

2018 / 2019 Season Desert United Soccer Club Club, Player, and Parent Code of Conduct Agreement

I. Term.

For the purposes of this agreement teams and/or players will be referred to as either “Youngers” or “Olders.” The Younger group is comprised of non-high school aged players (normally age groups U9 through U13), while the Older group is comprised of high school aged players (normally U14 –U19). The term of this agreement shall be for the 2018 / 2019 club soccer season, commencing on September 1, 2018 and terminating at the conclusion of May 2019. These date include the California Youth Soccer Association Open State Cup and/or the CYSA National Cup. The termination dates are to be as follows:

Youngers: May 31, 2018.

Olders: May 31, 2018.

(Please see section. VI. Season of Play).

Incorporated in this timeframe are the Coast Soccer League (CSL) season (including CSL league play and CSL League Cup), any pre -CSL season tournament competitions, State/National Cup competitions, Spring tournaments, games, and friendlies.

The term of this agreement may be shortened, as per section **XI. Early Termination.**

II. Intra-Club Obligations

A. Board of Directors (BOD) - Club Code of Conduct

On behalf of the Desert United Soccer Club (DUSC) membership, the Board of Directors, hereinafter the BOD, is charged with making decisions and setting policies based upon the best interests of the Club, as a whole, and the youth it serves, in an open, fair, competitive environment. The success of DUSC is dependent upon establishing a very specific, clear, and consistent set of guidelines concerning relations between the Club and its member teams and those teams' coaches, players, and parents. **This Code of Conduct Agreement** between DUSC and its teams' Players and Parents sets forth the obligations Players and Parents agree to abide by, and the behavior they are expected to exhibit as part of a DUSC team.

By committing to join a DUSC member team:

You agree to put the good of the Club ahead of that of any team. You understand that when decisions are made regarding conflicts between the Club and a particular team, the Club shall come first. You are aware that all Club decisions shall be made by a majority vote of the BOD or its designated representative(s), and that all decisions shall be final.

By committing to join a DUSC member team:

You agree to put the good of the team ahead of that of any individual player. You understand that when decisions are made regarding conflicts between a team and

a particular player or parent, the team shall come first. You are aware that the team's coach shall make all team and player decisions. After gathering all relevant information, consulting with those involved, and evaluating the circumstances based upon the available facts, the coach shall be responsible to make an objective decision for the good of the team. At any time, the coach may refer any decision to the Director of Coaching or the President of the Board. Once a coaching decision regarding a team or a player has been made by the coach, the DOC or the President of the Board, it shall be final and, by signing this agreement, players and parents agree to abide by all such decisions.

B. Club Conduct

During the term of this agreement, the Club agrees to:

Be ethical, honest, and honor its commitments to players and parents.

Through its coaching staff, provide proper training and game coaching to players.

Secure and provide a soccer facility for games and training.

Make payments on behalf of players for the following fees and other costs:

Team coaching fees

California Youth Soccer Association

South Coast Soccer League

Insurance coverage

Facility costs

Club administration, operating, and accounting costs

Club website maintenance charges

Various types of Club training equipment

Injury Recuperation Program (Available if need)

C. Player Conduct

During the term of this agreement, the player agrees to:

Be ethical, honest, and honor all commitments with the Club, and with his/her team and teammates.

Not use alcohol, drugs, or foul language at any time, whether during practices, games, or otherwise.

Not use physical violence or threats at any time, whether during practices, games, or otherwise.

Not engage in disparaging or negative conversations at any time with referees, teammates, coaches, opponents, or spectators.

Consistently maintain all schoolwork and carry a 2.0 GPA or better.

Obey the rules of the game per CSL, CUSA, and FIFA guidelines, tuck shirt into shorts, and wear no jewelry, watches, or caps during practices or games.

Leave the fields in the same condition, or better, by removing and properly disposing of all trash and debris, whether playing at home or at another field. Be at all practices and team activities at least 15 minutes early, and all games at least 60 minutes prior to kick-off; follow all coaching directions during practices and games; give his/her best effort to work hard and learn; to treat each other and the coach with respect.

Notify the coach or administrator in advance if you will be absent from a game or practice.

Be properly dressed for practices and games, including soccer cleats, shin guards, and the appropriate socks, shorts, and jerseys, as officially designated by DUSC. Always arrive prepared for practices and games with plenty of water. Water is crucial to maintaining peak performance—properly hydrate your body, beginning at least two hours prior to play, especially during the hot months of the year. Approach nutrition and rest as major personal responsibilities. Eat nutritious, healthy food, in a timely fashion, so as to enhance playing performance. Regularly get sufficient rest to allow your body adequate time to recuperate and heal. Always inform your coach and parents of any injuries you may sustain. Complete the incident report form, and when necessary, immediately seek out the proper medical attention.

D. Parent Conduct

During the term of this agreement, the DUSC team member parent agrees to: Be ethical and honest, and to honor all commitments to the Club its teams, coaches, & players. Always behave in a sportsmanlike manner while attending and watching games. Parents are considered spectators during games, and when viewing a game on the sidelines, must stand or sit either to the right of, left of, or behind the coaches/player box, and at least 5 feet back of the field sideline; Do not approach the coaching area or bench unless the coach has specifically called you over to assist the player. Treat all referees, members of the coaching staff, team administrators, and Desert United Soccer Club with respect.

Never coach the players, no matter how good your intentions are. Before, during, or after games, DUSC insists there be no shouting instructions to your son/daughter, or yelling complaints, or trying to argue with the officials, coaches, players, or other spectators. Support your player and his/her team with encouragement, not with disapproval. As a rule, if it is not a positive comment, do not say it.

Acknowledge that players are expected to concentrate and give each practice and game their undivided attention. Therefore, there shall be no visiting between players and parents, family, friends, pets, or others until the coach has dismissed players from their practices or games. Never interrupt or interfere during a team's training time together. Parent/coach discussions are to be held in private, not before, during, or immediately following practice sessions or game times, unless a prior appointment has been made. In all instances, the head coach shall make the final decision regarding players' position, strategy, and playing time.

Not behave as a spectator during practice sessions. Therefore, during player practice times, all parent/guardians, relatives, and friends of players should remain well back (at least 50 feet) of the sidelines or designated team practice area.

Ensure that players arrive 15 minutes before practice times and 60 minutes before game times, are equipped properly, and are ready to play.

Supervise, support, and reiterate your player's personal responsibility for proper and sufficient nutrition, fluid intake, and rest. If you or your player has a question about which foods and beverages are best for peak athletic performance, please ask your coach.

Make prompt payment to the Club and the team when all Club related fees are due and payable (read section. Failure to Pay).

Support and participate in fund-raising and other activities for the team and the club.

Ensure that all requirements of the player contract are fulfilled.

Desert United Soccer Club promotes a healthy player atmosphere. The board asks that all parents refrain from smoking tobacco and e-cigarettes (electronic cigarettes) near all player training sessions and games.

This includes sidelines and practice areas.

III. Disciplinary Action

A main goal of DUSC is to have player participation be a positive experience, while each team develops its capacity to compete at the highest level possible. Towards that end, players are expected to follow the rules, regulations, and the policies of DUSC (see section **II. C. Player Conduct**). If, in the opinion of a coach, disciplinary action is necessary for any player, the following steps may be taken:

A. Player Conference

The team coach will discuss the situation with the player privately, in order to suggest ways to correct the problem.

B. Parent Conference

If the problem continues, the player's parents will have the opportunity to be involved with the correction of the problem, along with the coach and/or the President of the Board.

C. Suspension — Board of Directors Review

If the problem still persists, the President of the Board may temporarily suspend the player from practices and games, or recommend the permanent expulsion of the player from the Club to the DUSC BOD.

If a parent is involved in any circumstances that, in the opinion of a coach or any Board Member, requires disciplinary action (see section **II. Intra-Club Obligations, D. Parent Conduct**), the Club will pursue the following two-step process:

1. Coach/Parent Conference

The coach of the parent's player and/or the President of the Board will discuss the situation with the parent privately, in order to suggest ways to correct the problem.

2. Suspension — Board of Directors Review

If the problem continues, the President of the Board shall refer the matter to the BOD, which shall consider a temporary suspension of the parent from all practices and games or, when appropriate, proceed with the permanent expulsion of the parent and/or the player from the Club.

IV. Transfer Policy

A. Intra-Club Transfer (within DUSC)

Players are to be rostered on their age appropriate team, and must file a player petition to request transfer to another DUSC team. Any player who formally agrees to be rostered to a specific DUSC team must commit for the entire season to that team. Any player wishing to transfer to another DUSC team before fulfilling any commitment to his/her current team **must file a petition** and have the approval of the DUSC BOD.

B Inter-Club Transfer (between DUSC and another Club or Organization)

Any player who formally agrees to transfer to DUSC must try out for the highest ranking age appropriate team with open roster spots in the Club. If he/she is not selected by that team, the player may then try out for the next lower level age appropriate team, and so on. If an age appropriate team is not available or chooses not to select the player, the player may then try out for an older team. The player must commit for the entire season to the team on which he/she is rostered. Any player wishing to transfer to another club prior to fulfilling his/her commitment to DUSC must have the approval of the DUSC BOD.

V. Fundraising

A. Club

All member teams are expected to participate in DUSC fundraising events, and are required to provide volunteer workers in support of such functions. These events include, but are not limited to, tournaments, hosting State Cup tournament events, the DUSC Opening Day Fiesta, and other Club fundraising functions. Such events create a better club soccer environment for DUSC players and help the Club to become more financially independent. The Club's goal in fundraising is to provide an ever better soccer value to its members by adding benefits while containing the cost of player participation.

B. Team

Each DUSC team shall pursue its own fundraising activities, as approved by the BOD and/or the Club President, in order to defray the ongoing cost of team related fees and expenses (see section **VIII. Payment of Team Fees and Expenses**).

VI. Season of Play

Although this agreement begins on March 1, 2014, the official 2018 / 2019 DUSC “season of play” shall commence on August 1, 2018, and conclude upon the teams’ completion of the *California Youth Soccer Association Open State Cup or CYSA National Cup* (assuming participation.) For the purposes of this agreement that date is May 31st, 2019. Any DUSC team may decide to hold monthly practice in the off-season months of June and/or July on the condition that they pay their trainer a monthly amount specified by the BOD. This payment is separate from and in addition to the regular club-wide, dues installments as outlined on the Blue Sombrero website and sections **VII-C Olders Payments and VII-D Youngers Payments**.

VII. Annual Player Registration Fee and Player Monthly Dues

In consideration of the foregoing, by signing this agreement, player/parents promise to pay DUSC for the 2018/2019 season the following amounts, in the following timeframes:

A. Player Annual Registration Fee — Payable to the Club

Upon the completion of annual DUSC team tryouts, each player accepting an invitation for a regular season roster position on a team shall pay an annual registration fee of \$210. The annual registration fee is set by the BOD, is nonrefundable, and is due within 7 days of the invitation to join the Club or May 1st, whichever date comes later.

B. Player Training Dues - Payable to the Team via Blue Sombrero website

Upon the commencement of the new season in August, each player rostered on a DUSC team shall be responsible to pay training fees, as adjusted and set by the BOD. Individual player fees for the entire Club season shall be paid in advance via Blue Sombrero, as set forth in the Training and Registration Fees handout.

Note: Please read section **IX. Failure to Pay.**

C. Seniors Payments

Players in 12th Grade 4 month season:

August - November see **section VI. Season of Play**

Professional Coach

For teams with 14 or fewer players, total dues per player increase \$5.00 per month (\$20 for the season).

D. Olders Payments

Players in 9th through 11th Grade 7 month season:

August - November, & March, April, May see **section VI. Season of Play**

Professional Coach

For teams with 14 or fewer players, total dues per player increase \$5.00 per month (\$35 for the season).

E. Youngers Payments

Players in 8th Grade and Below 10 month season:

August -May see **section VI. Season of Play**

Professional Coach

For teams with 14 or fewer players, total dues per player increase \$5.00 per month (\$50 for the season Payments for Registration and Training are made payable to the Club).

VIII. Payment of Team Fees and Expenses

From time to time, players/parents shall be expected to pay team related fees and expenses that are additional to the player annual registration fee and player monthly dues. Team fees and expenses include, but are not limited to, team tournament entry fees, player travel costs, uniform costs, referee fees, league/state/national cup bonds (refundable upon performance), premier fees (if applicable), team functions, and CSL or CYSA-S transfer fees. The Club does not pay player team fees and expenses. All such additional costs are to be calculated, assessed, and collected by each individual team administrator, who can hold his/her players responsible for payment, as set forth in section. **Failure to Pay.**

A player receiving sponsorship support for monthly dues is still obligated to pay team fees and expenses, although players may also seek sponsorship support for such costs.

Players/parents shall make all team fees and expenses payments when assessed by the Club or by their team.

IX. Player Sponsorship

Players/parents who find complete payment of the player monthly dues, annual registration fee, and additional team expenses an extreme economic hardship are encouraged to seek independent financial sponsors who will help pay a portion of those individual player's Club financial obligations.

Such individual player sponsors can receive community wide recognition through advertising displayed either on game-day banners, on the official DUSC website, on t-shirts, or through other means. DUSC, through its BOD and certain DUSC team administrators, is willing to advise interested players/parents how the player sponsorship process works.

In many instances, entire teams work together to hold group fund raising activities, such as car washes, merchandise sales, etc., in order to reduce the cost of their players' monthly dues, and/or to pay team expenses incurred for tournament entry fees and uniforms. All such fundraisers require Board approval.

The Club shall hold any information concerning players who are seeking independent sponsorship in strict confidence. All sponsorship payments shall be made directly to the Club Treasurer, who shall apply the amounts specifically on behalf of the player designated. Any remaining individual player monthly dues shall be prorated over the applicable payment schedule, as set forth in section **VII. Annual Player Registration Fee and Player Monthly Dues, C. Seniors Payments, D. Olders Payments and E. Youngers Payments.**

X. Failure to Pay

Players/parents shall immediately contact their team administrator, the Club Treasurer, or designated DUSC representative to inform them if they are unable to make any annual registration fee, dues, or team fees and expenses payment at least ten (10) days prior to the payment due date.

Failure to make scheduled payments for any player dues, fees, or team expenses of any kind shall result in forfeiture of the Player's CYSA Players ID Card to the Club and suspension of that player's right to participate in team practice sessions, league games, and tournament competitions, and may ultimately end in the player's expulsion from the Club.

Teams failing to relinquish a Players CYSA Player's ID Card upon request may lose their online privileges and ability to generate Match Reports.

Teams with unpaid fees over 15 days past due will be assessed a \$15.00 late charge for each player in violation.

XI. Early Termination

The Club may terminate this Agreement earlier than the date set forth in section **I. Term**, as follows:

Failure to comply with the DUSC Code of Conduct, as set forth in section **II. Intra-Club Obligations, and section III. Disciplinary Action.**

Failure to pay the player annual registration fee, player monthly dues, and additional team fees and expenses, as set forth in section **VII. Annual Player Registration Fee and Player Monthly Dues and section VIII. Payment of Team Fees and Expenses.**

If the player leaves the Club. Upon termination of this Agreement, all outstanding player annual registration fees, player monthly dues, and player team fees and expenses shall become immediately due and payable to DUSC.

XII. Refunds

A. Refund Requirements

1. **Season Ending Injury**
A "Season Ending Injury" is defined as an injury that requires a rehabilitation period of 6 months or longer, as prescribed in writing by a licensed physician or physical therapist.
2. **Player Release**
A Player whom the BOD and/or the team coach has determined should be released from the team upon conclusion of the try-out period.
3. **Player Expulsion**
A "Player Expulsion" is defined as a player who is required to leave the Club by the Board of Directors. Any refund will be on a case by case basis, as determined by the DUSC BOD.

B. Calculation of Refund

If a player's season with the Club is cut short for any of the above three reasons, the player shall be responsible for the payment of monthly club dues only through the last month in which the player participated with his/her team. The player shall receive a refund from DUSC for paid player monthly dues, prorated beginning the month after the last month in which the player participated with his/her team, as per the payment schedule set forth in section **VII. Annual Player Registration Fee and Player Monthly Dues.** In any case, the annual registration fee is non-refundable. Any refund for additional player costs, as set forth in section **VIII. Payment of Team Fees and Expenses,** is not the Club's responsibility. As a guideline, the refund of certain team fees and expenses, such as team tournament fees, may be prorated beginning the month after the instance of termination occurred. However, other team fees and expenses, such as player travel costs, are likely to be nonrefundable.

