

Soccer Association for Youth, USA

Policy Manual

Updated November 2022



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Policy Introduction

This Soccer Association for Youth, USA (SAY) authored Policy Manual (hereafter the “Manual”) has been designed to help new and current SAY Members familiarize themselves with our policies, procedures, and soccer culture. Other aspects of participation within SAY Soccer which do not appear will be in the SAY Soccer Organizational Rules, SAY Soccer Playing Rules, SAY National Bylaws, SAY National Constitution or on our website.

SAY Soccer recognizes five pillars of a typical soccer organization which include administrators, coaches, referees, parents and most importantly the players. This Manual is meant to head off potential conflicts that may arise across these pillars.

SAY Soccer has published this Manual with the intent of bettering your program and providing a minimum standard from which your leadership team can improve upon. It is also expected that your membership will use common sense and ethics while operating a SAY Soccer affiliated program. It is impractical to verify that all members have read the Manual, and therefore it is the responsibility of each Area and District Board Member to take time to learn and discuss the SAY Soccer Policy Manual with other leaders in your program. Details from these discussions should be reinforced through verifying such data in the Manual or upon conflict, by bringing such items to the attention of the SAY Soccer National Office.

SAY Soccer will make every effort to provide members with advance notice when a policy is expected to be changed. However, SAY Soccer may choose for its own reasons at any time and with no prior notice to change, suspend, add, remove, or otherwise modify any or all content in this Manual to meet legislative, economic, financial, or other conditions as needed. The regulations and benefits required by law will always remain in force. In addition, if any provision in this Manual is found to be unenforceable and invalid, such finding does not invalidate the entire Manual, but only that particular provision.

The Manual will apply to all members unless they are excluded or exempted by name, group, department, status, class, or other non-discriminatory method. The Manual is not a contract.

This Manual includes the most recent policies and procedures. All prior copies of the Manual will be considered void immediately following the most recent update approved by the current National Board of Directors.

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100 – Participation Policy

101 - Inclusion

1. The Soccer Association for Youth membership is open to all persons and organizations interested in the purpose for which it is organized without discrimination on the basis of race, color, religion, age, sex, sexual orientation, gender identity, gender expression or national origin.

102 - Team Assignments

1. The Soccer Association for Youth teams are registered on a birth gender-basis.
2. Co-ed teams are permitted and are designated as a birth gender-based boys 'team. If only one boy plays on a girls 'team, it is designated as a boys 'team. Any number of girls can play on a boys 'team and it remains as a designated boys 'team.
3. A player may play in the next older Age-Division, if and only if:
 - 3.1. A parent requests, in writing, prior to the player-draw proceedings that his/her child play in the next older Age-Division, and
 - 3.2. Such a player assignment is to be made with the written approval of the District Representative.
4. A player with a disability or a developmental difficulty may be assigned and play in the next younger Age-Division, only if approved by the SAY Area and only if all the following criteria are met:
 - 4.1. The request is initiated by a parent, in writing, prior to the player-draw proceedings;
 - 4.2. The request is accompanied by a written document from a doctor attesting that the child's developmental problems would best be served by playing in a younger Age-Division;
 - 4.3. Such a player assignment is approved, in writing, by the District Representative; and
 - 4.4. Upon approval by the SAY Area and the assignment of the player to a team, there shall be no limitation on the participation of that team with other Districts or SAY Areas
5. Transgender participants may register with the birth gender-based team with which that player identifies only upon a showing and confirmation of gender identity. This showing and confirmation requirement is satisfied by the following documentation or evidence which shall be provided to the SAY National Office by the SAY Area:
 - 5.1. An affidavit or statement evidencing that the stated gender is sincerely held, and is part of a person's core identity; and
 - 5.2. Any government-issued documentation or documentation prepared by a health care provider, counselor, or other qualified professional not related to the player that the player identifies with the stated gender
 - 5.3. Upon approval by the SAY National Office and the assignment of the player to a team, there shall be no limitation on the participation of that team with other Districts or SAY Areas

200 – Weather Policy

201- Weather Policy

SAY Soccer strongly encourages SAY Areas/Districts to utilize their local weather authorities (television/media, the National Weather Service, The Weather Channel, Accu-Weather, etc.) to monitor weather conditions and make decisions regarding playing or cancelling/postponing scheduled games.

1. Lightning

- 1.1. The safety of players and participants is of utmost importance. Soccer fields can be a dangerous place during severe weather.
- 1.2. Lightning often travels sideways as far as 10 miles and can strike away from any rainfall, even when skies are blue.
- 1.3. You are in danger if you can see lightning.
- 1.4. You are in danger from lightning if you can hear thunder.
- 1.5. In the event of a storm, games and/or practices must be stopped and suspended until the danger has passed using the following minimum criteria:
 - 1.5.1. The sighting of a lightning flash or the hearing of the sound of thunder shall be reason enough to immediately stop and suspend a game or a practice session.
 - 1.5.2. Do not wait until it rains.
 - 1.5.3. Do not try to reach the end of a period or the end of a game.
 - 1.5.4. Coaches shall take their players to a safe location upon suspension of a game and/or a practice session.
 - 1.5.5. Following suspension of a game, the Referee(s) shall promptly leave the field to a safe location.
- 1.6. Play and/or practice shall not be resumed prior to 30-minutes after the last sighting of lightning or the last sound of thunder.
 - 1.6.1. On fields that utilize lightning detectors, games and/or practice sessions must also be immediately suspended upon the sounding of the alarm.
 - 1.6.2. Resumption of play and/or practice shall not occur until the all- clear alarm is sounded and the 30- minute wait period has been met.
 - 1.6.3. If the lightning detector does NOT have an all-clear function, the 30-minute time frame will apply.

2. Severe Weather

- 2.1. In general, games should NOT be played if severe weather conditions are present. Examples of severe weather conditions include, but are not limited to:
 - 2.1.1. Lighting/thunder (See Lightning Policy above),
 - 2.1.2. hurricanes/tornadoes,
 - 2.1.3. blizzards/dangerous wind chills,

2.1.4. other conditions where your local area has been instructed to stay indoors or otherwise limit exposure outside.

2.2. High/Extreme Heat Conditions

2.2.1. Unlimited water breaks should be provided to all players in each playing period, in addition to the usual breaks between periods.

2.2.2. It is the SAY Area's discretion if time for water breaks is made up during the playing period.

2.2.3. Frequent substitution is encouraged.

2.2.4. Shade in the form of canopies/tents/umbrellas are strongly encouraged for the bench areas to keep players out of direct sun.

2.3. Cold/Extreme Cold Conditions

2.3.1. Players may wear additional clothing to maintain warmth, subject to the overriding conditions of Law 4 regarding legal/illegal equipment.

2.3.1.1. Examples of additional clothing would include:

2.3.1.1.1. Pants/leggings worn under or in place of shorts,

2.3.1.1.2. Soft hats/ski caps and/or gloves,

2.3.1.1.3. Jackets/sweatshirts/etc. worn under the team jersey/shirt with their number visible.

2.4. Decision Making Authority

2.4.1. SAY Areas, Districts, and any other designated authorities may shorten any game due to weather related concerns.

2.4.1.1. The shortening of games includes reducing the playing time of each playing period or ending a game at half-time (or afterwards) as conditions warrant.

2.4.1.2. Once a game is underway, the Referee(s) also has the authority to end a game at any time for any player-related safety issue including weather (see SAY Playing Rules - Law 5).

2.5. US Soccer Resources

2.5.1. U.S. Soccer also provides detailed information related to heat/cold and other environmental concerns regarding player safety, which can be found at: <http://www.recognizetorecover.org>

300 – Risk Management

301- Times Two Policy

All SAY Areas will require no less than two adults (preferably unrelated), per team, to be present at all team functions such as games, practices, picnics, etc. No exceptions! All contact with Minor Athletes must be observable and interruptible. The adults assigned can be a combination of coaches, parents, board members or other persons over the age of 18. While the focus of this policy is on the protection of the child, it also provides a level of protection for the volunteer(s).

302– Background Screens

1. Safeguards in the process of selecting coaches, contracting with independent contractors (such as referees) or soliciting volunteers will be used to eliminate from consideration any candidates who display characteristics that could classify them as high risk for violating this policy.
2. The minimum acceptable standard is that all coaches and assistant coaches must complete a SAY Volunteer Application annually.
3. All candidates who check “yes” to any felony or misdemeanor conviction will be subject to a local state and federal background screen by SAY National’s current preferred provider or a qualified provider of your choice. This includes screening for:
 - 3.1. Criminal background checks in all states where the candidate has lived in the past seven years
 - 3.2. Sexual offender registry checks in all states where the candidate has lived for at least seven years.

Please check with your state and local laws for any additional requirements needed to work with Minor Athletes.

4. All Candidates for positions will be screened and selected by completing and submitting a Standard SAY Volunteer Screening Application (the “Screening Application”) if the candidate is an adult having unsupervised access to a youth member of SAY. Unsupervised access is defined as a 50-yard radius around a youth member of SAY without another adult within that same radius. At the very least this will include the head coach and all assistant coaches. All contact with Minor Athletes must be observable and interruptible.
5. The Screening Application will include an authorized signature to perform all necessary background checks.
6. All information collected about a candidate will be reviewed and used to determine if they are appropriate for the respective position. If there are sufficient mitigating circumstances, please consult the SAY National Office regarding the acceptance of the volunteer. If retained, all information collected during the screening process will be included in the Area/District administrative files.
7. SAY Soccer uses a list of disqualification offenses as a minimum baseline in determining eligibility to volunteer or work in the SAY Soccer organization in any capacity.
8. SAY Soccer uses SafeSport Centralized Disciplinary Database to identify volunteers or employees who may have been sanctioned and rendered ineligible for participation due to sexual misconduct offenses.
 - 8.1. To search by individual name, visit <https://uscenterforsafesport.org/response-and-resolution/centralized-disciplinary-database/>

303- General Conduct

1. In an effort to provide a safe and healthy environment for both mind and body, the following guidelines are meant to guide SAY members during their interactions with children. These guidelines do not and cannot outline every situation that may be encountered, requiring SAY members to act with a certain degree of personal discretion. Because a certain action is not prohibited in this section does not mean it is acceptable behavior. SAY reserves the right to take disciplinary action against any SAY member whose actions are found to be inappropriate regardless of whether they appear in this section.
 - 1.1. SAY members must not provide, or share, or allow minors to use any alcohol. Illegal drug usage is strictly prohibited.
 - 1.2. SAY members must not use harsh or inappropriate language, degrading punishment, or any type of restraining device in the name of behavior management.
 - 1.3. SAY members must not participate in or allow others to engage in any form of hazing.
 - 1.4. SAY members must not have sexual contact with children.
 - 1.5. SAY members must not dress, undress, shower, or bathe with or in the presence of children or youth.
 - 1.6. SAY members must not use physical punishment in any form. The only time physical force is allowed to be used against a child or youth is when their actions are placing others at an immediate risk for serious harm.
 - 1.7. SAY members are prohibited from sharing sleeping locations with children. This includes beds, tents, hotel rooms and other similar areas. SAY members can sleep in open areas near children as long as the area is large enough for the SAY member to have their own defined sleeping areas and other SAY members are present.
 - 1.8. SAY members must not discuss their own sexual history, preferences, or fantasies nor their use of illicit or pornographic materials while in the company of children.
 - 1.9. SAY members are prohibited from possessing any sexually oriented materials (books, magazines, videos, clothing) when conducting business in the name of SAY.
 - 1.10. The majority of child sexual abuse is perpetrated in isolated, one-on-one situations. Please see SAY Soccer's Times Two Policy in section 301 and abide the following:
 - 1.10.1. One-on-one in program contact between Adult Participants and Minor Athletes must be observable and interruptible.
 - 1.10.2. Isolated one-on-one interactions between Adult Participants and Minor Athletes are prohibited except under emergency circumstances.
 - 1.10.3. In the event a Minor Athlete needs a personal care assistant, the parents should provide the SAY Area with written consent for participation in SAY Soccer events.

If, for any reason, a SAY member makes an exception to or takes an action inconsistent with these guidelines, they must submit to the Area/District President a written description of the incident and why their actions were warranted. A copy of the original report along with any additional findings will be retained by SAY pending further investigation.

304 – Participant Safety

Training Policy

1. SAY Soccer members who have contact with athletes must successfully complete the USOPC SafeSport or comparable alternative training prior to participating in SAY activities. A refresher course is required in year two (2), three (3) and four (4). The full training must be completed again in year five (5). If a SAY Area would like to use an alternative to SafeSport training, please notify the SAY Soccer National Office in writing and submit a current copy of the alternative's policy and procedures regarding training prior to implementation. All alternative training methods must be submitted to SAY Soccer annually. SAY Soccer reserves the right, in its sole discretion, to deny the use of any alternative to USOPC SafeSport training.

Please contact the SAY Soccer National Office for access to SafeSport Training

2. Who needs this training?
 - 2.1. Organization member employees
 - 2.2. Organization Board Members
 - 2.3. Organization National Board Members
 - 2.4. Adult Participants
 - 2.4.1. Adult participants who have regular contact with any amateur athlete(s) who is a minor.
 - 2.4.2. Adult participants who have authority over any amateur athlete(s) who is a minor.
 - 2.4.3. Adult participants who are employees or board members of an Amateur Organization Member.
 - 2.4.4. "Close in Age Exception" exists to allow for specific in program contact between an Adult Participant and a Minor Athlete if:
 - 2.4.4.1. The Adult Participant does NOT have authority over the Minor Athlete. The Adult Participant must be in a similar role (e.g., Adult Athlete) as the Minor Athlete and have no control over said Minor Athlete.
 - 2.4.4.2. The Adult Participant is no more than four years older than the Minor Athlete
 - 2.4.4.3. Adult participants who are medical providers required to take training as an Amateur Organization member employee or board member can take the Health Professionals Course in lieu of SafeSport Trained Core.
 - 2.5. Minor Athlete, subject to parental consent
 - 2.6. Adult Referees 18 years of age and older
 - 2.7. A 17-year-old Minor Athlete who is turning 18 must complete the SafeSport Trained Core by their 18th birthday if they will have regular contact with Minor Athletes.
3. When does training need to be completed?
 - 3.1. Prior to regular contact with the Minor Athletes OR
 - 3.2. Within the first 45 days of the participating adult taking on the role giving them access to Minor Athletes.
4. SAY Soccer members must track this training and submit a SAY Area signed compliance document annually including:
 - 4.1. A description of the training(s)
 - 4.2. The date training(s) was offered and given

4.3. A description of how the training(s) was offered and given

305 – Reporting Policy

1. SAY Soccer's reporting policy is designed to prevent the abuse, including emotional, physical, and sexual abuse, of amateur athletes participating in amateur athletic activities.
2. Suspected Child Abuse Reporting Procedures.
 - 2.1. In the course of operating a SAY program, any SAY member who knows or has reasonable cause to suspect, based on facts that would cause a reasonable person in a similar position to suspect, that a child under the age of eighteen years of age, intellectually disabled, developmentally disabled, or physically impaired child under the age of twenty-one years of age has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of a child, MUST report this to the child services agency or the local police. The report can be made either by telephone or in person and shall be followed by a written report, if requested, by the receiving agency or officer.
 - 2.2. The report must be made within 24 hours of witnessing abuse or gaining knowledge that leads one to believe there may be abuse. SAY Soccer recommends NOT making anonymous reports if possible. This is done to protect yourself from possible liability under any state, city or municipality's mandatory reporting laws.
 - 2.3. SafeSport.org is SAY Soccer's recommended resource for athlete well-being as all athletes deserve to participate in sports free from bullying, hazing, sexual misconduct, or any form of emotional or physical abuse. SAY members can also report abuse at SafeSport.org
 - 2.4. The report must be made by the person having knowledge or reason to believe that the condition exists. In the process of providing the information for the report, be sure to note to whom you talked with, date, time, and their contact information. After the incident is reported please contact the Area/District President providing the details as reported. A follow up call is recommended with the agency or officer to ensure that an investigation is ongoing and that there is movement towards the resolution of any issues. The information provided in the report is confidential as is the name of the person making the report and shall not be released for use and shall not be used as evidence in any civil action or proceeding brought against the person making the report. In other words, in any case where a good faith report was made and there ended up being no abuse, the person who made the report is immune from any criminal or civil damages. The public policy in Ohio, for example, as it is in other states, is to protect children, even if it means that there may be good faith false allegations from time to time. It is better to over-protect children than to under-protect them by failing to make and follow up on good faith reports.

306 – Prohibited Conduct Policy

1. This policy establishes how SAY Soccer intends to prevent the physical, emotional, and sexual abuse of children by the coaches, referees, players, administrators, and parents. SAY seeks to create a welcoming and nurturing environment for those in attendance and has zero tolerance for those whose actions may jeopardize the safety, health, or innocence of a minor.
2. Definitions
 - 2.1. SAY Soccer is committed to maintaining an environment for our members that is free from all forms of discrimination, including harassment, on the basis of any legally protected status. Accordingly, SAY Soccer does not permit any form of unlawful harassment, discrimination, or intimidation against its employees by anyone, including managers, supervisors, coworkers, executives, directors, officers, other employees, vendors, clients, customers or third parties.
 - 2.2. Protected status includes race, color, age, religion, marital status, sex, ancestry, national origin, citizenship, veteran's status, pregnancy, disability, sexual orientation, protected activity, or any other characteristic protected by federal, state or local law. The policy also prohibits harassment on the basis of the protected status of an individual's relatives, friends or associates.

- 2.3. SAY Soccer is also committed to maintaining an environment for our members that is free from all forms of child sexual abuse, sexual misconduct, bullying and hazing.
- 2.4. Any violation of this Policy by a member may subject themselves to disciplinary action. Appropriate action also will be taken against any subcontractor, supplier, or customer found in violation of this Policy.

2.5. Prohibited Conduct

2.5.1. Harassment: consists of unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status. SAY Soccer will not tolerate harassing conduct that affects tangible job benefits, that unreasonably interferes with an individual's work performance, or safety, or that creates an intimidating, hostile, or offensive environment. Among the types of conduct prohibited by this policy are epithets, slurs, negative stereotyping, or intimidating acts based on an individual's protected status and the circulation or posting of written or graphic materials that show hostility toward an individual because of his or her protected status. Prohibited conduct can also include jokes, kidding, or teasing about another person's protected status. While harassing conduct is unlawful only if it affects tangible job benefits and/or interferes unreasonably with work performance and creates an abusive or hostile work environment, this Policy forbids harassing conduct even when it does not rise to the level of a violation of law.

2.5.1.1. Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, and other verbal, written, or physical conduct of a sexual nature constitute sexual harassment when: submission to such conduct is made either explicitly or implicitly a term or condition of the individual's membership with SAY Soccer; submission to or rejection of such conduct by an individual is used as the basis for a membership decision affecting that individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance and creating an intimidating, hostile, or offensive working environment. Sexual harassment may involve individuals of the same or different gender. It may also occur between individuals of any membership status. Examples of conduct which may constitute sexual harassment and are prohibited by this Policy include, without limitation, unnecessary touching, patting, hugging, pinching, or brushing against a person's body; staring, ogling, leering, or whistling at a person; continued or repeated verbal abuse of a sexual nature; sexually explicit statements, sexual flirtations, advances, propositions, subtle pressure for sexual activity, comments, questions, jokes, or anecdotes; graphic or degrading comments about a person's clothing, body or sexual activity; sexually suggestive objects, cartoons, posters, calendars, or pictures in the workplace; suggestive or obscene letters, notes or invitations; harassing use of electronic mail, electronic or instant messaging, or telephone communication systems; or other physical or verbal conduct of a sexual nature. SAY Soccer prohibits members from threatening or insinuating, either explicitly or implicitly, that a member's submission to or rejection of sexual advances will in any way influence any personnel decision regarding wages (if employed), assigned duties, advancement, evaluation, shifts, career development, or any other condition of employment or involvement.

2.5.1.2. Racial, Religious, or National Origin Harassment: is expressly prohibited by SAY Soccer. Racial, religious, or national origin harassment includes any verbal, written, or physical act in which race, religion, or national origin is used or implied in a manner which would make a reasonable member uncomfortable in a SAY Soccer sanctioned activity or which would interfere with the member's ability to perform the job. Examples of race, religious or national origin harassment may include, without limitation, jokes, which include reference to race, religion, or national origin; the display or use of objects or pictures which adversely reflect on a person's race, religion, or national origin; or use of pejorative or demeaning language regarding a person's race, religion, or national origin.

2.5.2. Child Sexual Abuse: any sexual activity with a child is prohibited. This includes sexual contact with a child that is accomplished by deception, manipulation, force, or threat of force, regardless of the age of the participants, and all sexual interactions between an adult and a child, regardless of whether there is deception, or the child understands the sexual nature of the activity.

2.5.3. Sexual Misconduct: any sexual interaction between an athlete and an individual with evaluative, direct, or indirect authority is prohibited. Such relationships involve an imbalance of power and are likely to impair judgment or be exploitative. This section does not apply to a pre-existing relationship between two spouses or life partners.

2.5.4. Bullying: intentional, persistent, and repeated pattern of committing or willfully tolerating physical and non-physical behaviors that are intended, or have the reasonable potential, to cause fear, humiliation or physical harm in an attempt to socially exclude, diminish or isolate the targeted athlete(s), as a condition of membership are prohibited. Bullying does not include group or team behaviors that (a) are meant to establish normative team behaviors, or (b) promote team cohesion.

2.5.5. Hazing: coercing, requiring, forcing, or willfully tolerating any humiliating, unwelcome or dangerous activity that serves as a condition for (a) joining a group or (b) being socially accepted by a group's members are prohibited. Hazing does not include group or team activities that (a) are meant to establish normative team behaviors or (b) promote team cohesion.

2.6. Procedures for Complaints, Investigations and Corrective Action

2.6.1. All SAY members are responsible to help ensure that we avoid misconduct. No one is exempt from this Policy. SAY Soccer cannot act to eliminate misconduct unless it has notice of the conduct. Furthermore, SAY Soccer members are responsible to help assure that the work environment, on or off-premises, is free from harassment. SAY members have an obligation to promptly report all conduct they believe to be harassment whether they are the subject of, that they learn of, or that they witness. Our Policy provides for immediate notice of problems to the persons designated in this Policy so that we may address and resolve any problems as quickly as possible.

2.6.1.1. A member must report the harassing conduct to either: Any person of trust apart from the offender who should then take to their SAY Area or District representative. If the member feels uncomfortable coming forward with the complaint, he/she must report the matter to the SAY Soccer National office in writing. This Policy does not require reporting the misconduct to any individual who is creating the harassment or discrimination.

2.6.1.2. All complaints and reports will be promptly investigated. All members have an obligation to cooperate in any investigation of a complaint of misconduct, including providing all information concerning the complaint. Failure to do so may be a violation of this Policy. In determining whether an individual's alleged conduct constitutes a violation of the Policy, the investigator will impartially look at the totality of the circumstances, which includes the nature of the misconduct and the context in which it is alleged.

2.6.1.3. If an investigation confirms that a violation of the Policy has occurred, SAY Soccer will take prompt corrective measures. These measures may include, without limitation, an oral or written warning or reprimand, counseling, suspension, or discharge of the employee engaging in such misconduct. Such disciplinary actions shall be noted in the SAY member's file.

2.6.1.4. SAY Soccer's Non-Harassment Policy offers its members greater protection from harassment than does the law. Consequently, SAY members who are found to have violated SAY Soccer's Non-Harassment Policy shall be subject to corrective action, discipline, or removal, even in cases where applicable laws may not have been violated and without regard to whether the conduct constitutes a violation of the law.

2.6.1.5. A SAY Soccer member wishing to file a complaint against the National Office Staff may contact the President of the National Board of Directors.

2.6.1.6. A SAY Soccer member wishing to file a complaint against a SAY National Board Member may contact the SAY National Executive Director.

2.7. Confidentiality: complaints of harassment, investigation of complaints of harassment, and any corrective action taken in response will be kept confidential, except as disclosure is necessary to perform SAY Soccer's investigation, and to inform the alleged victim of harassment of the outcome of any investigation.

2.8. No Retaliation: SAY Soccer prohibits reprisal or retaliation against a SAY member for filing a good faith complaint of harassment, for supporting or assisting, in good faith, another member in pursuing a complaint or in assisting in the investigation of a complaint. Members must report incidents of retaliation on the same basis as they are to report incidents of harassment. SAY Soccer will not retaliate or discriminate against any employee for exercising, in good faith, any rights under this Policy. Retaliation is a violation of this policy.

- 2.9. False Claims: investigations of good faith claims may properly result in findings that include violations of the policy, no violation of the Policy, or inconclusive findings. However, any member who falsely claims sexual misconduct or provides false information in an investigation will be subject to disciplinary action, up to and including discharge.

307 – Lindsay’s Law

1. Effective Immediately all Ohio based SAY Soccer affiliated programs will be required to comply with the following NEW Ohio law. It is important to note that this is not necessarily a SAY Policy. It is an Ohio Law; thus it does not apply to SAY programs operating outside of the state of Ohio.
 1. Lindsay’s Law, Ohio Revised Code 3313.5310, 3707.58 and 3707.59 went into effect in 2017.
 2. In accordance with this law, the Ohio Department of Health, the Ohio Department of Education, the Ohio High School Athletic Association, the Ohio Chapter of the American College of Cardiology and other stakeholders jointly developed guidelines and other relevant materials to inform and educate students and youth athletes participating in or desiring to participate in an athletic activity, their parents, and their coaches about the nature and warning signs of sudden cardiac arrest.

308 – Concussion Policy

1. The SAY National Concussion Policy consists of two very distinct procedures. This policy is required for ALL coaches and officials regardless of their age and/or status (i.e. Head coach, Assistant Coach, Head Referee, Assistant Referee, etc.). These procedures are designed to comply with recently passed legislation concerning concussion in youth sports. It will be necessary to complete a concussion training course every three (3) years.
2. STEP 1: The first portion of the SAY National Concussion policy is the taking of a FREE online training course. ALL coaches and referees MUST complete this training course prior to participating in any SAY activity whether it be a practice or a game situation. There are two approved options for the FREE online training program:
 - 2.1. The FIRST APPROVED OPTION is provided by the National Federation of State High School Associations Concussion in Sports – What You Need to Know, which can be found at <http://www.nfhslearn.com/electiveDetail.aspx?courseID=38000> This online course will require you to click on the "order here" button to begin the training. It will ask you to complete a brief registration form prior to beginning the course, which is solely for the purpose of registering you in their database as having successfully completed the online material. After you have completed this course you will be given the option to print a personalized certificate of completion (It is suggested that this certificate be printed in .pdf format, otherwise your name may not appear on this certificate).
 - 2.2. The SECOND APPROVED OPTION is through the Center for Disease Control and their Prevention Heads Up Concussion in Youth Sports Online training program, which is at <https://www.cdc.gov/headsup/youthsports/training/index.html> Click on the online training course button to begin your training. After successfully completing the online training, you will be offered an opportunity to print a personalized "certificate of completion". FYI – this option does not keep a record of your completing this training.
 - 2.3. After completing either the FIRST OR SECOND APPROVED OPTION, you will need to print your personalized "certificate of completion" and keep a copy with you at ALL SAY related functions (especially referees, as you may be required to show your personalized certificate to the appropriate SAY authorities prior to being allowed to officiate any games).

3. STEP 2: The second portion of the SAY National Concussion Policy is the Removal-From and Return- to-Play procedure. Any athlete exhibiting signs and symptoms of concussion either during a practice or during a game MUST be immediately removed. This athlete MAY NOT return to play nor participate in any SAY activity on the same day that he or she has been removed (even if a written medical clearance is provided).
4. In addition, the athlete is not permitted to return to play or participate in any SAY activity until he or she has been assessed and received written clearance by a physician or by another licensed health care provider. A Return-to-Play form must be submitted to the coach prior to allowing the athlete to participate in any activity with the athlete's team, whether it be a practice or a game situation.
5. All of SAY's member Areas and Districts are responsible to monitor and track their coaches and referees with regard to their individual compliance with this policy. Those SAY members operating a program must have their coaches and referees complete their individual online training prior to their first practice.
6. Two recommended resources for forms and support materials are www.saysoccer.org and <http://www.recognizetorecover.org/>



400 – Discipline and Due Process

401 – Due Process Definition

1. A member's right to fair treatment within the rules of SAY Soccer's national discipline system
2. The Discipline and Due Process outlined in policy 400 is the SAY National standard
 - 2.1. This discipline and due process will serve as the standard for SAY Areas or Districts that do not have due process in place or are missing any piece that becomes relevant in proceedings.
 - 2.2. SAY Areas and Districts can make additions to this policy to fit their specific community needs.
3. It is SAY Soccer's firm belief that a solid foundation is needed to maintain order within and across all pillars of your soccer organization. The five pillars include administrators, coaches, referees, parents, and players. Discipline and due process should be broadly considered to include them all.
4. At a minimum your SAY Area and/or District must have in place a minimum general code of conduct, constitution, bylaws, and due process before any SAY sanctioned activity.

402 – Foundations of Discipline

1. Code of Conduct
 - 1.1. A general code of conduct for your organization and its members *must* be in place prior to the beginning of the first SAY Soccer sanctioned event.
 - 1.1.1. Post in a prominent location that is easy to find i.e., website or hand out a hard copy
 - 1.2. Specific code of conduct *should* be drafted for administrators, coaches, referees, parents, and players.
 - 1.2.1. It is very important that code of conduct(s) drafted for specific subgroups of your organization should require an acknowledgement signature from the participant and be kept on file each year.
 - 1.3. Penalties for violations of the code should be spelled out in your SAY Area or District Due Process.
 - 1.4. Sample Code of Conduct and penalties for violation can be found in the SAY Soccer's Administrator's Handbook.
2. Constitution
 - 2.1. The constitution of a SAY Area and/or District contains the fundamental principles which govern its operation.
 - 2.2. A sample can be requested from the SAY National Office or found in the SAY Soccer's Administrator's Handbook.
3. Bylaws
 - 3.1. The bylaws establish the specific rules of guidance by which the SAY Area and/or District is to function. All but the most informal groups should have their basic structure and methods of operation in writing.
 - 3.2. A sample can be requested from the SAY National Office or found in the SAY Soccer's Administrator's Handbook.
4. Due Process
 - 4.1. In discussions about wrongful expulsion, the subject of due process is raised. The concept of due process must be applied to all disciplinary actions taken against actions or decisions of someone in your program. The accused person must always have the right to present his/her side of the story to an impartial panel via written documentation. This can become very tedious if applied to every red or yellow card, probation, suspension, or expulsion.
 - 4.2. These due process procedures do not affect the existing protest procedures involving game incidents, as described in the SAY Organizational Rules.

- 4.3. The following timeframes must be included in a SAY Area and/or District Due Process procedure:
- 4.3.1. A complaint or appeal must be filed in writing within five (5) days of the incident complained of or decision being appealed.
 - 4.3.2. Area and District complaints or appeal must be filed with the Area or District representative assigned to handle due process. In the event a person has not been assigned to receive the complaint or appeal it must be submitted to the SAY Area or District President. Filing is affected on the date it is received by the Area or District representative or President with said date being noted as received on the face of the original.
 - 4.3.3. A hearing must be held within three (3) days of the filing.
 - 4.3.4. The hearing board must render a decision within two (2) days and notify the concerned parties in writing.
 - 4.3.5. All appeals must be filed within three (3) days of the decision being rendered.
 - 4.3.6. The appeal must be heard within five (5) days of its filing.
 - 4.3.7. The appeal decision must be rendered within two (2) days of the hearing and notify the concerned parties in writing.
- 4.4. The following documentation guidelines must be included in a SAY Area and/or District Due Process procedure:
- 4.4.1. All parties involved must receive copies of all complaints in writing to prepare for future hearings.
 - 4.4.2. All parties involved must receive copies of the organization's procedures and any additional forms or documents relevant to the proper appeal.
 - 4.4.3. Failure to provide proper notification or given full access to the complaints and procedures will result in an automatic appeal to the next appropriate level.
- 4.5. The following elements regarding the hearing panel must be included in a SAY Area and/or District Due Process procedure:
- 4.5.1. A panel of a minimum of three (3) impartial, disinterested persons must be assembled to hear the complaint or appeals.
 - 4.5.2. The person(s) whose decisions or actions are being complained of or appealed can choose to be present, or not, at the place of the hearing.
 - 4.5.3. The hearing can be by email exchange, phone call or in person to provide a speedy hearing.
- 4.6. The following procedures apply to Appeals:
- 4.6.1. If the party is dissatisfied with the decisions of the District hearing panel, it can be appealed to a new and separate hearing panel at the SAY Area level.
 - 4.6.2. Situations first heard at the SAY Area level must have a second level at which an initial SAY Area appeal can be made. For this reason, the SAY Area should establish a secondary review board for these instances, and for situations involving for more than one District.
 - 4.6.2.1. This panel can be comprised of the SAY Area Executive Board, the full board, a different and separate SAY Area, or a specifically designed group of persons.
 - 4.6.3. If the party is dissatisfied with the decisions of the SAY Area hearing panel, it must be appealed to the SAY National appeals board.
 - 4.6.3.1. A fee of \$50 is required for a SAY National appeal and will be refunded if the appeal is granted.
 - 4.6.3.2. All appeals must be filed in writing to the National Executive Director of SAY Soccer who will turn the case over to the SAY National appeals board for review.
 - 4.6.3.3. The SAY National appeals board may call parties in for an in-person hearing if necessary. In this event the SAY Area or District will absorb any cost for an appropriate review.

4.6.3.4. Cases not covered by a published SAY Area Code of Ethics or Bylaws with specific penalties may be appealed to the SAY National appeals board.

5. Disciplinary Code

5.1. Maximum penalty examples can be found in the SAY Soccer's Administrator's Handbook.

5.2. If a SAY Area or District does not have a discipline code in place, the code at the next higher level of due process will be implemented.



500 – Communications

501 – Terms of Use and Privacy Policy

1. This Terms of Use and Privacy Policy (collectively, the "Policy") describes The Soccer Association for Youth, USA (SAY Soccer) practices for collecting, maintaining, protecting, and disclosing information.
2. SAY Soccer aims to provide a fun safe environment for all ages to learn and enjoy the game of soccer. SAY Soccer has implemented several policies to ensure a safe, experience where you can feel comfortable with our process of gathering information from users. Additionally, SAY Soccer would like to be completely transparent in how that information is used, along with a clear understanding of what your rights are regarding said information.
3. Children's Online Privacy Protection Act of 1998
 - 3.1. The information found in the Policy is committed to full compliance with the Children's Online Privacy Protection Act of 1998 (COPPA), as well as, educating users about our overall communication policy. Any parent of a child who provides information to SAY Soccer online or via hard copy has the right to review the child's personal information, order its deletion, and refuse to allow further collection or use of the child's information.
 - 3.2. CHILDREN'S PRIVACY: No one under the age of 13 may provide any information to the SAY Soccer Website. Protecting the privacy of children is extremely important to SAY Soccer. The SAY Soccer Website is not intended for use by children under 13 years of age without the supervision of a parent. SAY Soccer does not knowingly collect personal data from children under the age of 13. If a potential user is under the age of 13, the potential user should not use or submit any personal data (including information about the potential user, including but not limited to: name, address, telephone number, e-mail address or any screen name or username) on or through the SAY Soccer Website. If SAY Soccer learns personal information from a child under 13 has been collected or received without verification of parental consent, SAY Soccer will delete that information.
 - 3.3. SAY Soccer encourages parents and legal guardians to monitor their children's internet usage and to help enforce this Policy by instructing their children never to provide personal data through the SAY Soccer Website without parental consent. If the user has reason to believe that a child under the age of 13 has provided personal data to SAY Soccer through the SAY Soccer Website without parental consent, please contact SAY Soccer at sayusa@saysoccer.org or 800-233-7291.
4. INFORMATION COLLECTION AND SUBSCRIPTIONS
 - 4.1. SAY Soccer collects member information from a variety of different points and only information that pertains to SAY Soccer activities will be sought. Additionally, this Policy applies to information collected on or via player, coach and administrator forms and documentation; www.saysoccer.org ("SAY Soccer Website"); e-mail, text and other electronic messages to or from SAY Soccer; third-party SAY Soccer Websites and services when data collected is used by SAY Soccer as part of its normal course of business; or through any other means, online or offline.
 - 4.2. Any information presented on or through the SAY Soccer Website is made available solely for general information purposes. SAY Soccer disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to the SAY Soccer Website. Information generally includes, without limitation, first name, last name, address, city, state, zip code, date of birth, email, phone number, and gender.
 - 4.3. All statements and/or opinions expressed in content not provided directly by SAY Soccer are solely the opinions and the responsibility of the person or entity providing those materials and do not necessarily reflect the opinion of SAY Soccer.
5. INFORMATION SHARING
 - 5.1. SAY Soccer will not sell or rent personal information collected or received by our members. The information, however, may be used to contact members through SAY Soccer with third party communications such as sales, opportunities, and announcements. SAY Soccer will seek parental consent prior to using information in any way that differs materially from

the practices described herein. The collected information will be provided to SAY Soccer voluntarily and may be shared with third parties as an aggregate report.

- 5.2. SAY Soccer does not control and is not responsible for third parties' collection or use of the user's information to serve interest-based advertising. However, these third parties may provide the user with ways to choose not to have the user's information collected or used in this way. Please see third parties' privacy policies and terms of use for guidance.
- 5.3. SAY Soccer may also disclose the user's personal information to comply with any court order, law, or legal process, including responding to any government or regulatory request; to enforce or apply this Policy and other agreements, including for billing and collection purposes; or if SAY Soccer believes disclosure is necessary or appropriate to protect the rights, property, or safety of SAY Soccer, its customers, or others. SAY Soccer strives to provide the user with control over their personal information. The user can set the user's browser to refuse all or some browser cookies, or to alert the user when cookies are being sent. If the user disables or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly. Where required by law, a user may opt-out of receiving promotional distributions and news from SAY Soccer and affiliated third parties by sending SAY Soccer an e-mail stating the user's request to sayusa@saysoccer.org. Where required by law, a user may request deletion of any personal information submitted to SAY Soccer online by sending a request to sayusa@saysoccer.org
- 5.4. California Notice: In accordance with California Civil Code Section 1798.83, users of the SAY Soccer Website who are California residents may request certain information regarding SAY Soccer's disclosure of personal information to third parties for their direct marketing purposes. SAY Soccer will comply with reasonable requests, provided such requests are made to SAY Soccer in writing at sayusa@saysoccer.org

6. SURVEYS AND CONTESTS

- 6.1. SAY Soccer occasionally will hold contests and conduct surveys. This information may be entered directly through our website, via mail or other typical means of interaction with SAY Soccer. The collected non-contact information will be provided to SAY Soccer voluntarily and may be shared with third parties as an aggregate report.

7. USER SUBMISSIONS

- 7.1. SAY Soccer may solicit articles, pictures, information, experiences, tutorials, photographs from our membership for SAY Soccer Publications and general communication with the general public. Full names and identity from the submissions will not be used in any form or fashion unless permission is granted by the submitter.

8. MODIFICATIONS

- 8.1. SAY Soccer reserves the right to modify this Policy at any time by posting modifications on the SAY Soccer Website. Continued use of the SAY Soccer Website or submission of information to SAY Soccer, whether online or offline, following modifications is deemed to be an acceptance of the modifications.
- 8.2. The date the Policy was last revised is identified at the top of this page. The user has the right to terminate the user's registration on the SAY Soccer Website, to cease providing information to SAY Soccer, or to cease using SAY Soccer services both online and offline if the user does not agree to any changes made to the Policy

9. SAY SOCCER WEBSITE SECURITY

- 9.1. SAY Soccer reserves the right to withdraw or amend this SAY Soccer Website and any service or material provided by SAY Soccer, in its sole discretion without notice.
- 9.2. To access resources and services SAY Soccer offers, the user may be asked to provide certain registration details or other information online or offline. It is a condition of use of SAY Soccer services that all the information provided to SAY Soccer is correct, current, and complete. The user agrees that all information he or she provides to register with SAY Soccer is governed by this Policy, and consents to all actions SAY Soccer takes with respect to the user's information consistent with this Policy.

- 9.3. SAY Soccer has the right to disable any username, password or other identifier used on the SAY Soccer Website, whether chosen by the user or provided by SAY Soccer, at any time in its sole discretion for any or no reason, including if, in SAY Soccer's opinion, the user has violated any provision of this Policy.
- 9.4. SAY Soccer is committed to the protection of personal data and has implemented measures designed to protect the user's personal data from accidental loss and from unauthorized access, use, alteration, and disclosure. Unfortunately, the transmission of information via the internet is not completely secure. Although SAY Soccer does its best to protect the user's personal information, SAY Soccer cannot guarantee the security of the user's personal information transmitted to the SAY Soccer Website. Any transmission of personal information is at the user's own risk. SAY Soccer is not responsible for circumvention of any privacy settings or security measures contained on the SAY Soccer Website or the actions of third parties.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. The SAY Soccer name and all related names, logos, product and service names, designs and slogans are trademarks of SAY Soccer. All other names, logos, product and service names, designs, and slogans on this SAY Soccer Website are the trademarks of their respective owners. The user shall not use such marks without the prior written permission of the respective owner.
- 10.2. The SAY Soccer Website and its entire contents, features, and functionality (including, without limitation, all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof) are owned by SAY Soccer, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- 10.3. This Policy permits the user to use the SAY Soccer content for the user's personal, non-commercial use only, or for commercial purposes permitted by SAY Soccer. No right, title, or interest in or to the SAY Soccer Website or any content on the SAY Soccer Website is transferred to the user, and all rights not expressly granted are reserved by SAY Soccer.

11. Digital Millennium Copyright Act Notice:

- 11.1. If the user believes that any SAY Soccer Website content violates the user's copyright, the user should send a notice to sayusa@saysoccer.org. It is the policy of SAY Soccer to terminate the user accounts of repeat offenders.
- 11.2. The notice to SAY Soccer should contain the following information:
 - 11.2.1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest
 - 11.2.2. A description of the copyrighted work that the user claims has been infringed
 - 11.2.3. A description of where the material that the user claims is infringing is located on the SAY Soccer Website
 - 11.2.4. The user's address, telephone number, and email address
 - 11.2.5. A statement by the user that the user has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
 - 11.2.6. A statement by the user, made under penalty of perjury, that the information included in the user's notification is accurate and that the user is the copyright owner or authorized to act on behalf of the copyright owner.
- 11.3. SAY Soccer has the right to disclose, and the user consents to SAY Soccer's disclosure of, the user's identity or other information about the user to any third party who claims that material posted by the user violates their rights, including their intellectual property rights or their right to privacy; and take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the SAY Soccer Website. Without limiting the foregoing, SAY Soccer has the right to fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity or other information of anyone posting any materials on or through the SAY Soccer Website. The user waives and holds harmless SAY Soccer from any claims resulting from any action taken by SAY Soccer during or as a result of its investigations and from any actions taken because of investigations by either SAY Soccer or law enforcement authorities.

12. SAY SOCCER WEBSITE PROHIBITED USES

- 12.1. The user may use the SAY Soccer Website only for lawful purposes and in accordance with this Policy. The user agrees not to use the SAY Soccer Website:
 - 12.1.1. In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
 - 12.1.2. For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
 - 12.1.3. To send, knowingly receive, upload, download, use or re-use any material which does not comply with this Policy.
 - 12.1.4. To transmit, or procure the sending of, any advertising or promotional material without SAY Soccer's prior written consent, including any "junk mail", "chain letter", "spam" or any other similar solicitation.
 - 12.1.5. To impersonate or attempt to impersonate SAY Soccer, a SAY Soccer employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
 - 12.1.6. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the SAY Soccer Website, or which, as determined by SAY Soccer, may harm SAY Soccer or users of the SAY Soccer Website or expose them to liability.
 - 12.1.7. Use the SAY Soccer Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the SAY Soccer Website, including their ability to engage in real-time activities through the SAY Soccer Website.
 - 12.1.8. Use any robot, spider or other automatic device, process or means to access the SAY Soccer Website for any purpose, including monitoring or copying any of the material on the SAY Soccer Website.
 - 12.1.9. Use any manual process to monitor or copy any of the material on the SAY Soccer Website or for any other unauthorized purpose without SAY Soccer's prior written consent.
 - 12.1.10. Use any device, software or routine that interferes with the proper working of the SAY Soccer Website.
 - 12.1.11. Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
 - 12.1.12. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the SAY Soccer Website, the server on which the SAY Soccer Website is stored, or any server, computer or database connected to the SAY Soccer Website.
 - 12.1.13. Attack the SAY Soccer Website via a denial-of-service attack or a distributed denial-of-service attack.
 - 12.1.14. Otherwise attempt to interfere with the proper working of the SAY Soccer Website.

13. THIRD PARTIES

- 13.1. Some content or applications, including advertisements, on the SAY Soccer Website are served by third parties, including advertisers, ad networks and servers, content providers and application providers. SAY Soccer has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from the user's use of them. These third parties may use cookies or other tracking technologies to collect information about the user when the user uses the SAY Soccer Website. The information they collect may be associated with the user's personal information or they may collect information, including personal information, about the user's online activities over time and across different SAY Soccer Websites and other online services. They may use this information to provide the user with interest-based advertising or other targeted content. SAY Soccer does not control these third parties' tracking technologies or how they may be used. If the user has any questions about an advertisement or other targeted content, the user should contact the responsible provider directly.

14. SAY SOCCER WEBSITE DISCLAIMER OF WARRANTIES

- 14.1. The user understands that SAY Soccer cannot and does not guarantee or warrant that files downloaded from the internet or the SAY Soccer Website will be free of viruses or other destructive code. The user is responsible for implementing sufficient procedures and checkpoints to satisfy the user's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the SAY Soccer Website for any reconstruction of any lost data.
- 14.2. SAY Soccer will not be liable for any loss or damage caused by a distributed denial-of-service attack, virus or other technologically harmful material that may infect the user's computer equipment, computer programs, data or other proprietary material due to the user's use of the SAY Soccer Website or any services or items obtained through the SAY Soccer Website or to the user's downloading of any material posted on it, or on any SAY Soccer Website linked to it.
- 14.3. The user's use of the SAY Soccer Website, its content and any services or items obtained through the SAY Soccer Website is at the user's own risk. The services, the SAY Soccer Website and the materials on the SAY Soccer Website are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied to the fullest extent permissible pursuant to applicable law, SAY Soccer disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, implied warranties of merchantability and fitness for a particular purpose and non-infringement. SAY Soccer does not represent or warrant that functions contained in the SAY Soccer Website will be uninterrupted or error-free, that the defects will be corrected, or that this SAY Soccer Website or the server that makes the SAY Soccer Website available are free of viruses or other harmful components. SAY Soccer does not make any warranties or representations regarding the use of the materials in the SAY Soccer Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. The forgoing does not affect any warranties which cannot be excluded or limited under applicable law.

15. LIMITATION ON LIABILITY

- 15.1. In no event will SAY Soccer, its employees, agents, officers or directors be liable for any consequential, special, indirect, exemplary, or punitive damages arising out of or in connection with the user's use of, or the inability to use, SAY Soccer services, the SAY Soccer Website or any SAY Soccer Websites linked to it or any content on the SAY Soccer Website or such other SAY Soccer Websites, including but without limitation, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. In no event shall SAY Soccer's total liability to the user for any claims, damages, losses, fees and expenses (including attorneys' fees) exceed the greater of the fees the user paid to SAY Soccer for the particular services from which any claims arise. The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

16. INDEMNIFICATION

- 16.1. The user agrees to defend, indemnify and hold harmless SAY Soccer, its affiliates, licensors and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to the user's violation of this Policy or the user's use of the SAY Soccer Website or SAY Soccer content, services and products other than as expressly authorized in this Policy.

17. MISCELLANEOUS

- 17.1. This Policy shall be governed by the laws of the State of Ohio, USA, without regard to conflicts of law principles, and exclusive jurisdiction and venue for any dispute arising out of this Policy shall be the state courts or federal courts located in Ohio. No waiver by SAY Soccer of any term or condition set forth in this Policy shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of SAY Soccer to assert a right or provision under this Policy shall not constitute a waiver of such right or provision.
- 17.2. If any provision of this Policy is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Policy will continue in full force and effect.

600 – Finance

601- Finance Policy

1. Financial Operations

The Finance Policy is meant to help the SAY Administrator(s) ensure there are sufficient resources to keep the SAY Area/ District operating properly. The policy also helps ensure that these resources are used efficiently and effectively and that accounting best practices are utilized. A transparent finance policy can help protect SAY Administrator(s) from other financial risks including unauthorized expenditures and theft of funds. We have all heard and seen the stories of the friendly sports Administrator/coach who stole thousands of dollars from their youth sports organization due to a lack of policies and/or oversight. Do not let this happen to your organization.

2. Financial Procedures

Here are the key financial procedures that all organizations should implement and follow on a regular basis:

2.1 Oversight – It is strongly suggested that you set up a Finance Committee to oversee and handle all banking and financial transactions. This committee should be headed by the Treasurer with at least one other non-related Board member on the committee.

2.2 Separation of Duties – If possible, the person who handles the cash/checks should not be the same person who authorizes the payments and makes the accounting entries. Always utilize two or more people (preferably not related) to oversee/handle financial transactions.

2.3 Accounting Records – A record of activity (receipts/documentation/approvals) should be maintained for all financial transactions. For many organizations the bank statement will suffice with the appropriate copies/details of those receipts/disbursements attached. These records should be properly maintained to support all financial activity of the organization and available for review by appropriate members and or audit. Keep in mind that all supporting documentation including board approval/minutes will help ensure there are no improper financial activities.

2.4 Banking – All banking should be accomplished through a bank account in the name of the organization. Do not use an individual's bank account. The monthly bank statement should be reviewed by at least two Board members on a regular basis. We suggest that all check copies be available for inspection either as part of the bank statement or from the accounting records. A reconciliation of each bank account should be performed monthly. Be sure to remove the names of people who are no longer authorized to conduct banking transactions on behalf of your organization. This can be accomplished by contacting your bank and asking to update the signature cards.

2.5 Budget – An annual budget of expected cash receipts and cash disbursements should be prepared and approved by the appropriate board members. A sensible budget with controlled spending is vital to the success and sustainability of your organization. We would also suggest that actual vs budget results be reviewed by all members on a consistent basis.

2.6 Cash Receipts – Keep control over physical cash/checks before being deposited. All receipts should be deposited as soon as practical to avoid the potential for loss. We suggest you reconcile cash receipts to the amount of activity to ensure accuracy. For example, take the number of players signed up times the cost of registration and compare to the deposit amount or compare the cash receipts in concessions to a cash register receipt. As always, it is best to have two unrelated adults involved with all cash to minimize the chance of loss and protect all persons involved.

2.7 Cash Disbursements – All disbursements should be approved by your organization/Board in writing. If sending a check, consider requiring two signatures from authorized individuals. If using a debit/credit card, then the monthly statement should be reviewed and approved by at least two Board members.

3. National Office Purchases

SAY Soccer is a non-profit organization that provides a variety of equipment, referee needs and other administrative items for sale at little to no mark up for the benefit of our members. As such, we have implemented the following policy to avoid any losses and/or use of valuable staff time addressing collection of past due accounts:

All equipment, referee supplies, rule books and other administrative items for sale by the National Office must be paid for prior to shipping. This can be accomplished via credit card, ACH or wire transfer for immediate needs. If you prefer to pay via check, then once your check is received the purchased items will be shipped.

4. Player Fee Payments

In addition, we ask that our members consider paying their player fees via check, ACH, or wire transfer to minimize the transactional costs to SAY Soccer of using credit cards. Our goal is always to use every dollar in the most productive and efficient manner possible for the greatest benefit to our members. If you use a credit card to pay your player fees, then a convenience fee of 3% of the total charged amount will be added to your total to offset the direct costs incurred by SAY Soccer.

