

# Chapter Guidelines & Policies

Amended October 9, 2019





Dear First Tee Chapter,

Since 1997, we have been using the platform of golf to provide innovative and experiential learning opportunities for young people. While the First Tee mission remains the same, the world around us changes constantly and we are making adjustments to assist chapters in dealing with that change.

This first edition of the First Tee Chapter Guidelines and Policies (“Guidelines and Policies”) is an attempt to consolidate the essential information relating to the responsibilities of First Tee chapters and headquarters. We hope this will be helpful for your Chapter’s Board of Directors, staff, and other key stakeholders. As our legal, business and social environments change over time, we will be able to update this material annually (or as needed) to ensure that we all deliver a safe, educational and fun experience for our kids.

Chapter questions may be directed to: [networkrelations@thefirsttee.org](mailto:networkrelations@thefirsttee.org)

Thank you for all that you do.

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## First Tee Chapter Guidelines and Policies

The following guidelines and policies, together with basic terms, conditions, duties and responsibilities, must be complied with at all times during the Term (as defined in the Chapter License Agreement (“Agreement”) entered into between First Tee and the Chapter) as a licensed chapter. Capitalized terms used and not defined in these Guidelines and Policies shall have the meanings given to them in the Chapter’s Agreement. First Tee may amend, modify and/or update the Guidelines and Policies at any time in its sole discretion and the Chapter will comply with the Guidelines and Policies upon reasonable notice from First Tee.

### I. Introduction:

The First Tee® is a youth development organization that seamlessly integrates the game of golf with a life skills curriculum. First Tee creates active learning experiences that build inner strength, self-confidence and resilience (“Purpose”). The mission of First Tee is to impact the lives of young people by providing educational programs that build character, instill life-enhancing values and promote healthy choices through the game of golf (“Mission”). Because the Chapter shares the Purpose and Mission of First Tee, the Chapter desires to develop, conduct, sustain, and promote the First Tee Life Skills Experience and coordinate selected Community Partnerships (collectively, “First Tee Program”) within the Service Area for the Term of the Chapter’s Agreement. In no event shall the Chapter deny access to the First Tee Life Skills Experience because of a participant’s inability to pay. The Chapter will secure adequate sponsorship funds to provide the required no-cost or reduced-cost access to participants.

- a. **Living the Purpose and Mission:** Essential to First Tee’s sustained positive impact is a network of chapter organizations that exemplifies the Purpose and Mission in their governance, programs, operations and community relations. To this end, the Chapter will cause its leaders and other representatives to endeavor to:
  - i. Make character development of young people a priority in all Chapter decisions and activities, as young people are one hundred percent of our future;
  - ii. Serve as personal role models for demonstrating First Tee character development principles including First Tee Nine Core Values, First Tee Nine Healthy Habits and First Tee Code of Conduct;
  - iii. Increase all types of diversity and inclusion as a means of promoting long-term sustainability, relevance and broader social change through First Tee; and
  - iv. Work together with other organizations and community leaders as appropriate to further the common goal of youth development through sport.
  
- b. **Life Skills Education:** The core activity of the Chapter is to increase the opportunities for caring and trained adults to nurture young people in their character development and healthy choices through the game of golf. To this end, the Chapter will:
  - i. Implement and deliver First Tee curriculum in compliance with these Guidelines and Policies at applicable Program Locations to youth participants utilizing coaches who are registered and in compliance with the requirements of the First Tee Coach Training Program (“Life Skills Experience”);

- ii. Deliver Life Skills Experience programs with a 6:1 student to coach ratio or lower per class;
  - iii. Encourage and ensure that participants are certified at a given Life Skills Experience level after the completion of the corresponding First Tee Certification Requirements as summarized in Exhibit A attached hereto and any additional certifying requirements which may be established by the Chapter.
  - iv. Grow the First Tee Program consistent with market potential, community need, and the Chapter's Annual Plans in support of First Tee network planning objectives; and
  - v. Submit, review, and ensure accuracy of the required demographic and performance data on participants, coaches and trained volunteers using the First Tee data management software.
- c. **Community Partnerships:** In addition to First Tee Life Skills Experience, First Tee has created the First Tee National School Program and First Tee DRIVE, and may create other First Tee branded programs delivered by others (taken together, the "Community Partnerships"). The Chapter acknowledges that First Tee has created Community Partnerships that may be established within the Service Area from time to time as an element of the First Tee Program, with the Chapter's sponsorship or consent in each instance, which consent will not be unreasonably conditioned, delayed or withheld. The Chapter will support the implementation of Community Partnerships by aligning Chapter resources and coordinating the Community Partnerships opportunities as part of the overall First Tee Program in the Service Area, including to:
- i. Develop relationships with participating schools, youth-serving organizations and sponsors;
  - ii. Create opportunities for interested Community Partnerships participants to transition to the Chapter's golf facility Program Locations;
  - iii. Coordinate with First Tee to develop funding opportunities that will allow for continued market expansion where feasible; and
  - iv. Reach the number of Community Partnerships participants each calendar year in alignment with Chapter Annual Plans.

## II. Headquarters Support

First Tee headquarters provides strategic leadership and support for the chapter network through a variety of measures. HQ designates portfolio directors to provide a direct line of support to chapters, as well as business units that provide ongoing services to the full network. Headquarters provides:

- a. **Brand Management & Brand Exposure:** Protects and builds the First Tee brand on national and international levels to provide awareness of our mission and stories of impact. Through national PSA and marketing campaigns, events, PR and digital strategies, and by leveraging partnerships with PGA TOUR and others, HQ builds awareness for First Tee overall. HQ also provides support to chapters through brand guidelines, toolkits, templates and other promotional resources for local use.

- b. **Curriculum and Programs:** Provides innovative curricula that is the foundation of First Tee’s youth development programs. First Tee curriculum is custom created for our network, a signature element of who we are and the key to the organization’s impact on young people. Curricula is reviewed, enhanced and researched periodically to ensure it is relevant with today’s youth and having its full intended impact.
- c. **Adult Training:** A foundational element of First Tee’s success is our proven ability to train adults who lead our chapters in positive youth development. HQ provides specialized instruction— in person and online—for all adults who deliver First Tee programs including coaches, teachers and youth leaders. In addition, professional development and continuing education is provided for adult leaders at chapters, including Executive Directors, Program Directors and Boards.
- d. **Financial Support:** Directly and indirectly provides financial support to chapters through grants, donor-designated support and national corporate partnerships. HQ partners with chapters on collaborative fundraising and provides a suite of discounted goods and services through vendor relationships.
- e. **National Leadership Events:** Provides the opportunity for teen participants from across the network to apply and attend HQ-hosted national leadership events throughout the year. These events support teenage retention in the program and provide life-changing opportunities to enrich their First Tee journey.
- f. **College Scholarship & Alumni Opportunities:** Provides opportunities for participants beyond the core program age of 18 through college scholarships, mentoring, internship and job placement support and professional development.
- g. **Operational Benchmarking:** Provides a benchmarking tool to enable peer-to-peer collaboration, effective planning and continuous improvement as a standard for all chapters. Portfolio directors support conversations around measurements to ensure chapters are challenging themselves and learning from each other across all areas of their business: program participation, program delivery, financial performance, network involvement and leadership and governance.
- h. **Technology Support:** Provides tools and shared services to chapters to increase efficiencies including the use of Salesforce as a CRM, tracking kids, coaches, schools and more. There is also a universal website template and a network-wide eLearning platform. The purpose of these platforms is to provide enhanced customer experience and create transparent and consistent data metrics.
- i. **Networking & Alignment:** To ensure the organization is aligned around mission, objectives and strategies, HQ provides annual gatherings for chapters to come together for education and networking. A biennial Network Meeting includes education, inspiration and peer collaboration. In the opposite years, HQ hosts regional meetings.

- j. **Risk Management & Child Protection:** Provides and upholds policies and standards for risk management with an emphasis on child protection. This includes the First Tee Safe Sport policy which involves mandatory reporting, training and background checks for all coaches and other adults involved in the program.

### Headquarters' Support Matrix

<b>Channel</b>	<b>Frequency</b>	<b>Purpose</b>	<b>Chapter Audience</b>
Intranet	24/7	Announcements and resources	All
Salesforce Chatter	Business hours	Peer-to-peer, select HQ-to-chapter sharing	PDs, admin support (EDs to come)
Case Responses by HQ	Business hours	All questions	All chapter staff (mostly EDs, PDs, coaches)
Director Chapter Relationships	Business hours	Strategic consulting	EDs and Boards
<i>High Five</i>	Weekly (Mondays)	Important reminders/short-term deadlines (not announcements)	EDs and PDs
Press clippings	Weekly	News about First Tee across the entire network	All
<i>Impact Today</i>	Monthly	Announcements and resources	All
Chapter calls with First Tee Leadership	Quarterly	High-level strategic direction/insights	All

### III. Program and Operating Responsibilities

- a. **Service Area:** The Chapter will develop, conduct, sustain, and promote the First Tee Program and conduct marketing and fundraising activities within the boundaries of the Service Area as defined in the Agreement. If a chapter wants to request an expansion, reduction or other change to the Service Area, a process should be initiated by submitting a case to [networkrelations@thefirsttee.org](mailto:networkrelations@thefirsttee.org). Further, there will be consultation with the appropriate First Tee Director Chapter Relationships, approval by the Chapter Board of Directors, completion of an application by the Chapter and approval by First Tee. A change to a Chapter's Service Area is effective only after an amendment to the Agreement is signed by both the Chapter and First Tee.
- b. **Planning:** As key practices for leadership direction and organizational sustainability, the Chapter, in alignment with First Tee, will
  - i. Create Multi-Year Plans on a periodic basis with at least the following five components:
    1. Program Participation
    2. Program Delivery
    3. Financial Performance
    4. Network Involvement
    5. Board Governance;
  - ii. Submit to First Tee a Chapter Board-approved Annual plan with specific Chapter goals and objectives for the following calendar year in categories consistent with the Multi-Year Plan and Benchmarking;
  - iii. Use the plans to measure Chapter performance against its goals and objectives;
  - iv. Review and update the plans as needed on an annual basis.
- c. **Governance:** With respect to organizational governance, the Chapter shall establish and maintain the following:
  - i. **Diversity:** Chapter Board of Directors and officers will establish and continuously maintain Board composition that represents the diverse interests, needs and concerns of the constituency it serves and the underserved communities that are the future of the game of golf. Diversity embodies all the differences – life and work experiences, cultures, race, ethnicity, gender, age, socio-economic background and other relevant aspects – that make people unique and that maximize the creativity and resources to positively impact young people throughout the community. To confirm that elements of diversity have been met, a chapter board assessment matrix or profile may be used to assess the diversity of Board composition in the context of the Service Area.
  - ii. **Board Meetings and Responsibilities:** The Chapter Board of Directors:
    1. Will be comprised of at least 9 (and a recommend maximum of 25) active and engaged fiduciary directors that meet at least four times per year (six times per year is recommended); and
    2. Shall ensure adequate financial resources are raised and address matters of policy, strategic direction, organizational performance and community impact.

- iii. **Roles:** The Chapter shall prepare a clear written statement about the duties and responsibilities of officers and directors as well as a written job description for the executive director and other key personnel.
- iv. **Conflict of Interest:** The Chapter shall prepare a written conflict of interest policy which is reviewed periodically and signed annually by each officer and director. The policy should include a provision that no officers have any family or financial conflict of interest with the chapter organization. A non-majority of directors may have a conflict of interest if the Board consents and the director is not involved in self-interested Board decisions. The Chapter personnel (paid or volunteer) cannot also serve as an officer or director.
- v. **Annual Plan:** The Chapter shall prepare and the Board shall approve an Annual Plan as more specifically described in Section III.b. above to provide focus and direction as well as standards by which the Chapter can measure its performance against its goals and objectives.
- vi. **Oversight:** The Board of Directors will approve:
  - 1. regular reports throughout each year on the Annual Plan and accomplishments;
  - 2. regular financial reports to monitor budget compliance and fiscal health; and
  - 3. IRS Form 990 informational return (and/or other appropriate form) for the previous fiscal year before filing with the Internal Revenue Service (and/or other government agency).
- vii. **Board Contribution:** Each officer and director of the Chapter shall make an annual financial contribution to the Chapter consistent with their ability.
- viii. **Leadership Evaluation:**
  - 1. **Executive Director:** The Chapter's Board of Directors or committee shall annually evaluate the performance of the executive director based on position description and criteria previously agreed to by the Board and executive director.
  - 2. **Board of Directors:** The Chapter shall review annually its Board performance against the goals and objectives set forth in the Annual Plan with additional focus on
    - a. Board composition, recruitment, selection and orientation,
    - b. Leadership succession,
    - c. Strategic community alliances,
    - d. Proper governance, and
    - e. Respecting staff's responsibility for implementing the Board's budget and policy directives.
- ix. **Policies:** The Chapter's Board of Directors shall also establish risk management and child protection policies in compliance with the Safe Sport Act (U.S. chapters), other applicable laws in jurisdictions in which the Chapter operates, and Section VII of these Guidelines and Policies for Chapter personnel and volunteers. The Board shall review the Chapter's compliance annually.

- d. **Personnel:** In order to foster a consistent and sustainable Chapter organization, the Chapter will:
- i. Secure staff as necessary to fulfill major program and operating duties including those of an executive director, a program director, fundraising support, and coaches;
  - ii. Supplement the staff with qualified volunteers as necessary;
  - iii. Offer competitive wages and benefits to attract and retain the best qualified personnel who would make a career of First Tee; and
  - iv. Establish and implement annually a performance evaluation system for all personnel based on a position description and previously agreed upon criteria.
- e. **Financial:** As a self-sustaining chapter operation, the Chapter will:
- i. Keep, supervise and/or direct the keeping of, full, separate and adequate books of account for all Chapter operations, as well as records reflecting gross revenues and operating expenses of the Chapter, donor designation procedures for gifts and other revenues, and non-cash donations;
  - ii. Timely pay any operating expenses, taxes, assessments and charges relating to the Chapter, including obligations owed to First Tee or other chapters;
  - iii. Establish adequate internal controls in accordance with best practices and generally acceptable accounting principles suitable for the Chapter organization;
  - iv. Establish policies for investing surplus cash and building adequate Board reserves;
  - v. Track and report donor and gift information using a donor management software program;
  - vi. Refrain from engaging sponsors deemed inappropriate for kids by First Tee; and
  - vii. Deliver to First Tee within forty-five (45) days after the end of each calendar year, annual financial statements (audited, upon request), including:
    1. Statement of Financial Activities in the format provided by First Tee
    2. Balance Sheet
    3. Statement of Income and Expense showing the operational results of the Chapter during the preceding calendar year, and
    4. Budget for the coming calendar year.
- f. **Program Locations:** An essential way to maximize Chapter resources and expand the number of participants in the First Tee Program is for the Chapter to establish and manage relationships with existing golf facilities. A golf facility program location (each, a “Program Location” and collectively, the “Program Locations”) is a green grass golf facility (e.g., a 9 or 18 hole golf course, driving range or other golf complex) within the Service Area that allows the chapter to deliver the Life Skills Experience to young people and provides participants with access to the golf course and practice areas at no cost or a reasonable cost. The Chapter shall maintain a sufficient number of Program Locations throughout the Service Area, and maximize program utilization based on the capacity at each Program Location, to serve youth participants and impact the community consistent with its plans. The Chapter shall have at least one (1) coach available at each Program Location trained at the appropriate level to deliver the certifying programs being offered at the Program Location. Chapters seeking to add, remove, or change information regarding Program Locations must use the appropriate forms on the First Tee Chapter Intranet.

- i. **Use Agreements:** The Chapter is responsible for obtaining a written use agreement in compliance with these Guidelines and Policies with the owner or operator of each Program Location, which sets forth access and use rights, program delivery personnel, brand licensing, financial terms, insurance and other considerations for the Chapter to deliver the First Tee Program including the Life Skills Experience at each Program Location. As a condition of the Agreement, the Chapter will maintain at least one golf facility use agreement (a “Use Agreement”) that complies with the Minimum Access Guidelines as defined below. At all times during the Term, the Chapter will maintain in full force and effect the Use Agreement or will secure another use agreement that complies with the then-current Minimum Access Guidelines. The Chapter will provide First Tee a copy of the Use Agreement at any time upon First Tee’s request. At any time a Use Agreement provided to First Tee is amended and/or replaced, the Chapter will promptly provide an updated copy of such agreement to First Tee.
  
- ii. **Minimum Access Guidelines:** The Chapter shall provide access to golf for young people who are registered participants in the First Tee Life Skills Experience at one or more Program Locations. This will include on-site instruction and dedicated access to the driving range, short game and practice areas, with demonstrated capacity for First Tee participants to gain access to the golf facility at convenient times and for First Tee’s use to be fully integrated into the rhythm of play of other patrons at the facility. Specifically, the Chapter will provide the following as part of the First Tee Program at each Program Location:
  - 1. The Chapter shall provide junior programming at the facility, which shall include affordable group instruction on the driving range and in a classroom setting. Classes shall include those which allow participants to progress through the levels included in the First Tee Program with appropriately trained coaches. The Chapter shall also provide for each registered First Tee participant appropriate course access during the golf season at the facility or, alternatively, may provide such access at the facility and/or at a Program Location at no cost or at low or discounted rates. Use of the driving range, short game and practice areas of the facility shall also be provided at rates affordable to the participants.
  - 2. Further, the Chapter shall provide additional course access at the facility and/or at another Program Location during the program period in which the participant is seeking First Tee Certification.
  - 3. In no event shall the Chapter deny access to the First Tee Life Skills Experience because of a participant’s inability to pay. The Chapter will secure adequate sponsorship funds to provide the required no-cost access to participants.
  
- g. **Network Involvement:** With respect to the First Tee chapter network, the Chapter will:
  - i. Be part of the network of all chapters of First Tee and be eligible for the support listed in Section II;

- ii. Participate in adult training and educational opportunities, including eLearning, as offered by First Tee and third-party consultants as needed for key personnel, officers and directors;
  - iii. Arrange for eligible participants to apply for national participant opportunities offered by First Tee and/or regional events offered by one or more chapters;
  - iv. Attend chapter network meetings involving First Tee headquarters and/or multiple chapters that provide updated communications, education and networking opportunities among chapters;
  - v. Cooperate with First Tee to further the purpose, mission, and objectives of First Tee; and
  - vi. Cooperate with other licensed chapters to promote First Tee, including participation on a statewide or other multi-chapter coordinating committee if established, and to conduct fundraising and other relationships in a manner that supports the business, image and reputation of First Tee and does not adversely affect other chapters.
- h. **General Duties of the Chapter:** In accordance with the Agreement, the Chapter shall also:
- i. Submit and maintain the Chapter's corporation documents, including articles of incorporation, bylaws and conflicts of interest policies, state and federal tax exemption determinations and the names and qualifications of its officers and directors;
  - ii. Ensure that the Chapter's corporate or legal entity name as registered with the applicable government does not include at any time "First Tee" and provide notice to First Tee for approval any change to the entity name (this provision does not restrict the ability of the Chapter to do business as, or register a trade name under, the name associated with the Secondary FT Marks, as defined in Section V. a. below, which include "First Tee");
  - iii. Comply with any applicable law, ordinance, rule, regulation, order or other legal or governmental requirement with respect to the Program Locations, or other Chapter operations, as the same may be amended from time to time, including, but not limited to, federal and state labor, charitable solicitation and tax laws, workers' compensation, environmental, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related matters, and for U.S. chapters, OSHA, ADA, and Safe Sport Act;
  - iv. Advise First Tee promptly in writing of any substantial property damage to a Program Location, any bodily injuries sustained by any person participating in Chapter activities, service upon or receipt by the Chapter of any summons, subpoena or other similar legal document, including notices, letters, communications or claims of any actual or alleged defaults by, claims or actions against, or potential liabilities of or relating to the Chapter, any Program Location and/or First Tee Program;
  - v. Timely apply for and obtain and/or renew any approvals, licenses, permits, consents, authorizations, certificates or similar documents or actions required in connection with Chapter activities;

- vi. Hire, discharge, supervise, and carefully monitor the work of the personnel employed by, and all agents, contractors, subcontractors or volunteers performing services of, the Chapter, provided that the Chapter shall only engage qualified, competent and experienced personnel and volunteers (exercising an increased level of care at all stages, recognizing that the participants are young people);
- vii. Provide effective safety and security programs in compliance with applicable laws including, but not limited to, the Safe Sport Act (for U.S. chapters) and with the Chapter Guidelines and Policies;
- viii. Use the First Tee data management software (currently Salesforce) to:
  1. Maintain a minimum of two licensed users who complete training and manage data in the platform. Payment in full for licensed users will be timely remitted to First Tee HQ annually as part of the Annual Technology Services fee.
  2. Report and keep full, separate, accurate and adequate records of Chapter participants, other contacts, and activities;
  3. Track program participants through all delivery channels including registration activities captured through the portal when applicable;
  4. Develop and manage accounts and opportunities such as Program Locations and Community Partnerships;
  5. Develop and manage contacts and leads such as staff, board, coaches and volunteers;
  6. Utilize other HQ integrated systems such as the payment processor for transactions through the registration portal (currently Stripe for U.S. chapters);
  7. Leverage HQ recommended reports and dashboards to share program participation information with constituents;
  8. Manage inquiries and cases through the system in a timely manner.
- ix. Prepare and submit periodic reports as reasonably requested by First Tee on the number and type of program participants and other data needed by First Tee to describe and promote First Tee on a national and global level.

#### **IV. Program Measurement - Benchmarking:**

First Tee will evaluate the operating history and practices of chapters to promote consistently exceptional performance across the Chapter network. As part of its obligations under the Agreement, the Chapter will comply with the measured components of chapter operations of the performance measurement system in place applicable to all chapters, which is currently called “Benchmarking,” which is subject to annual adjustment as deemed appropriate solely by First Tee, and which is attached hereto as Exhibit B . The Chapter will endeavor to improve performance measurements on an annual basis as it seeks to be an exceptional organization within the chapter network.

## V. Brand Guidelines:

First Tee and its chapters have worked together to foster a positive brand image for First Tee by maintaining a consistent look and identity in all communications. The Chapter will comply with the standards included in the First Tee Brand Guidelines attached hereto as Exhibit C and which is subject to annual adjustment as deemed appropriate solely by First Tee. Additionally, the Chapter will comply with the following Quality Standards and Co-Branding policies.

- a. **Quality Standards:** The Chapter acknowledges and agrees that the manner in which it uses one or more marks incorporating First Tee marks and/or logos into a new logo or name specific to the Chapter (“Secondary FT Marks”) could have a significant effect on First Tee’s quality image. Therefore, the Chapter agrees that it will use the Secondary FT Marks only in such ways as are consistent with the standards set by First Tee for all First Tee Programs conducted by licensees of First Tee or by First Tee itself, in each case as determined in First Tee’s discretion (“Quality Standard”). In the event First Tee, in its discretion, is of the opinion that the Chapter’s use of the Secondary FT Marks fails to meet the Quality Standard, First Tee shall provide the Chapter with written notice of any specific deviation from the Quality Standard, and the Chapter shall promptly make corrections same in such a manner as to bring the use of such Secondary FT Marks into compliance with the Quality Standard. Anything herein to the contrary notwithstanding, First Tee shall exercise its control over the use of the Secondary FT Marks provided for in this paragraph in a commercially reasonable manner and shall not interfere with internal management decisions of the Chapter with respect to use of the Secondary FT Marks except to the extent necessary to ensure compliance with the Quality Standard.
- b. **Co-Branding:** The Chapter may co-brand using its organizational or entity name together with the Secondary FT Marks by aligning the marks adjacent to each other with respect to applicable clear space requirements, but not by combining or co-mingling the names or logos in any manner. It is also acceptable co-branding to express the license and program relationship as, for example, “First Tee of [\_\_\_\_\_], a program of [\_\_\_\_\_]”. Notwithstanding the foregoing, the Chapter shall make the Secondary FT Marks prominent in co-branding situations.

## VI. Communications:

- a. **Promotion:** The Chapter will promote and create awareness of the Chapter and First Tee Program through all reasonable methods, including:
  - i. Use of the domain name owned by First Tee that incorporates the Secondary FT Marks to identify the Chapter and all of its communications;
  - ii. Maintain a dedicated Chapter website as part of the web-based communications system that links First Tee headquarters and all chapters; and
  - iii. Use of other relevant media and social media relationships.

- b. **Website:** The Chapter agrees to:
  - i. Enter into a separate website services agreement with First Tee’s website administrator (currently Blackbaud) and maintain and update the Chapter website with current and accurate information at its expense,
  - ii. Include the current Privacy Policy for First Tee Chapters on the website, and
  - iii. Utilize the web-based communications system as an integral part of its marketing and program development efforts.
  
- c. **Data Management:** The Chapter agrees to use the First Tee data management software (currently Salesforce), maintain it with current and accurate information, and timely pay the Chapter’s share of allocated network expenses including those incorporated in the Annual Technology Services fee. More details on Chapter duties regarding data management are described in Section III.h.viii above.
  
- d. **Privacy Policy:** First Tee is committed to protecting and respecting the personal privacy of its participants, coaches and others engaged with its programs. Lists of names, addresses, or other personal information of those currently registered as participants or leaders of First Tee or chapter programs or financial supporters of First Tee and its chapters are confidential and must not be used for commercial purposes. This provision does not prohibit First Tee from using alumni, affiliate or affinity group information to communicate membership benefits to members thereof in accordance with applicable guidelines or policies. Whenever the Chapter acquires any personal information of children or adults, the Chapter shall comply with the Privacy Policy for First Tee Chapters as found at TheFirstTee.org.

## **VII. Risk Management:**

- a. **Risk Management and Child Protection:** The Chapter acknowledges and agrees that risk management with an emphasis on child protection is one way the Chapter shall demonstrate its commitment to the goal of youth development and the mutual protection of brand value. Effective risk management requires the application of judgment, accepting responsibility, being honest about risks when working with children, and demonstrating respect to participants, volunteers and personnel by identifying and controlling threats to their safety and well-being. The Chapter agrees to establish and follow prudent and customary risk management practices in conducting the First Tee Program, including without limitation those activities with mentoring, transportation and overnight components, and to communicate promptly and freely among Chapter personnel and Board members about risk management matters. In particular, the Chapter will focus on the following: (i) safety practices and procedures specific to golf activities; (ii) child protection strategies such as proper screening, training and supervision of all persons under the Chapter’s responsibility who interact directly with youth participants; (iii) demonstrating and expecting others to demonstrate behavior consistent with First Tee Nine Core Values, First Tee Nine Healthy Habits and First Tee Code of Conduct, including appropriate use of social media, use of constructive discipline with young people without hazing or corporal punishment, respecting the privacy and confidentiality of others, and adhering to proper abuse and injury reporting requirements as provided by law; (iv) with respect to transportation, using vehicles and operators that comply

with appropriate safety and supervisory procedures, are adequately licensed and insured for loss to persons and property, and using operators experienced with specific program transportation needs; and (v) other risk management and child protection procedures and practices deemed appropriate by the Chapter in the circumstances. In the event of a conflict between these Guidelines and Policies or the Agreement and the First Tee Safe Sport Policy, the First Tee Safe Sport Policy shall apply for U.S. chapters.

- b. **Safe Sport Policy:** Notwithstanding anything above to the contrary, the Chapter, if under the jurisdiction of the U.S., will utilize and comply with the First Tee Safe Sport Policy attached hereto as Exhibit D. The Chapter agrees to use First Tee’s network providers for all background checks, education and training. First Tee may amend, modify and update this Safe Sport Policy at any time in its sole discretion and the Chapter will comply with this policy upon reasonable notice from First Tee.

### **VIII. International Chapters:**

Chapters operating outside of the United States (“International Chapters”) must comply with these Guidelines and Policies to the extent permitted by the laws and regulations of the jurisdictions in which they operate. Specific guidelines and policies may be established by First Tee as it deems appropriate for each International Chapter to address legal, regulatory or other issues limiting or restricting an International Chapter’s ability to comply with any elements of these Guidelines and Policies.

## **IX. Insurance Minimum Requirements:**

During the Term, and in accordance with the terms and conditions contained in Article VIII of the Agreement, the Chapter shall maintain the following insurance policies:

- a. **Commercial General Liability** insurance with required minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate to cover bodily injury and property damage. Such policy shall also provide coverage for products and completed operations, damage to premises rented, personal and advertising injury, abuse & molestation, participant legal liability, and medical expense coverage;
- b. **Auto Liability** of not less than One Million Dollars (\$1,000,000) combined single limit covering liability arising out of Chapter's operation of any automobile including owned, hired and non-owned automobiles;
- c. **Workers' Compensation** insurance for the Chapter's employees in compliance with the appropriate federal and state laws and Employer's Liability with limits of not less than Five Hundred Thousand Dollars (\$500,000) per accident or disease in the jurisdiction of Chapter's operation;
- d. **Umbrella/Excess** insurance of Four Million Dollars (\$4,000,000) per occurrence and in the aggregate;
- e. **Property Insurance** against loss or damage on an "All Risk" and replacement cost basis covering the Chapter's property and property of others in the Chapter's care, custody, and control at the Program Locations and elsewhere in such amounts as are customary for a prudent owner or operator of like properties;
- f. **Cyber Liability** insurance with limits not less than One Million Dollars (\$1,000,000) in the aggregate. Such insurance shall provide coverage for liability associated with the Chapter's services involving a data breach and shall include coverage for expenses such as notification costs, forensic investigations, legal fees, fines and penalties;
- g. **Accident Medical Coverage** for youth and adults participating in the Chapter's programs not less than Twenty-Five Thousand (\$25,000); and
- h. **Directors & Officers/Employment Practices Liability** coverages or similar package with limits not less than One Million Dollars (\$1,000,000).

Each policy of insurance shall be in a form and amount reasonably acceptable to First Tee and, when applicable, may be adjusted to meet local insurance industry standards. The World Golf Foundation, Inc., PGA TOUR First Tee Foundation, Inc., and PGA TOUR, Inc. shall be named as additional insureds on all liability policies (items (a), (b), (d), and (f) above) and such insurance shall be primary and non-contributory to any other insurance available to the additional insureds. The Chapter shall provide First Tee with a certificate of insurance annually evidencing the coverage required pursuant to the Agreement.

**Exhibit A  
Certification Requirements**

<b>THE FIRST TEE CERTIFICATION REQUIREMENTS QUICK GLANCE</b>					
<b>5 GENERAL REQUIREMENTS</b>	<b>PLAYER LEVEL</b>	<b>5 GENERAL REQUIREMENTS</b>	<b>PAR LEVEL</b>	<b>BIRDIE LEVEL</b>	<b>EAGLE LEVEL</b>
1. Core lesson exposure	Core Lessons 1-9	1. Core lesson exposure	Core Lessons 10-15	Core Lessons 16-21	Core Lessons 22-27
2. Play	<ul style="list-style-type: none"> <li>One 9-hole round</li> <li>- Fast/safe/courteous</li> <li>- Recorded score accurately (Honesty)</li> <li>- No required score or yardage</li> </ul>	2. Golf Skills Application	<ul style="list-style-type: none"> <li>One 9-hole round</li> <li>- Fast/safe/courteous</li> <li>- Score = 72 and under</li> <li>- Required distance = 1,500-1,900 yards</li> </ul>	<ul style="list-style-type: none"> <li>Five 9-hole rounds</li> <li>- Fast/safe/courteous</li> <li>- Score = 63 and under</li> <li>- Required distance = 1,900-2,500 yards</li> </ul>	<ul style="list-style-type: none"> <li>Ten 18-hole rounds</li> <li>- Fast/safe/courteous</li> <li>- Score = 108 and under</li> <li>- Required distance = 5,000-6,000 yards</li> </ul>
• Putting	<ul style="list-style-type: none"> <li>9 holes</li> <li>- Fast/safe/courteous</li> <li>- Recorded score accurately (Honesty)</li> <li>- No required score</li> </ul>	• Putting	<ul style="list-style-type: none"> <li>9 holes</li> <li>Maximum of 27</li> </ul>	<ul style="list-style-type: none"> <li>9 holes</li> <li>Maximum of 23</li> </ul>	<ul style="list-style-type: none"> <li>9 holes</li> <li>Maximum of 18</li> </ul>
• Short Game		• Short Game	<ul style="list-style-type: none"> <li>3 holes</li> <li>Maximum of 12</li> </ul>	<ul style="list-style-type: none"> <li>6 holes</li> <li>Maximum of 21</li> </ul>	<ul style="list-style-type: none"> <li>9 holes</li> <li>Maximum of 27</li> </ul>
• Full-swing (greens)		• Full-swing (greens)		<ul style="list-style-type: none"> <li>3 out of 6</li> <li>Required distance = 55 to 75 yards to middle of green</li> </ul>	<ul style="list-style-type: none"> <li>3 out of 6</li> <li>Required distance = 80 to 100 yards to middle of green</li> </ul>
• Full-swing (fairways)		• Full-swing (fairways)			<ul style="list-style-type: none"> <li>3 out of 6</li> <li>Required distance = 160 to 190 yards to a fairway 40-45 yards wide</li> </ul>
3. Learn	Correctly answered 10-12 written (or verbal) questions	3. Life Skills Knowledge	Correctly answered 15-18 written (or verbal) questions	Correctly answered 20-24 written (or verbal) questions	Correctly answered 25-30 written (or verbal) questions
4. Appreciate	Correctly answered 8-10 written (or verbal) questions	4. Golf Knowledge	Correctly answered 12-15 written (or verbal) questions	Correctly answered 16-20 written (or verbal) questions	Correctly answered 20-25 written (or verbal) questions
5. Your Game <i>Measured by observable behaviors associated with the Code of Conduct and reflective of the Nine Core Values and Nine Healthy Habits</i>	<i>Bag tag checklist</i> 1. Showing Respect 2. Courtesy Toward Others 3. Responsibility for the Course 4. The Honesty of PLAYERS 5. Modeling Sportsmanship 6. Developing Confidence 7. Using Good Judgment 8. Playing with Perseverance 9. Living with Integrity + physical healthy habits of energy, play and safety	5. Life Skills Application <i>Measured by observable behaviors associated with The First Tee life skill categories, specific life skill strategies and Nine Healthy Habits</i>	<i>Bag tag checklist</i> 10. GAME 11. Respect 12. Meeting and Greeting with A-L-R 13. Three Tips for Having Fun 14. 4Rs 15. Personal Par + physical healthy habits of energy, play and safety	<i>Bag tag checklist</i> 16. Dreams and Goals 17. Important and Positive Goal 18. Specific and Under Your Control 19. Different Types of Goals 20. Goal Ladder 21. STAR + physical healthy habits of energy, play and safety	<i>Bag tag checklist</i> 22. Wellness 23. Go-to Team 24. Appreciating Diversity 25. CARE 26. Go-to Person 27. Planning for the Future + physical healthy habits of energy, play and safety

## **Exhibit B**

### **First Tee Benchmarking**

First Tee Benchmarking is a new measurement tool aimed at strengthening the performance of chapters and will be implemented in the chapter network in 2020. Benchmarking is a widely accepted and effective method of setting and comparing businesses processes and performance metrics in order to achieve best practices. Stated another way, Benchmarking identifies areas of organizational importance, measures progress or engagement, and sets in motion the process of bringing about change that will lead to greater impact through improved performance.

The First Tee Benchmarking Tool will focus on five categories:

1. Program Participation
2. Program Delivery
3. Financial Performance
4. Network Involvement
5. Board Governance

The primary objectives of First Tee Benchmarking are that:

1. Chapters improve their Governance processes and, as a result, their ability to raise revenue through Fundraising to serve more young people via the First Tee delivery channels.
2. Chapters plan better and improve the planning process to focus on specific priorities most important to mission-critical success.
3. Chapters and Headquarters dialogue and support each other at a high level of efficiency and effectiveness.
4. Chapters begin to link together through peer-to-peer collaboration.

**Exhibit C**  
**Brand Guidelines**

**Please go to:** [https://internal.thefirsttee.org/wp-content/uploads/sites/2/2019/07/2\\_The-First-Tee\\_brand-guidelines\\_Chapter\\_EDITED-2019.pdf](https://internal.thefirsttee.org/wp-content/uploads/sites/2/2019/07/2_The-First-Tee_brand-guidelines_Chapter_EDITED-2019.pdf)

**Exhibit D**  
**FIRST TEE SAFE SPORT POLICY**  
*(November, 2019)*

First Tee and its chapters are committed to creating and maintaining a safe and welcoming environment for amateur athletes, children, and all participants affiliated with the organization. As recent events have shown, sport can be a high-risk environment for misconduct, including, but not limited to, child physical and sexual abuse. First Tee adamantly opposes all forms of abuse. As such, it is imperative that all persons involved with First Tee actively participate in the protection of youths. To that end, First Tee is committed to fully complying with all elements of The Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 (the “**Act**”), which was enacted to curtail and prevent abuse found at various youth sports organizations by elevating the standard of care by which sports organizations must act.

As part of its compliance efforts associated with the Act, effective immediately, First Tee hereby adopts the following Safe Sport Policy for itself and all chapters.

**DEFINITIONS**

1. “**Center**” means the U.S. Center for SafeSport.
2. “**Child Abuse**” means physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.
3. “**Grooming**” means using a combination of attention, affection and gifts, through which offenders win the victim’s trust (and the trust of the victim’s parent or guardian where the victim is a minor), manipulate the victim into sexual activity, and keep the victim from disclosing abuse.
4. “**Misconduct**” includes, but is not limited to, the following:
  - a. Child Abuse
  - b. Bullying\*
  - c. Grooming
  - d. Hazing\*
  - e. Harassment (including sexual harassment) \*
  - f. Emotional misconduct\*
  - g. Physical misconduct\*
  - h. Sexual Misconduct
  - i. Romantic or sexual relationships, which began during the sport relationship between athletes or other participants and those individuals that (i) have direct supervisory or evaluative control; or (ii) are in a position of power and trust over the athlete or other participant.
  - j. Any other negligent treatment of a child identified by First Tee and/or the Center.

*\*As defined in the SafeSport Code for the U,S, Olympic and Paralympic Movements administered by the Center.*
5. “**Covered Individual**” means an adult who is authorized by First Tee or its chapters to have regular contact and/or interactions with a minor or amateur athlete at an amateur sports organization facility or at any event sanctioned by First Tee, including, without limitation, trainers, coaches, instructors, caddies, employees, volunteers, mentors, board members and staff of the chapter (including full-time and part-

time employees, independent contractors, and, if the chapter operates the facility where programs occur, golf facility staff).

6. **“Sexual Misconduct”** means both physical or verbal abuse, including, without limitation, genital contact whether or not either party is clothed; fondling of a participant’s breast or buttocks; sexual penetration; sexual assault, exchange of a reward in sport for sexual favors; lingering or repeated embrace that goes beyond acceptable physical touch; tickling, wrestling, or massage; continued physical contact that makes a participant uncomfortable; making sexually oriented comments, jokes and innuendo; discussing his or her sex life with participant; asking about a participant’s sex life; requesting or sending a nude or partial dress photo; exposing participants to pornographic material; voyeurism; and sexting with a participant.

### **MANDATORY REPORTING**

Any Covered Individual, volunteer, parent, or person who suspects an incident of Misconduct may have occurred, is required to report such incident to the appropriate law enforcement agencies and First Tee within a 24-hour period of learning of the facts that give rise to the suspicion. First Tee takes every suspicion or allegation of abuse seriously and First Tee will cooperate fully with authorities. Failure to make a required report may subject one to criminal penalties and/or expulsion from First Tee. A person will not be held liable by First Tee if they make a report in good faith, including in situations where the reported incident is determined not to be Misconduct.

ALL PARTICIPANTS, VOLUNTEERS, AND PARENTS ARE REQUIRED TO ADHERE TO THE FOLLOWING OBLIGATIONS:

#### **A. To Whom It Must Be Reported**

1. Appropriate law enforcement authorities (mandatory under Federal and State law); and
2. The First Tee.

#### **B. How to Report**

1. Immediately contact Local Law Enforcement (call local number)
2. Call local Child Protective Services branch within 24 hours
3. First Tee – Incident Report Form to [safety@thefirsttee.org](mailto:safety@thefirsttee.org) (see Exhibit A)

#### **C. What to Report**

1. The name(s)/contact information of the person reporting (“**Reporting Individual**”) (not mandatory – see below);
2. The type of Misconduct alleged;
3. The name(s) of the individual(s) alleged to have committed the Misconduct;
4. The approximate dates the Misconduct was committed;
5. The names of other individuals who might have information regarding the alleged Misconduct; and
6. A summary statement of the reasons to believe that Misconduct has occurred.

Reporting Individuals are not required to provide their name and contact information on the First Tee Safe Sport Incident Report Form but are strongly encouraged to do so. Providing this information helps the investigators to follow up on any reports and obtain any additional information. Reporting Individuals should provide as much of the information identified above as known to them to the best of their knowledge.

#### **D. Confidentiality**

1. To the extent permitted by law, and to the extent possible to appropriately investigate a complaint, First Tee will keep confidential the name(s) of:
  - a. The Reporting Individual(s);
  - b. The potential victim(s);
  - c. The accused perpetrator(s);
  - d. The individual(s) who alerted the Reporting Individual or reported the abuse to the authorities.
  
2. All suspicions of child physical or sexual abuse reported to First Tee will be reported to the appropriate law enforcement authorities. First Tee will withhold the Reporting Individual's name on request, to the extent permitted by law. Reporting to a supervisor, coworker, agent, or First Tee is not a substitute for the requirement to report to local law enforcement.
  
3. Anonymous Reporting: First Tee recognizes individuals may be reluctant to report an allegation of Misconduct and strives to remove as many barriers to reporting as possible. As such, anonymous reports may be made:
  - a. By completing the Incident Report Form without including the Reporting Individual;
  - b. By completing the Incident Report Form without including the names of the potential victims;
  - c. By expressing concerns verbally to a First Tee Headquarters personnel; or
  - d. Through email to [safety@thefirsttee.org](mailto:safety@thefirsttee.org).

#### **PREVENTION POLICIES**

All First Tee Covered Individuals, including, without limitation, trainers, coaches, instructors, caddies, employees, volunteers, mentors, board members and staff of the Chapter (including full-time and part-time employees, independent contractors, and, if the Chapter operates the facility where programs occur, golf facility staff), are required to comply with the following policies. The following policies are intended to be additive to and supplement the First Tee Chapter Guidelines and Policies.

1. All forms of Misconduct are prohibited.
2. All Covered Individuals must complete First Tee approved background checks. Background checks shall be conducted and considered prior to authorization, approval or appointment of a Covered Individual and repeated once every two (2) years thereafter. The extent of the background checks conducted by First Tee shall be commiserate with the position being considered.
3. All Covered Individuals shall regularly participate in First Tee and chapter approved Misconduct education and training modules.

4. One-On-One Interactions:
  - a) Unrelated adults shall only be permitted in the presence of minors when at least two (2) adults are present. First Tee and its chapters shall take all reasonable precautions to restrict one-on-one contact interactions between minor athletes and unrelated adults. If one-on-one interactions are unavoidable or must occur, such interactions must be in an observable and interruptible distance from another Covered Individual. If unavoidable one-on-one interactions take place in an office or room, the office or room must remain unlocked and open. If available, it will occur in an office/room that (if available) has windows, with the windows, blinds, and/or curtains remaining open during the meeting.
5. Massage and Rubdowns/Athletic Training Modality:
  - a) No form of massage, rub down, or athletic training modality shall be performed by a Covered Individual or at a First Tee event.
6. Electronic Communication:
  - a) All electronic communications (e.g., text messages, emails, social network messaging, etc.) between unrelated adults and minor athletes must include a third-party adult.
7. Travel:
  - a) Covered Individuals who are not also acting as a legal guardian, shall not ride in a vehicle alone with an unrelated minor athlete, absent emergency circumstances, and must have at least two minor athletes or another adult at all times.
  - b) When only one Covered Individual and one minor athlete travel to a competition, the minor athlete must have his/her legal guardian's written permission in advance and for each competition to travel alone with said Covered Individual.
  - c) First Tee and its chapters shall take reasonable precautions to monitor sleeping arrangements of minors; provided, however, in connection with any overnight travel, adults are prohibited from spending the night in the same room as an unrelated minor participant.
8. Locker Rooms and Changing Areas:
  - a) Except for athletes on the same team, at no time are unrelated Covered Individuals permitted to be alone with a minor athlete in a locker room or changing area when at a facility under First Tee partial or full jurisdiction, except under emergency circumstances.
9. No form of retaliation shall be permitted against any individual that reports Misconduct or any individual affiliated with First Tee.

Failure to abide by these Prevention Policies and comply with the training and background check requirements may result in disciplinary action including, without limitation, termination of the relationship between Covered Individual and First Tee.

## **EDUCATION AND TRAINING**

To educate Covered Individuals and relevant individuals on Misconduct, the requirements of the Act, and First Tee's Safe Sport Policy, all Covered Individuals must participate in First Tee's education and training program before they shall be permitted contact with athletes. In addition, to ensure compliance as an ongoing concern, all Covered Individuals shall be retrained annually. First Tee shall regularly monitor and verify the successful completion of education and training programs of the relevant individuals.

**Exhibit E**  
**SAFE SPORT INCIDENT REPORT FORM**

*(Please submit report form to [safety@thefirsttee.org](mailto:safety@thefirsttee.org))*

**Name/Contact Information of Reporting Individual (not required – form may be submitted anonymously):** \_\_\_\_\_

**Name of Chapter:**      **First Tee of** \_\_\_\_\_

**Type of Misconduct Alleged (please circle all that apply):**

Child Abuse      Bullying      Hazing      Harassment      Sexual Harassment

Emotional Misconduct      Physical Misconduct      Sexual Misconduct

Other Misconduct:

**Name(s) of the individual(s) alleged to have committed the misconduct:**

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**Approximate dates and location the misconduct was committed:**

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**Names and contact information (if known) of other individuals who might have information regarding the alleged misconduct:**

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## **MISSION**

**To impact the lives of young people by providing educational programs that build character, instill life-enhancing values and promote healthy choices through the game of golf.**



**World Golf Village  
425 South Legacy Trail | St. Augustine, Florida | 32092  
904.940.4300 | [thefirsttee.org](http://thefirsttee.org)**

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