



POLICY STATEMENTS

Table of Contents

Page No.

ARTICLE I

**Use of AYSO Name, Trademarks, Mailing List
and AYSO's Licensing Program**

1.1	AYSO Trade Names and Trademarks.....	1
1.2	AYSO Mailing List and Executive Member Directory.....	2
1.3	AYSO Licensing	3

ARTICLE II

AYSO Activities

2.1	Participation in Non-AYSO Tournaments and Games.....	4
2.2	Participation in Secondary Programs.....	4
2.3	Sponsorship by Regions or Areas of Summer Camp Programs.....	5
2.4	Application of AYSO "Everyone Plays" Rule to AYSO Teams Playing Non-AYSO Teams	5
2.5	Paying AYSO Volunteers	6
2.6	Player Conflicts Between AYSO and Other Activities	6
2.7	All-Star Programs	6
2.8	Tournaments	7
2.9	Knee Braces	8
2.10	Goal Safety	8
2.11	Religious Activities.....	9
2.12	Volunteer Abuse and Assault Policy	9

ARTICLE III

Rules Relating to Regions

3.1	Reimbursement of Expenses.....	11
3.2	Publication of Regional Financial Statements.....	11
3.3	Regional Officials.....	12
3.4	Regional Charters	12
3.5	Legal Support from AYSO National; Lawsuits Involving AYSO.....	12
3.6	Legal Representation and Fees	13
3.7	Effect of Filing with the National Support & Training Center of Players and Volunteers Registration Forms	13
3.8	Cultural Exchange Programs	13
3.9	Bank Accounts.....	13



3.10	Player Fee Refund	14
3.11	Land Ownership	14

ARTICLE IV

Rules Relating to Regional Commissioners and Other Executive Members

4.1	Interim Appointment of Regional Commissioners	15
4.2	Accountability of Regional Commissioner Upon Resignation	15
4.3	Political Activities	15
4.4	Player Fees Assessed by Area.....	16
4.5	Supply Contracts By Area and Section Directors	16

ARTICLE V

Standards of Conduct — Conflict of Interest

5.1	Purpose of Policy.....	17
5.2	General Policy	17
5.3	Conflict of Interest.....	17
5.4	Possible Improper or Illegal Conduct	19

ARTICLE VI

Standard Regional Guidelines

6.1	Standard Regional Guidelines.....	20
-----	-----------------------------------	----

ARTICLE VII

Dispute Resolution

7.1	Adoption of Dispute Resolution/Discipline Procedures	21
7.2	Dispute Resolution/Discipline Where More Than One Region, Area or Section Is Involved.....	21
7.3	Cooperation with Dispute Resolution/Discipline Hearings and Decisions.....	21

ARTICLE VIII

Organization Operations

8.1	Change Implementation.....	22
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ARTICLE ONE

Use of AYSO Name, Trademarks, Mailing List and AYSO's Licensing Program

- 1.1 **Use of AYSO Name and Trademarks.** AYSO has various registered trade names and trademarks such as “AYSO,” “Everyone Plays,” “SOCCER NOW” and “PLAYSOCCER.” In addition, AYSO has proprietary rights in other names it uses from time to time, and may from time to time add others. All such names are valuable assets of AYSO, and their protection is essential to our national licensing program.

In order to protect AYSO's rights in and to the trade names and trademarks and their association with our organization, the visual image of the trade names and trademarks should be consistent in terms of configuration and color combination.

In the case of the “AYSO” logo, red and blue letters enclosed in an outer circle in the color white in a blue square surrounds the “AYSO” letters.

In the case of “Everyone Plays,” the type style is extremely important, since the words are not unique in themselves.

In the case of “SOCCER NOW,” the type style as seen on the cover of the *Soccer Now* magazine is important.

In the case of “PLAYSOCCER,” the use of the colors is most important so that the “AYSO” is in a different color from the other six letters.

In the case of other trade names and trademarks, please refer to the National Support & Training Center, Attention: Creative Services Department, for guidance on their proper use.

No region may use any patch combining any of the AYSO trade names or trademarks other than those authorized by AYSO's National Support & Training Center (NSTC) without the prior written consent of the NSTC. In the case of uniforms, while every region is encouraged to use patches authorized by the NSTC, silk screening will continue to be permitted without the need for consent of the NSTC, provided that the geometric configuration is correct. Silk screening is less desirable because it only provides for a two-color combination, rather than the red, white and blue combination on the patch.

No person may use any of the AYSO trade names for any use other than AYSO authorized activities without the prior written consent of the NSTC. This includes having the AYSO logo stamped on soccer balls, soccer shoes or other equipment, or used in association with the products or services of any person. Those types of activities weaken any national licensing program and may violate license agreements then in force.



Whenever possible, an “®” should be placed after the registered trade name or trademark when used and, if the trade name is not registered, a “™” should be placed after such trade name or trademark. These symbols put the world on notice that the trade names and trademarks belong to AYSO.

1.2 **AYSO Mailing Lists and Executive Member Directory and AYSO Databases.** The names and addresses and other information about the members of AYSO constitute a very valuable asset of AYSO. If used properly and sparingly, they can be an important source of fund raising, give AYSO valuable publicity that will benefit the entire organization and keep registration fees to a minimum. At the same time, AYSO recognizes the need to protect the right to privacy of individuals who are participating in AYSO programs. Improper use of the names and addresses of AYSO members may substantially dilute the value of such asset and, in certain circumstances, endanger AYSO's nonprofit status.

- (a) **Regional Use of Member Names and Addresses.** Regions may use the names and addresses and other information about the participants in their respective regions for those purposes they deem proper, provided that:
 - (i) the use does not conflict with one of AYSO's national licensing programs;
 - (ii) the use does not unduly expose the region's participants to outside solicitations; and
 - (iii) the association with an organization or product is consistent with the AYSO philosophy and would not otherwise bring into disrepute AYSO's name, reputation or programs.

For example, it would be improper for a region to associate itself with a cigarette manufacturer (which would hurt our image) or endorse a soccer ball manufacturer, but it would be appropriate for a region to arrange for a promotion with a local professional soccer club.

If a regional commissioner has any questions as to the applicability of the above guidelines, he/she should consult with the National Support & Training Center, Attention: Marketing Department, before taking any action.

- (b) **Use of Member Names and Addresses for AYSO Business Purposes by Persons Other than Regional Commissioners.** The use of names and addresses and other information about members by persons other than regional commissioners, such as area directors or section directors, requires the prior approval of the National Support & Training Center if it is for use other than for a mailing by such officer to communicate with the members of his/her area or section. This is because such communication then becomes “national” in scope, since all officers other than regional commissioners are national officers and their use of such lists or information becomes a matter of national rather than regional policy.



- (c) **Use of Executive Member Directory or AYSO Databases.** Under no circumstances should any member give to any person outside of AYSO a copy of his Executive Member Directory or provide to any person outside of AYSO access to AYSO databases or data extracted there from. This information is the exclusive property of AYSO and is confidential. Upon the termination of his position with AYSO, any Executive Member in possession of such a directory or data must surrender his copy either to his successor in such position or, if there is none, to the National Support & Training Center.

- (d) **Mailing Labels — Procedures.** AYSO members with the proper rights can access lists and print mailing labels directly from the AYSO database system. Additionally, requests for labels can be made to the National Support & Training Center, Attention: Registration Department.

1.3 AYSO Licensing. AYSO may from time to time grant licenses to raise funds to support AYSO programs and to keep AYSO's name and activities in the public eye. The program involves the licensing of one or more of AYSO's trade names and trademarks for use on or in association with a product for distribution in retail markets. In some cases the license may be exclusive; in other cases it may not. The thrust of such program is in retail distribution to persons outside the AYSO community and does not affect the use by regions of products for regional play. Products under license change from time to time, and have in the past involved soccer balls, soccer shoes, wearing apparel and related soccer equipment and accessories. Obviously, each region is encouraged to support the program by buying, whenever feasible, AYSO-licensed products. For a list of current licensees and retail outlets carrying such products, please consult the National Support & Training Center, Attention: Marketing Department. No region may, in its own right, license the use of any of AYSO's trade names or trademarks, except that vendors to the region may use such trade names and trademarks for soccer uniforms used by the region upon completion of a vendor authorization form obtainable from the National Support & Training Center.



ARTICLE TWO

AYSO Activities

- 2.1 Participation in Non-AYSO Tournaments and Games.** A regional commissioner may sanction participation of his region or teams from his region in a non-AYSO tournament, game, parade or other event with the prior approval of the area director, but such regional commissioner is responsible for advising participants of the then applicable rules relating to Soccer Accident Insurance (SAI) and liability insurance coverage and their limitations.
- 2.2 Participation in Secondary Programs.** The definition of “secondary programs” is any program other than the primary program (whether in single or split format) and any associated playoffs. Special or experimental programs may be excluded from inclusion in some or all of these programs depending upon the specifications of the event and/or national policy.

While the format of a secondary program may differ from the primary program, it must comply with the spirit and philosophy of AYSO and use the AYSO National Rules & Regulations applicable to the primary program to the maximum extent possible and may include concurrent play. Secondary programs must be self-supporting and shall be maintained from funds collected by the region from such programs.

While inclusion of Division U-10 teams in structured tournaments is not recommended, authorization may be granted. Tournaments desiring to include U-10 teams must follow the AYSO Short-Sided U-10 Guidelines for play in this age division. The field and goal size should conform to the guidelines in the U-10 coaching manual whenever possible.

Participation in organized tournaments by U-8 age division players (those players just completing the U-8 and under primary program) is not appropriate and will not be approved by AYSO. Refer to the AYSO Tournament Handbook under I. INTRODUCTION, D. AYSO Tournament Vocabulary and Definitions, “U-8 and Under Soccerfests.”

Player participation in secondary programs (a) shall require, absent special circumstances, prior participation as a player in the concurrent or just-concluded primary program; (b) should be inclusive (open registration) and not exclusionary, but may be limited by age and/or gender. A player may participate in a primary program league-team and in a secondary program team at the same time, but may not participate in more than one primary program league-team at any one time. (See Rules & Regulations III, H.) A good rule of thumb for player participation would be to have played in at least one half of the primary program games.

Special circumstances would include, but are not limited to, an illness; a soccer-related injury; change of address (moved to a new region); parental custodial rights; conflict with secondary or high school rules of state which prevent the registered player from completing the primary program; guest players; and/or players enrolled in any special or pilot program that has been approved for inclusion in AYSO secondary programs by the board of directors.



If such a special circumstance arises within a region, the regional commissioner must request approval, in writing, from the area director and/or section director prior to adding the child to a secondary season roster.

In rare or special cases where all efforts have been exhausted to obtain a replacement player within the region or a neighboring region, the area director *and* section director may approve an outside player to participate. Said approval shall be sought in writing and shall state the name(s) of the tournament(s) the outside player(s) will be permitted to participate in. No outside player shall be permitted to participate without first registering with the National Support & Training Center.

In open invitational tournaments, non-AYSO teams must comply with the spirit of AYSO, whether co-sponsored or otherwise, and the rules of player eligibility, team formation, and roster numbers must be followed. Non-AYSO teams may observe their organization's short sided team roster size provided that all rostered players are assured playing time of at least one-half of every game.

Nothing in this policy statement is meant to suggest that a region, area or section is required to conduct a secondary program.

- 2.3 Sponsorship by Regions or Areas of Summer Camp Programs.** In the case where a region or area runs its own summer camp, there is exposure on the part of AYSO, as well as the particular region or area, resulting from injuries to campers and damages to facilities. Accordingly, each such child must be either (a) a currently registered AYSO participant; or (b) immediately registered with AYSO, upon payment of the annual player registration fee. No region or area may sponsor a camp run by another organization, whether for profit or otherwise, because of the exposure of AYSO to liability, and the possible danger of AYSO's loss of its not-for-profit status. Sponsorship by AYSO of any such camp may imply that AYSO's insurance and SAI program support the camp and that the AYSO principles will be followed. All regions and areas should avoid permitting any of the AYSO trade names or trademarks to be included in any advertisements or brochures for any camp. A region or area may cooperate, however, with a camp in establishing a mutually beneficial program.
- 2.4 Application of "Everyone Plays" Rule to AYSO Teams Playing Non-AYSO Teams.** The AYSO "Everyone Plays" rule, requiring each player to play at least one-half of every game, as well as the number of players on a team rule, shall apply to AYSO teams, (whether regular season teams or teams specially constituted for such event) participating in non-AYSO tournaments or games within or without the U.S.A., regardless of whether the other team, the referee or the sponsors of the tournament or game apply or follow such rule.
- 2.5 Paying AYSO Volunteers.** No payment may be made to any AYSO volunteer for the purpose of compensating such volunteer for services unless otherwise approved in exceptional circumstances by the National Board of Directors. AYSO has maintained throughout its existence a total volunteer concept of operation (except for its National staff) including without limitation, all aspects of coaching, officiating and local administration.



AYSO is a volunteer organization and does not condone or approve of the use of paid volunteers. Various federal and state laws apply to payments for services and any person who condones or approves payment for volunteer services risks significant organizational and personal liability and penalty. Such liability is not covered in the Volunteer Protection Act of 1997 for the individual volunteers who may approve or condone such conduct.

Paid professional trainers, medical personnel and security officers employed by a region, area or section, in their capacity as full-time service providers in their professional fields do not necessarily fall within the scope of these employer-employee laws. Any region which wishes to utilize such services for clinics, tournaments or other regional events should contact the National Support & Training Center for guidance and approved standards when hiring such professionals.

2.6 Player Conflicts Between AYSO and Other Activities. AYSO has no policy restricting its players from participating in other programs or activities that take place during the same season as the AYSO program. Regions have from time to time excluded children from AYSO programs where the dual participation results in the inability of such child to participate effectively in the AYSO program. That means that, if a child is continuously unable to adequately participate because he or she is enrolled in another program or activity, then the region may require such child to choose between AYSO and the other program. Of course, the region should take such action only as a last resort, and every effort should be made to accommodate every child who wishes to participate in an AYSO program.

2.7 All-Star Programs. An “All-Star” program is any program which is an extension of the regular season (basic) program and which selects players for participation based primarily on their ability.

The National Board of Directors recognizes that such programs have historically been a part of the AYSO program in various parts of the country and allows it as an optional part of the overall program. The National Board of Directors, however, advises caution when conducting these programs because it is by its very nature exclusionary, not inclusionary, and because it may diminish volunteer resources to be expended on regular season play, which is the heart of the AYSO program.

All-Star programs, if implemented, shall abide by the following policy:

- (a) It shall not be allowed to become a more extensive or important part of any program than the basic or regular season.
- (b) Participants should have participated in the regular or basic season (a minimum of one-half the regular season games is a good rule-of-thumb).
- (c) A determination should be made by the region, area or section supervising the program whether such program should be self-supporting and not use regular season funds.



- (d) These programs shall not involve U-8, U-6, and program administrators are strongly urged not to include U-10.
- (e) Principles of fair play, everyone plays (one-half of every game), good sportsmanship, and positive coaching shall continue to be stressed.

Each section may adopt All-Star Rules & Regulations that further define and restrict All-Star competition.

2.8 Tournaments.

- (a) All tournaments sponsored by an AYSO program or with which the AYSO name is associated must comply with the letter and spirit of the AYSO Tournament Guidelines.
- (b) All tournaments, excluding regular season and all star playoffs, which involve teams from more than one region within the area, must have prior written approval of the area director; all tournaments which involve teams from more than one area within the section, must have prior written approval of the hosting area director and section director; all tournaments which involve teams from more than one section or non-AYSO teams must have prior written approval of the hosting area director, section director and the National Director of Tournaments.
- (c) The Referee Plan of the tournament may require teams to pre-pay a refundable “referee deposit” as a guarantee that the team will furnish referees for the event, in addition to the non-refundable entry or participation for the event, as long as the following conditions are met:
 - (i) The referee deposit shall be in a reasonable amount approved by the section director.
 - (ii) In all cases where the referee completes the assigned games, the referee deposit is refunded to the person or region that pre-paid the fee immediately at the conclusion of the event, or by mail no later than fourteen (14) days following the conclusion of the event.
 - (iii) In cases where the referee fails to complete his or her assigned games, the referee deposit may be retained to pay expenses of the tournament, or applied to the use to which tournament proceeds were specified in the event announcement.
- (d) If a tournament does not comply with Paragraph (a) above or, if applicable, Paragraph (b), the AYSO National Board reserves the right to:
 - (i) suspend such tournament;



- (ii) discipline individuals administering or organizing such tournament;
- (iii) deny liability insurance coverage for such tournament or SAI coverage for participants in such tournament; or
- (iv) revoke or suspend the charter of the region or regions hosting such tournament.

2.9 Knee Braces

- (a) AYSO will not prohibit the use of knee braces by players in AYSO events and programs; provided that the brace is adequately covered and padded in the judgment of the referee, so as to eliminate the possibility of its causing injury to the other players on the field of play.

2.10 Goal Safety

As part of our mission, AYSO must provide a safe playing environment for our players. We have found over the years that a very high number of accidents involve goalposts — children playing on unattended goalposts, improperly anchored goalposts which fall over, and goalposts with hooks to hold the nets rather than the newer velcro-secured goalposts. The National Board of Directors advises each regional commissioner and safety director to:

- (a) inspect the goalposts to ensure that they are properly assembled and safely maintained;
- (b) never leave portable goalposts unattended (they must be either disassembled after the day's usage or moved to an area where they are inaccessible);
- (c) ensure that portable goalposts are properly anchored in the ground with a combination of permanent in-ground metal sleeves and weights/sandbags; and
- (d) use only goalposts that do not have hooks to secure goal netting.

2.11 Religious Activities. For the common good of the AYSO programs, and in respect of its philosophy of Open Registration, all volunteers and participants are expected to be considerate of others involved in the soccer program, and that they not impose their personal religious beliefs upon others by conducting, encouraging or promoting any religious activities or functions at or during AYSO programs and activities.

This policy would not prohibit a moment of silent reflection prior to or as an invocation to any AYSO event. Nor would this policy prohibit an individual expression of faith or silent prayer at a soccer match that does not delay the game, interfere with the game, and which does not put official or peer pressure on teammates or others to join in such activity. AYSO recommends that no regional official or volunteer prohibit or interfere with any individual



expression of religious belief unless and until such activities unreasonably interfere with the enjoyment or safety of others during or within such AYSO programs or events, including any AYSO practice, game or function.

2.12 Volunteer Harassment Policy. AYSO is committed to providing an environment for its players and volunteers that is free of harassment of any kind. Therefore AYSO maintains a strict policy of prohibiting all forms of unlawful harassment including sexual harassment and harassment based on race, color, religion, national origin, age, sexual orientation, gender identity or any other characteristic protected by state and federal laws. This policy applies to players and volunteers of AYSO and prohibits harassment of players or volunteers at any AYSO activity by any person, including vendors or visitors. This policy prohibits unlawful harassment in any form, including verbal, physical, visual, retaliation or threats or demands.

AYSO prohibits all conduct that leads to harassment which includes but is not limited to making unwanted sexual advances and requests for sexual favors where either (1) submission to such conduct is made an explicit or implicit term or condition of participation in an AYSO activity; (2) submission to or rejection of such individuals in an AYSO activity; or (3) such conduct has the purpose or effect of substantially interfering with an individual's performance as a player or volunteer or creating an intimidating, hostile or offensive environment. Individual's who violate this policy are subject to disciplinary action up to and including immediate removal.

Unlawful harassment includes:

- Verbal conduct, such as epithets, derogatory comments, slurs or unwanted sexual advances, invitations or comments.
- Visual conduct, such as derogatory posters, cartoons, drawings or gestures.
- Physical conduct, such as assault, blocking normal movement or interference with the activity directed at a player or volunteer because of the player's or volunteer's sex or other protected characteristic.
- Threats or demands to submit to sexual requests in order to remain an AYSO member or to avoid some other loss, and offers of other benefits in return for sexual favors.
- Retaliation for having reported unlawful harassment.

A player, volunteer or other person who believes they have experienced harassment by any other person while at an AYSO activity should report the incident to the regional commissioner, Child and Volunteer Protection Advocate or other AYSO authorities.

Regional commissioners or other AYSO authorities should immediately report incidents of harassment to their next immediate executive member. The regional commissioner or other such AYSO authority will take reasonable care and investigate all such claims taking appropriate corrective and disciplinary action. Persons who complain will not be retaliated against and their confidentiality will be maintained.



ARTICLE THREE

Rules Relating to Regions

3.1 Reimbursement of Expenses by Regions of Expenses Incurred by its Members.

- (a) **Incidental and Travel Expense Reimbursement.** The following guidelines apply to the reimbursement by regions of expenses incurred by their members in participating in AYSO programs.
- (i) Auto mileage at \$0.405 per mile. Taxi only if necessary and with receipt submitted.
 - (ii) Meals up to \$20.00 per day based on receipts submitted. This is not a per diem and may not be reimbursed without written receipts showing actual expenditure.
 - (iii) Telephone. Submit copies of telephone bills.
 - (iv) “Coach” airfare only. Prepaid airfare may be arranged through the National Support & Training Center.
 - (v) Hotel Rooms. Because of the wide variances in rates, common sense is required. Reservations and prepaid rooms are available through the National Support & Training Center.
- (b) **Types of Expenditures Subject to Reimbursement.**
- (i) Attendance at national, sectional and area AYSO meetings, and participation in national, sectional and area AYSO programs.
 - (ii) Attendance at other local youth soccer refereeing and coaching training programs.
- (c) **Types of Expenditures Not Subject to Reimbursement.**
- (i) Attendance of family of the participants at any meeting or any program.
 - (ii) Fees in connection with running coaching, refereeing or other similar clinics or programs, or for coaching, refereeing or administering regional programs.
 - (iii) Attendance of participants at regional meetings.

- 3.2 **Publishing Regional Financial Statements.** Each region must disseminate to all of its participants (coaches, referees, parents of AYSO players and administrators) its financial statements at least once a year. Such financial statements may be in the form of the annual



report required and filed with the National Support & Training Center and shall consist of (a) a statement of receipts and expenditures for the previous twelve months, and (b) a statement of the assets and liabilities of the region as at the end of such twelve months. A copy of such financial statements, if different from the region's annual report, should be sent to the National Support & Training Center, Attention: Finance Department, with a cover letter indicating the date and method of dissemination of such information. In order to facilitate such dissemination, the National Support & Training Center shall send to each regional commissioner a suggested form of annual report.

- 3.3 Regional Officials.** The regional commissioner and the treasurer of the region may not be members of the same immediate family or the same household nor may more than one signatory on the region's bank account be from the same family or household, without the prior written consent of the National Board of Directors.
- 3.4 Regional Charters.** The National Board of Directors shall not consider granting charter status to any pilot region until it has gone through one season, has played at least one season (in the case of split-seasons, one part of the split-season), is utilizing AYSO's National Accounting Program (NAP) or has fulfilled its financial accountability to the satisfaction of the Director of Finance, and during such period, has met its financial obligations on a timely basis. In the case of splits of existing charter regions, the National Board of Directors may grant charter or pilot status to either or both surviving entities depending upon the relevant circumstances.
- 3.5 Legal Support from AYSO National, Lawsuits Involving AYSO.** AYSO is a nonprofit corporation organized under the laws of the State of California. Each of the regions is not separately incorporated, but is part of the parent corporation. That means that each regional commissioner is an officer of AYSO, the assets and liabilities of each region are the assets and liabilities of AYSO and the actions of each region and its regional commissioner are the responsibility of AYSO and the other regions.

AYSO's legal affairs are conducted exclusively by the Legal Commission of the National Board of Directors with the support of outside legal counsel. No region may bring a lawsuit in the name of AYSO or its regional name without the prior approval of the Legal Commission. This is because a lawsuit, however strong the case may appear, may result in a serious counterclaim or protracted defense and hence legal fees and/or liability in excess of what any region can bear. If a region and/or any of its officers are sued, the National Support & Training Center, the area director and the section director must be immediately notified and copies of all papers received sent promptly to the National Support & Training Center.

The National Support & Training Center shall provide legal defense for the region in one of three ways. Normally it will be through AYSO's insurance carrier if the matter is a claim covered by insurance. If not, AYSO shall seek the help of local outside counsel, hopefully on a pro bono basis. Sometimes, the AYSO Legal Commission will directly defend the matter. If individuals in the region, including the regional commissioner, are also joined in the lawsuit, AYSO may, but is not obligated to, defend them depending upon the circumstances surrounding the claim and their role in the matter and subject to the Bylaws of AYSO.



Since AYSO is responsible for the actions of the regions, all material contracts, which a region is proposing to enter into, must be submitted to the Legal Commission, particularly written leases for playing facilities in excess of one year. Such contracts will be analyzed to determine whether the costs contained therein can be reasonably borne by the region and whether AYSO's insurance programs cover the potential liability of the region hereunder. In addition, its impact on the National Support & Training Center and national policies and programs (such as licensing) will also be considered.

- 3.6 AYSO Legal Representation and Fees.** The National Support & Training Center reserves the right to charge back to the region all or a portion of the legal costs involved in a lawsuit if the region (a) has failed to follow the advice of the Legal Commission or the National Support & Training Center, or (b) has failed to notify the National Support & Training Center in a timely manner of any threatened claim, or (c) has commenced a lawsuit without the prior written consent of the National Support & Training Center.
- 3.7 Effect of Filing with the National Support & Training Center of Player and Volunteer Registration Forms.** In order for an AYSO participant to be covered in the Soccer Accident Insurance plan and under the liability insurance policy, it is sufficient that the regional commissioner receive the registration form. However, that act alone will not extend to the participant other benefits of AYSO participation, such as receipt of the *Soccer Now* magazine and other mailings of national interest. Without central registration, the National Support & Training Center cannot properly ensure payment of the requisite player fees or plan any meaningful budget. Failure of any region to make such central registration will constitute grounds for Charter revocation of the region and removal of the regional commissioner and holding the region responsible for payments under the Soccer Accident Insurance program.
- 3.8 Cultural Exchange Programs.** Many regions have participated in cultural exchange programs, nationally and internationally, as hosts as well as visitors. Such programs have been highly successful and rewarding to those participating and should be encouraged. However, because participation in such programs is necessarily limited to a small number of participants from the region, no general regional funds may be used to subsidize a cultural exchange program. This, of course, does not prevent special fund-raising to finance such programs in whole or in part.
- 3.9 Bank Accounts.** Only regions, the National Support & Training Center and such other officers of AYSO as are permitted from time to time by the National Board of Directors may maintain accounts in the name of AYSO. Money collected by or on behalf of AYSO must be deposited in an AYSO account. Funds deposited in AYSO accounts, and all other property acquired by the region, are assets of the organization and may not be used, contributed, or transferred to any other person, organization, or other entity except in exchange for goods or services provided to the region for the operation of its programs.
- 3.10 Player Fee Refund.** One of the biggest areas of complaints that the National Support & Training Center has to deal with is the question of refunds to participants who drop out of the



program for good, bad or indifferent reasons. The range of regional policies on this subject varies from a full refund to a partial refund to no refund, sometimes depending on the timing of the request for the refund. Based on the experience of the National Support & Training Center, it is the wisest and least problematic policy to refund the entire amount. In exceptional circumstances, the region may consider deducting from the refund the cost of a uniform if it has already been used or cannot be used again, even if it is new, or other specific non-recoverable costs. It is tempting to reduce the refunds in the case where a child leaves the program to play in another program or for no good reason, but in the end, the amount of time spent defending the refund policy is not worth the funds kept. The Standard Regional Guidelines reflect this policy.

- 3.11 Land Ownership.** It has been a long-standing policy of AYSO not to own land dedicated to playing fields or other facilities because needs and resources of a region may vary greatly over time, and the responsibilities of ownership include year-round maintenance and surveillance obligations, expenses and potential liability.

However, with field space becoming a premium and with the hindsight of some experiences where a facility was created with the time, money and energy of volunteers, but, because AYSO did not own it, fees were increased over the year to extremely high figures to the disadvantage of AYSO; AYSO has decided to reconsider this policy.

Accordingly, AYSO will consider land ownership on a project-by-project basis provided that the following requirements, at a minimum, can be met: (1) The establishment under the supervision of the Legal Commission of a separate corporation or foundation (with ownership held by AYSO); (2) demonstration by the region of its ability to raise funds necessary to purchase, construct and maintain the facility; (3) adoption of a realistic budget for the project; (4) presentation of a realistic business plan for the on-going operation of the facility; and, (5) presentation of a plan to secure adequate resources for the project as well as on-going maintenance of the facility and of the corporation or foundation.

No such project may be undertaken without the prior written consent of the National Board of Directors. Inquiries in the first instances should be made to the National Support & Training Center.



ARTICLE FOUR

Rules Relating to Regional Commissioners and other Executive Members

- 4.1 Interim Appointment of Regional Commissioners.** The Executive Committee may approve regional commissioner appointments or changes (whether with respect to a new Pilot or an existing Pilot or Charter Region) in extraordinary circumstances when a regular meeting of the Board is not scheduled within a reasonable period of time after the request is made. Such approval will only be considered based on a request by a section director, if both the section director and area director approve the application, and the area director submits a written request for expedited treatment, stating the reasons therefore in detail (e.g., immediate need to start the program or order supplies) and what steps (in addition to normal procedures) were taken by the area director to ensure that the regional commissioner appointment is a good one. Such approval will be subject to review at the next National Board of Director Meeting.
- 4.2 Accountability of Regional Commissioner upon Resignation.** The regional commissioner is an officer of AYSO and as such is responsible to AYSO for all assets of AYSO within the region and for all reports required to be filed with the AYSO National Support & Training Center. This includes all bank accounts, cash, equipment, goal posts, uniforms, balls and other such assets. No resignation of a regional commissioner will be accepted by the National Board of Directors, nor will he or she be released from liability, unless (1) the AYSO National Support & Training Center receives an accounting satisfactory to it for all such assets and reports and (2) such assets and reports have been transferred to the charge of those persons directed to receive them by the AYSO National Support & Training Center.
- 4.3 Political Activities.** AYSO, being a nonprofit Organization exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code, is prohibited by law and by its Articles of Incorporation from attempting to influence legislation and participating in any political campaign on behalf of any candidate for public office. The use of AYSO's nonprofit bulk mailing permit for such purposes would place in jeopardy such privilege. In addition, the use of AYSO's mailing list for such purposes constitutes an unauthorized use of such list. Hence, no member of AYSO may in his capacity as an AYSO member or otherwise use any AYSO facility, including the bulk mailing permit or membership list (regional or national), in an attempt to influence legislation or in connection with a political campaign at any level, local or national. Nothing in this Policy Statement shall prohibit the dissemination of information regarding city or county governmental meetings, or the organization of other political action directly relating to the soccer program (such as hearings regarding field allocations, etc.). However, the use of regional funds to promote or to defeat proposed government legislation or regulation, or to promote or to defeat any candidate for government office would be a prohibited use of regional resources. Failure to adhere to this policy may result in immediate expulsion of the member from AYSO.



4.4 Player Fees Assessed by Area Directors. An area director may assess the regions in his/her area a per player or other fee, in addition to the National registration fee, which is reasonably related to services or programs to be provided by the area director and the costs associated therewith and not covered by his area budget funded by the National Support & Training Center. Any such assessment on a region may only be made with the approval of the regional commissioner of such region, but the area director may deny access to a region that declines to pay such assessment to the programs or services supported by such assessment. The area director shall be accountable to the regions in his/her area for the funds collected from the regions in such area and shall place such funds in a National Accounting Program (NAP) account, and quarterly reports of such account shall be furnished to each region in such area upon request.

4.5 Supply Contracts by Area and Section Directors. Area and Section Directors may enter into supply contracts or other group purchasing arrangements for their respective Regions and Areas under the following conditions:

- 8** The Area or Section Director has the prior written approval of all Regions or Areas covered by the arrangement. No Region or Area may be forced to participate in any such arrangement. Without prior approval of the NSTC, any such arrangement shall be on a non-exclusive basis only. Such arrangements may not exceed three years in duration.
- 9** Any benefit, directly or indirectly, from any such supply contract or other group purchasing arrangement shall be for the general benefit of the Area or Section, is fully disclosed in advance, and is agreed to by all the Regions or Area within the Area or Section.
- 10** All such supply contracts or other group purchasing arrangements which exceed one year in duration, shall be submitted to the NSTC for review 30 days before being agreed to by the Area or Section Director

This policy statement shall not limit Regions from entering into their own supply contracts (subject to AYSO conflict of interest policies).



ARTICLE FIVE

Standards of Conduct — Conflict of Interest

- 5.1 Purpose of Policy.** The purpose of this policy statement is to set standards for the activities of Officials (“AYSO Officials”) in order to ensure that an AYSO Official's actions would always be in the best interests of AYSO and that he/she does not take advantage of his/her position in AYSO for his/her own benefit or to the detriment of AYSO or others. AYSO Officials include all regional commissioners, area directors, section directors, area and section staff members, special executives, members of the national commissions, members of the National Board of Directors and the members of the National Support & Training Center, as well as the husbands or wives or members of the immediate family of each of the above.
- 5.2 General Policy.** AYSO Officials are expected to adhere to high ethical standards of conduct in the performance of their duties, observing all laws and regulations governing business transactions, competing fairly with others and using AYSO funds only for legitimate and ethical purposes. The rights of AYSO Officials in their activities outside their AYSO duties or employment that are private in nature and which in no way conflict with or reflect upon AYSO will be respected. Although AYSO Officials have been carefully selected and are assumed to possess integrity and judgment, to avoid any misunderstanding, the following guidelines are issued with respect to proper conduct:
- 5.3 Conflict of Interest Policy**
- (a) AYSO Officials must act always in the best interests of AYSO and avoid incurring any kind of financial interest or personal obligation that might affect their judgment in dealings on behalf of AYSO with firms or individuals. Each person must examine his/her own activities and those of his/her family to be sure that no condition exists that could create a self-dealing situation in respect of financial transactions of AYSO.
 - (b) There are certain areas with which each individual must be especially concerned. Areas giving rise to possible conflicts of interest include the following:
 - (i) Holding a material financial interest, directly or indirectly (as an owner, stockholder, partner, joint venture, employee, creditor or guarantor), in a firm which provides services or supplies, materials or equipment to AYSO, any of its regions or any of its participants (such as a vendor of uniforms, soccer shoes, soccer balls, goal posts or other soccer equipment or a director or owner of a soccer camp for children), or in an organization to which AYSO or any of its regions provides services.
 - (ii) Accepting gifts or favors for himself or herself or for family members, or entertainment or other personal benefits in excess of \$100.00 from an outside organization or individual with whom AYSO or any of its regions does or may do business. This does not apply to acceptance of a casual gift of a nominal



value, nor reasonable personal entertainment (but not paid travel expenses), but care must be exercised to be sure that continuation of such matters does not gradually create or appear to create an obligation. Gifts of a substantial nature should be returned to the donor with the explanation that AYSO's policy would not permit the acceptance of the gift.

- (iii) Serving another organization in any capacity whether such service includes activities, compensated or not, which can affect or appear to affect an individual's ability to discharge his/her duties to AYSO.

(c) Therefore, to avoid conflicts of interest or the appearance of conflicts of interest, it is the policy of AYSO that:

- (i) Each executive member shall disclose in the executive member application or in the candidate statement the existence of any relationship by which the executive member might benefit, directly or indirectly by immediate family relationship, through ownership (including ownership of corporate shares exceeding 5% of a publicly traded company or 20% of a privately traded company) or employment of or with any vendor, supplier, contractor, service provider or sponsor of goods or services to AYSO or its members or participants. Such relationship shall be disclosed before the time for appointment or election.
- (ii) Each executive member shall disclose the existence of any relationship by which the executive member might compete directly or indirectly with any program offered by AYSO directly or through contractors. Such relationship shall be disclosed before the time for appointment or election.
- (iii) In the case of any relationship described in paragraphs (i) and (ii) above, the executive member shall, upon appointment or election, immediately terminate such relationship unless the relationship is authorized by the express written consent of the National Board of Directors or its designee. The executive member affected shall refrain from participating in or seeking to influence any discussion, debate or vote concerning whether to allow such relationship to continue. The National Board of Directors may revoke with or without cause consent once given at any time.
- (iv) No executive member, after appointment or election, may enter into any relationship described in paragraphs (i) or (ii) except with the express written prior consent of the National Board of Directors or its designee. The executive member affected shall refrain from participating in [or seeking to influence any discussion, debate or vote concerning whether to allow such relationship to be created. The National Board of Directors may revoke with or without cause consent once given at any time.
- (v) No executive member who is permitted to continue in or to embark upon a relationship described in paragraph (i) may participate in any discussion, debate



or vote concerning the relationship, the vendor, supplier, contractor, service provider or sponsor with whom the relationship exists. No executive member who is permitted to continue in or to embark upon a relationship described in paragraph (ii) may participate in any discussion, debate or vote concerning the relationship or the programs with which the executive member competes and no such executive member shall obtain or seek to obtain information from AYSO beneficial to the promotion of such competing program.

(vi) Any executive member who violates this policy is subject to immediate termination of executive membership status by the National Board of Directors, regardless of whether the executive member is appointed or elected. In the case of a member of the National Board of Directors, removal process shall comply with Section 4.18 of the National Bylaws.

5.4 Possible Improper or Illegal Conduct. AYSO Officials are not expected to be familiar with every law and regulation relating to this statement or affecting AYSO operations. When in doubt, however, it is incumbent upon each AYSO Official to consult with the National Executive Director. However, your attention is called to the following special areas:

- (a) Each AYSO Official must avoid improper acts and the violation of any governmental law or regulation in the course of performing his/her duties or employment.
- (b) No AYSO funds, property or resources may be used to carry on propaganda or otherwise attempt to influence ~~legislation~~ or, support any political candidate or party. An AYSO Official's political activity must, therefore, **be consistent with the direction provided in National Policy Statement 4.3 above.** ~~take place on his/her own time and at his/her own expense and away from AYSO premises.~~
- (c) No AYSO Official, in the course of his/her duties, shall accept or receive any payment or other thing of value (whether characterized as kickback, bribe, rebate, refund or otherwise, and whether intended by the payer to be for AYSO or the personal benefit of such AYSO Official) if the payment or receipt or tender thereof is illegal or is designed or intended to cause such AYSO Official to grant a privilege, concession or benefit to the payer in connection with AYSO business.



ARTICLE SIX

Standard Regional Guidelines

- 6.1 Adoption of Standard Regional Guidelines.** If a region does not have in force regional guidelines approved by the area director and the section director and on file in the National Support & Training Center, the Standard Regional Guidelines shall apply. Regions are strongly encouraged to adopt regional guidelines substantially in the form of the Standard Regional Guidelines.



ARTICLE SEVEN

Dispute Resolution

- 7.1 Adoption of Dispute Resolution/Discipline Procedures.** Each region, area and section shall adopt dispute resolution and discipline hearing procedures, consistent with those recommended in Article 9 of the Standard Regional Guidelines, applicable to disputes that may arise within the region, area or section.
- 7.2 Dispute Resolution/Discipline Where More Than One Region, Area or Section Is Involved.** The area director shall have responsibility and authority to conduct dispute resolution and discipline hearings involving matters between or among participants from two or more regions within the area, and any review of such action(s) shall be heard by the section director or disinterested hearing panel he or she may appoint. The section director shall have responsibility and authority to conduct dispute resolution and discipline hearings involving matters between or among participants from regions from two or more areas within the section, and any review of such action(s) shall be heard by a disinterested hearing panel the National President may appoint. The National President shall have responsibility and authority to conduct dispute resolution and discipline hearings involving matters between or among participants from regions from two or more sections, and any review of such action(s) shall be heard by the National Board of Directors or a disinterested hearing panel the National Board of Directors may appoint.
- 7.3 Cooperation with Dispute Resolution/Discipline Hearings and Decisions.** Each regional commissioner, area director and section director shall take all reasonable steps necessary to make sure that anyone with any supervisory authority over any incident requiring dispute resolution or discipline subject to Policy Statement 7.2 will immediately inform the appropriate area director, section director and the National Support & Training Center of such incident, fill out an appropriate Serious Incident Report, Misconduct Report or other similar report, promptly forward the report to the executive member with responsibility and authority to conduct the dispute resolution or discipline hearing and to the National Support & Training Center, and otherwise cooperate with such proceeding.

Each regional commissioner, area director and section director shall be responsible for carrying out and implementing the final dispute resolution and discipline decisions of any hearing panel properly constituted within these Policy Statements.



ARTICLE EIGHT

Organizational Operations

- 8.1 **Change Implementation: To assure an orderly process for the development of new and amended Bylaws, Rules and Regulations, programs, policy statements, procedures and guidelines, all such additions and changes approved by the NBOD or the executive members prior to June 1, will go into effect on August 1 of the year following approval, unless earlier implementation is specified in the approval. Any such change or addition approved between June 1 and December 31 in a given year will go into effect on August 1 of the second year following approval unless earlier implementation is specified in the approval.**