense is limited to:
 - i. The best available rate for a compact car for one person, or an intermediate car for two to five persons.
 - ii. One individual per trip. If the business travel involves more than one Region representative, only ONE automobile reimbursement will be allowed for groups of up to 5 persons.
 - iii. Reimbursement does not include any optional insurance coverage, or rental features. It is the member's responsibility to confirm that adequate insurance coverage is available through their personally owned vehicle insurance. The Region will NOT reimburse any insurance deductible amounts, or any unusual charges for damage or maintenance to any vehicle.
5. Parking will be reimbursed fully when paid parking is necessary for business-related activity. Individuals should seek the most economical parking alternative within reason as determined by the treasurer. (i.e., use long term parking at airports, which usually is 50% of terminal parking.)

Section 3.04 LODGING EXPENSES

1. Reimbursement shall be approved for single occupancy room rates upon request for Board Members, plus the applicable taxes of the headquarters or recommended hotel for annual USAV or semi-annual USAV meetings, or up to but not exceeding the value of that rate if a different hotel is used.
2. All non-Board Members traveling shall obtain double occupancy rooms where reasonable and practicable. If an odd number of individuals travel, the individual(s), and/or Region shall make reasonable efforts to obtain roommates for all individuals. In the event a roommate is not a member of Region, the Region will reimburse only the Region member's one-half share of the room cost.
3. Unless otherwise agreed upon among the individual travelers, it shall not be considered reasonable to require members of the opposite sex to share a room, unless such members are related either by lineage or marriage.
4. Incidental room charges are the responsibility of the individual, except as follows: reasonable local telephone charges, data/facsimile line access, internet access when necessary for Region business, and facility imposed mandatory energy taxes and surcharges are reimbursable expenses.
5. When traveling on business other than annual and semi-annual USAV meetings, (i.e., Region business and meetings), single occupancy is allowable only when another party on business is not available to share the room, unless such sharing is considered unreasonable or impractical.
6. If no Headquarters or Hotel/Motel is designated by the activity or event, the individual(s) should seek accommodations at or below Sheraton/Holiday Inn scale.
7. Event staff and officials are eligible for reimbursement of lodging expenses only when the event is located in excess of one hour from the individual's home AND the event is scheduled for or lasts longer than 10 hours OR the event lasts longer than one consecutive day.

Section 3.05 FOOD

The Region shall use the IRS Per Diem chart for traveling KRVA personnel as allowance for meals for a 24-hour period. Officials are not eligible for food reimbursement.

Section 3.06 OTHER REIMBURSABLE EXPENSES

Other reimbursable expenses incurred in the furtherance of Region Business include (but are not limited to): office and computer supplies; telephone; postage; copying and faxing; presentation supplies; trophies, plaques, and awards; public ground transportation. Photocopying will be reimbursed for commercial copying retail outlets such as OfficeMax or Staples at their prevailing rates. Unless prior authorization is obtained from the Commissioner, photocopy expense will be reimbursed only on presentation of a paid receipt to the Business Office.

Section 3.07 CONFLICT OF INTEREST POLICY

All current Board members and interested persons shall complete, sign, and submit the applicable forms to the Region Secretary for each approaching season. Each Board member is required to sign the Conflict of Interest Policy as a required step of KRVA member registration and of serving on the KRVA board. The individual is not considered registered with the KRVA for the upcoming season, nor on the KRVA board for the upcoming season, until the Conflict of Interest Policy has been submitted for the upcoming season.

(a) APPLICATION OF POLICY

The purpose of this Conflict of Interest Policy is to protect KRVA's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Region. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

This policy applies to KRVA board members and staff with significant decision-making authority. Persons covered under this policy, as well as their relatives and associates, are hereinafter referred to as "interested parties."

Relatives include any spouse, parent, child, stepchild, stepparent, grandparent, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law including adoptive relationships.

Associates include any persons, companies, organizations, partnerships or clubs with whom the interested party is affiliated as an employer, employee, shareholder, owner, or any other person who conducts business with, or derives benefits from the associated person or organization.

(b) FINANCIAL INTEREST

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which KRVA has a transaction or arrangement, or
2. A compensation arrangement with the corporation or with any entity or individual with which the corporation or with any transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the corporation is negotiating a transaction or arrangement.

(c) CONFLICT OF INTEREST

A conflict of interest may exist when the interests or concerns of an interested party may be seen as competing with the interests or concerns of KRVA. There are a variety of situations that raise conflict of interest concerns including, but not limited to, the following:

1. Financial Conflicts: A conflict may exist where an interested party directly or indirectly benefits or profits as a result of a decision, policy or transaction made by KRVA. Examples include situations where:
 - a. KRVA contracts to purchase or lease goods, services, or properties from an interested party.
 - b. KRVA offers employment to an interested party, other than a person who is already employed by KRVA.
 - c. An interested party is provided with a gift, gratuity, or favor of a substantial nature from a person or entity that does business or seeks to do business with KRVA.
 - d. An interested party is gratuitously provided use of the facilities, property, or services of KRVA. v. KRVA adopts a policy that financially benefits an interested party.
 - e. A financial interest is not necessarily a conflict of interest. A financial conflict of interest exists only when the board decides a person with a financial interest has a conflict of interest.
2. Other Conflicts: A conflict also may exist where an interested party obtains a non-financial benefit or advantage that he/she would not have obtained absent his/her relationship with KRVA. Examples include where:
 - a. An interested party seeks to obtain preferential treatment by KRVA or recognition for himself/herself or another interested party.
 - b. An interested party seeks to make use of confidential information obtained from KRVA for his/her own benefit (not necessarily financial) or for the benefit of another interested party. An interested party seeks to take advantage of an opportunity or enables another interested person or other organization to take advantage of an opportunity that he/she has reason to believe would be of interest to KRVA.

- c. KRVA adopts a policy that provides a significant non-financial benefit to an interested party.
3. A conflict of interest exists only when the Board of Directors decides there is a conflict.

(d) DUTIES TO KRVA

1. Directors of the Keystone Regional Volleyball Association (hereafter KRVA) must not take part in determining any policy or transaction in which they have a personal interest if there is, or might appear to be, a conflict between that interest and the interests of KRVA.
2. In the course of his/her duties, Directors must act solely in the best interests of KRVA without consideration of the interests of any other company, organization, or association with which the Director comes into contact, and refrain from taking part in any transaction where such person might have an actual, or apparent, conflict.
3. No payments may be made to any Director, or to any company, organization, or association with which the Director is affiliated, except as specifically approved by the KRVA Board. Any director who serves as an Impact, Referee or Scorekeeper clinician or event referee or Tournament Director may be paid pursuant to the KRVA approved Schedule of Fees as annexed to the KRVA General Operating Code and published on the KRVA website.

(e) DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

An interested party is under a continuing obligation to disclose any potential conflict of interest as soon as it is known or reasonably should be known.

An interested party shall complete the Questionnaire attached further in this section to disclose the material facts fully and completely about any potential conflicts of interest. The disclosure statement and Affirmation of Compliance shall be submitted upon his/her association with KRVA, and shall be reviewed annually thereafter. An additional disclosure statement shall be filed whenever a potential conflict arises.

Disclosure statements will be submitted as follows. For board members, the disclosure statements shall be provided to the Commissioner of the Board. Copies also shall be provided to the Secretary of KRVA. The Chair's disclosure statement shall be provided to the Secretary.

In the case of staff with significant decision-making authority, the disclosure statements shall be provided to the Commissioner of KRVA.

In all cases, the recipient is the designated reviewing official responsible for bringing potential conflicts to the attention of the appropriate authorities. The Secretary of the Board of Directors shall file copies of all disclosure statements with the official corporate records of KRVA.

(f) PROCEDURES FOR REVIEW OF POTENTIAL CONFLICTS

Whenever there is reason to believe that a potential conflict of interest exists between KRVA and a Board member, the Board of Directors shall determine the appropriate response. This shall include, but not necessarily be limited to, invoking the procedures described below with respect to a specific proposed action, policy, or transaction. The designated reviewing official has a responsibility to bring a potential conflict of interest to the attention of the board promptly for action at the next regular meeting of the board or during a special meeting called specifically to review the potential conflict of interest. Where the potential conflict involves an employee of KRVA other than the Commissioner, the Commissioner shall be responsible for reviewing the matter and may take appropriate action as necessary to protect the interests of KRVA. The Commissioner shall report to the KRVA Board the results of any review and the action taken. The KRVA Board shall determine whether any further board review or action is required.

(g) PROCEDURES FOR ADDRESSING CONFLICTS OF INTEREST

Where a potential conflict exists between the interests of KRVA and an interested party with respect to a specific proposed action, policy, or transaction, the Board of Directors shall consider the matter during a meeting of the board. KRVA shall refrain from acting until such time as the proposed action, policy, or transaction has been approved by the disinterested members of the Board of Directors of KRVA. The following procedures shall apply:

1. An interested party who has a potential conflict of interest with respect to a proposed action, policy, or transaction of the corporation shall not participate in any way in, or be present during, the deliberations and decision-making vote of KRVA with respect to such action, policy, or transaction. However, the interested party shall have an opportunity to provide factual information about the proposed conflict and/or action, policy, or transaction. Also, the board may request that the interested party be available to answer questions.
2. The disinterested members of the Board of Directors may approve the proposed action, policy, or transaction upon finding that it is in the best interests of KRVA. The board shall consider whether the terms of the proposed action, transaction or policy are fair and reasonable to KRVA and whether it would be possible, with reasonable effort, to find a more advantageous arrangement with a party or entity that is not an interested party.
3. Approval by the disinterested members of the Board of Directors shall be by vote of a majority of directors in attendance at a meeting at which a quorum is present. An interested party and any proxy designations held by the interested party shall not be counted for purposes of determining whether a quorum is present, or for purposes of determining what constitutes a majority vote of directors in attendance.
4. The minutes of the meeting shall reflect that the conflict disclosure was made to the board, the vote taken and, where applicable, the abstention from voting and participation by the interested party. Whenever possible, the minutes should frame the decision of the board in such a way that it provides guidance for consideration of future conflict of interest situations.

(h) VIOLATIONS OF CONFLICT OF INTEREST POLICY

If the Board of Directors has reason to believe that an interested party has failed to disclose a potential conflict of interest, it shall inform the person of the basis for such belief and allow the person an opportunity to explain the alleged failure to disclose.

If the board decides that the interested party has in fact failed to disclose a possible conflict of interest, the board shall take such disciplinary and corrective action as the board shall determine. Violation of this policy is considered a violation of the USA Volleyball participant Code of Conduct and subject to sanctions as set forth in that policy. Additionally, the Board may take disciplinary and corrective action including cancellation of any contract or agreement resulting from the conflict of interest; demand for refund or reimbursement of all benefits received contrary to this Conflicts of Interest Policy, and any other remedies as the Board may determine to be reasonable and appropriate under the circumstances. All violations of the Conflict of Interest Policy will be determined in accordance with the Due Process Guidelines of the KRVA General Operating Code.

(i) COMPENSATION COMMITTEES

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

(j) ANNUAL STATEMENTS

Each director, principal officer, and member of a committee with board-delegated powers shall annually sign a statement which affirms that such person:

1. Has received a copy of the Conflict of Interest Policy.
2. Has read and understood the policy.
3. Has agreed to comply with the policy .
4. Understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

(k) PERIODIC REVIEWS

To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted. The periodic reviews shall, at a minimum include the following subjects:

1. Whether compensation arrangements and benefits are reasonable and are the results of arm's length bargaining.
2. Whether partnership and joint venture arrangements conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further the corporation's charitable purposes and do not result in impermissible private benefit.

(l) OUTSIDE USE OF EXPERTS

In conducting the periodic reviews provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their usage shall not relieve the board of its responsibility for ensuring that periodic reviews are conducted.

(m) DISCLOSURE AND AFFIRMATION

Every member of the Board agrees to complete the Conflicts of Interest Disclosure Questionnaire and the Affirmation of Compliance with this Policy.

KRVA Conflict of Interest Disclosure Questionnaire

Please complete the questionnaire below, indicating any potential conflicts of interest. If you answer "yes" to any of the questions, please provide a written description of the details of the specific action, policy or transaction in the space allowed. Attach additional sheets as needed.

Financial Interests - A conflict may exist where an interested party, directly or indirectly benefits or profits as a result of a decision, policy or transaction made by KRVA, as defined in the KRVA Conflicts of Interest Policy. During the past 12 months: (for each yes response, please describe on a separate page)

- (1) Has KRVA proposed to contract or contracted to purchase or lease goods, services, or property from you or from any of your relatives or associates? YES NO
- (2) Has KRVA offered employment to you (not applicable to existing staff) or to any of your relatives or associates? YES NO
- (3) Have you, or any of your relatives or associates, been provided with a gift, gratuity, or favor of a substantial nature from a person or entity that does business or seeks to do business with KRVA? YES NO
- (4) Have you or any of your relatives or associates been gratuitously provided use of the facilities, property, or services of KRVA? YES NO
- (5) Have you, a relative or an associate in a position to benefit financially from an action, policy or transaction made by KRVA? YES NO

Other Interests - A conflict may also exist where an interested party obtains a non-financial benefit or advantage that he/she would not have obtained absent his/her relationship with KRVA, or where his/her duty or responsibility owed to KRVA conflicts with a duty or responsibility owed to some other organization.

Please indicate if at any time during the past twelve months: (for each yes response, please describe on a separate page.):

- (1) Did you obtain preferential treatment, promotion, recognition, or a non-salaried appointment as a consequence of your association with KRVA for yourself or for any of your relatives or associates? YES NO
- (2) Did you make use of confidential information obtained from KRVA for your own benefit or for the benefit of a relative, associate, or other organization? YES NO
- (3) Did you take advantage of an opportunity or enable a relative, associate, or other organization to take advantage of an opportunity that you had reason to believe would be of interest to KRVA? YES NO
- (4) Have you, a relative or an associate in a position to benefit in a non-financial way from an action, policy or transaction made by KRVA? YES NO

Name (please print)

Date

Signature

KRVA Conflict of Interest Affirmation of Compliance

I have received and carefully read the Conflict of Interest Policy for board members and staff with significant decision making authority of KRVA and have considered not only the literal expression of the policy, but also its intent. By signing this affirmation of compliance, I hereby affirm that I understand and agree to comply with the Conflict of Interest Policy. I further understand that KRVA is a nonprofit organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax- exempt purposes without personal benefit (other than by salary) by board members or staff.

Except as otherwise indicated in the Disclosure Questionnaire and attachments below, I hereby state that I do not have any conflict of interest, financial or otherwise that may be seen as competing with the interests of KRVA, nor does any relative or associate have such a potential conflict of interest. I, any relative or associate of mine will benefit from any action, policy or transaction made by KRVA in a manner that has not been previously disclosed.

If any situation should arise in the future that I think may involve me in a conflict of interest, I will promptly and fully disclose in writing the circumstances to the Chair of the Board of Directors of KRVA or to the Executive Director, as applicable.

I further certify that the information set forth in the Disclosure Statement and attachments, if any, is true and correct to the best of my knowledge, information, and belief.

Name (please print)

Date

Signature

Article IV. REGISTRATION INFORMATION

The Region subscribes to the Domestic Competition Regulations (rules of play) established by USA Volleyball (USAV). These rules will be enforced at all regionally sanctioned events. Copies of the Domestic Competition Regulations are available to all members who attend referee and scorekeeper clinics. Members are expected to know and abide by these regulations.

ALL INDIVIDUALS who reside within the geographical boundaries of the KRVA must be registered and in good standing with the KRVA through the SportsEngine system to be able to participate, coach, sit on the bench during competition or host a Region sanctioned event; or to serve in an elected or appointed position in the Region. To register an individual must complete the online registration process. Registration occurs when all components of the registration process are complete including payment for membership.

ALL TEAMS must be registered with USAV to participate in a Region sanctioned event. Participation in an event includes but is not limited to acting as a scorekeeper, assistant scorekeeper, visible scorekeeper, line judge or referee, either as volunteers, players, Tournament/Site Directors, or as paid professionals. Officials' candidates for rating purposes must also be registered members of USAV before participating in any Region Sanctioned event. Every coach, assistant coach, clinician, or trainer who participates in any on-court activity before or during a match, including warm-ups and intermission events, must be a registered USAV member. If a coach or individual is registered in a different classification than his or her team, it does not affect the team classification.

Reasonable individual and team registration fees shall be established annually by the Board and announced prior to the opening of the registration period. Individual registration fees shall include all amounts due to the USAV national organization. Club and team registration fees and all individual registration fees are non-refundable.

Section 4.01 ELIGIBILITY

To participate in Region-sanctioned events, teams and their members must:

1. Play on only one Regular or Collegiate team for adult regular Indoor members. They may register with additional teams for coaching, administrative or other non-playing purposes. Regular Indoor Members may also register with and participate on composite teams (Seniors, Masters, Mixed-6).
2. Be registered with only one Junior club for Junior players.
3. Have no outstanding fines or fees due to any USAV member organizations.
4. Be in good standing in the Region and all other USAV member organizations as judged by the Business Office and/or Commissioner.

Section 4.02 BENEFITS OF MEMBERSHIP

Except as limited in specific registration categories, members' benefits include:

1. The right to enter any sanctioned USAV Tournament in any Region in the United States except other Region's "Regional Championships."
2. The right to compete in a high level of well-organized volleyball events.
3. The ability to compete in a Regional Championship, Zonal and/or Region hosted National Championship Qualifying Events.
4. A voice in local policy decisions and elections, and influence in national policy and leadership selection. (Adult Members 18 years and older as of Sept. 1 of the current season.)
5. One-year subscription to the national publication Inside USA Volleyball and one season subscription to any Region published Electronic or Print Newsletters.
6. Team and Club Representatives also receive a copy of the USAV Guidebook, and the Keystone Region governing documents for their membership program, in electronic or print format. Such documents may include the by-laws, operating codes, adult/junior/outdoor player handbooks.
7. Special opportunities extended to USAV members, including an opportunity to purchase tickets to events, and USAV merchandise at discount prices when provided.
8. The time and talent of local and national staff volunteers and professionals to organize and conduct events in which registered players participate.
9. Involvement and representation in USA Volleyball, the National Governing Body for volleyball in the United States, and a member organization of the Federation International Volleyball (FIVB).
10. Affiliation with top volleyball athletes and leaders, including those representing the United States in Olympic and International competitions.
11. The opportunity to participate in coaching, referee, and scorekeeper clinics and to become a coach or official of the sport after successful completion of the certification requirements.
12. USAV Domestic Competition Regulations are provided free of charge to all members who attend a referee or scorekeeping clinic.
13. Sport Accident Insurance.

Section 4.03 INSURANCE

Two forms of insurance are provided as part of membership through the USAV: Event Liability Insurance and Sport Accident Insurance.

1. Liability insurance covers loss of property, site damage, or personal injury that occurs at a site where sanctioned USAV events occur. This includes tournaments, supervised practices, and any other approved activities where all participants are USAV registered teams and individuals. Certificates of Insurance (COI) can be obtained from the Business Office by downloading and completing the posted forms. Include the name of the facility, the address, the name of contact, and your team name as the host organization.
2. Sport accident insurance is also available to registered members. This is auxiliary insurance. For more details on this type of insurance please read the annually posted forms.

Section 4.04 INDIVIDUAL REGISTRATION CATEGORIES

Registration options may change annually. All Region membership options will be described and posted on the KRVA website. Memberships are offered in both Juniors and Adults categories.

Section 4.05 TEAM REGISTRATION CATEGORIES

Teams must register in one of the categories listed below. Composite teams (e.g., Mixed-6, Senior, Master) may be formed by KRVA Regular registered players but require a separate team registration. For further information please check the KRVA website.

1. Regular Adult: Teams composed either entirely of Regular members or a composite of Regular, Collegiate, and/or Junior members (Juniors must complete a waiver to be rostered on an adult team).
2. League Teams: Teams composed entirely of League members or a composite of Regular Indoor, Recreational and /or Junior members.
3. Composite: Senior, Masters, and Mixed-6 teams. (See definition of Team Composition below).
4. Regular Juniors: Teams composed entirely of junior athletes.

Coaches must register as Regular members. Individuals coaching juniors' teams must take an adult with juniors' membership. See the Junior Operating Codes for additional requirements.

Regular registered players will not be required to pay another individual registration fee to be rostered on additional teams.

Section 4.06 PARTICIPATION BY INELIGIBLE PERSONS

When a player loses eligibility or an ineligible player participates in a sanctioned event, the Eligibility Committee, appropriate Board member, or Business Manager shall immediately contact the player(s) to confirm the ineligibility. After review of related facts and circumstances, the Board may impose a fine

or sanction against the player(s) or team. Failure of a team to verify eligibility of its members, which results in the participation of an ineligible person, may result in disciplinary action to the offending team. Participation of an ineligible person risks denial of insurance coverage for the entire event and event premises in which the person participated.

Section 4.07 REGISTRATION PROCEDURE

1. Individual: Registration may be performed by following the procedure on the KRVA website, or by contacting the KRVA Business Office. Each member of the team (coaches, players, and other staff who wishes to occupy the bench) must be registered.
2. Club/Team: To register, Club Directors should utilize the appropriate section of the Region website. Junior Teams may be comprised of a maximum of 15 players and 5 staff members. Staff members include the coach, assistant coach, chaperone, and team representative. A team representative must be the Club Director.
 - a. Regular Indoor Adult and Collegiate Clubs/Teams. Each Member of the team, including the Coach, Asst. Coach, Trainer, Team Representative, Team Official, etc. must be registered as an individual member and listed on the Club/Team Roster Form.
 - b. Recreational Clubs/Teams: Each Member of the team, including the Coach, Asst. Coach, Trainer, Team Representative, Team Official, etc. must be registered as an individual member and listed on the Club/Team Roster Form.
 - c. Composite Clubs/Teams: Each Member of the team, including the Coach, Asst. Coach, Trainer, Team Representative, Team Official, etc. must be registered as an individual member and listed on the Club/Team Roster Form.
 - d. Outdoor Clubs/Teams: Each Member of the team, including the Coach, Asst. Coach, Trainer, Team Representative, Team Official, etc. must be registered as an individual member and listed on the Club/Team Roster Form.
 - e. Regular Indoor Junior Clubs/Teams: Each Member of the team, including the Coach, Asst. Coach, Trainer, Team Representative, Team Official, etc. must be registered as an individual member and listed on the Club/Team Roster Form.
 - f. Club Teams: Clubs that have more than one team within its organization may register all of its members under the Club name regardless of age classification. However, the Club MUST register each team name and classification. The team will be given a registration number that must be used when registering to participate in any Region/National run event.
 - g. Players that are qualified by age classification are the only players permitted to compete under that team name at any given event.

3. Junior Teams. Adults registered with a junior team must also read, complete, and return the current waiver and USA Volleyball Participant Codes of Conduct. Additional members may be added to the team at any time during the season.
4. Frozen Rosters
 - a. The roster of a team is frozen at the time the team wins a bid in a National Championship Qualifying event, applies for a bid in an at-large process, or receives a bid through its regional process. Getting a bid defines the team as qualified for National Championships.
 - b. It is not required that players on the roster of a qualifying team are actually present or participate at the qualifying event, provided that the players were eligible to have participated in the event with that team and were on the team's roster at the time of the Qualifying event competition.
 - c. All players listed on the roster of a team that qualified for the National Championships may not be on the roster of or play on any other team attempting to qualify for the National Championships. This rule applies regardless of whether the qualifying attempt is in a Qualifier, at a regional event that determines which team(s) is awarded the Region's Club bid(s), or through an at-large process. Switching a player from the roster of a qualified team to the roster of a team attempting to qualify will result in sanctions being imposed on both the qualified and qualifying teams, their clubs, and/or the individual(s) involved.
 - d. No player may switch from one qualified team to another qualified team, even within the same club.
 - e. Under the Frozen Roster Rule, a club may add player(s) to the roster of one of its qualified teams for the National Championship, provided the player(s) added are members of the club, and the team from which the players are switching has not qualified for National Championships. A club may not switch players between two teams that both are qualified for the National Championships. All players added to a roster must be on the roster submitted for at-large bid consideration. The roster is then frozen as of submission for bid consideration.
 - f. Violations of the Frozen Roster Rule will result in sanctions being imposed on the already qualified team, its club, and/or the individual(s) involved, including the player, the coach, and the club director.

Section 4.08 CODE OF CONDUCT

All members of the Region agree to abide by the USAV Participants Code of Conduct, USAV Coaches Code of Ethics (as applicable) and the Keystone Region's Code of Conduct. The USAV documents are available on the USAV website.

1. Keystone Region Volleyball Association - Code of Conduct
 - a. I will obey all the applicable rules and regulations of Keystone Region Volleyball Association and USA Volleyball, as well as the rules and regulations of any facility or venue whenever I take part in any volleyball or region related activities.
 - b. I will show respect for officials, referees, players and coaches and act accordingly.
 - c. I will act as a role model and always set a good example for the sport of volleyball.
 - d. I will not be dishonest or deceitful regarding any volleyball or region related activity.
 - e. I will not act in any way that may be unethical, embarrassing, or detrimental to the sport of volleyball, to the region or to USA Volleyball when taking part in any volleyball or region related activity.
 - f. I will immediately report any suspected violation of the rules, regulations, or this code of conduct to the Keystone Region Volleyball Association officers or directors.

Article V. OFFICIALS

Section 5.01 DEFINITIONS

1. For purposes of the KRVA Governing Documents, the term —Officials includes Certified non-playing referees; Player Referees; and Certified scorekeepers.
2. All officials and candidates must be registered members of USA Volleyball prior to participating in any fellowships, scrimmages or matches, and must pay any clinic or evaluation fees established by the Region.
3. Certification deadlines: There is no individual deadline. However:
 - a. First-time referees and scorekeepers may not officiate regular sanctioned tournaments unless they have completed their certification or are receiving a rating/observation. To officiate at Regional Championships, referees and scorekeepers must have completed all certification requirements for that year prior to the commencement of competition.
 - b. Referee and scorekeeper certifications expire: Indoor regular adult and Junior boys - Jan 31; Collegiate - Feb 28; Junior girls - March 15.

Section 5.02 NATIONALLY CERTIFIED OFFICIALS AND CANDIDATES

1. KRVA will reimburse the USAV candidate fee for successful Junior National and National Referee Candidates as approved by the Board of Directors.
2. KRVA will NOT provide transportation reimbursement.

Section 5.03 REFEREES

USAV has established five referee classifications: Junior Volleyball, Provisional, Regional, US Junior National, and USA-National. The Referee Chairperson of the Region certifies Player, Provisional, and Regional Referees. The National Commissioner certifies USAV Junior National and USA-National Referees. In addition, the Region has established a sixth classification, —Player Referee. This official may only officiate at a tournament when his/her team is scheduled to work. This official may not officiate any other time unless being rated for purposes of attaining a higher certification.

1. Candidate and Re-certification Requirements. Every candidate for certification or recertification must be a member-in-good standing with both USA Volleyball and the Keystone Region.
2. To be a member-in-good-standing in the Keystone Region, a referee must:
 - a. Have a current Region membership;
 - b. Complete the appropriate referee certification or recertification process, and be in good standing with USA Volleyball. Referees with a Regional or higher certification must also complete one or more of the following:
 - i. Officiate at least one day of a KRVA Regional Championship or Bid Tournament;

- ii. Conduct two Referee clinics approved by the Referee Chairperson;
 - iii. Participate as a Region approved Referee rater.
3. All Candidates: All Referee Candidates and Re-Certifying Referees must complete the Scorekeeper certification requirements and attend a KRVA Referee Clinic approved for the referee's level of certification. Regional Referees are encouraged to attend a National USA Volleyball Officials Training Program (OTP) Referee clinics. To be considered for a Junior National level candidacy, the referee MUST attend a National USA Volleyball OTP clinic. The Referee Chairperson may waive any and all requirements. Only approved rater(s) may perform ratings. In addition, candidates must complete the following:
4. Player Referee Candidates: Pass Referee exam, Form C, and:
 - a. No minimum age requirement.
 - b. Obtain a rating of 75 or higher on two games as first referee and two games as second referee at any sanctioned competition level in which the candidate participates.
 - c. Re-certification. Same as candidacy requirements but requires only one rating of 75 or higher each as First Referee and Second Referee.
5. Provisional Referee Candidates: Pass Referee exam, Form —C and:
 - a. Must be at least sixteen years of age at time of certification.
 - b. Obtain passing ratings in at least two matches as First Referee and two matches as Second Referee, at any Type 1 event.
 - c. Re-Certification: Obtain passing ratings in at least one match as First Referee and one match as Second Referee at any Type I event.
6. Regional Referee Candidates: Obtain advance permission of the Referee Chairperson, pass referee exam, Form and
 - a. Complete the two prior consecutive years as a Provisional Referee or hold PAVO State or National Rating for two consecutive years Preceding candidacy.
 - b. Obtain ratings of 80 or higher in at least two matches as First Referee and two matches as Second Referee At any Type II event.
 - c. Re-Certification: At the discretion of the Referee Chairperson, obtain ratings of 80 or higher in at least two matches as First Referee and two as Second Referee At any Type II event.
 - d. Starting in 2004 and each even numbered year thereafter, recertifying Regional Referees whose last name begins with letters —A through — L must receive a rating of 80 or higher as First Referee and as Second Referee at a Type 2 or Type 3 event.
 - e. Starting in 2005 and each odd numbered year thereafter, recertifying Regional Referees whose last name begins with letters —M through —Z must receive a rating of 80 or higher as First Referee and as Second Referee at a Type 2 or Type 3 event.
7. Junior National Referee Candidates:
 - a. Complete the two prior consecutive years as a Regional Referee.
 - b. Attend a USA Volleyball OTP clinic for the current season.

- c. Obtain two ratings each of 90 or higher for First Referee and as Second Referee at a Type III event.
 - d. Request nomination by the Referee Chairperson. The Region is allowed one candidate per year. In years where some Regions do not nominate candidates, the Region may request a second candidate be nominated.
 - e. If the nomination is accepted by USAV, the candidate must pay the candidate fee as set by USA Volleyball and officiate at a Junior National Open Qualifying event.
 - f. The candidate will NOT be paid for officiating as a candidate at the qualifying event.
 - g. The candidate MAY receive lodging at the expense of the qualifying event, subject to the absolute discretion of the event host.
 - h. The candidate will NOT receive reimbursement for transportation expenses to or from the qualifying event.
 - i. If approved by the rating team at the Junior National Open Qualifying event, the candidate must attend a minimum of one session at the Junior Olympic Volleyball Championships (JOVC).
 - j. The candidate will NOT be paid for matches in which s/he receives ratings at the JOVC.
 - k. The candidate will be paid for matches at the JOVC which are not part of the rating process.
 - l. The candidate will not be compensated for traveling or lodging expenses to or from the JOVC.
 - m. Upon successful completion of the above, the candidate will be awarded Junior-National Referee status.
 - n. See USAV Guidebook for other requirements.
 - o. Re-Certification: See USAV Guidebook.
8. USA-National Referee Candidates: Successfully complete Junior National Referee certification procedure and be recommended to officiate at the USAV National Open Championships.
- a. Candidates must be accepted to officiate the Boys Junior Olympic Volleyball Championships (JOVC).
 - b. Candidates will be rated and evaluated at the Boys' JOVC.
 - c. As a result of that evaluation, the candidate may be approved to officiate the National Open Championships, or the National Intramural Recreational Sports Association (NIRSA) championships, held in conjunction with the National Open Championships.
 - d. Such additional requirements as are set forth by USAV.
 - e. See USAV Guidebook for other candidates and re-certification requirements.
9. Ratings Process. Unless otherwise provided above, all ratings will be done at events approved by the Referee Chair. There will be events approved per year. No other ratings will be available without the approval of the Referee Chair. New Provisionals and Player Referees may receive ratings at any USAV sanctioned event, but preferably at one of the approved rating events.
10. Approved Raters. Whenever referee ratings are required, ratings may be performed only by approved raters. Raters are approved as follows:

- a. Any Regional referee may rate new candidates for Player or Provisional referee. Recertifying Provisional referees should be rated by the Keystone Referee Rating Team.
- b. Any Junior National or National referee that has been rated either by the KRVA or USAV official rating team within two years may rate new or recertifying Player or Provisional Referees, or Regional referee candidates.
- c. The Keystone Referee rating team will be appointed on an annual basis by the Referee Chair. The team will include all KRVA Junior National and National Referees who first attained their rating within the last two years, and any other persons designated by the Referee Chair. Only the rating team may rate recertifying Regional Referees, or referees seeking Junior National candidacy.

Type I event: USA sanctioned competition for girls, boys or adults. Acceptable rating event for New and recertifying Provisional referees and Recertifying Regional referees not seeking Junior National candidacy.

Type II event: USA or other sanctioned competition approved by the Referee Chair with a play level of Junior's 17 and older —Championship level, or Adult competition with a play level of —BB or higher. Acceptable rating event for recertifying and first time Regional Referees, and Regional Referees seeking Junior national Candidacy.

Type III event: USA or NIRSA sanctioned competition for Junior Boys age 17 and older, NIRSA men's club competition, or USAV men's A/AA level competition. Acceptable rating event for ALL levels. Only acceptable rating event for National Referee candidates.

Section 5.04 SCOREKEEPERS

KRVA recognizes five scorekeeper classifications: Junior, Provisional, Regional, USAV-National Junior (USAV-Junior National), and USA-National. The KRVA Officials Chairperson certifies Junior (through individual clubs), Provisional, and Regional Scorekeepers. The USAV Assistant Vice President for Scorekeeper Development certifies USAV-National Junior and USA-National Scorekeepers. (See season specific requirements for more details.)

1. New and Re-Certifying Junior Scorekeeper Requirements:
 - a. Register with KRVA for the current season.
 - b. Attend a current season club-run scorekeeper clinic or training session.
 - c. Complete requirements set by the individual club and the club's scorekeeper representative(s).
2. Re-Certifying Provisional and Regional Scorekeeper Requirements:
 - a. Register with KRVA for the current season before participating in any ratings process.
 - b. Be certified at the current rating level for the prior season.
 - c. Take the appropriate USAV re-certifying test (corrected to 100%), unless waived by the Officials Chairperson.
 - d. Attend a current season KRVA (region-run) scorekeeper clinic, unless waived by the Official Chairperson.
 - e. At the discretion of the Officials Chairperson, obtain passing ratings on at least one

match (minimum two sets) of the current season by an approved scorekeeper rater.

3. Re-Certifying USAV-National Junior (USAV-Junior National) and USA-National Scorekeeper Requirements:
 - a. Register with KRVA for the current season.
 - b. Be certified at the current rating level for the prior season.
 - c. Complete requirements set by USAV, see USAV Guidebook.

 4. New Provisional Scorekeeper Certification Requirements:
 - a. Register with KRVA for the current season before participating in any ratings process.
 - b. Attend a current season KRVA (region-run) scorekeeper clinic.
 - c. Obtain a passing rating on one match (minimum of two sets) of the current season by an approved scorekeeper rater.

 5. New Regional Scorekeeper Certification Requirements:
 - a. Register with KRVA for the current season before participating in any ratings process.
 - b. Be certified as a provisional scorekeeper for the two prior seasons.
 - c. Obtain permission of the Officials Chairperson before continuing the process to upgrade rating to Regional Scorekeeper.
 - d. Attend a current season KRVA (region-run) scorekeeper clinic.
 - e. Take the appropriate USAV scorekeeper test (corrected to 100%).
 - f. Obtain passing ratings on two matches (minimum of two sets each) of the current season by a different approved scorekeeper rater for each match.

 6. New USAV-National Junior or USA-National Certification Requirements:
 - a. Register with KRVA for the current season before participating in any ratings process.
 - b. Be certified as a Regional scorekeeper for the prior season;
 - c. Obtain permission of the Officials Chairperson to request approval to begin the process as a candidate to upgrade rating to USAV-National Junior or USA-National. Permission must be obtained not later than December 15 of the current season.
 - d. Attend a current season KRVA (region-run) scorekeeper clinic.
 - e. Take the appropriate USAV scorekeeper test (corrected to 100%).
 - f. Obtain passing ratings on two matches (minimum of two sets each) of the current season by the Officials chairperson, or his/her designee(s).
 - g. Obtain the recommendation of the Scorekeeper Chairperson and the Commissioner to USAV by the USAV deadline.
 - h. Complete requirements set by USAV, see USAV Guidebook.
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Article VI. TOURNAMENTS

For information regarding Tournaments and Tournament Directors please refer to the current season's Tournament Director Manual, Tournament Participation Manual and Junior or Adult Operating Codes.

Section 6.01 SITE DIRECTORS

For all KRVA sanctioned or run events, the Site Director must be a member of USA Volleyball and at least eighteen years of age. (Please see the Tournament Director Manual for additional requirements). All other Site Directors for KRVA conducted events will be paid in accordance with the fees as established by the Board of Directors

Section 6.02 REMOVAL OF OFFICIALS

Any official (First or Second Referee, scorekeeper, or line judge) may be removed from a match at any time by the Chief Referee for conduct unbecoming a Region Official. Removal is not automatic. Procedures for removal of an official from a match are listed below. The Tournament Director must file a report with the appropriate Region Chairperson in the event any Referee (First or Second) or scorekeeper is removed. A copy must also be filed with the Commissioner. The relevant Chairperson shall take further action, if necessary.

1. For situations involving officials other than First Referee:
 - a. The team Captain should submit an oral complaint to the First Referee.
 - b. If the 1st Referee agrees that the official has exhibited conduct unbecoming an official, the First Referee shall remove and replace the official; if the First Referee disagrees with the Captain, the official remains.
 - c. If complaint is repeated and is valid, the official should be removed.
2. For situations involving the First Referee:
 - a. The team Captain should file a complaint at the earliest possible moment with the Chief Referee.
 - b. If in the Chief Referee's judgment, the 1st Referee should be removed, he or she must then assign a competent replacement official to complete the match.

Section 6.03 FEE SCHEDULE

The KRVA Referee Fee Schedule is the minimum officials' compensation for ALL KRVA Run OR Sanctioned events. [See Article X.] Tournament promoters or Tournament Directors may deviate from this schedule ONLY if approved by the Chairperson of Referees prior to event. For any match staffed by assigned non-playing officials at the direction of the Chief Referee or Tournament Director:

1. The First Referee and Second Referee shall each receive the stated Referee's compensation for any match worked.
2. The Scorekeeper and line judges shall each receive the stated compensation for scorekeepers.

Article VII. TOM AND MAY RIDGE ENDOWMENT FUND

Section 7.01 INTRODUCTION

The Tom and Mary Ridge Endowment Fund was established to aid needy non-profit organizations in the establishment, promotion, and operation of volleyball programs. The Endowment is funded by contributions from the local community, United Way contributions and other non-profit corporations.

Section 7.02 ENDOWMENT FUND

The Fund shall be held in a separate account from all other Region monies. The Fund shall be invested as directed by the Board and the Commissioner shall oversee all investments. Disbursements of monies from the Fund may only be done by majority vote of the Board present at the meeting upon which a request for disbursements is made.

Section 7.03 PROCEDURE FOR GRANT REQUEST

1. Applications must be submitted in writing to the Commissioner by March 31 of each year.
2. The commissioner shall be responsible for disseminating all completed applications to the Board members, to Greg Ridge and Steven Ridge, adult children of Tom and Mary Ridge, for review a minimum of 14 days before the annual meeting.
3. Applications must be submitted on the approved form and may be obtained from the Business Manager.
 - a. Applications must describe clearly and in detail the purpose(s) for which the grant monies would be used.
 - b. Applications shall contain supporting documentation to demonstrate the seriousness and merit of the proposal such as: Equipment/construction estimates; Proposals; Operating budgets; Invoices; Information indicating how a facility, group, organization, or individual has contributed to volleyball (through sponsorship, organization, or hosting of community leagues, school teams, club teams, tournaments, and clinics; and/or Information on how the grant would contribute to volleyball and the community.
4. The grant must benefit a non-profit purpose. Documentation must be submitted indicating the non-profit status of the organization requesting the grant.

Section 7.04 AWARD OF GRANT

1. Grants will be awarded on a non-discriminatory basis although some preference is given to purposes that benefit junior volleyball.
2. An award of the grant(s) will be made at the Region's annual meeting. Voting will be a simple majority of the attending Board, including the Executive Board, the Advisory Board and Steve Ridge and Greg Ridge. Steve Ridge and Greg Ridge may vote with absentee ballot if they so desire.
3. All applicants will receive a letter within seven working days after the Region's annual meeting.
4. The Region will release grant monies  upon receipt of an invoice indicating the monies  were spent as per the application.
5. The Commissioner is charged with responsibility for releasing grant  monies, upon approval of the Executive Board after receipt and review of the invoice.

Article VIII. Violations of Codes/Policies and Due Process

Section 8.01 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.

Section 8.02 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 1 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. If 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, is 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).

Section 8.03 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.

Section 8.04 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 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:
 - 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 consecutively 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.

Section 8.05 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.

Section 8.06 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 arbitration costs. The appellant is notified that the One Thousand (\$1,000.00) Dollars 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 One Thousand (\$1,000.00) Dollars 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. If the appeal is not resolved by the relevant parties to the appeal after the telephonic conference call or face-to-face meeting, then 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 One Thousand (\$1,000.00) Dollars 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 during 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 shall share equally in the arbitration's costs. The appellant may direct that the One Thousand (\$1,000.00) Dollars deposit held by the Region be applied towards the appellant's 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 confidentiality during the pendency 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 relating to a court application for an injunctive or provisional 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 Section VIII. Violations of Codes/Policies and Due Process shall be governed by the Federal

Arbitration Act (9 U.S.C. §1-16), as amended.

13. 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.

Section 8.07 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.

Section 8.08 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 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 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.

Article IX. COACHING CLINICS

All coaches must have IMPACT prior to participating in any way, including tryouts, open gyms, and practices. Registration for IMPACT and CAP clinics is online at SportsEngine. Directions for registering can be found on the KRVA website. Fees Should be paid online at the time of registration.

Members receiving an IMPACT certification from another region shall be considered IMPACT certified with the KRVA, provided that the clinic has met the 4-hour minimum duration and the clinic and clinician is recognized by the other region per their regional operating code.

KRVA will post both IMPACT and CAP clinics to the KRVA website as they are scheduled.