

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 good faith mediation session under Paragraph 806.3., or at any time following 45 days from the date of filing the appeal with the Region, whichever occurs last ("Earliest Initiation Date"), provided however, the arbitration shall be filed with the American Arbitration Association, or any successor from time-to-time designated by the Region, no later than ninety (90) days following the good faith mediation session under Paragraph 806.3. The mediation may continue after the timely commencement of arbitration under Paragraph 806.3., 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 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.