

SECTION V FINANCE

5.1 REVENUE

5.1.1 Payment of Regular Dues

- A. Dues are payable to the NMAA and must be postmarked on or before September 15th.
- B. Upon written request to the Director, a school may arrange quarterly payments.
- C. Schools that are delinquent at the end of the fiscal year in payment of membership dues are not eligible for participation in activities sanctioned by the Association until all financial responsibilities have been met.
- D. Schools who drop out of the Association, are not in good standing, or are suspended, must pay delinquent dues before they are eligible for reinstatement.

5.1.2 Post-Season, Playoff, and State Tournament/Meet Receipts

Percentages of gate receipts remitted from post-season events are set annually by the Board upon recommendation from the Director. District-level event deficits are the responsibility of the participating schools.

5.1.3 Audit

Financial records of the Association are audited yearly by a Certified Public Accountant and are presented to the Board of Directors. Copies of the audited financial statements are provided to the Public Education Department and are made available upon request.

5.1.4 Fees/Penalties

- A. All member schools are required to attend the Annual Meeting as scheduled by the Director. While there is no fee for this, all schools must be represented. A \$250.00 fine will be assessed for non-attendance.
- B. NMAA member schools with outstanding financial responsibilities, including but not limited to membership fees, payments for invoices, sports financial reports, etc., shall be subject to the following:
 - The member school shall be ineligible for post-season play until all financial responsibilities are fully reconciled.
 - The Executive Director of the NMAA may also impose a fine of up to \$2500 to the member school.
- C. Delinquent reporting of beginning of school information (See 3.9.2). Penalty to be determined by the Board.
- D. Season reporting (See 3.9.3) penalty to be determined by the Board.
- E. Violation of Rule 7.4 – Recruiting and Undue Influence. Member school will be fined \$2,500.00 for the first offense; \$5,000.00 for the second offense.
- F. Forfeiture fees (See 3.11.4, 5.1.6, 5.1.7, & 9.6.4)

G. Non-Completion of Rules Clinic (A \$100 fine will be assessed for each missed clinic):

1. Baseball
2. Basketball
3. Cheer/Drill/Dance
4. Cross Country
5. Football
6. Golf
7. Powerlifting
8. Soccer
9. Softball
10. Tennis
11. Track and Field
12. Volleyball
13. Wrestling
14. Swimming and Diving

H. Submission of cross country meet results after the posted deadline will result in a \$500 fine to the district host. (See 7.14.3)

I. Changes made to track and field team state championship entries after the published entry deadline will result in a \$500 fine. (See 7.22.3.B)

J. Changes made to swimming and diving team state championship entries after the published entry deadline will result in a \$500 fine. (See 7.20.2 B)

K. Submission of regional wrestling rosters after the deadline, submission of inaccurate rosters, or the submission of rosters with inaccurate records/results, will result in a \$250 fine. (See 7.24.4.C)

L. Request for Appeal – minimum appeal fee of \$250 not to exceed \$500 may be incurred. (See 13.1 & 13.2)

5.1.5 Assessments

The Association may levy assessments on its members, as deemed necessary by the Board.

5.1.6 Forfeits at Senior High School Level

It is recommended that game contracts provide a forfeiture fee to be paid should there be a failure on the part of either party to carry out the written arrangements agreed upon.

Note: To ensure compliance, contracts inclusive of forfeiture fees are necessary when two teams are scheduled to compete against one another. In sporting events where multiple teams will compete in a contest (ex. cross country, track and/or swim meets) contracts inclusive of forfeiture fees are at the discretion of the host school's administration.

A. Any school that, without just cause, withdraws its team from a contracted game, or does not pay a forfeiture fee that was due during the same season, may be sanctioned by the Director. Failure of a team to participate in a contracted contest between two schools shall constitute a forfeit unless the two schools mutually agree to re-schedule the contest.

B. When schools do not have a forfeiture fee in their contract for a regular season event and cannot resolve the failure of one school to fulfill the contract, the Board has established minimum forfeiture fees as follows:

1. **Minimum forfeiture fees:** If not already in the contract, this applies to both regular season games and tournaments.

	<u>Football</u>	<u>Basketball</u>	<u>Other Sports</u>
A, 6-Man, 8-Man	\$1,500	\$1,000	\$500
2A	\$2,000	\$1,500	\$500
3A	\$2,500	\$2,000	\$750
4A	\$3,000	\$3,000	\$1,000
5A	\$4,000	\$4,000	\$1,500
6A	\$4,500		

2. The school may be required to appear before the Board to justify its future participation in that sport.
3. Payment of the forfeiture fee does not relieve the school of responsibility to fulfill the spirit of the contract by honoring that site when playing future games with that school.

5.1.7 Forfeits at Junior/Middle School Level

Game contracts need to provide a forfeiture fee to be paid should there be a failure on the part of either party to carry out arrangements agreed upon.

- A. Regardless of sport, if two weeks (14 calendar days) notice is not provided before the cancellation of a game/contest/event, a forfeiture fee will be imposed. By mutual agreement, the forfeiture can be waived.
- B. When schools do not have a forfeiture fee in their contract for a regular season event and cannot resolve the failure of one school to fulfill the contract, the Board has established minimum forfeiture fees as follows:

<u>Football</u>	<u>Basketball</u>	<u>Other Sports</u>
\$200	\$150	\$100

Note: If not already in the contract, this applies to both regular season games and tournaments.