

MARIN INTERLEAGUE SOCCER ALLIANCE

MEMORANDUM OF UNDERSTANDING

This cooperative alliance shall be known as Marin Interleague Soccer Alliance (MISA).

PURPOSE AND BOUNDARIES

The purpose of this cooperative alliance shall be to align the (9) recreation league soccer clubs, all in Marin County, California: Mill Valley Soccer Club, Tiburon Peninsula Youth Soccer Club, Town of Corte Madera Soccer, Ross Valley Youth Soccer Club, Town of San Anselmo Soccer, West Marin Youth Soccer League, San Rafael Youth Soccer League, Dixie Youth Soccer Association, and the Novato Youth Soccer Association, offering players grade level fifth through twelfth, an opportunity to participate on teams from their club, competing in games against players/teams of the same age from the other participating (MISA) clubs.

In pursuit of these purposes, the clubs that form this (MISA) cooperative alliance shall provide logistical support and facilities for game play (regular and post-season), and supply referees for these same games.

This (MISA) cooperative alliance operates under a mutually agreed upon Memorandum of Understanding.

This cooperative alliance is not a legal entity, nor does it operate according to By-Laws. This cooperative alliance does not have a Board of Directors. This cooperative alliance does not hire staff or employees. This cooperative alliance does not hold any bank account, collect fees, or issue payments.

This (MISA) cooperative alliance, with the approval of the Board of Directors of its (MISA) cooperative alliance member clubs may elect to find a league administrator to complete administrative duties such as scheduling, contacting participating coaches, and other logistical tasks required to operate (MISA), in a fair and equitable manner for all of its participants. Please see (MISA) League Administrator for additional clarification.

ALLIANCE OVERSIGHT COMMITTEE

(MISA) shall have a group of people who meet to ensure that all participating (MISA) cooperative alliance clubs operate under the same policies and guidelines. This committee shall be named the ALLIANCE OVERSIGHT COMMITTEE (AOC). The (MISA) cooperative alliance, ALLIANCE OVERSIGHT COMMITTEE (AOC) shall be comprised of one member from each participating (MISA) club. This (AOC) member shall be determined by

that club's Board of Directors. Each club is required to have their (AOC) member attend (MISA) meetings. The (AOC) members represent their clubs in setting policies and procedures to ensure a fair and equitable playing experience for all (MISA) participants, including all players and coaches.

This (MISA) cooperative alliance shall adhere to the mutually agreed upon Memorandum of Understanding, Playing Rules and Protocol, and any other stated policies as agreed upon by the simple majority of the (AOC).

Each club participating in (MISA), shall have one (AOC) member attend monthly meetings. This (AOC) member shall have the unconditional right to return to his or her club to confirm the desires of that same club, prior to voting on any issue, regardless of the importance or complexity of that issue. Each (AOC) member shall be given no less than (28) days from the initial request for vote, to confirm the club's intention prior to a final vote. Each (MISA) club shall have one vote. There are no half votes, etc., for clubs with more than one (AOC) member. Only (AOC) members may vote on any issue, topic, etc. Please see "Meetings" for additional information.

GENERAL PRACTICES

This (MISA) cooperative alliance shall remain a cooperative alliance, and shall not entertain options to become its own club or league. Regardless of recommendations from third party governing bodies such as US Club Soccer, USYS, CYSA, or AYSO etc., it is the intent of (MISA) to remain a cooperative alliance, and never become an independent club or league.

No cooperative alliance club shall recruit under any circumstance, players or coaches from clubs participating within the (MISA).

Membership in the (MISA) is open to recreational soccer clubs with more than (150) players in Marin County, as approved by the simple majority, and shall be voted as such by the (MISA) member clubs Board of Directors. Each (MISA) member club shall receive one vote, representing the desire of that member club.

All clubs participating within (MISA) must have player insurance preferably with US Club Soccer, as well as a Board of Directors, forming teams each season within compliance of the (MISA) policies relating as such.

All (AOC) members shall be actively engaged with their own club, involved enough to have a clear knowledge of that cooperative alliance club's needs, for the benefit of that club's players.

(AOC) members shall fair and equitably represent their club's interest, not their own interest without exception.

(AOC) members shall respect the decisions of the (AOC), as determined at meetings by the simple majority. This includes following determined policies, procedures, and guidelines, during the remainder of that season. In the event that a (MISA) member club desires to request a change to an existing policy, that request shall be made in the spring, prior to the season starting. Also, the (AOC) may review any and all policies during the spring, in a reasonable time frame, while prepping for the next season. * All changes must be completed no later than June 30, of the respective season or the policy from the prior year shall continue without delay or interference. *No changes to policies or procedures shall be made after July 1 of the respective season, unless it is required due to an urgent matter, or safety issue.

Generally speaking, unless there is an urgent need to do so, the (AOC) will not discuss policy or procedure other than during an in person (MISA)(AOC) meeting.

COMMUNICATION AND INCLUSION OF MEMBER CLUBS

It has been agreed upon at a meeting of the (MISA) cooperative alliance member club Presidents, on March 19, 2018, that in all cases:

Daily (MISA) business, sent via email, should be sent to the (AOC) members, only including those who attend the monthly (AOC) meetings. This documentation may include minor policy review, review of last season, or planning for the upcoming season. This may also include general questions about already determined policy or procedure.

Meeting agendas, and previous meeting notes should be sent no less than five-days prior to the upcoming meeting to the (AOC) members and (MISA) cooperative alliance club Presidents, for review and discussion.

Information relating to major policy change should be sent to the (AOC) members and (MISA) cooperative alliance club Presidents, for review and discussion.

MEETINGS

The (MISA) ALLIANCE OVERSIGHT COMMITTEE (AOC) shall meet one time per month (March through November), on a mutually agreeable date/time, as determined by the (AOC) members at the March meeting. The (AOC) shall also determine a fair and equitable meeting location, preferably at no cost to (MISA) or any of its (MISA) member clubs. There shall be no meetings held in December, January, or February. The (MISA)(AOC) meeting date, time, and location shall be determined by a simple majority of the (AOC).

When a monthly meeting is not timely, an interim meeting may be called with 72 hours advance notice. This would only be considered for instances when player safety, or player determinations must be considered, prior to a game start that would be impacted by waiting to make such a decision or determination.

When a monthly meeting is not timely, the (AOC) may elect to determine time-sensitive issues via email or telephone. This would only be considered for instances when player safety, or player determinations must be considered, prior to a game start that would be impacted by waiting to make such a decision or determination.

In the event that an “emergency” meeting is required, or in the event that a decision is required by email or telephone, all (AOC) members shall be given a fair and equitable amount of time to: gather details, contact their respective board, and determine how they shall vote. All (AOC) members shall act in a reasonably prompt amount of time, considering the importance of the issue.

Should a representative not be able to attend an “emergency” meeting, that specific (AOC) Member may send a proxy to vote via email, including the remaining eight clubs for transparency.

While it is the intent of the (MISA) to have consistency at its (AOC) meetings with respect to its (AOC) representatives, it is understood that (MISA) member clubs may have a “guest” or “substitute” (AOC) rep attend the monthly (AOC) meeting. It is the responsibility of the (MISA) member club to ensure that all “guests” or “substitutes” have the information needed to continue the desires of said club.

CHAIR PERSON OR ACTING CHAIR PERSON

To ensure that each MISA meeting is productive and timely, addressing issues in a respectful and professional manner, each MISA meeting shall have a Chairperson. The (AOC) may at any point during the year determine if they would like to identify one person as the Chairperson, or if the (AOC) would like to have member club representatives act as the Chairperson at one or more meetings over the course of the season. The (AOC) shall determine the best course of action with respect to assigning a Chairperson, based on a vote, determined by the simple majority of the (AOC).

QUORUM

All meetings of the (AOC), given a reasonable notice of time for that meeting, shall require a minimum of five members of the (AOC), who shall constitute a quorum for the transaction of business. In all cases, regardless of importance or complexity, final votes shall be determined by the simple majority*.

*This (AOC) member shall have the unconditional right to return to his/her club to confirm the desires of that same club, prior to voting on any issue, regardless of the importance or complexity of that issue. Each (AOC) member shall be given (28) days from the initial request for vote, to confirm the club’s intention prior to a vote. Each (MISA) club shall have one vote. There are no half votes, etc., for clubs with more than one (AOC) member. The window to return a vote on issues determined as time sensitive may be changed, only if the (AOC) agrees by simple majority to change the voting time table, for that specific or one-time issue.

SEASONAL YEAR

MISA reserves the right to consult with the (AOC) to determine the time period for each year's season of play. The MISA season will typically start near the end of August, with the MISA playoffs finishing prior to the middle of November.

RESPONISBILTY OF COOPERATIVE ALLIANCE CLUBS (aka MEMBER CLUBS); INSURANCE POLICIES; RELATED

It is required for all Marin Interleague Soccer Alliance, cooperative alliance member clubs to provide insurance for its players, coaches, referees, and other related staff or volunteers, in the event of injury, or other related incident common when participating in a youth sporting event. Additionally, cooperative alliance clubs shall have insurance policies intended to provide insurance coverage for incidents not known or stated, such as Director and Officers Insurance (policies). It is stated without exclusion that (MISA), its Alliance Oversight Committee Members, and the staff or representatives of (MISA), do not offer, furnish, purchase, sell, or otherwise, insurance policies intended to insure or protect players, coaches, referees, or other related staff or spectators, participating within (MISA), or attending (MISA) events.

It is the sole responsibility of each (MISA) cooperative alliance member club to purchase and offer insurance policies, that its Board of Directors feels necessary, however in all cases without exception, the cooperative alliance member club must purchase and provide insurance policies required to protect its players, coaches, referees, or other related staff, and club, participating within (MISA), for the entire (MISA) season, including preseason training events, regular season games, and postseason playoffs and or tournaments, etc.

HOLD HARMLESS AGREEMENT

By participating in the Marin Interleague Soccer Alliance, each cooperative alliance member club, its Board of Directors, coaches, players, staff, spectators, or others, shall Hold Harmless this same Marin Interleague Soccer Alliance cooperative alliance, the (MISA)(AOC) and (MISA) staff or representatives, with no exclusions or exceptions.

The (MISA) cooperative alliance, each cooperative alliance club, its Board of Directors, coaches, players, staff, or others, shall not assume, nor be liable for, the debts nor the financial responsibilities, either implied or incurred, by any of its (MISA) clubs, members, team coaches, managers or teams.

THE MISA LEAGUE ADMINISTRATOR

The (AOC) may determine that it is necessary to find a league administrator to complete the task of scheduling games, working with cooperative alliance member clubs to arrange for field times, or schedule referees, and coordinate this information to participating MISA coaches. Additionally, this League Administrator shall tally regular season standings, and schedule post season playoffs or tournaments, as determined by the (AOC).

The (AOC) may determine that the best course of action is to compensate a (MISA) League Administrator for his or her time spent on required tasks, necessary for the action and success of (MISA). The (AOC) may contract with a person, mutually agreed upon by the (AOC), within State and Federal law with respect to "Independent Contractors". (MISA) and the (AOC) shall never "hire" or "employ" staff. The (MISA)

cooperative alliance clubs shall compensate this person by furnishing payment from each of the nine (MISA) member clubs, at their club's share or percentage, directly to the "Independent Contractor", known as the (MISA) League Administrator. For example, each club shall determine their share of the monies owed to the (MISA) League Administrator based on the number of teams that their club has participating in a given season. That same club shall then send payment directly to the (MISA) League Administrator. (MISA) shall not collect monies, distribute payments, or orchestrate any financial dealings, under any circumstance.

A (MISA) cooperative alliance member club's failure to provide payment to the (MISA) League Administrator may result in a cooperative alliance club being suspended from (MISA), or having their teams suspended from participating in (MISA).

The (MISA) League Administrator shall work under the direction of the (MISA)(AOC), in compliance with State and Federal "Independent Contractor" law. Under no circumstance is the (MISA) League Administrator, a commissioner or person given the authority to "vote" on (MISA) policies, procedures, or guidelines. Under no circumstance is the (MISA) League Administrator, authorized to act on behalf of (MISA) or the (AOC) without the express written consent of the (AOC).

COMPLIANCE OF MISA POLICIES

It is hereby stated that all cooperative alliance (MISA) clubs shall employ practices to comply with the (MISA) Memorandum of Understanding, Policies, and Playing Rules and other guidelines as agreed upon by the (MISA) cooperative alliance member club's, and or the (AOC). There are no exceptions, and all (MISA) cooperative alliance member clubs shall be held to the same standards of compliance.

Any club found to be in conflict with the Memorandum of Understanding, Policies, and Playing Rules, or other required statement or policy, intentional or otherwise, may have their (AOC) suspended, have their (AOC) member vote suspended or removed, have their teams suspended or banned from the regular season or playoffs, all by the approval of the simple majority of the (AOC).

PROTEST AND APPEALS

Please see policies relating to Protests and Appeals in the MISA PAD Policy. All decisions of the (MISA)(AOC) are final, and there are no appeals.

NOTICE OF MISA PARTICIPATION TERMINATION

A (MISA) cooperative alliance member club may terminate its participation within (MISA), by notifying the remaining (MISA) cooperative alliance member clubs, in writing during a termination window of December through February.

NOTICE OF REVIEW, COMMENT, PRIOR TO APPROVAL

This document is only a draft copy, and will require the approval of first the (AOC), and secondarily the (MISA) cooperative alliance member club's Board of Directors.

This MOU shall not be enforced until each (MISA) cooperative alliance member club's President has signed this document.

This MARIN INTERLEAGUE SOCCER ALLIANCE, MEMORANDUM OF UNDERSTANDING, has been reviewed and discussed by the Board of Directors that represent each of the (MISA) cooperative alliance member clubs. Each of the (9) (MISA) cooperative alliance member clubs have agreed to the creation and implementation of this document.

This document is hereby agreed upon and accepted by each of the (9) (MISA) cooperative alliance clubs on November 13, 2018.