

February 3, 2010

All:

As most of you know, on August 17, 2009, US Club Soccer, 3 of its member clubs, and AYSO filed a grievance with the United States Soccer Federation against US Youth Soccer, the Minnesota Youth Soccer Association, the North Dakota Youth Soccer Association, the South Carolina Youth Soccer Association, the Tennessee State Soccer Association, and the Wisconsin Youth Soccer Association. The grievance alleged that US Youth Soccer and the 5 State Associations had violated their duties as members of the Federation and were in violation of several Federation bylaws, rules, and policies.

The arbitrator appointed to hear and render a decision in the grievance issued his 22-page decision yesterday, February 2, 2010. A copy of that decision is attached.

The arbitrator completely rejected the primary claims of US Club Soccer and AYSO, holding that—

(1) the policy of US Youth Soccer and its member State Associations (and the current US Youth Soccer Travel Policy), that provide that US Youth Soccer Member Passes are only for use at games that are approved by US Youth Soccer or its member State Associations, does not violate any Federation bylaw, rule, or policy,

(2) the decision by certain State Associations to only purchase insurance coverage for their member players when those players are participating in practices and games that are approved by US Youth Soccer or its member State Associations does not violate any Federation bylaw, rule, or policy, and

(3) there was no evidence that US Youth Soccer or any of the State Associations have any policies related to travel which impose an undue burden on their members' participation in US Club Soccer, AYSO, or any other non-US Youth Soccer events.

In further explanation of his decision, the arbitrator stated the following: "The Arbitrator finds nothing in the USSF bylaws, policies, or resolutions to support the proposition that Organization Members must afford the same benefits to their players or teams when participating in another organization's activities as apply when the player or team is playing within their own organization."

The arbitrator found that, contrary to the claims of US Club Soccer and AYSO, US Youth Soccer and its member State Associations "have gone to great lengths" to "make clear to their members" that the US Youth Soccer and State Association "insurance and player pass policies have neither the intent nor the effect of prohibiting members from participating in activities with non-US Youth Soccer members, and that their members are expressly permitted to participate in activities sponsored by non-US Youth Soccer members and to sponsor activities in which non-US Youth Soccer members may participate".

The arbitrator held that US Youth Soccer and its State Associations do not have to allow their members to use their member passes in any non-US Youth Soccer events. However, in international tournaments at which players are required to have player passes, US Youth Soccer and the State Associations can choose whether to allow use of the US Youth Soccer member passes or to issue alternate player passes to their members to be used at those non-US Youth Soccer international events. As a result of this holding, US Youth Soccer will be preparing and making available, on request, player passes without any US Youth Soccer or State Association identifying logo or information.

The arbitrator further found that the alleged violations of South Carolina Youth Soccer Association and the Tennessee State Soccer Association concerned rules or policies that were no longer in effect or had been resolved, and rejected all claims against those organizations as moot.

A number of the claims alleged in the grievance also focused on events related to the 2009 USA Cup at the National Sports Center in Blaine, Minnesota, and actions of the Minnesota Youth Soccer Association, the North Dakota Youth Soccer Association, and the Wisconsin Youth Soccer Association. The arbitrator made certain rulings that only applied if the 2010 USA Cup is not sanctioned by a US Youth Soccer State Association, but since the 2010 USA Cup applied for and was approved by the MYSA, those provisions of the arbitrator's order are inapplicable. At the same time, the arbitrator specifically held that US Club Soccer and AYSO had not proven that Wisconsin's, Minnesota's or North Dakota's policies violated any applicable Federation rules, and the challenges to the policies of those State Associations were all denied..

The only other ruling of note by the arbitrator was his decision that the Wisconsin Youth Soccer Association should issue a communication to its members clarifying that the decisions by the WYSA that (1) its US Youth Soccer member passes are not to be used at non-US Youth Soccer events and (2) WYSA members are not covered by WYSA insurance when they participate in non-US Youth Soccer events do not have the intent or effect of prohibiting WYSA members from participating in youth soccer games with non-US Youth Soccer members, and WYSA members are expressly permitted to participate in any events or activities they choose, including non-US Youth Soccer events, and WYSA members can sponsor events that are unrestricted and are open to both US Youth Soccer and non-US Youth Soccer teams and players.

US Club Soccer, AYSO, and the US Club Soccer member clubs have ten days to decide if they will appeal the decision of the arbitrator to the Board of Directors of the Federation.

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