

AGREEMENT BETWEEN

TIPP CITY YOUTH SOCCER ASSOCIATION BOARD OF DIRECTORS

AND

REPRESENTATIVES OF TIPP CITY

TRAVELLING TEAMS ORGANIZATION

## AGREEMENT

This agreement, made and entered into by and between the Tipp City Youth Soccer Association (TCYSA) Board of Directors, on behalf of itself or its successors, hereinafter referred to as the “Board” and representatives of Tipp City area Traveling Teams, on behalf of themselves or their successors, hereinafter referred to as “Travel Teams

### ***Witnesseth:***

Whereas, the Board is engaged in promoting the game of soccer for the youth in the Tipp City area and its very existence is dependent upon the faithful carrying out of its obligations and responsibility to such cause; and,

Whereas, the Travel Teams are a recognized outgrowth of Tipp City Youth Soccer whose purpose is to further the development in the game of soccer for all participants and their very existence is dependent upon the faithful carrying out of their obligations and responsibilities to such cause; and,

Whereas, both parties recognize all parents of Travel Team players, head coaches, and assistant coaches are recognized as members of TCYSA with the same rights of membership as are accorded parents, coaches, and assistant coaches of players in TCYSA Leagues and that to properly fulfill their obligations requires that any disputes arising between them be adjusted and settled in an orderly manner without disruptions to the soccer seasons as they are offered to the public of the Tipp City area.

## **Article I. Obligations**

### ***Section 01***

The Travel Teams will create an organization comprised of the coaches of the various teams for the purpose of conducting business pertinent only to the Travel Teams. This organization will select a representative to be identified to the Board at the annual meeting of the Board as a recognized voting member of the Board for the ensuing year. This selection shall be an annual process that will be completed by December 31 each year. In doing so, the Travel Teams agree that this selected representative shall be responsible for representing the Travel Teams in all affairs pertaining to the Travel Teams. In selecting such a representative, the Travel Teams agree not to incorporate or cause to be incorporated any formal organization contrary to the Board and that the jurisdiction of those Travel Team Rights as herein defined are transferred to the Board as exclusive rights of the Board.

### ***Section 02***

The Board will cause its existing constitution to be amended in such fashion as to; give recognition of this agreement, and to provide for a recognized representative of the Travel Team organization to have a voting right on all matters of the Board and in doing so, recognizes that the selection of such representative is the exclusive right of the Travel Team organization. The Board agrees to recognize the selected representative as the responsible party for conducting any affair with the Travel Team. The Board further recognizes that business pertaining solely to the Travel Teams to be the exclusive right of the Travel Team organization and the external league(s) with which they are affiliated and in making such recognition, the Board will not attempt to exercise any jurisdiction over the Travel Teams except for those rights as herein defined to be the exclusive rights of the Board.

## Article II. RIGHTS

### ***Section 01 Rights of the TCYSA Board***

- (a) Selection of head coach for each Traveling Team will be the sole discretion of the Board. Such selection will be made by the entire Board at its May meeting and will be made from among those applicants who have submitted in writing their desire and qualifications to be a coach.
- (b) All applicants will be given a standard resume sheet to be completed and evaluated against a standardized set of qualifications for a head coach. Such resume must be submitted to the Board prior to April 30 each year for proper consideration.
- (c) The term of head coach will be for a one year period, commencing July 1 and ending the following June 30.
- (d) Any head coach may be relieved of his duties for just cause by the Board in a fashion consistent with the existing constitution which governs discipline of all TCYSA coaches providing such discipline is approved by a majority vote of the Board at a special meeting called to consider such matters.
- (e) The filling of any vacant head coach position at any time other than the annual selection will be the exclusive right of the Board and will be done in a fashion consistent with the annual selection process and in a manner to provide for the timely continuance of any ongoing season.
- (f) The Board will have the right to place two members on a committee with two members of the Travel Team organization for the purpose of developing the standard resume and the standard qualifications to be used in judging applicants for head coach. Such forms will be completed prior to March, 1983.
- (g) The existing playing fields and practice areas wherein the Board has spent or caused to be spent, monies for goal posts, field maintenance, or field preparation are the exclusive rights of the Board in conjunction with the appropriate governing authorities. Scheduling the use of such areas for the Travel Teams will be made by the Board exclusively.

In consideration for including Travel Team needs regarding field use for practice and games, the Board will charge each Travel Team an amount per travel team player equivalent to that charged for field maintenance to

each player in TCYSA leagues. Such an amount will be determined by the Board by February 1 annually so as to provide for the timely collection of such monies and in no event shall be greater than that charged by the Board to TCYSA participants for field maintenance only.

The Board will accept such monies from and schedule field use only for those recognized head coaches as appointed by the Board.

- (h) The Board has the exclusive right to determine the number of teams representing Tipp City in each division of the Travel Team league. There will be, beginning with July 1, 1983 head coach selection, one team in each of the following age divisions:
  - (i) Under 12 years old
  - (ii) Under 14 years old
  - (iii) Under 16 years old
  - (iv) Under 19 years old

Except in those age groups when a separate girls team is warranted. In each case the Board makes the decision whether or not to add a girls team and will use the same guidelines for selecting head coaches as mentioned in IB. Any expansion of teams is the exclusive right of the Board.

## **Section 02**

*The rights of the Travel Teams to operate in conjunction with the external league(s) with which they may be associated are the exclusive rights of the Travel Teams and their organization and include but are not limited to:*

- (a) The number and selection of assistant coaches.
- (b) The number of players on each team.
- (c) The method of selection of players on each team. After July 1, 1983 this will involve a formal, publicized, try out with the final selection of players being the exclusive decision of the head coach.
- (d) The transaction of any business with the external league(s) with which they are affiliated.

- (e) The compliance of playing time rules, player substitution, and discipline of players or coaches in compliance with any league(s) with which they are affiliated.
- (f) Any and all other rights pertaining to individual teams save for:
  - (i) The determination of number of teams
  - (ii) The selection of head coaches
  - (iii) The scheduling of field use

Which are all three recognized as exclusive rights of the Board.

- (g) Travel Teams have the right to place two members on a committee with two members of the Board for the purpose of developing the standard resume and standard qualifications to be used in judging the applicants for head coach. Such forms will be developed prior to March, 1983.

## **Article III. FUNDING**

### ***Section 01***

All funding for the Travel Teams for; external league fees, uniforms equipment, playing field maintenance and any other associated expenses will be the responsibility of the Travel Teams and will not include the use of TCYSA funds in any fashion. The Travel Teams will not engage in any fund raising that will involve the public of Tipp City area in such fashion as to construe TCYSA is other than a self-supporting organization as in door-to-door solicitation of sales.

### ***Section 02***

The Travel Team organization shall have sole responsibility for determining the metho~1 of fund raising and the ultimate disposition of all proceeds.

### ***Section 03***

There may be occasions which funds or proceeds are paid to TCYSA but are designated for Travel Team use. In such cases, all funds are to be earmarked for the Travel Teams by the Board Treasurer or designate and are to be handled separately from TCYSA funds. Such funds so designated will be dispensed by the Treasurer or his designate as per instructions from the Travel Team representative without any Board involvement.

## **Article IV. DURATION**

This agreement will remain in effect as long as there is a formal TCYSA Board of Directors in accordance with their constitution.

FOR THE BOARD:

Ron Lucas, 1983 President TCYSA

FOR THE TRAVEL TEAMS:

Rick Franke, 1983 Representative