

AGREEMENT
BETWEEN
THE CITY OF COLUMBIA, MISSOURI,
AND THE
COLUMBIA YOUTH BASKETBALL ASSOCIATION

THIS AGREEMENT is entered into on the date of the last signatory noted below (the "Effective Date"), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and COLUMBIA YOUTH BASKETBALL ASSOCIATION, a nonprofit corporation organized in the State of Missouri (hereinafter "Organization"). City and Organization are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, City owns and operates parks and recreational facilities for recreational and competitive sports programming in Columbia, Missouri;

WHEREAS, Organization provides youth sports programming, leagues and tournaments for children in Columbia, Missouri; and

WHEREAS, the Parties desire to work together to provide youth in the community with basketball opportunities.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Organization's Responsibilities. Organization shall have the following responsibilities:
 - a. Organization is responsible for registration of players. Organization's registration form will include a provision which provides consent for the use of photographs and video imagery and sound recordings of program participants.
 - b. Organization shall be responsible for the collection of registration and participation fees. The approved registration and participation fees are set forth in Exhibit A. Organization shall not increase registration and participation fees during the Initial Term, as defined below, without the written consent of City's Designated Representative. After the Initial Term, Organization reserves the right to update registration and participation fees prior to each term of the Agreement with sixty (60) days written notice and those fees will be fixed for the duration of that term of the Agreement and shall only be changed with the written consent of the City's Designated Representative. Organization shall coordinate with the city to provide scholarships for players who need financial assistance.
 - c. Organization shall select teams in the following manner:
 - i. Players shall not be placed on teams through a selection, bidding, or tryout basis.

- ii. Organization's practice is to generally create teams based on school-affiliation.
 - iii. When requested by a parent, Organization may place children on a team as needed to resolve transportation issues.
 - iv. Organization reserves the right to move players from one team to another based on what is best for the player, the team, and the league (i.e. relationship issues between players, transportation needs of the family, etc.)
 - d. Organization shall provide City a requested practice, game and event schedule no later than forty-five (45) days prior to the then current basketball season.
 - e. Individual and Team Photography and Videography. Organization may procure professional photography or videography. Any agreements for these sorts of professional services shall be between Organization and the professional. Organization must use any profit from the professional services to support the recreational program.
 - f. Organization shall fund its various programs. Organization shall provide City with a copy of its operating budget no later than one month (30 days) prior to the start of the then current basketball season.
 - g. Organization shall provide an annual report to the City no later than one month (30 days) after the end of the then current basketball season.
 - h. Organization shall not engage in any conduct which jeopardizes or causes it to forfeit or voluntarily release its 501(c)(3) status. Organization shall remain in good standing with the Missouri Secretary of State.
 - i. Organization shall select, train and approve its managers and or coaches for the various league teams. Organization shall conduct annual background checks on all managers, coaches and other adults volunteering in Organization's programming. The background check requirements are set forth in Exhibit B.
 - j. Organization shall be responsible for security at its practices, games, and events. Organization shall encourage good sportsmanship and shall notify the participants, coaches, parents, other supporters and spectators of the City's rules and regulations, as needed.
2. City's Responsibilities. City shall have the following responsibilities:
- a. City shall provide use of the Columbia Sports Fieldhouse and other venues for practices, games, tournaments, and other events on a schedule approved by the City's Designated Representative as set forth below.
 - b. City shall make available to organization seven (7) weekend dates (Friday – Sunday) for Organization's use of the Columbia Sports Fieldhouse between January and March no later than 90 days prior to then current basketball season. The use shall include all eight (8) hardwood courts.
 - c. City shall provide Organization with a minimum of two (2) courts available during weeknights (Monday - Thursday) for the duration of Organization's Basketball Season.

- d. Within fifteen (15) days of receiving Organization's requested practice, game and event schedule, City will confirm dates of use for practices, games and events.
- e. City shall coordinate with other property owners as needed for securing practice and game facilities for the Organization's season.
- f. City shall provide publicity during registration and playing season.
- g. City shall provide game balls.
- h. City shall provide the trained officials.
- i. City shall provide a meeting room for the Organization's meetings at no charge to the Organization.

3. Joint Responsibilities.

- a. League Rules. The current approved league rules are contained in Exhibit C. Any rule changes must be approved by the Designated Representatives in writing.
- b. Program Philosophy. The current approved Code of Conducts for participants and coaches are contained in Exhibit D. The Parties Designated Representatives shall meet at least annually or as often as necessary to discuss program philosophy, including but not limited to the Code of Conduct and Responsibilities of Players and Coaches. No changes shall be made to the Code of Conduct documents without the written approval of the City's Designated Representative.

4. Fees. Organization shall pay fees as indicated herein.

- a. For league games, Organization shall pay the Activity Fee and Recreation Facility Use Charges as set forth in City Code, Chapter 17. The Activity Fee and Recreation Facility Use Charges shall be calculated based upon the following formula:

Average number of Participants per Team X 2 teams per game X number of scheduled games X Amount of the Fees.

Any changes to the Activity Fee and Recreation Facility Use Charges made by the City shall be applied to the Organization beginning in the Organization league year following the year in which the changes were made (i.e., City fee changes effective October 1, 2026 would be applied to Organization for its 2027-2028 league year).

- b. For practices at the Columbia Sports Fieldhouse, Organization shall be entitled to a fifty percent reduction in the appropriate court reservation fees.
- c. For special events and tournaments, Organization shall pay all associated facility rental fees as set forth in City Code, Chapter 17, or as otherwise indicated in the Parties' special events operation agreement.
- d. City shall invoice Organization at the end of each season. All fees shall be paid within fifteen business days following receipt of the invoice.

5. Term

- a. Initial Term. The "Term" of this Agreement shall commence on the Effective Date, and shall continue until the date that is one (1) year following the Effective Date.
- b. Renewal Term(s). Thereafter, the Agreement shall automatically be renewed for successive terms of one year, unless either Party provides written notice of non-renewal no later than thirty days prior to the end of the then current term.

6. Termination For Default

- a. Events of Default. A Party shall be considered in Default of this Agreement upon:
 - (1) The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;
 - (2) The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;
 - (3) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
 - (4) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.
- b. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

7. Termination For Convenience. With ninety (90) days written notice, either Party may terminate this Agreement for convenience.

8. Termination By Mutual Agreement. This Agreement may be terminated at any time upon mutual agreement by both Parties.

9. Force Majeure. The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, strike, and act of God or any other cause beyond the control of the Party claiming Force Majeure. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. A Party shall not be liable to the other

Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure.

10. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, Organization shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Organization, of any contractor or subcontractor (meaning anyone, including but not limited to consultants having a contract with Organization or a subcontractor for part of the services), of anyone directly or indirectly employed by Organization or by any subcontractor, or of anyone for whose acts the Organization or its subcontractor may be liable including volunteers, in connection with providing these services. This provision does not, however, require Organization to indemnify, hold harmless, or defend the City of Columbia from its own negligence.

11. **Insurance.** ORGANIZATION, at its sole expense, shall obtain and keep in force liability insurance to cover ORGANIZATION's activities in an amount not less than the State of Missouri's sovereign immunity limits, adjusted annually pursuant to Section 537.610 RSMo on a per occurrence basis for both personal injury or death and property damage, naming the City of Columbia as an additional insured. ORGANIZATION shall provide City with proof of such insurance and a copy of the policy upon request.

12. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

13. **Designated Representatives**

- a. The City hereby designates its Director of Parks and Recreation as its Designated Representative for purposes of this Agreement.
- b. Organization hereby designates Board President as its Designated Representative for purposes of this Agreement.

14. **Notices.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
Parks and Recreation Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director

If to Organization:

COLUMBIA YOUTH BASKETBALL ASSOCIATION
630 Bolivar St., Suite 101
Jefferson City, MO 65101
ATTN: Registered Agent

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

15. Record Retention; and Access to Records.
 - a. Organization shall maintain all financial records, supporting documentation, and all other records pertinent to the contract for a period of at least five (5) years from the date of the final payment by the City. If any litigation, claim, negotiation, audit, investigation, or other action involving the records has been started before the expiration of the five (5) year period, Organization shall retain the records until completion of such action and resolutions of all issues that arise from it or until the end of the regular five (5) year period, whichever is later. If City is subject to any litigation, claim, negotiation, audit, or other action involving the records, the City will notify the Organization in writing to extend the Organization's retention period.
 - b. Inspection By City Representatives. The authorized representatives and agents of the City of Columbia shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.
16. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
17. No Third Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
18. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
19. Governing Law and Venue. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive

jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

20. **General Laws.** Organization shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

21. **Americans with Disabilities Act.** Organization shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Agreement involves Organization providing services directly to the public, Organization shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.

22. **Sunshine Law.** City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Organization shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. Organization shall not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential information it receives in connection with its performance of the services. Organization shall not give any confidential or proprietary information to the City to maintain. If it is required under this Agreement or by law that the City maintain any confidential or proprietary information or documents about Organization's business, operations, financial condition, technology, systems, no-how, products, services, suppliers, clients, marketing data, plans, and models, and personnel, the documents and information shall be clearly marked as such.

23. **Nature of City's Obligations.** All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

24. **Electronic Signature.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

25. **Agreement Documents.** This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Approved Registration and Participation Fees
B	Background Check Requirements
C	Approved League Rules
D	Approved Code of Conduct Documents

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

26. Entire Agreement. This Agreement represents the entire and integrated Agreement between Organization and City relative to the partnership described herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the partnership described herein are superseded.

{Signatures on following page}

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager
Date: _____



ATTEST:

Sheela Amin, City Clerk


APPROVED AS TO FORM:

Nancy Thompson, City Counselor/bt

ORGANIZATION

By: _____
Name: Wayne R. Baum
Title: President - CYBA
Date: 2/1/2020

ATTEST:



Name: J. D. Moore, Secretary

Exhibit A

Approved CYBA Registration and Participation Fees

Winter Season

- Kindergarten through High School Registration for the winter season which takes place from November to February is \$150.00 per participant. This fee covers practices (number of practices determined by grade), eight games, and a jersey.

Summer 3v3 Season

- Grades 4th-8th Summer 3v3 Registration which takes place in June is \$85.00 and covers eight games over four weeks in June.

Youth Skills Clinic

- CYBA offers a four-day skills clinic each fall in October or November. This is open to all K-2 boys and k-5 girls. The registration fee for this is \$35.00.

Exhibit B

Background Check Requirements

Columbia Youth Basketball Association (CYBA) requires all coaches and volunteers to complete and pass a background check before being allowed to coach or assist in any way with the league. The background checks are completed through Protect Youth Sports.

Protect Youth Sports

Designed for Youth Sports, Parks & Rec, Community, Volunteers

Volunteer Coach Background Checks through industry expert Protect Youth Sports are designed to help leagues and youth sports officials implement and maintain a thorough background screening process and child abuse prevention program for volunteers, staff and employees. What Protect Youth Sports verifies:

- SSN Verification and Address History
- National Criminal Database Search
- National Sex Offender Search
- Re-verification of criminal records
- Alias names

Exhibit C

CYBA Recreational League Rules

*MSHSAA rules and penalties apply unless otherwise noted. If a league contains two or more age groups, the rules for the highest age group will be applied (e.g. 3rd – 4th grade girls will play with 4th grade guidelines).

League Rules

Sportsmanship

CYBA code of conduct for players, coaches and fans strictly applied. Verbal and physical abuse of referees, coaches, players and spectators will not be tolerated. Violators may be asked to leave the game, be removed from the facility and/or suspended from the league.

Players

Only CYBA registered and approved players may participate in games. To avoid a forfeit, a team may only pick up a player(s) from another CYBA team in the same age division or younger. ID and/or proof of CYBA registration will be required.

Game Length

- Four 8-minute quarters with running clock
- Clock stops last 2 minutes of each half (2nd & 4th quarters) according to MSHSAA guidelines.

Timeouts

Team receives 3 timeouts per game (each 1 minute long)

Overtimes

- 2-minute overtime with running clock
- 1 time out per team (timeouts do not carry over from regulation)
- Coach may choose to play any 5 players on their team.
- No substitutions (unless there is a foul out or injury)
- If a game remains tied after the first overtime, a 2nd sudden death (1st team to score) overtime will be played.

Substitutions

Substitution rules apply to ALL leagues and divisions using the below guidelines. Coaches will notify referees and/or the site supervisor for any deviation from the substitution rules.

- Mandatory substitution every four (4) minutes during games regardless of the number of players on team (clear team bench every substitution time)
 - Clock will be momentarily stopped for 15 seconds to allow players to enter game.
- No substitutions except during designated times except in these instances:
 - Player injury
 - Player disqualified from game (foul out or technical foul)
 - Player leaving a game early for personal, illness, or emergency reasons.
- Coaches should maintain a written verifiable substitution rotation (may be asked to provide)
- Playing time should be distributed among all players as equally as possible across a game and during the season. (See CYBA substitution guideline sheet for playing time and size of teams)

Penalties for violation:

- o *Technical foul assessed to the coach (not unsportsmanlike and does NOT count towards the season cumulative total for the coach)*
- o *Coaches who violate substitution rules multiple times during the season are subject to additional penalties including suspension and/or removal from league as determined by a CYBA board member or league coordinator.*

Team Fouls

- Beginning with the 5th team foul each quarter, the opposing team will shoot 2 free throws.
- Team fouls reset every quarter (but not in overtimes).

Technical Fouls

Technical foul rules and penalties are cumulative for the season. Free throw penalties will follow MSHSAA rules: (2 free throws and possession of the ball for the opposing team).

- Player Technical Fouls (unsportsmanlike)
 - o 1st technical – Player sits for 2 quarters during same game.
 - o 2nd technical – Player ejected from the game and suspended for next game.
 - o 3rd technical – Player ejected from the game and suspended for the season.
- Coach Technical Fouls (unsportsmanlike)
 - o 1st technical: Coach must remain seated on bench for remainder of the game.
 - o 2nd technical: Coach ejected from game and suspended the rest of the season.

Dunking/Grasping the Rim

- No dunking or grasping the rims during practices, games or warm-ups.

Bench Personnel

- All substitute players should remain seated during game play.
- The only people allowed on the bench are players and coaches unless prior board approval has been requested for special circumstances.
- Only two (2) coaches on a team bench at any time
- Only one (1) coach may be standing during the game within the designated coach's area
- Bench coaches shall meet the following guidelines:
 - o High school divisions: 21+ years old
 - o Kindergarten - 8th grade divisions: 17+ years old

*Younger assistant coaches than outlined can be approved by CYBA board on individual basis

Defense

Since CYBA promotes individual skill development and competitiveness, no zones, trapping or double-teams are allowed through the 5th grade level.

Considerations to evaluate defenses:

- o Man-to-man defense has each player guarding another specific player on the other team.
 - o Zone defense has a player guarding an area on the court (e.g. the lane)
- o A defensive player should be within 6-10 feet of the player they are guarding in man-to-man.
- o During fast break transitions to the basket, man-to-man defensive guidelines do not apply.
- o "Help" defense is not considered a "double-team" or "zone" as long as the help defender promptly returns to the primary player they are guarding.
- o Younger players often struggle to find the player they are guarding in man-to-man defense.

*Referees have final responsibility for interpreting violations. Any coach/team having issues with the defense rules or interpretations should discuss with their league coordinator (not the referees).

Penalties for Violations:

- o *1st Violation: Warning to the team*
- o *Subsequent Violations: Technical foul on the team (not unsportsmanlike & does not count towards the cumulative total or the team fouls for the quarter)*

Grade Specific Guidelines Rules

Kindergarten (Boys and Girls)

Ball Size: 27.5"

Rim Height: 8.0"

Player Fouls: 6

Defense: Man-to-man only (no pressing, double-teaming or trapping)

1st Grade (Boys and Girls)

Ball Size: 27.5"

Rim Height: 8.0"

Player Fouls: 6

Defense: Man-to-man only (no pressing, double-teaming or trapping)

2nd Grade (Boys and Girls)

Ball Size: 27.5"

Rim Height: 9.0"

Player Fouls: 6

Defense: Man-to-man only (no pressing, double-teaming or trapping)

3rd Grade (Boys and Girls)

Ball Size: 28.5"

Rim Height: 9.0"

Player Fouls: 6

Defense: Man-to-man only (no pressing, double-teaming or trapping)

4th Grade (Boys and Girls)

Ball Size: 28.5"

Rim Height: 10.0"

Player Fouls: 6

Defense: Man-to-man only (no pressing, double-teaming or trapping)

5th Grade (Boys and Girls)

Ball Size: 28.5"

Rim Height: 10.0"

Player Fouls: 6

Defense: Man-to-man only (no pressing, double-teaming or trapping)

6th Grade (Boys)

Ball Size: 29.5"

Rim Height: 10.0"

Player Fouls: 5

Defense: Man-to-man or zone defense (no half-court traps)

Press: Man-to-man press final 4 minutes of the game & overtime (unless up by 10+ points)

6th Grade (Girls)

Ball Size: 28.5"

Rim Height: 10.0"

Player Fouls: 5

Defense: Man-to-man or zone defense (no half-court traps)

Press: Man-to-man press final 4 minutes of the game & overtime (unless up by 10+ points)

7th – 12th Grade (Boys)

Ball Size: 29.5"

Rim Height: 10.0"

Player Fouls: 5

Defense: Man-to-man or zone defense

Press: Man-to-man press final 4 minutes of the game & overtime (unless up by 10+ points)

7th-12th Grade (Girls)

Ball Size: 28.5"

Rim Height: 10.0"

Player Fouls: 5

Defense: Man-to-man or zone defense

Press: Man-to-man press final 4 minutes of the game & overtime (unless up by 10+ points)

Exhibit D

CYBA Participant Code of Conduct

The purpose of the CYBA is to foster development of fundamental basketball skills, teamwork and healthy competition through good sportsmanship. CYBA provides a safe environment for our players to participate and compete without judgment, to understand winning and losing, and to develop strong character values through good sportsmanship. Accordingly, participants, spectators, and coaches will conduct themselves in a manner that demonstrates respect to all participants, including players, coaches, officials, referees, parents, spectators, and CYBA representatives.

CYBA basketball games are recreational activities and NOT competitive endeavors.

The following behaviors will not be tolerated:

- Verbal abuse, intimidation, heckling, taunting, ridicule, teasing, name-calling, or aggressive booing of any other person(s)
- Use of profanity or vulgar language
- Obscene gestures of any variety, toward any other person(s)
- Throwing objects
- Abuse, mistreatment, or mishandling of equipment or property
- Physical intimidation, aggression or assault of any other person(s)
- Verbal or physical threats
- Use of alcohol or drugs or being under the influence of same during any CYBA event
- Taunting of other players, coaches or referees electronically or on social media

Consequences:

Any player, parent, coach, or spectator who engages in any of the above behaviors shall be removed at the request of the officials, site coordinator, or other CYBA representative.

Any such individual may be banned from any and all future CYBA events for a period of time to be determined by CYBA. If this person is a parent of a player in CYBA, that individual's children may also be removed from participation in the CYBA during the period in which the parent is banned.

CYBA reserves the right to suspend any individuals from the program or its events in order to ensure the safety of its members and uphold its mission.

Failure to comply with or abide by the Participant Code of Conduct, will subject the participant to disciplinary action that could include, but is not limited to the following:

- Verbal warning by official, head coach, or other CYBA representative
- Written warning
- Game suspension
- Game forfeit

- Season suspension
- Full ban from all future CYBA activities or events
- Any other action CYBA or its board determines is appropriate to address safety and remedy the failure to comply

Respect for Officials/Referees:

Players, coaches, parents and spectators will show respect for the authority of the officials/referees and will comply with the decisions of the officials and observe all rules, policies, and procedures as established by the CYBA. Officials are a valuable resource to be handled accordingly and without officials these basketball games cannot be held. Parents and spectators will follow any directions or warnings issued by the officials. Officials will not be confronted before, during, or after games. If there is an issue of concern with an official, a parent or spectator should involve the site coordinator or other CYBA representative.

Remedies:

Any individual will involve site coordinators or other CYBA representatives if they observe or are experiencing a significant issue or code of conduct violation and may not take the matters into their own hands. Grievances or misunderstandings between coaches, officials, participants, CYBA, or any other parties involved with CYBA should be communicated through the site coordinator or other CYBA representative and never on or about the field of play in view of spectators or participants.

CYBA Coaches Code of Conduct

- I understand that my responsibilities as a youth coach are of great importance and that my actions have the potential to significantly influence the young athletes whom I coach.
- I understand that many children participate in sports for numerous reasons, and that the number one reason is to have fun!
- I understand that as a youth coach I am obligated to honor the rules of the games, opponents, officials, teammates, staff, and self, and to teach players to do the same.

Therefore, by participating as a CYBA volunteer coach, I will adhere to the following Codes.

A. I will create an appropriate environment for our children that:

1. Focuses on safety, fun, skill development, and education.
2. Has a positive lasting impact on the children of our community.
3. Promotes building character and learning life skills.
4. De-emphasizes a win at all costs attitude.
5. Is fair, consistent, and best meets the emotional and physical needs of all children.
6. Builds a culture where winning is not defined by outcome of competition, but by the individual needs of all the children.

B. I will act responsibly and do my best to assure that:

1. I provide equal playing time for every child, and assure fair and consistent rotation per CYBA's rotation rules.
2. I play only the players that are on my official team roster. If I determine that I do not have enough players to field a full starting line-up, I will coordinate with the CYBA representatives, officials, and other coach on site to determine if there are other registered CYBA players who meet age and eligibility requirements that may temporarily play the game. I will never play a player who has not registered with CYBA, been excluded from participation by CYBA, or otherwise does not meet the relevant eligibility requirements.
3. I properly educate players on the importance of teamwork, effort, having fun, and sportsmanship while properly instructing age appropriate fundamentals and skills.
4. I provide players with the best education, instruction, and organization possible by attending required meetings, clinics and certifications.
5. I am familiar with the objectives of Columbia Youth Basketball Association (CYBA). I strive to achieve these objectives and communicate them to my players and their parents.
6. I cooperate with Columbia Youth Basketball Association (CYBA) in the enforcement of rules and regulations, and I will report irregularities that violate sound recreational practices.
7. I provide a healthy and safe environment for my players, which are in accordance with Columbia Youth Basketball Association's (CYBA) safety procedures. I will provide safe instruction and use of playing equipment.

C. I will display appropriate behavior.

I understand that violations of the following codes will jeopardize my privilege to coach in CYBA.

1. I will treat each player, opposing coach, official, parent, or administrator with respect and dignity, and refrain from using profanity, intimidation tactics, and inappropriate language.
2. I will uphold the authority of officials who are assigned to the contests in which I coach, and agree to never openly dispute or argue an officials decision during a CYBA recreational contest.
3. I will display appropriate behavior towards, and in the presence of, children.

D. I understand that violation of the following codes may result in immediate termination of my privilege to coach with CYBA.

1. I will never coach under the influence of drugs or alcohol.
2. I will never initiate or participate in any form of verbal or physical assault on any staff, volunteer, official, parent or child.

The Columbia Youth Basketball Association (CYBA) reserves the right to take appropriate disciplinary action (up to removal) involving any coach in violation of this code of conduct.

With my signature, which I voluntarily affix to this contract, I acknowledge that I have read this ***Code of Conduct*** including the attached ***Results of Violations*** page, understand, and will do my best to fulfill the promises made herein

Violations of the *Coaches Code of Conduct* will result in written documentation, advisory consultation and possible disciplinary action, up to removal from coaching privileges. The following data outlines the disciplinary procedures of the Columbia Youth Basketball Association (CYBA):

Conduct Codes A and B

- Any violation under Codes A and/or B will result in a documented consultation by a CYBA Board Member.
- A second violation under Codes A and/or B may result in an automatic removal of the coach's privilege to coach for the remainder of the season or as deemed necessary by CYBA.
- Parental behavior can be a reflection of the team and an extension of the coach, therefore technical fouls that surface as a result of a fan, parent, or spectator, may be charged to the coach.
- Technical Fouls charged directly to the coach/assistant will be monitored and followed up under Codes A, B, and C.)

Conduct Code C

- Any violation under Code C will result in a documented consultation between a CYBA Board Member and the coach.
- A second violation under Code C may result in an automatic removal of the coach's privilege to coach a CYBA team for the remainder of the season or as deemed necessary by CYBA.

Conduct Code D

- Any violation under Code D shall result in removal of that coach's privilege to coach a CYBA team indefinitely.

I understand that many children participate in sports for numerous reasons, and that the number one reason is to have fun! This said, CYBA's philosophy is to provide youth an opportunity to participate in a recreational sport while educating, reiterating, and displaying character building traits as a coach of CYBA. Sportsmanship is a key to CYBA's success and we look for our Coaches to reflect the vision as spelled out above.

I understand that ONLY coaches that have been assigned to a team by signing up as a volunteer coach, will be permitted to join the team and/or coach(s) on the bench during games. There are various reasons for this expectation and CYBA expects coaches and parents to adhere to this rule. Situations may surface that dictate a review of this rule per certain circumstances, but prior to any changes, CYBA must be notified of this need as well as approve the change, in advance of the change being initiated.

Given the Recreational mission of CYBA, the player-coach relationships outlined in this Code of Conduct are a priority. In that regard, CYBA will have **no tolerance** for coaches who express negative, berating, or humiliating comments toward players, whether it be the coach's team or the opposing team. This behavior applies to both head coaches and assistant coaches.

NOTE:

Extreme misconduct may require exclusion from participation indefinitely. Each case will be handled on a case-by-case basis.