

**ARTICLE 10  
PENALTIES AND FINES**

**10.1 NATURE OF PENALTIES**

Penalties assessed by the Executive Director or by the Executive Board upon member schools or individuals for violations of the Bylaws will vary depending upon the nature and character of the violation. Violations of any of the CAA By-Laws shall subject the member school to any or all, but not limited to, the following:

**10.1.1** Forfeiture, advisement, warning, probation, suspension, expulsion, restitution and fee(s). In addition, reclamation of expenses for the cost of investigations and all other fees/expenses associated with any violations will be invoiced to the member school

**10.2 PENALTIES**

**10.2.1 FORFEITURE** – To forfeit is to give up something because of error or rule violation through intent, neglect or oversight. Forfeiture always takes away a win and denotes a loss. Forfeiture may be used in conjunction with other penalties. Automatic loss of contest(s).

**10.2.2 ADVISEMENT**– a word of caution.

**10.2.3 WARNING** - which may be applied for any length of time, Member school that violates any additional rules or regulations may be placed on Probation. Warning may be accompanied with additional provisions, including but not limited to:

**10.2.3.1** Prohibition from participation in the current CAA Tournament.

**10.2.3.2** Prohibition of hosting any earned home CAA Tournament games.

**10.2.4 PROBATION** – Probation is a testing or trial period for a school or team. Probation is equivalent to a larger penalty should the probation not be carried out in good faith and with due respect to all concerned.

**10.2.4.1** This penalty may carry one or more requirements for action & reports.

**10.2.4.2** This penalty may be used in conjunction with other penalties.

**10.2.4.3** This penalty may be applied for any length of time, and may serve as a warning that if a member school commits additional violations of the CAA Constitution and/or the Rules and Regulations, school could be suspended. Probation may be accompanied with additional provisions, including but not limited to:

**10.2.4.4** Prohibition from participation in one or more CAA tournaments for one or more years.

**10.2.4.5** Prohibition of hosting one or more CAA tournaments.

**10.2.5 SUSPENSION** – Temporary removal of a school or an individual's participation in a specific interscholastic activity for regular season and postseason participation. An individual would also be suspended from practice and competition for a specified time period, which may be applied for any length of time, The school would be suspended for a specified time period, which may be applied for any length of time.

**10.2.6 EXPULSION** – Any member school that fails to abide by CAA Constitutional Guidelines and fails to carry out and further the philosophy and objectives of the CAA may be expelled from the league.

**10.2.6.1** A member school that is expelled is immediately removed from the CAA membership and forfeits any dues paid for the current school year and is responsible for any outstanding expenses still owed.

**10.2.6.2** Any member school that has been expelled from the league may, after two calendar years from the date of its expulsion, petition for reinstatement as a CAA member.

**10.2.7 RESTITUTION** — In addition to the above penalties, any one or more of these additional actions may be taken:

**10.2.7.1** Individual or team records achieved during participation by an ineligible player shall be vacated or stricken.

**10.2.7.2** All team wins will be vacated

**10.2.7.3** Team awards earned by an ineligible team must be returned to the CAA. If an ineligible student competes in a meet, match or tournament in violation of any association Bylaws, all points earned by that student, or by a relay team of which the student is a member, will be declared forfeited; and in team sports (example, wrestling, golf, tennis, etc.), the entire contest is forfeited.

**10.2.7.4** The intent of this rule is to deter future violations and to ensure fairness to other individuals or teams with which that student or team competes.

**10.3 LIABILITY FOR LEGAL EXPENSES** – When the CAA is involved in legal court cases, it may seek to recover attorney costs. Member schools are liable for any expenses incurred by the CAA in the process of deliberating, reviewing, and making a final decision about any issues that went through the CAA due process system and any civil action in the Arizona court system. This liability occurs if the member school loses in an arbitration hearing or civil court case

## **10.4 FINES**

**10.4.1** Fines are different from participation fees.

**10.4.2** Team Canceling/Changing a game within 48 business hours (M-F) of the agreed-upon scheduled game

### **10.4.2.1** Canceling

**10.4.2.1.1** 1st Offense - \$50 Service Fee plus responsible for compensating the officials. In addition, they will be responsible for any reimbursable expenses incurred by the opponent and will be paid directly to that school. (2022)

**10.4.2.1.2** 2nd Offense - \$100 Service Fee plus responsible for compensating the officials. In addition, they will be responsible for any reimbursable expenses incurred by the opponent and will be paid directly to that school. PLUS, the school must meet with the Executive Board (2019) with potential Article 10 sanctions

### **10.4.2.2** Changing

**10.4.2.2.1** No guarantee that the game change requested can be accommodated.

**10.4.2.2.2** If a game change is made, schools making the change will be assessed a \$25 Service Fee.

**10.4.3** Failure to Travel for a Mandatory Game

**10.4.3.1** If the game is not completed as scheduled, a \$750 fine will be imposed on the visiting team, with \$700 paid to the team that was canceled upon. Hardship must be proven as to why travel is not possible.

**10.4.4** Team cancellations or 3+ forfeits in a season.

**10.4.4.1** After the season schedule is posted on the CAA online platform but before the first day of regular season games can be played:

**10.4.4.1.1** Fine of \$250, refund of participation fee.

**10.4.4.2** After the 1st day of regular season games can be played:

**10.4.4.2.1** Fine of \$250; AND still responsible for participation fee.

**10.4.4.2.2** Member schools must notify the Executive Board within 10 days of the cancellation of a sport. The Executive Board will review and determine further actions per Article 10.

**10.4.5** Teams forfeiting or canceling their postseason game after the brackets have been announced.

**10.4.5.1** Fine of \$400

**10.4.6** Late reporting of scores.

**10.4.6.1** 1st Notice - Written warning sent out to member school

**10.4.6.2** 2nd Notice- A \$25 fine for each delinquent score will be assessed.

**10.4.6.3** 3rd Notice - Executive Board hearing and subject to Article 10 sanctions.

**10.4.7** Team canceling participation in a CAA-administered tournament after committing

**10.4.7.1** Team drops out 14-5 business days before the tournament start date, team assessed a \$150 fine.

**10.4.7.2** Team drops out 5 business days or less before the tournament start date, the member school is still responsible for the tournament fee.

**10.4.8** Failure to Pay a Fine

**10.4.8.1** A member school that refuses to pay an assessed fine may be subject to Article 10 sanctions.

**10.5** A school that cancels 20% or more of its varsity contests in a season (with or without mutual consent) shall be:

- Ineligible for postseason play in that sport for that season
- Subject to further review by the Executive Board