



AYSO National Policy Statements





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AYSO National Policy Statements

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 "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 Office, 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 Office without the prior written consent of the National Office. In the case of uniforms, while every Region is encouraged to use patches authorized by the National Office, silk screening will continue to be permitted without the need for consent of the National Office, 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 National Office. 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 Office, 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 member 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 Office if it is for a 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 to 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 Office.

(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 Office, 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 Office, 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 Office.

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 Standard Primary program (whether in single or split format) and any playoffs associated with the Standard Primary program. Special or experimental programs may be excluded from inclusion in some or all secondary programs depending upon the specifications of the event and/or the national policy.

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

Tournaments desiring to include U-10 teams must follow the AYSO Small-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.

(a) Player Participation

Participation in organized tournaments by U-8 division players (those players just completing the U-8 and under Standard 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 prior participation as a team member in the concurrent or just-concluded Standard Primary program, absent special circumstances (described below); (b) should be inclusive (open registration) and not exclusionary, but may be limited by age and/or gender. A player may participate on a Standard Primary program team and on a secondary program team at the same time, but may not participate on more than one Standard Primary program team at any one time unless participation on the additional Standard Primary program team is permitted in connection with a special program approved by the National Board of Directors. (See Bylaw Section 1.03(b) and Rules & Regulations Article III, I.) It is recommended that, to be eligible for participation in a secondary program, a team member should have played in a minimum of one-half of the Standard Primary program games.

Special circumstances would include, but are not limited to, an illness; a soccer-related injury; a player's 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



Standard 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 National 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 program 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 Office.

(b) Coach Participation

All AYSO coaches and assistant coaches who wish to coach in the AYSO National Games, concurrent secondary play competitions or nationally sanctioned AYSO Tournaments must, at a minimum:

1. Be a registered volunteer in eAYSO for the current year.
2. Have AYSO Safe Haven for Coaches certification.
3. Be trained per the National Coaching Program Guidelines at the age/skill level of the team they wish to enter/coach.

Following are the required certifications for each of the age levels:

Division	Minimum Required Certification
U-10	U-10 Coach
U-12	U-12 Coach
U-14	Intermediate Coach
U-16 & U-19	Advanced Coach

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 small-sided team roster size provided that all rostered team members 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, and the number of players on a team rule, shall apply to AYSO teams (whether Standard Primary program teams or teams specially constituted for such event) participating in non-AYSO tournaments or games within or without outside 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 Volunteers

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. Countless Regions across the country provide a successful and enjoyable soccer experience through such total volunteer efforts. Nevertheless, AYSO recognizes the pressures of day to day life that compete for the valuable volunteer time sometimes make it difficult to provide a quality soccer program solely with volunteers. However, various federal and state tax and labor laws apply when payment is provided for services which, if ignored, may incur significant liability for the AYSO organization and personal liability for the executive member and/or board members who approve or condone such payments. Such liability is not covered in the Volunteer Protection Act of 1997 for these volunteers. It is the purpose of this policy statement, therefore, to reinforce AYSO’s all-volunteer concept but to provide a protocol for a Region to follow when it is felt that it must pay for certain services.

The National Office has prepared guidelines for Regions to use, which have been approved by the NBOD for distribution. Regions contemplating payment for services must consult these guidelines first. No payment may be made by a Region to anyone for services commonly provided by volunteers that is not in strict compliance with those guidelines. Failure to comply with these guidelines when paying for services may result in the suspension or removal of the person(s) responsible and could result in the revocation of the Region’s Charter. Executive members and Regions, Areas, Sections or Tournaments engaging in practices that are not in compliance with the guidelines must understand that doing so could expose them to personal liability in any legal action arising from any payment for services.

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, in accordance with Policy Statement 2.2, a secondary program. It is hosted by a Region, Area or Section, and it includes only team members who have participated as players in the Standard Primary program (i.e., the first playing season in the Region in which all registered players participate) and which selects players for participation based primarily on their ability.

An All Star program is a specific set of competitions in AYSO played in close proximity to the end of the Standard Primary program and should not be confused with “select”, “travel” or “tournament” programs or other competitions that, with a few exceptions, typically take place at times further removed from the completion of the Standard Primary program.



The National Board of Directors (NBOD) recognizes that the All-Star program is a historical AYSO program in some parts of the country and allows it organization-wide as an optional offering.

An All-Star program, if implemented, shall abide by the following policies:

- (a) It shall not be allowed to become more extensive or important than the Standard Primary program.
- (b) Team members must have participated as players in the Standard Primary program. (It is recommended that to be eligible for participation in an All-Star program, a team member should have played a minimum of one-half of the Standard Primary program games.)
- (c) It must be self-supporting and not use general Region funds.
- (d) It shall not involve Jamboree, U-6 or U-8 divisions.
- (e) AYSO principles, Everyone Plays (one-half of every game), Positive Coaching, Good Sportsmanship, and Player Development will be emphasized.

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

Each of Sections One, Two, Ten and Eleven will continue to operate the All-Star Program as a Special Program with regard to its funding – an approved exception by the National Board of Directors due to elements approved in 1965 for these founding programs, which largely operate as extensions to their Standard Primary programs.

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 Handbook.
- (b) All tournaments, excluding Standard Primary program playoffs and excluding All-Star playoffs in Sections One, Two, Ten and Eleven, 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 National Board of Directors, on recommendation from the National Tournament Advisory Commission, may approve a fee to be submitted with a Tournament Authorization packet.
- (d) The Referee Plan of the tournament may require teams to pre-pay a refundable “referee commitment fee” as a guarantee that the team will furnish referees for the event, in addition to the entry or participation for the event, as long as the following conditions are met:
 - (i) The referee commitment fee shall be in a reasonable amount approved by the Section Director, and must be paid with a Regional check.
 - (ii) In all cases where the referee completes the assigned games, the referee commitment fee is refunded to the 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 commitment fee may be retained to pay expenses of the tournament, or applied to the use to which tournament proceeds were specified in the event announcement.



- (e) Regions, Areas, and Sections that host an AYSO tournament must have a healthy financial standing in the organization. Tournament hosts must not have outstanding debts, balances or invoices due the organization, its sponsors or suppliers. Failure to comply in bringing accounts current may result in the tournament not being approved or as Paragraph (f) describes other applicable steps that may be taken by the National Board of Directors.
- (i) A Region that has submitted a tournament authorization package for approval that is found to have outstanding invoices due in excess of 90 days shall have the approval process immediately suspended until the past due invoices are paid.
 - (ii) A Region that is found to be 90 days past due on outstanding invoices AFTER the tournament approval process has been completed, and is within 30 days prior to the tournament, shall have 10 days to satisfactorily resolve the outstanding delinquent balance or risk revocation of approval resulting in cancellation of the event.
 - (iii) A Region that is found to have balances in excess of 90 days, and less than 30 days remain until the tournament, will receive a financial evaluation by the Section Director and Section Tournament Administrator to the viability of the Region's ability to host a financially successful event. At this point, a determination will be made as to whether or not to allow the even to proceed regardless of subsequent financial compliance.
 - (iv) Good financial standing must be maintained. If a Region is held in financial non-compliance (outstanding invoices in excess of 90 days) two or more times during a fiscal year, it risks program sanctions including the revocation of tournament approval for the next fiscal year.
- (f) Tournaments held in AYSO shall comply with the following oversight dependent upon the scope of the tournament. The oversight includes the following, but is not limited to: all areas of compliance; filing of an annual budget and Regional rules and guidelines; annual coach and referee training and certification and input into eAYSO; tournament administrators and organizers properly trained and certified; all Regional players properly registered in AYSO and eAYSO; and the Region is otherwise held in good standing in the organization.
- (g) If a tournament does not comply with Paragraph (a), (b), (e) and (f) above and, if applicable, Paragraph (c) and (d), or if the tournament host has an outstanding financial balance with the organization which is over 90 days past due, Paragraph (d), the AYSO National Board reserves the right to:
- (i) Suspend such tournament through its designees, the National Director of Tournaments;
 - (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.
- (h) The tournament Treasurer will be responsible for completing the financial accounting of the tournament and assisting the Regional treasurer with submitting the Tournament Income and Expense Statement on all AYSO Open, Open Invitational and International tournaments to the appropriate Section Tournament Director within 90 days after the event. This form must be submitted with sign-off approvals by the Regional Commissioner, Area Director and Section Director. This financial statement shall be made immediately available to anyone requesting it.

Section Tournament Administrators are responsible for following up with tournament directors to bring all tournaments into compliance. No further tournaments will be approved unless they are in compliance with the above stated requirement.



- (i) Tournament proceeds may only be used for approved AYSO-related purposes which are consistent with AYSO's not-for-profit, IRS Code 501(c) (3) status. This includes program operation and/or enhancement such as: registration scholarships, VIP programs, equipment purchases, field development, acquisition and maintenance, etc. Tournament proceeds may also be allocated to a Region's secondary season teams for uses including, but not limited to, tournament fees, team parties and player and/or coach mementos, as long as such items are approved AYSO-related expenditures.
 - (i) All tournament sponsorship letters and solicitations, as well as all businesses being contacted, must first be approved by the Regional Commissioner.
 - (ii) The intended use of tournament proceeds must be indicated on all advertising and sponsorship solicitations, and proceeds must be used as stated.
 - (iii) The Regional Commissioner is ultimately responsible for all funds collected and disbursed in the name of AYSO at the Regional level. Therefore, the Regional Commissioner can disallow any disbursement that he/she deems inappropriate.
- (j) Prior to final approval at the appropriate level, only proposed tournament dates and notification that approval is pending may be posted on the tournament or Region Website. E-mail blasts are permitted but must include the caveat that applications will not be accepted until the tournament is approved. The following activities are prohibited prior to approval:
 - (i) posting on the tournament or Region Website anything other than the tournament date and its status (pending approval)
 - (ii) mailing or e-mailing tournament applications, rules, etc.
 - (iii) soliciting or accepting applications to the tournament
 - (iv) accepting payment of tournament entry fees

Any tournament not in compliance with this policy will be required to cease all advertising, including removing all tournament information from the Web. Non-compliance with this policy may result in tournament cancellation and/or sanctions on future tournament events.

2.9 Knee Braces

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 AYSO Code of Conduct Policy Against Harassment, Abuse or Violence

AYSO has a well-deserved reputation for quality youth soccer which is played in a safe, fair, fun, positive family environment as established by the expectations of AYSO in its governing documents and educational programs. This Code of Conduct Policy supports AYSO's Vision, Mission and Philosophies by providing guidelines for AYSO entities to report, track and respond to inappropriate behavior for any incident that detracts from AYSO's stated beliefs and reputation. This Policy will cover incidents before, during and after an AYSO activity. Incidents that involve players or substitutes during a match are typically handled by the referee subject to further action pursuant to Region, Area, or Section procedures. All other incidents will be subject to this policy.

Consistent with Child Protection laws, AYSO prohibits all forms of child abuse, including emotional, physical, sexual, ethical abuse and neglect. As a mandated reporter in many jurisdictions, AYSO requires good faith reporting of suspected child abuse to local law enforcement agencies and Safe Haven.

Retaliation against persons who report harassment, abuse, or violence, or who cooperate in any related investigation, is not acceptable. Reports of harassment, abuse or violence, as well as any related investigation, will be kept as confidential as possible, consistent with the need to investigate any such report and comply with AYSO's policies, procedures and applicable laws.

(a) Harassment

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 all players and volunteers of AYSO and prohibits harassment of players or volunteers at any AYSO activity by any person, including spectators, vendors and-visitors. This policy prohibits unlawful harassment in any form, including verbal, physical, visual, retaliation or threats or demands.

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 board member. Regional Commissioners or other AYSO board member should immediately report incidents of harassment to their Area Director, unless the report involves said person or member of the Area Board of Directors, in which case the report shall be made to the Section Director. The Regional Commissioner or other appointed AYSO board member will take reasonable care to investigate all such claims in taking any corrective or disciplinary action.

(b) Examples of Harassment

AYSO prohibits all conduct that is considered to constitute harassment including but 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 conduct by an individual is used as the basis for decisions affecting the participation of the 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. Individuals who violate this policy are subject to disciplinary action up to and including immediate removal.

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 an activity which is 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 harassment.

A player, volunteer or other person who believes they have experienced harassment by any other person while at an AYSO activity should follow the reporting procedures described in 2.12.a above.

(c) Volunteer Abuse, or Violence

This policy describes disciplinary actions that may be taken by AYSO toward individuals involved with AYSO who do not adhere to the behavioral standards described in this policy. All persons, adult and youth, may face disciplinary action for various offensive conduct, which conduct can generally be classified as minor, significant, major or extreme.

Abuse

Abuse is described in AYSO Safe Haven Training and may include a verbal statement or physical act not resulting in bodily contact which implies or threatens physical harm to an individual or the individual's property. Abuse includes, but is not limited to the following acts directed at an individual: using foul or abusive language that implies or threatens physical harm to the individual targeted by that language; spilling any beverage on an individual's personal property; spitting at (but not on) another individual.

Acts of Violence

An intentional act of physical violence directed at or upon an individual, for purposes of this policy, includes an act intended to cause the individual targeted to be fearful of injury to himself or herself, to a member of his or her family or to said individual's property or the property of said individual's family members. Unintended consequences of the act are irrelevant.

Acts of violence also include, but are not limited to, the following acts committed upon an individual: hitting, kicking, tripping, punching, choking, spitting on, grabbing or bodily running into an individual; head butting; the act of kicking or throwing any object at an individual that could inflict injury; damaging the individual's clothing or personal property, e.g., car, equipment, etc. Acts of violence also include what is considered to be any type of criminal assault or battery by law enforcement authorities with jurisdiction over the location of the incident.



Acts of Violence May Result in Immediate Suspension

For acts of violence where physical contact was made, the police should be summoned and reports/charges filed. From an organization standpoint, automatic suspension of the offending member is desirable. A timely due process review shall be conducted in accordance with existing AYSO guidelines and policies, and sanctions should be imposed if warranted.

Method of Communicating Behavioral Issues

Misconduct by individuals may be communicated by players, volunteers, parents, and/or spectators to a board member of the AYSO Section, Area, Region sponsoring the activity, or to any other person believed to be an AYSO official. Referees and/or board or staff members shall complete and submit reports to their supervisory volunteer and any Incident Report prepared should be sent to the National Office.

AYSO Recommended Sanctions for Various Offenses

The following chart provides guidance and recommendations that Regions, Areas, and Sections may use as a basis for determining what they believe to be appropriate sanctions for violation of this policy. Due process review must be conducted in accordance with existing AYSO guidelines and policies before issuing any sanctions in accordance with this policy, including the actions described in the chart below. In addition to the use of the material detailing the expected behavior, all non-player program participants should be made aware of the potential consequences for their actions.

GRADUATED SCALE OF ACTIONS AND SANCTIONS		
Category	Description – Non-Player Behavior	Action by Region, Area, Section
Minor	Minor offenses include but are not limited to: <ul style="list-style-type: none"> • Persistent dissent • Failing to adhere to the positive coaching philosophy • Failing to adhere to the AYSO philosophies 	<ul style="list-style-type: none"> • A non-player committing a minor offense should be placed on probation for the remainder of the season (Fall, Winter, Spring or Summer) up to one calendar year. • A second minor offense while on probation may result in suspension for a period determined by the appropriate Executive Member. The CVPA will notify the National Risk Management Coordinator (NRMC) of the suspension. • A third offense while on probation or suspension may result in barring the person from attending all AYSO events for a period defined by the appropriate Executive Member.



<p>Significant</p>	<p>Significant offenses include but are not limited to:</p> <ul style="list-style-type: none"> • Use of profane, offensive, insulting or abusive language or gestures • Any situation during a game for which play is stopped to deal with misconduct by a non-player. • Persistent minor offenses 	<ul style="list-style-type: none"> • A non-player committing a significant offense may be suspended for a period determined by the appropriate level of Executive Member, for duration from a single game to one calendar year. All suspensions are reported to the NRMCM by the CVPA. • A second offense while under suspension, the non-player may be barred from attending AYSO events for a period defined by the appropriate Executive Member.
<p>Major</p>	<p>Major offenses include but are not limited to:</p> <ul style="list-style-type: none"> • Any situation during a game where a non-player is asked to leave the game by a referee, coach, board member, or other AYSO Official • Persistent significant offenses 	<ul style="list-style-type: none"> • A non-player committing a major offense may be suspended for a period determined by the appropriate level of Executive Member or barred from attending any AYSO event depending upon personal history. All major offenses are reported to the NRMCM by the CVPA. • A second offense while under a suspension, the non-player may be barred from attending AYSO events for a period of time determined by the appropriate Executive Member.
<p>Extreme</p>	<p>Extreme offenses include but are not limited to:</p> <ul style="list-style-type: none"> • Any situation resulting in a game abandoned or terminated by a referee, board member, or other AYSO Official due to non-player misconduct. 	<ul style="list-style-type: none"> • A non-player committing an extreme offense may be barred from any AYSO event for a period of time determined by the appropriate Executive Member.

2.13 Severe Weather

Thunderstorms and Lightning

If a Region has a frequency of thunderstorms, a safety policy should be posted on the Region's website, discussed in Safe Haven® courses, emphasized at all coach, referee and team parent orientation meetings and be contained in the Region Handbook distributed to participating families.

In tournament play or other special events, if there is a possibility of thunder and lightning storms, a pre-event meeting to assure that guidelines, safety procedures, duties and responsibilities are reviewed and clearly understood by all event staff and participants should be conducted. If this is not possible, then a communication plan should be incorporated to ensure this information is given to all participants and volunteers to ensure safe and orderly execution of emergency planning procedures.

Event officials will consult and determine the course of action – give the “all clear” sign for games to resume, cancel the balance of ongoing games or cancel games for the day. Event administrators,



Regional Commissioners or their designees, including Coach Administrator, Referee Administrator or referees, will have the authority, as so designated, to delay the start of play, call a halt in play or suspend/terminate a game due to severe weather conditions.

- (a) Many communities and parks systems have lightning detection and tornado warning systems in place. Obey the rules established by the community. When storm warning technology indicates severe weather danger, cease all field activities and seek shelter immediately.
- (b) Know how to use the warning systems in place and heed all warnings even if you are told there is a possibility of a false alarm.
- (c) When thunder is heard it is within striking distance. – seek shelter immediately. Do not wait for the rain to start before seeking shelter, and do not leave shelter just because the rain has ended. Enact the safety plan now!
- (d) Restart games after no thunder has been heard for 30 minutes, or if there is a warning system in place, the community ALL CLEAR SIREN has been sounded.

2.14 Concussion Awareness and Safety

The Concussion Awareness and Safety Policy shall consist of the following component policies:

- (a) Information - Information regarding the signs and symptoms of concussions, and what to do if concussion signs or symptoms are evident, will be broadly disseminated throughout AYSO.
 - (i) The AYSO/CDC Parent/Athlete Concussion Information Sheet will be used to implement this policy through electronic distribution and, where possible, through a hard copy.
 - (ii) Signatures will be required in states where receipt of the concussion information must be acknowledged by signature of a parent and/or athlete.
- (b) Training - Concussion Awareness Training is strongly recommended for all coaches, referees, Executive Members, Advisory Commission Members and Section/Area/Region Boards and Staff. Concussion awareness training shall be required for coaches and other “Officials” as required by states which have a concussion law that applies to AYSO programs.
- (c) Participation Release – Return to Play
 - (i) If a player exhibits any signs or symptoms of having a concussion, AYSO strongly recommends that parents and guardians seek medical attention and obtain clearance by a medical professional before the athlete returns to play.
 - (ii) In states that have a concussion law that applies to AYSO programs and requires a medical clearance if a player had a concussion or exhibited any signs or symptoms of a concussion, AYSO requires that parents and guardians seek medical attention and obtain clearance by a medical professional before the athlete returns to play.
 - (iii) Regardless of whether there is a concussion law that applies to AYSO programs in the particular state, a player may not return to play on the same day that the player was removed from play, or not permitted to participate, because the player exhibited signs or symptoms of a concussion.

2.15 Youth Volunteers

Although AYSO appreciates and encourages young people to participate in all aspects of soccer including coaching and officiating, an individual under the age of majority, a youth volunteer, may not be listed as the Team Coach or Assistant Coach and may not be responsible for or in the position of supervising children.



Each of the seven required Regional Board positions including Regional Commissioner, Treasurer, Child and Volunteer Protection Advocate, Registrar, Safety Director, Regional Coach Administrator, and Regional Referee Administrator must be held by an adult volunteer. In addition, youth volunteers may not hold any other Regional Board position other than in a non-voting capacity.

Careful consideration should be given to the duties associated with other volunteer positions before assigning them to youth volunteers. Youth volunteers should not be assigned to any position with responsibility for the administration, management or supervision of an AYSO program including areas such as custodial supervision of youth participants, finances, personal data confidentiality, dispute resolution and risk management.

Article Three: Rules Relating to Regions

3.1 Reimbursement 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 the AYSO annually published rate per mile. Taxi only if necessary and with receipt submitted.
- (ii) Meals as follows:
Breakfast - up to \$10.00 per day
Lunch – up to \$15.00 per day
Dinner – up to \$25.00 per day - 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 Office.
- (v) Hotel Rooms. Because of the wide variances in rates, common sense is required. Reservations and prepaid rooms are available through the National Office.

(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 Office 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 Office, 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 Office 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 Office, the Area Director and the Section Director must be immediately notified and copies of all papers received sent promptly to the National Office.

The National Office 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 Office and national policies and programs (such as licensing) will also be considered.



3.6 AYSO Legal Representation and Fees

The National Office 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 Office, or (b) has failed to notify the National Office in a timely manner of any threatened claim, or (c) has commenced a lawsuit without the prior written consent of the National Office.

3.7 Registration of Players and Volunteers; Filing of Player and Volunteer Registration Forms; Use of eAYSO as Exclusive Registration System; eSignature Requirement

Regions must process all player registration and volunteer application forms immediately upon receipt to ensure timely player and volunteer registration as well as coverage under AYSO's insurance policies.

With respect to volunteer application forms, Regions must collect and forward to AYSO's National Office signed copies of the volunteer application form for any proposed volunteer who is not registered using eSignature on eAYSO. Effective January 1, 2014, all AYSO volunteer applications must be submitted using eSignature on eAYSO.

With respect to player registration forms, Regions must collect and retain hard copies of the signed player registration form for any player who is not registered using eSignature on eAYSO. Regions are encouraged to use eSignature for player registrations as soon as possible. Effective August 1, 2014, all AYSO player registration forms must be submitted using eSignature on eAYSO.

Also effective August 1, 2014, eAYSO will be the exclusive registration system for AYSO. Therefore, as of that date, AYSO will require that registration of all players in addition to all volunteers be through eAYSO, using eSignature, and no third party registration systems will be permitted for player or volunteer registration. To enable sufficient transition time for those few Regions using third party registration systems for the membership year beginning August 1, 2012, those Regions may request extension of the August 1, 2014 deadlines in this Policy, but not to extend beyond January 1, 2015. Any such requests will be considered by the National Office on a case-by-case basis.

The failure of any Region to comply with the deadlines stated herein may constitute grounds for sanctions, including but not limited to, any or all of the following: revocation of the Region's charter; removal of the Regional Commissioner; and/or holding the Region responsible for payments under the Soccer Accident Insurance program.

The National Office, in consultation with the membership, is developing materials and information to support Regions with the transition to eSignature and to use of eAYSO as the exclusive registration system of record.

3.8 Cultural Exchange Programs

In cultural exchange programs, AYSO players travel to a host foreign country or a Region hosts a foreign country's visiting team(s) for the dual purpose of playing soccer and learning about different cultures and geographic areas, and making friends through the universal language of soccer.

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 Region funds may be used to subsidize a team travelling to participate in a foreign country's cultural exchange program. A Region may use general Region funds to cover the Region's expenses of hosting foreign teams if the competition is part of a Region-hosted tournament or other competition that is open to all Region players. Special fund-raising to finance such programs in whole or in part is allowed if the purpose is published to the Region members.



Regions should refer to the AYSO Tournament Handbook and contact the Risk Management Coordinator at the National Office for additional information, guidelines, and rules relating to cultural exchange programs.

3.9 Bank Accounts

Only Regions, the National Office 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 Office 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 Office, 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 years 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 Office.



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 Directors Meeting.

4.2 Accountability of Executive Member upon Resignation

Each executive member who is a Regional Commissioner, Area Director or Section Director is an officer of AYSO and as such is responsible for all assets of AYSO in the AYSO subdivision (Region, Area, or Section) for which that executive member is responsible, all books and records regarding that AYSO subdivision, and for all reports required to be filed with the AYSO National Office. This includes all documents concerning the administration, finances or other operations of the AYSO subdivision, all cash, and all bank accounts and every other form of asset in which funds were deposited with any person or entity, PLUS all of the following: goal posts, anchors, nets, referee corner flags, field lining equipment, paint and chalk, uniforms, balls, ball bags, computers, hard drives, notebooks, modems, monitors, printers, copiers, scanners, LCD projectors, overhead projectors, audiovisual equipment, shredders, telephones, cell phones, Blackberry and Bluetooth equipment, other PDA's, receivers, pagers, 2-way radio walkie talkies, cameras, memory cards, camcorders, tape recorders, televisions, radios, calculators, carts, wagons, storage facilities and containers, easels, charts, signs, posters, ink, toner, clipboards, binders, paper, all other types of equipment and supplies, and all other items of personal property. No resignation of an executive member will be accepted by the National Board of Directors, nor will the executive member be released from liability, unless (1) the AYSO National Office 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 Office.

4.3 Political Activities

AYSO, being a nonprofit Organization, under Section 501(c)(3) of the Internal Revenue Code, is subject to certain limitations when it comes to involvement in election campaigns and initiatives related to public policy. Frequently there are local campaigns for political office or ballot initiatives that have a direct impact on AYSO Regions, and local leadership feels compelled to get involved in the best interests of the local AYSO organization(s). Nevertheless, executive members and representatives of Region, Area and Section Boards must proceed with caution so as not to jeopardize AYSO's non-profit status.

AYSO Regions, Areas or Sections, and individual members serving in their official AYSO capacity or otherwise communicating through official AYSO communications channels are absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. Political intervention is defined as "any and all activities that favor or oppose one or more candidates for public office." The prohibition extends beyond candidate endorsements. It includes, "contributions to political campaign funds or public statements of position (verbal or written) made by or on behalf of an organization in favor of or in opposition to any candidate for public office."

AYSO entities and representatives may take positions on public policy issues (ballot initiatives, public park bond issues, etc.) including issues that divide candidates in an election for public office.



However, in communicating AYSO's position on any ballot initiative that might impact local soccer activities, Regions must avoid any issue advocacy that functions as political campaign intervention, as defined in the second paragraph above. Even if a statement does not expressly tell an audience to vote for or against a specific candidate, a Region or AYSO representative delivering the statement is at risk of violating the political campaign intervention prohibition if there is any message favoring or opposing a candidate. In such a case, statements from AYSO representatives should stick to the ballot initiative and what it means to AYSO. Do not make any reference to any candidate who might support the initiative or who might oppose it.

The law, and this policy statement, are not intended to restrict any individual citizen's right to free speech. However, AYSO members cannot make partisan comments in official AYSO publications or at official AYSO functions. AYSO leaders who speak or write in their individual capacity must clearly indicate that their comments are personal and not intended to represent the views of AYSO. Anything a member wishes to say or publish would have to be outside of a Regional meeting, game or other activity and cannot appear through a communication channel paid for or otherwise supported by AYSO. Any such speech or published material put forth as an individual must contain a disclaimer stating that the opinions expressed are of the individual and not those of AYSO.

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 (for or against) a candidate's campaign for public office 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 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 Office. 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:

- (a) 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 National Office, any such arrangement shall be on a non-exclusive basis only. Such arrangements may not exceed three years in duration.
- (b) 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.
- (c) All such supply contracts or other group purchasing arrangements which exceed one year in duration, shall be submitted to the National Office 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).

4.6 Cessation of Rights and Privileges

Any executive member who is a Regional Commissioner, Area Director or Section Director and remains in that position longer than the final date in the period of time for which she/he was appointed by the National Board of Directors (the "Final Date") shall cease enjoyment of all rights and privileges of the position at 12:00 midnight at the end of the Final Date, unless a fully completed application for re-appointment is received by the National Office prior to the Final Date. Despite a cessation of rights and privileges, each such executive member shall remain bound by the same fiduciary obligations that are summarized in Policy Statement Section 4.2 regarding a voluntary resignation, until the two events, numbered 1 and 2, described in the final sentence of Section 4.2 are satisfied.

Article Five: Standards of Conduct and 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 Office, 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. This includes, but is not limited to, those activities related to AYSO Standard Primary programs, secondary programs and special programs that interface with other youth soccer organizations and their programs and their local and national governing bodies.
- (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.
- (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 Office, 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 review 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 resolve disputes and conduct discipline review proceedings 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 resolve disputes and conduct discipline review proceedings 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 conducted by a disinterested panel the National President may appoint. The National President shall have responsibility and authority to resolve disputes and conduct discipline review proceedings involving matters between or among participants from Regions from two or more



Sections, and any review of such action(s) shall be conducted by the National Board of Directors or a disinterested panel the National Board of Directors may appoint.

7.3 Cooperation with Dispute Resolution/Discipline Review Proceedings 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 Office 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 discipline review proceeding and to the National Office, 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 review panel properly constituted within these Policy Statements.

Article Eight: Organization 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 National Board of Directors 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 an earlier implementation is specified in the approval.

8.2 Expenses of Candidates for Director.

To help ensure free and open elections for the position of Director, as defined in Section 4.02(b) of the AYSO National Bylaws, a non-incumbent candidate for the office of Director who is not an executive member and who is nominated pursuant to Bylaw 4.04(a) or 4.04(b), will be reimbursed from the National Budget for those reasonable expenses incurred to attend the NAGM where the individual is a candidate for election. Reimbursement will be limited to the first five (5) such candidates in any one year, based on the date on which their application is received at the National Office. Details regarding this reimbursement policy can be obtained from the office of the Chief Financial Officer at the National Office.

8.3 Outline of Procedures for Nominating Commission Under Bylaw 4.05(a)

- (a) All of the Section Directors who are in such position within the time period for which they were appointed by the National Board of Directors ("NBOD"), shall comprise the nominating commission (the "Commission") to seek qualified candidates for election as Directors and/or as President as provided in Bylaw 4.05(a), in accordance with procedures set forth by the NBOD. However, any Section Director may appoint one person, other than a member of the NBOD, designated by her or him to serve in her/his place on the Commission.
- (b) Members of the Commission will conduct themselves in a professional manner and will keep confidential all matters related to fulfilling the duties of the Commission, including all matters considered with respect to each candidate. No Commission member may discuss with, or disclose to, any person not a member of the Commission or the NBOD, any comment by a Commission member while the Commission considers the candidates. However, if there is any suggestion that a candidate may have acted in an illegal, illicit or immoral manner, then, in



fairness to the candidate, the Commission will offer her/him an opportunity to provide an explanation/refutation, all of which will be discretely handled by Commission members.

- (c) Any designee appointed by a Section Director to serve on the Commission, is an equal member of the Commission with the same rights, obligations and duties as any Section Director. Accordingly, the participation and access of Section Director Designees may not separately be limited or restricted.
- (d) Based on simple fairness and prudent governance practices, no person who agrees to accept a position as a member of the Commission concerning a particular NAGM, may seek subsequently to be, or accept nomination as, or otherwise be, a candidate for the NBOD or President for the same NAGM by any method permitted under the Bylaws; this prohibition includes each procedure in the subsections of Bylaw 4.04.
- (e) The members of the Commission and members of the NBOD are responsible for seeking qualified candidates throughout the organization and not to limit the scope of the search to individuals who are Section Directors or members of the NBOD.
- (f) No candidate will be interviewed by the Commission or otherwise be asked to appear before the Commission.
- (g) A candidate must satisfy the following categories in order to be deemed qualified candidates:
 - Pass the background checks performed by the organization
 - Be a volunteer at the time of nomination or application
 - Be in good standing in the Organization as reported by the NBOD
 - Possess skills and experience that are sought as defined and updated annually by the NBOD
 - Have demonstrated strong and consistent leadership
 - Demonstrates a commitment to the philosophies of AYSO
 - Possess interpersonal skills to work with a wide variety of people in the Organization
 - Enhance public standing
 - Focus on mission and purpose of AYSO
 - Ensure proper support of the National Executive Director and his/her staff.
- (h) The Commission shall make its report to the NBOD at least 120 days before the date of the election.
- (i) In order to become a member of the Commission, each Section Director and, if applicable, designee of a Section Director, must first execute a certificate containing the following statement and waiver and submit it to the National Office for delivery to the NBOD.



"I, [insert name of Section Director or designee of Section Director], understand that as a member of the NBOD Nominating Commission I am not eligible to run for election to the NBOD by any method permitted under the Bylaws, even if nominated from the floor of the meeting in question, with respect to the election for which I am acting as a member of the NBOD Nominating Commission. As such, my signature below acknowledges that I waive any rights that I may otherwise have to seek election to the NBOD with respect to the election for which I am acting as a member of the NBOD Nominating Commission."

**Certificate and Waiver of Nominating Commission Member
Under National Policy Statement 8.3(i)
Nominating Commission for Elections at 2014 NAGM**

This certificate is being submitted in connection with National Policy Statement 8.3 "Outline of Procedures for Nominating Commission Under Bylaw 4.05(a)" by the undersigned individual who is either a Section Director or designee of a Section Director proposing to serve as a member of the nominating commission under Bylaw 4.05(a) and in accordance with National Policy Statement 8.3.

I, _____, understand that as a member of the NBOD Nominating Commission I am not eligible to run for election to the NBOD by any method permitted under the Bylaws, even if nominated from the floor of the meeting in question, with respect to the election for which I am acting as a member of the NBOD Nominating Commission. As such, my signature below acknowledges that I waive any rights that I may otherwise have to seek election to the NBOD with respect to the election for which I am acting as a member of the NBOD Nominating Commission.

Date: _____ [Signature]

Name: _____ [Please Print]

Section Number: _____

