



SASKATCHEWAN WHEELCHAIR SPORTS ASSOCIATION

OPERATIONAL POLICIES & PROCEDURES

March 20, 2021

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INTRODUCTION

Purpose of this Manual

The purpose of this Operational Policies and Procedures Manual is to provide the structure and guidance necessary to ensure clarity and consistency in the application of the operational rules and processes of the Saskatchewan Wheelchair Sports Association (hereafter referred to as 'SWSA'). The Board of SWSA retains the responsibility to interpret and apply the policies and procedures and to make decisions relating to matters not otherwise covered by legislation or policy.

About SWSA

SWSA is an amateur sport governing body incorporated in 1977 under the *Non-profit Corporations Act of Saskatchewan*. Core to the work of SWSA is the dedication of its Board, staff, and volunteers. The Vision, Mission, and Core Values of SWSA guides all work and decisions.

Vision

SWSA is a leading Association for inspiring individuals to achieve personal excellence through wheelchair sports.

Mission

Through leadership and awareness, SWSA provides exceptional wheelchair sports programs and services that promote active living and the pursuit of excellence.

Core Values

Excellence – Fun – Inclusion – Ethical Conduct – Community

We are a community that works together to:

- Provide a fun environment for participation
- Achieve excellence from our organization to support outcomes (achievements)
- Value Diversity in all different aspects
- Uphold high ethical standards

Association Bylaws

The Bylaws of SWSA directs its Governance. The Board maintains the responsibility to ensure the Bylaws are reviewed annually, and that any necessary revisions are presented accordingly at the Annual General Meeting.

Strategic Plan

The Board, in conjunction with SWSA staff, prepares a Strategic Plan every quadrennial. The Plan establishes the strategies, outcomes, and tasks relative to core SWSA priorities within four major performance pillars:

- Participation

- Organizational Capacity
- Pursuit of Excellence
- Financial Stability

Organizational Structure

The Board of SWSA maintains the authority to govern the Association, and to hire an Executive Director to execute the business needs of the Association.

SWSA LTAD

SWSA endorses the Canadian Sport for Life (CS4L) Long Term Athlete Development (LTAD) framework. Additionally, SWSA's collaborative partners in sport will have LTAD frameworks within their respective organizations.

Collaborative Partners in Sport

SWSA collaborates with a number of National Sport Organizations (NSO) and Provincial Sport Organizations (PSO) that are partners in the support and delivery of programs and services for SWSA members. Because of this unique relationship, members and participants in SWSA programs and events need to ensure they also respect the rules, policies, and procedures of organizations, which may be part of, supported activities. These include:

- Athletics Canada
- Wheelchair Rugby Canada
- Tennis Canada
- Wheelchair Basketball Canada
- Other Provincial & National Sport Organizations as required

1.0 GENERAL OPERATIONAL POLICIES

1.1 ADVERTISING, LOGO, COPYRIGHT

The SWSA logo remains within the sole authority and responsibility of the Board of Directors / Executive Director. Any material, artwork, manuals, or documents prepared by SWSA (Board, staff, volunteers, committees) are also under SWSA copyright. Materials may not be reprinted, distributed or sold (electronically or otherwise), without the express written permission of SWSA. Should any Member wish to use the SWSA logo, or gain access to material for distribution purposes, they are invited to provide a written request to the Executive Director outlining details of their request.

1.2 ALTERNATE DISPUTE RESOLUTION

1.2.1 Definitions

The following terms have these meanings in this Policy:

- a) "Association" – Saskatchewan Wheelchair Sports Association
- b) "In writing"- A letter, fax or email sent directly to the Association

1.2.2 Purpose

- a) The Association supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes.
- b) The Association encourages all individuals and parties to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. The Association believes that negotiated settlements are usually preferable to outcomes resolved through other dispute resolution techniques.

1.2.3 Application of this Policy

This Policy applies to all disputes within the Association when all parties to the dispute agree that such a course of action would be mutually beneficial.

1.2.4 Facilitation and Mediation

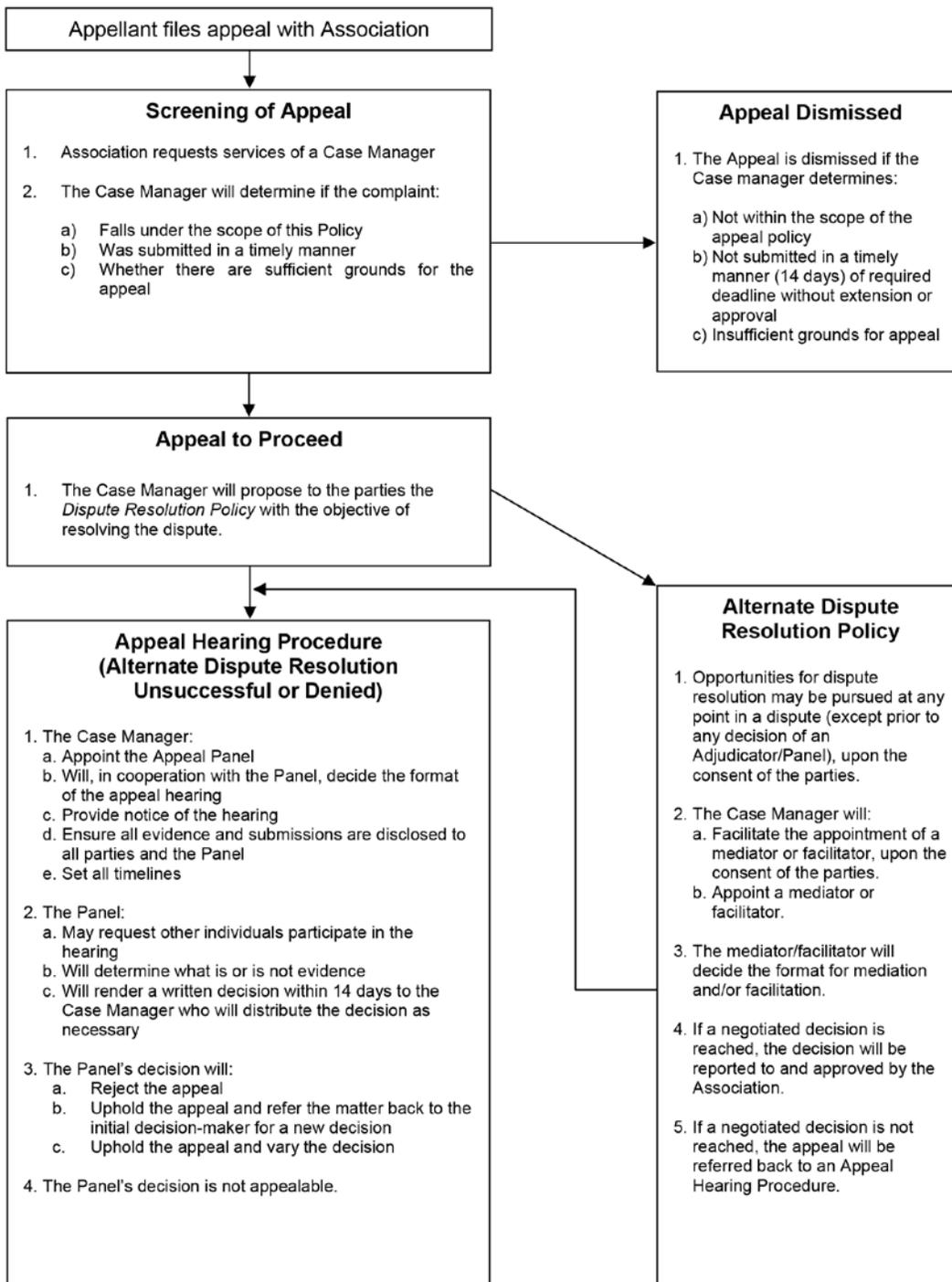
- a) If all parties to a dispute agree to Alternate Dispute Resolution, a mediator or facilitator shall be appointed by the Association and/or the Case Manager to mediate or facilitate the dispute.
- b) The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated.
- c) The final decision will be communicated by the mediator or facilitator to the parties and the Association.
- d) Should a negotiated decision be reached, the decision shall be reported to, and approved by the Association.
- e) Should a negotiated decision not be reached by the deadline specified by the mediator or facilitator, or if the parties to the dispute do not agree to Alternate Dispute Resolution, the dispute shall be considered under the appropriate section of Association's Discipline and Complaints Policy or Appeal Policy.
- f) The costs of mediation and facilitation will be shared equally by the parties or paid by the Association upon the Association's sole discretion.

1.2.5 Final and Binding

- a) Any negotiated decision will be binding on the parties. Negotiated decisions may not be appealed.
- b) No action or legal proceeding will be commenced against Association or its Individuals in respect of a dispute, unless the Association has refused or failed to provide or abide by its governing documents.

1.3 APPEAL POLICY

Appeal Policy Flowchart



1.3.1 Definitions

The following terms have these meanings in this Policy:

- a) "Appellant" – The Party appealing a decision
- b) "Appeals Panel" – A single person, or in extraordinary circumstances and at the discretion of the Case Manager, three persons, who will hear and decide the appeal.
- c) "Association" – Saskatchewan Wheelchair Sports Association
- d) "Case Manager" – An individual appointed by the Association, who need not be a member or affiliated with the Association, to administer this Appeal Policy. The Case Manager will comply with the position description described in Appendix "A".
- e) "Days" – Days including weekend and holidays
- f) "In writing" - A letter, fax or email sent directly to the Association.
- g) "Individuals" – All categories of membership defined in the Association's Bylaws, including clubs, teams as well as, all individuals engaged in activities with the Association including, but not limited to, athletes, coaches, referees, officials, volunteers, managers, administrators, committee members, and directors and officers of the Association
- h) "Respondent" – The body whose decision is being appealed

1.3.2 Purpose

The Association provides Individuals with this Appeal Policy to appeal certain decisions made by the Association.

1.3.3 Scope and Application of this Policy

- a) Any Individual who is directly affected by an Association decision will have the right to appeal that decision; provided the appeal falls within the jurisdiction of this Policy and there are sufficient grounds for the appeal under the 'Grounds for Appeal' section of this Policy.
- b) This Policy will not apply to decisions relating to:
 - i. Employment
 - ii. Infractions for doping offenses
 - iii. The rules of the sport
 - iv. Budgeting and budget implementation
 - v. Operational structure and committee appointments
 - vi. Volunteer appointments and the withdrawal or termination of those appointments
 - vii. Decisions rendered by entities other than Association (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by Association at its sole discretion)
 - viii. Commercial matters
 - ix. Decisions made under this Policy

1.3.4 Timing and Conditions of Appeal

- a) Individuals who wish to appeal a decision have fourteen (14) days from the date on which they received notice of the decision to submit, in writing to the Association, the following:
 - i. Notice of the intention to appeal
 - ii. Contact information and status of the Appellant
 - iii. Name of the Respondent and any affected parties, when known to the Appellant
 - iv. Date the Appellant was advised of the decision being appealed
 - v. A copy of the decision being appealed, or description of decision if written document is not available
 - vi. Grounds for the appeal
 - vii. Detailed reasons for the appeal
 - viii. All evidence that supports the appeal
 - ix. Requested remedy or remedies
 - x. An appeal fee of five hundred dollars (\$500) which will be refunded if the appeal is successful or forfeited if the appeal is denied. Payment should be directed to the SWSA Office (see below).
- b) An Individual who wishes to initiate an appeal beyond the fourteen (14) day period must provide a written request stating the reasons for an exemption. The decision to allow or not allow an appeal outside of the fourteen (14) day period will be at the sole discretion of the Case Manager and may not be appealed.
- c) Appeals should be submitted to:

Executive Director
Saskatchewan Wheelchair Sports Association
510 Cynthia Street
Saskatoon, SK S7L 7K7
Or email swsa@shaw.ca

1.3.5 Case Manager

Upon the receipt of an appeal, the Association will appoint an independent Case Manager to manage and administer appeals submitted in accordance with this Policy and such appointment is not appealable. Case Manager services will be accessible through Sask Sport from an external firm or pool of individuals with knowledge and expertise in dispute resolution.

1.3.6 Grounds for Appeal

- a) An appeal may only be heard if there are sufficient grounds for appeal, as determined by the Case Manager. Sufficient grounds only include the Respondent:
 - i. Made a decision that it did not have the authority or jurisdiction (as set out in the Respondent's governing documents)
 - ii. Failed to follow its own procedures (as set out in the Respondent's governing documents)
 - iii. Made a decision that was influenced by bias (where bias is defined as a lack of neutrality to such an extent that the decision-maker appears not to have considered other views)
 - iv. Made a decision that was grossly unreasonable
- b) The Appellant must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in the 'Grounds for Appeal' section of this Policy.

1.3.7 Alternate Dispute Resolution

- a) Upon receiving the notice of the appeal, the fee, and all other information (outlined in the 'Timing of Appeal' section of this Policy), the Appeal Panel may suggest, and the Parties may consent, the appeal to be heard under the Association's Alternate Dispute Resolution Policy.
- b) Appeals resolved by mediation under the Association's Alternate Dispute Resolution Policy will cause the administration fee to be refunded to the Appellant.

1.3.8 Screening of Appeal

- a) Should the appeal not be resolved by using the Alternate Dispute Resolution Policy, the Case Manager will have the following responsibilities:
 - i. Determine if the appeal falls under the scope of this Policy
 - ii. Determine if the appeal was submitted in a timely manner
 - iii. Decide whether there are sufficient grounds for the appeal
- b) If the appeal is denied on the basis of insufficient grounds, because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant and the Association will be notified, in writing, by the Panel of the reasons for this decision. This decision may not be appealed.
- c) If there are sufficient grounds for an appeal, the Case Manager will appoint an Appeal Panel (the "Panel") which shall consist of a single Adjudicator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Case Manager, a Panel of three persons may be appointed to hear the appeal. In this event, the Case Manager will appoint three Panel members and designate one of the appointees to serve as the Chair.
- d) The Case Manager will establish and adhere to timeframes that ensure procedural fairness and that the matter is heard in a timely fashion.

1.3.9 Procedure for Appeal Hearing

- a) The Case Manager, in cooperation with the Panel, shall then decide the format under which the appeal will be heard. This decision may not be appealed.
- b) The format of the hearing may involve an oral in-person hearing, an oral hearing by telephone/telecommunications or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Panel deem appropriate in the circumstances, provided that:
 - i. The hearing will be held within a timeline determined by the Case Manager or the Panel
 - ii. The Parties will be given reasonable notice of the day, time and place of the hearing, in the case of an oral in-person hearing, an oral hearing by telephone or other telecommunications
 - iii. Copies of any written documents which the parties wish to have the Panel consider will be provided to all Parties in advance of the hearing
 - iv. The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
 - v. The Panel may request that any other individual participate and give evidence at the hearing
 - vi. The Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the appeal, but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate
 - vii. If a decision in the appeal may affect another party to the extent that the other party would have recourse to an appeal in their own right under this Policy, that party will become a party to the appeal in question and will be bound by its outcome
 - viii. The decision to uphold or reject the appeal will be by a majority vote of the Panel
- c) The hearing will proceed in any event, even if a Party chooses not to participate in the hearing.

- d) In fulfilling its duties, the Panel may obtain independent advice.

1.3.10 Appeal Decision

- a) The Panel shall issue its decision, in writing and with reasons, after the hearing's conclusion. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide to:
 - i. Reject the appeal and confirm the decision being appealed
 - ii. Uphold the appeal and refer the matter back to the initial decision-maker for a new decision
 - iii. Uphold the appeal and vary the decision
- b) The Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and the Association within 14 days of the hearing's conclusion. In extraordinary circumstances, the Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter. The decision will be considered a matter of public record unless decided otherwise by the Panel.

1.3.11 Confidentiality

The appeals process is confidential and involves only the Parties, the Case Manager, the Panel, and any independent advisors to the Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information to any person not involved in the proceedings.

1.3.12 Final and Binding

- a) The decision of the Panel will be binding on the Parties and on all the Association's Individuals.
- b) No action or legal proceeding will be commenced against the Association or Individuals in respect of a dispute, unless the Association has refused or failed to provide or abide by the appeal process as set out in this Policy.

1.4 AWARDS

SWSA values the hard work, talents, and contributions of all athletes, members, coaches, volunteers, officials and partners, in achieving success and supporting and delivering on the vision, mission and goals of the Association. In recognition of this hard work, dedication and commitment, SWSA is proud to support nominations for a variety of sport awards such as the Sask Sport Awards, Saskatchewan Sports Hall of Fame Awards, National Sport Awards, and others.

Members, coaches, and volunteers are welcome to contact the SWSA office with nomination recommendations. The SWSA Board will make all decisions regarding the final submission of award nominations.

1.5 CODE OF CONDUCT

1.5.1 Definitions

The following terms have these meanings in this Code:

- a) "Association" – Saskatchewan Wheelchair Sports Association
- b) "Individuals" – All categories of membership defined in the Association's Bylaws, as well as all individuals engaged in activities with the Association including, but not limited to, athletes, coaches, referees, officials, volunteers, managers, administrators, committee members, and directors and officers of the Association
- c) "Harassment" – Behaviour that constitutes harassment is defined in Section 1.5.4, a) ii.
- d) "Workplace Harassment or Workplace Violence" – Behaviour that constitutes workplace harassment and workplace violence is defined in Section 1.5.4, a) iii.
- e) "Sexual harassment" – Behaviour that constitutes sexual harassment and workplace violence is defined in Section 1.5.4, a) iv.

1.5.2 Purpose

The purpose of this Code is to ensure a safe and positive environment by making Individuals aware that there is an expectation of appropriate behaviour consistent with this Code. The Association supports equal opportunity, prohibits discriminatory practices, and is committed to providing an environment in which all individuals are treated with respect and fairness.

1.5.3 Application of this Code

- a) This Code applies to Individuals' conduct during the Association's business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with the Association's activities, the Association's office environment, and any meetings.
- b) This Code also applies to Individuals' conduct outside of the Association's business, activities, and events when such conduct adversely affects relationships within the Association and/or its Members (and its work and sport environment) and is detrimental to the image and reputation of the Association. Such jurisdiction will be determined by the Association at its sole discretion.
- c) An Individual who violates this Code may be subject to sanctions pursuant to the Association's Discipline and Complaints Policy.
- d) An employee of the Association found to have breached this Code will be subject to appropriate disciplinary action subject to the terms of the Association's Human Resources Policy, as well as the employee's Employment Agreement, as applicable. Violations could result in a warning, reprimand, access restrictions, suspension and other disciplinary actions up to and including termination of employment/contract.

1.5.4 Responsibilities

- a) Individuals have a responsibility to:
- i. Maintain and enhance the dignity and self-esteem of Association members and other individuals by:
 - Demonstrating respect to individuals regardless of body type, physical characteristics, athletic ability, age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, sex, and sexual orientation
 - Focusing comments or criticism appropriately and avoiding public criticism of Individual or the Association
 - Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct
 - Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory
 - Consistently treating individuals fairly and reasonably
 - Ensuring adherence to the rules of the sport and the spirit of those rules
 - ii. Refrain from any behaviour (including use of social media) that constitutes harassment. Types of behaviour that constitute harassment include, but are not limited to:
 - Written or verbal abuse, threats, or outbursts
 - The display of visual material which is offensive or which one ought to know is offensive
 - Unwelcome remarks, jokes, comments, innuendo, or taunts
 - Leering or other suggestive or obscene gestures
 - Condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions
 - Practical jokes which cause awkwardness or embarrassment, endanger a person's safety, or negatively affect performance
 - Any form of hazing
 - Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing
 - Unwelcome sexual flirtations, advances, requests, or invitations
 - Physical or sexual assault
 - Behaviours such as those described above that are not directed towards a specific individual or group but have the same effect of creating a negative or hostile environment
 - Retaliation or threats of retaliation against an individual who reports harassment

- iii. Refrain from any behaviour (including the use of social media) that constitutes Workplace Harassment or Workplace Violence, where workplace harassment is defined as conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome; and where workplace violence is defined as the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker. Workplace matters should not be confused with legitimate, reasonable management actions that are part of the normal work function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute workplace harassment or workplace violence include, but are not limited to:

Workplace Harassment

- Bullying
- Repeated offensive or intimidating phone calls or emails
- Inappropriate touching, advances, suggestions or requests
- Displaying or circulating offensive pictures, photographs or materials
- Psychological abuse
- Discrimination
- Intimidating words or conduct (offensive jokes or innuendos)
- Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning

Workplace Violence

- Verbal threats to attack a worker
 - Sending to or leaving threatening notes or emails
 - Making threatening physical gestures
 - Wielding a weapon
 - Hitting, pinching or unwanted touching which is not accidental
 - Blocking normal movement or physical interference, with or without the use of equipment
 - Sexual violence
 - Any attempt to engage in the type of conduct outlined above
- iv. Refrain from any behaviour (including use of social media) that constitutes Sexual Harassment, where sexual harassment is defined as unwelcome sexual comments and sexual advances, requests for sexual favours, or conduct of a sexual nature. Types of behaviour that constitute sexual harassment include, but are not limited to:
- Sexist jokes
 - Display of sexually offensive material

 - Sexually degrading words used to describe a person
 - Inquiries or comments about a person's sex life
 - Unwelcome sexual flirtations, advances, or propositions
 - Persistent unwanted contact
- v. Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods. More specifically, the Association adopts and adheres to the Canadian Anti-

Doping Program. The Association will respect any penalty enacted pursuant to a breach of the Canadian Anti-Doping Program, whether imposed by the Association or any other sport Association

- vi. Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision of the sport, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES)
- vii. Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
- viii. Refrain from consuming alcohol, tobacco products, or recreational drugs while participating in Association programs, activities, competitions, or events. In the case of adults, avoid consuming alcohol in situations where minors are present and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with the Association's events
- ix. Respect the property of others and not willfully cause damage
- x. Adhere to all federal, provincial, municipal and host country laws
- xi. Comply, at all times, with the Association's bylaws, policies, procedures, and rules and regulations, as adopted and amended from time to time
- xii. When driving a vehicle with an Individual:
 - Not have his or her license suspended
 - Not be under the influence of alcohol, illegal drugs or substances
 - Have valid car insurance
- xiii. Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition.

1.5.5 Board / Committee Members – in addition to 1.5.4 above, reference Governance Policy 2.3

1.5.6 Coaches – in addition to 1.5.4 above, reference Operational Policy 3.2

1.5.7 Athletes – In addition to 1.5.4 above, reference Operational Policy 2.2

1.5.8 Officials – In addition to 1.5.4, reference Operational Policy 3.3

1.5.9 Parents / Guardians and Spectators

Parents / guardians are encouraged to take the 'Respect in Sport' for Parents. The link is available on the Association's Website under the 'Resources' tab. In addition to the responsibilities outlined in 1.5.4 above, Parents / Guardians and Spectators at events will:

- a) Encourage athletes to play by the rules and to resolve conflicts without resorting to hostility or violence
- b) Condemn the use of violence in any form
- c) Never ridicule a participant for making a mistake during a performance or practice
- d) Provide positive comments that motivate and encourage a participant's continued effort
- e) Respect the decisions and judgments of officials and encourage athletes to do the same.
- f) Feedback on competition performances is provided by officials only to the coaching staff, so parents are encouraged to discuss any questions with your athlete's coach
- g) Recognize that officials, executives and staff act in good faith, and in the best interests of the athletes and sport as a whole.
- h) Never question an officials' or staffs' judgment or honesty
- i) Support all efforts to remove verbal and physical abuse, coercion, intimidation and sarcasm
- j) Respect and show appreciation to all competitors, and to the coaches, officials and other volunteers
- k) Refrain from the use of bad language, nor harass competitors, coaches, officials, parents/guardians or other spectators

1.6 COMMUNICATION & SOCIAL MEDIA

1.6.1 Introduction

- a) Effective and clear communication is vital to the success of SWSA and delivery of the Strategic and Operational Plan. SWSA supports its members and engages its community through both traditional and emerging communication technologies.
- b) In matters of public inquiry, the President of SWSA is the official spokesperson

1.6.2 Marketing and Communication

Important to the mission of SWSA is creating awareness and educating others on the benefits of involvement with wheelchair sports and with SWSA. Potential participants and sponsors will be targeted in SWSA's marketing plan and communication strategies. In addition to SWSA's online presence, e-newsletter, and social media, other strategies may include activities such as:

- Promotional and educational materials
- Demonstration clinics
- Educational seminars and speaking engagements
- Trade show participation
- Public and media relations
- Press releases and press conferences
- Special fundraising events
- Distribution of Annual Report

1.6.3 Social Media

Definitions

The following terms have these meanings in this Policy:

- a) "Social media" – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, and Twitter.
- b) "Individuals" – Individuals employed by, or engaged in activities with SWSA including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, sport science and medical personnel, and Directors and Officers of the SWSA.

Preamble

SWSA is aware that individual interaction and communication occurs frequently on social media. SWSA cautions individuals that any conduct falling short of the standard of behaviour required by SWSA's Code of Conduct and Ethics will be subject to the disciplinary sanctions identified within the SWSA's Discipline and Complaints Policy.

Application of this Policy

This Policy applies to all individuals per the definitions above.

Conduct and Behaviour

Per SWSA's Discipline and Complaints Policy and Code of Conduct and Ethics, the following social media conduct may be considered minor or major infractions:

- a) Posting a disrespectful, hateful, harmful, disparaging, insulting, or otherwise negative comment on a social medium that is directed at an Individual, at SWSA, or at other individuals connected with SWSA
- b) Posting a picture, altered picture, or video on a social medium that is harmful, disrespectful, insulting, or otherwise offensive, and that is directed at an Individual, at SWSA, or at other individuals connected with SWSA
- c) Creating or contributing to a Facebook group, webpage, Instagram account, Twitter feed, blog, or online forum devoted solely or in part to promoting negative or disparaging remarks or commentary about SWSA, its stakeholders, or its reputation
- d) Any instance of cyber-bullying or cyber-harassment between one Individual and another Individual (including a teammate, coach, opponent, volunteer, or official)

Participant Responsibilities

- a) Participants acknowledge that their social media activity may be viewed by anyone, including SWSA
- b) If SWSA unofficially engages with an individual in social media (such as by retweeting a tweet or sharing a photo on Facebook) the Individual may, at any time, ask SWSA to cease this engagement
- c) When using social media, an individual must model appropriate behaviour befitting the Individual's role and status in connection with SWSA
- d) Removing content from social media after it has been posted (either publicly or privately) does not excuse the Individual from being subject to SWSA's Discipline and Complaints Policy
- e) An Individual who believes that an Individual's social media activity is inappropriate or may violate SWSA's policies and procedures, should report the matter immediately to SWSA in the manner outlined by SWSA's Discipline and Complaints Policy.

1.7 COMPETITION & EVENTS HOSTING

1.7.1 Jurisdiction

SWSA, and its sport partners, maintain jurisdiction over a variety of events including:

- Introduction clinics
- Training camps / clinics / workshops
- Selection events
- Competition at the Provincial, Regional, and National levels

1.7.2 Role of SWSA & Partner Sports

SWSA is responsible for the administration of SWSA sponsored events (i.e., wheelchair rugby, wheelchair basketball, sledge hockey). This includes establishing an Organizing Committee, sanctioning, organization and administration. For SWSA sponsored events, member Clubs will be involved as appropriate. For event organization and sanctioning of certain sports (i.e., skiing, tennis, athletics), SWSA will work in partnership with the Provincial and/or National Sport Governing body responsible.

1.7.3 Club Events

The Affiliated Member Club is responsible for formation of an Event Organizing Committee that will be responsible for event organization and administration. Member Clubs may approach SWSA for sanctioning of a significant event (i.e., Regional Tournament).

1.7.4 Hosting of National Events

SWSA may respond to an invitation from a partner National Sport Organization (or co-hosting with a partner Provincial Sport Organization) to bid on a National event to be hosted in Saskatchewan. Consideration will be given on a case-by-case basis and subject to SWSA capacity. The bid package and subsequent submission will be subject to approval by the Board of SWSA.

1.7.5 Sanctioning

The granting of sanctioning by SWSA will be considered providing an Affiliated Club can demonstrate the following minimum standards:

- a) An Organizing Committee has been constituted and the event is properly supported with trained staff / volunteers
- b) An emergency plan is in place, there is ready access for emergency vehicles, and the event will be conducted in a safe manner
- c) The event venue and equipment has been inspected to ensure a safe environment
- d) SWSA Policies & Procedures are adhered to at all times
- e) The rules and regulations of play are applied
- f) A commitment to report any unusual event or accident to SWSA immediately, followed by the completion and submission of the SWSA 'Incident Report' form

1.8 CONFLICT OF INTEREST

1.8.1 Definitions

The following terms have these meanings in this Policy:

- a) "Association" – Saskatchewan Wheelchair Sports Association
- b) "Conflict of Interest" – Any situation in which an Individual's decision-making, which should always be in the best interests of the Association, is influenced or could be influenced by personal, family, financial, business, or other private interests.
- c) "Individuals" – All categories of membership defined in the Association's Bylaws, as well as all individuals engaged in activities with the Association including, but not limited to, athletes, coaches, referees, officials, volunteers, managers, administrators, committee members, and directors and officers of the Association
- d) "In writing"- A letter, fax or email sent directly to the Association.
- e) "Pecuniary Interest" - An interest that an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual, or another person with whom that individual is associated.
- f) "Non-Pecuniary Interest" - An interest that an individual may have in a matter which may involve family relationships, friendships, volunteer positions or other interests that do not involve the potential for financial gain or loss.

1.8.2 Background

Individuals who act on behalf of an organization have a duty first to that organization and second to any personal stake they have in the operations of the Association. For example, in not-for-profit organizations, Directors are required, by law, to act as a trustee (in good faith, or in trust) of the Association. Directors, and other stakeholders, must not put themselves in positions, where making a decision on behalf of the Association is connected to their own "pecuniary" or "non-pecuniary" interests. That would be a conflict-of-interest situation.

1.8.3 Purpose

- a) The Association strives to reduce and eliminate nearly all instances of conflict of interest at the Association – by being aware, prudent, and forthcoming about the potential conflict. This Policy describes how Individuals will conduct themselves in matters relating to a conflict of interest and will clarify how Individuals shall make decisions in situations where a conflict of interest may exist.
- b) This Policy applies to all Individuals.

1.8.4 Obligations

- a) Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between an Individual's personal interest and the interests of the Association, shall always be resolved in favour of the Association.
- b) Individuals will not:
 - i. Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with their official duties with the Association, unless such business, transaction, or other interest is properly disclosed to the Association and approved by the Association.
 - ii. Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration or who might seek preferential treatment.
 - iii. In the performance of their official duties, give preferential treatment to family members, friends, colleagues, or organizations in which their family members, friends, or colleagues have an interest, financial or otherwise.

- iv. Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with the Association, if such information is confidential or not generally available to the public.
- v. Engage in any outside work, activity, or business or professional undertaking that conflicts or appears to conflict with their official duties as a representative of the Association, or in which they have an advantage or appear to have an advantage on the basis of their association with the Association.
- vi. Without the permission of the Association, use the Association's property, equipment, supplies, or services for activities not associated with the performance of their official duties with the Association.
- vii. Place themselves in positions where they could, by virtue of being an Association Individual, influence decisions or contracts from which they could derive any direct or indirect benefit.
- viii. Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being an Association Individual.

1.8.5 Disclosure of Conflict of Interest

- a) On an annual basis, all the Association's Directors, Officers, Employees, and Committee Members will complete a Declaration Form disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by the Association.
- b) Individuals shall disclose real or perceived conflicts of interest to the Association's Board immediately upon becoming aware that a conflict of interest may exist.
- c) Individuals shall also disclose any and all affiliations with any and all other organizations involved with the same sport. These affiliations include any of the following roles: athlete, coach, manager, official, employee, volunteer, officer or director.

1.8.6 Minimizing Conflicts of Interest in Decision-Making

- a) Decisions or transactions that involve a conflict of interest that has been proactively disclosed by an Individual will be considered and decided with the following additional provisions:
 - i. The nature and extent of the Individual's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded or noted.
 - ii. The Individual does not participate in discussion on the matter.
 - iii. The Individual abstains from voting on the decision.
 - iv. For board-level decisions, the Individual does not count toward quorum.
 - v. The decision is confirmed to be in the best interests of the Association.
- b) For potential conflicts of interest involving employees, the Association's Board will determine whether there is a conflict and, if one exists, the employee will resolve the conflict by ceasing the activity giving rise to the conflict. The Association will not restrict employees from accepting other employment contracts or volunteer appointments provided these activities do not diminish the employee's ability to perform the work described in the employee's job agreement with the Association or give rise to a conflict of interest.

1.8.7 Conflict of Interest Complaints

- a) Any person who believes that an Individual may be in a conflict-of-interest situation should report the matter, in writing (or verbally if during a meeting of the Board or any committee), to the

Association's Board who will as quickly as possible, decide appropriate measures to eliminate the conflict.

- b) The Association's Board decision as to whether or not a conflict of interest exists will be governed by the following procedures:
 - i. Copies of any written documents to be considered by the Board will be provided to the Individual who may be in a conflict-of-interest situation.
 - ii. The Individual who may be in a conflict-of-interest situation will be provided an opportunity to address the Association's Board orally or if granted such right by the Association's Board, in writing.
 - iii. The decision will be by a majority vote of the Association's Board.
- c) If the Individual acknowledges the conflict of interest, the Individual may waive the right to be heard, in which case the Association's Board will determine the appropriate sanction.

1.8.8 Decision

After hearing and/or reviewing the matter, the Association's Board will determine whether a conflict of interest exists and, if so, the sanctions to be imposed.

1.8.9 Sanctions

- a) The Board may apply the following actions singly or in combination for real or perceived conflicts of interest:
 - i. Removal or temporary suspension of certain responsibilities or decision-making authority.
 - ii. Removal or temporary suspension from a designated position.
 - iii. Removal or temporary suspension from certain teams, events and/or activities.
 - iv. Expulsion from the Association.
 - v. Other actions as may be considered appropriate for the real or perceived conflict of interest.

- b) Any person who believes that an Individual has made a decision that was influenced by real or perceived conflict of interest may submit a complaint, in writing, to the Association to be addressed under the Association's Discipline and Complaints Policy.
- c) Failure to comply with an action as determined by the Board will result in automatic suspension from the Association until compliance occurs.
- d) The Board may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the Board.

1.8.10 Enforcement

Failure to adhere to this Policy may permit discipline in accordance with the Association's Discipline and Complaints Policy.

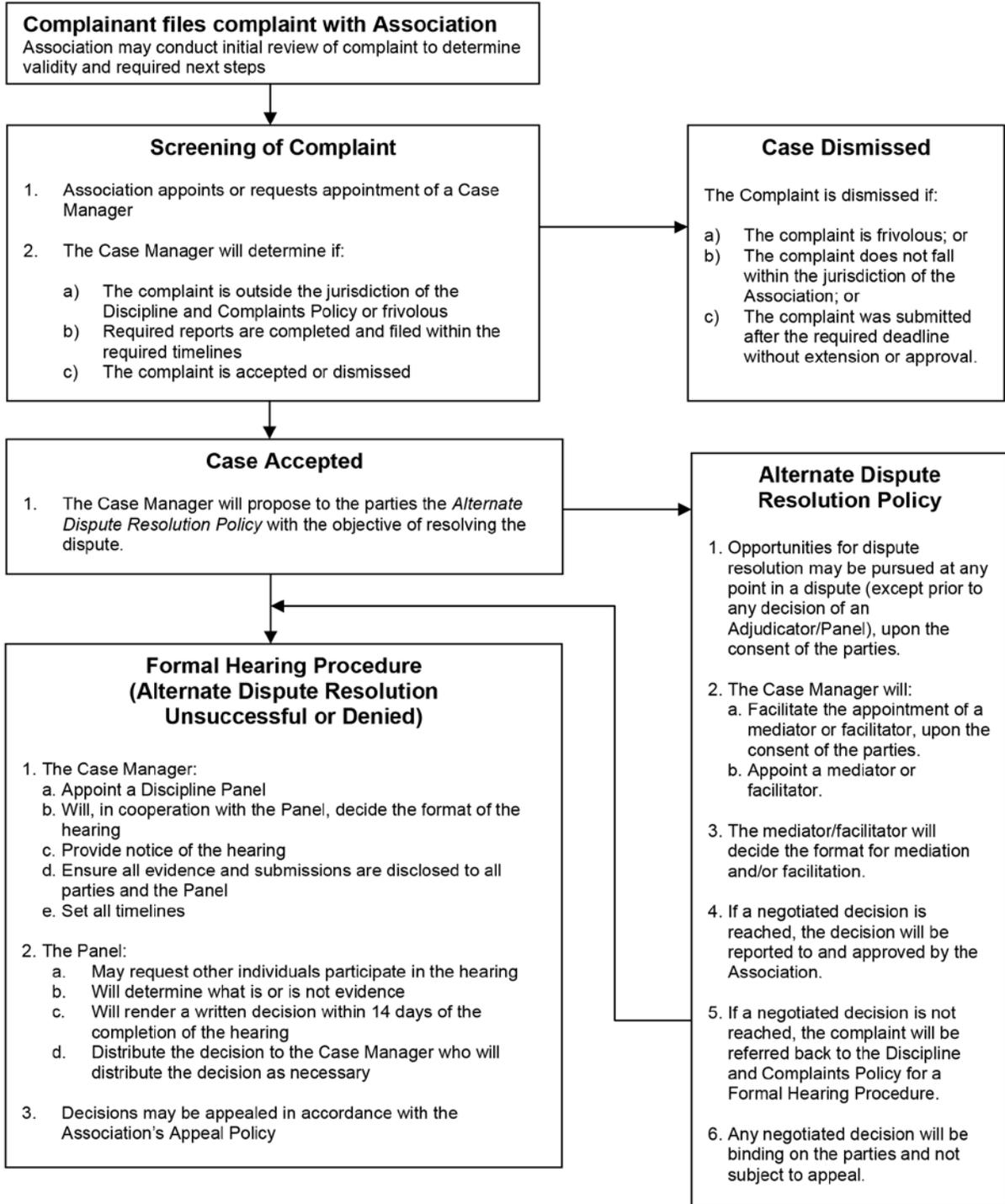
1.9 CRIMINAL / VULNERABLE SECTOR RECORD CHECK

(Also reference Operational Policy 1.20 Screening)

- 1.9.1 SWSA is committed to providing a reasonably safe environment for youth under 18 years old, participating in SWSA programs. This policy reflects an appropriate practice that supports this commitment.
- 1.9.2 This policy applies to SWSA members, volunteers, coaches and staff, 18 years and over (adult), who are in a position of responsibility or trust with children, elderly, and / or persons with intellectual or physical disabilities.
- 1.9.3 In the case of a SWSA member, volunteer or staff member, 18 years and over (adult), who is in a position of responsibility or trust per 1.9.2 above, a criminal / vulnerable sector record check will be conducted.
- 1.9.4 Adults will be given an application by SWSA or instructed to go to their local community police department to get an application. The applicant will complete the form and will forward it to the SWSA office. The applicant will note on the form that it is confidential and that it should be directed to the SWSA Executive Director. The filed report will be kept in confidence in the SWSA office.
- 1.9.5 Where applicable, SWSA will cover the cost of the criminal / vulnerable sector record check.

1.10 DISCIPLINE AND COMPLAINTS

Discipline and Complaints Policy Flowchart



1.10.1 Definitions

The following terms have these meanings in this Policy:

- a) "Association" – Saskatchewan Wheelchair Sports Association
- b) "Case Manager" – An individual appointed by the Association, who need not be a member or affiliated with the Association, to administer this Discipline and Complaints Policy. The Case Manager will comply with the position description described in Appendix "A".
- c) "Complainant" – The Party alleging an infraction
- d) "Days" – Days including weekend and holidays
- e) "Individuals" – All categories of membership defined in the Association's Bylaws, including clubs, teams, as well as all individuals engaged in activities with the Association including, but not limited to, athletes, coaches, referees, officials, volunteers, managers, administrators, committee members, and directors and officers of the Association
- f) "In writing" - A letter, fax or email sent directly to the Association.
- g) "Respondent" – The alleged infracting Party

1.10.2 Purpose

Individuals and participants are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with Association's policies, bylaws, rules and regulations, and Codes of Conduct. Non-compliance may result in sanctions pursuant to this Policy.

1.10.3 Application of this Policy

- a) This Policy applies to all Individuals relating to matters that may arise during the course of Association's business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with Association activities, and any meetings.
- b) This Policy also applies to Individuals' conduct outside of the Association's business, activities, and events when such conduct adversely affects relationships within the Association (its work and/or sport environment) or is detrimental to the image and reputation of the Association. The jurisdiction of this Policy will be determined by the Association at its sole discretion.
- c) This Policy does not prevent discipline from being applied, during a competition or event. Further discipline may be applied according to this Policy. Any infractions or complaints occurring within competition will be dealt with by the procedures specific to the competition, if applicable. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity or event only.
- d) An employee of the Association found to have to be a Respondent will be subject to appropriate disciplinary action subject to the terms of the Association's Human Resources Policy, as well as the employee's Employment Agreement, as applicable. Violations may result in a warning, reprimand, restrictions, suspension or other disciplinary actions up to and including termination of employment.

1.10.4 Reporting a Complaint

- a) Any Individual may report any complaint to the Association. A complaint must be in writing and must be filed within 14 days of the alleged incident. Complaints should be submitted to:

Executive Director
Saskatchewan Wheelchair Sports Association
510 Cynthia Street
Saskatoon, SK S7L 7K7
Or email to swsa@shaw.ca

- b) A Complainant wishing to file a complaint outside of the 14 days must provide a written statement giving reasons for an exemption to this limitation. The decision to accept or deny the complaint outside of the 14 days will be at the sole discretion of the Case Manager. This decision may not be appealed.
- c) At the Association's discretion, the Association may act as the complainant and initiate the complaint process under the terms of this Policy. In such cases, the Association will identify an individual to represent the Association.
- d) Resignation or lapsing of membership after a complaint is filed does not preclude disciplinary proceedings being pursued under this policy.
- e) Upon receiving a complaint, the Association will review the complaint to determine validity and required next steps.

1.10.5 Case Manager

- a) Upon the receipt and review of a complaint, the Association may appoint or request the appointment of an independent Case Manager to manage and administer complaints submitted in accordance with this Policy and such appointment is not appealable. Case Manager services will be accessible through Sask Sport from an external firm or pool of individuals with knowledge and expertise in dispute resolution.
- b) The Case Manager has a responsibility to:
 - i. Determine whether the complaint is within the jurisdiction of this Policy or frivolous
 - ii. Propose the use of the Association's Alternate Dispute Resolution Policy
 - iii. Appoint the Discipline Panel, if necessary
 - iv. Coordinate all administrative aspects and set timelines
 - v. Provide administrative assistance and logistical support to the Panel as required
 - vi. Provide any other service or support that may be necessary to ensure a fair and timely proceeding.

1.10.6 Procedures

- a) If the Case Manager determines the complaint is:
 - i. Frivolous or outside the jurisdiction of this Policy, the complaint will be dismissed immediately.
 - ii. Not frivolous and within the jurisdiction of this Policy, the Case Manager will notify the Parties the complaint is accepted and the applicable next steps.
- b) The Case Manager's decision to accept or dismiss the complaint may not be appealed.
- c) The Case Manager will establish and adhere to timeframes that ensure procedural fairness and that the matter is heard in a timely fashion.
- d) After notifying the Parties that the complaint has been accepted, the Case Manager will first propose the Association's Alternate Dispute Resolution Policy with the objective of resolving the dispute. If the dispute is not resolved or the parties refuse the Alternate Dispute Resolution Policy, the Case Manager will appoint a Discipline Panel, which shall consist of a single Adjudicator, to hear the complaint. In extraordinary circumstances, and at the discretion of the Case Manager, a Panel of three persons may be appointed to hear the complaint. In this event, the Case Manager will appoint one of the Panel's members to serve as the Chair.
- e) The Case Manager, in cooperation with the Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing, which may involve direct communications with the Parties, is an oral in-person hearing, an oral hearing by telephone or other telecommunications, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Discipline Panel deem appropriate in the circumstances, provided that:
 - i. The Parties will be given appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing, an oral hearing by telephone or other telecommunications
 - ii. Copies of any written documents which the parties wish to have the Panel consider will be provided to all Parties, through the Case Manager, in advance of the hearing and/or decision rendered
 - iii. The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
 - iv. The Discipline Panel may request that any other individual participate and give evidence at the hearing
 - v. The Discipline Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the complaint, but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate
 - vi. The decision will be by a majority vote of the Discipline Panel
- f) If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the Discipline Panel will determine the appropriate disciplinary sanction. The Discipline Panel may still hold a hearing for the purpose of determining an appropriate sanction.
- g) The hearing will proceed in any event, even if a Party chooses not to participate in the hearing.
- h) If a decision affects a 3rd party to the extent that the 3rd party would have recourse to a complaint or an appeal in their own right, that 3rd party will become a party and apart of the complaint procedure to the complaint in question and will be bound by the decision.
- i) In fulfilling its duties, the Panel may obtain independent advice.

1.10.7 Decision

After hearing and/or reviewing the matter, the Discipline Panel will determine whether an infraction has occurred and, if so, the sanctions to be imposed. Within fourteen (14) days of the hearing's conclusion, the Discipline Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and the Association. In extraordinary circumstances, the Discipline Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the fourteen (14) day period. The decision will be considered a matter of public record unless decided otherwise by the Discipline Panel.

1.10.8 Sanctions

- a) The Panel may apply the following disciplinary sanctions, singularly or in combination:
 - Verbal or written reprimand
 - Verbal or written apology
 - Service or other contribution to the Association
 - Removal of certain privileges
 - Suspension from certain teams, events, and/or activities
 - Suspension from all Association activities for a designated period of time
 - Withholding of prize money or awards
 - Payment of the cost of repairs for property damage
 - Suspension of funding from the Association or from other sources
 - Expulsion from the Association
 - Any other sanction considered appropriate for the offense
- b) Unless the Discipline Panel decides otherwise, any disciplinary sanctions will begin immediately, notwithstanding an appeal. Failure to comply with a sanction as determined by the Discipline Panel will result in automatic suspension until such time as compliance occurs.
- c) Infractions that result in discipline will be recorded and records will be maintained by the Association.

1.10.9 Suspension Pending a Hearing

The Association may determine that an alleged incident is of such seriousness as to warrant suspension of an Individual pending completion of the criminal process, a hearing or a decision of the Panel.

1.10.10 Criminal Convictions

An Individual's conviction for a Criminal Code offense, as determined by the Association, will be deemed an infraction under this Policy and will result in expulsion from the Association. Criminal Code offences may include, but are not limited to:

- a) Any child pornography offences
- b) Any sexual offences
- c) Any offence of physical violence
- d) Any offence of assault
- e) Any offence involving trafficking of illegal drugs

1.10.11 Confidentiality

The discipline and complaints process are confidential and involves only the Parties, the Case Manager, the Discipline Panel, and any independent advisors to the Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings.

1.10.12 Timelines

If the circumstances of the complaint are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the complaint, the Discipline Panel may direct that these timelines be revised.

1.10.13 Records and Distribution of Decisions

Other individuals or organizations, including but not limited to, national sport organizations, provincial sport organizations, Sask Sport, etc., may be advised of any decisions rendered in accordance with this Policy.

1.10.14 Appeals Procedure

The decision of the Panel may be appealed in accordance with the Association's Appeal Policy.

1.11 DRUG FREE SPORT

Also reference Operational Policy 1.5.4 a) v, and vi.

1.11.1 Introduction

SWSA is committed to providing a drug-free environment. SWSA opposes the use of banned drugs and / or the encouragement or provision for use of banned drugs or physiological manipulation to enhance athletic performance.

1.11.2 Application

This Policy applies to all members, athletes and participants of competitive SWSA sanctioned (or SWSA partner sports) programs, events, or activities.

1.11.3 Definition

- a) Doping is the deliberate or inadvertent use by an athlete of a banned or restricted substance or method to enhance athletic performance.
- b) Medical Reasons - A person does not commit a doping infraction where, in circumstances of medical reasons for the use of a banned substance, the substance is required for sustaining treatment or control of a medical condition, and where an application has been made and granted pursuant to the Therapeutic Use Exemption, or medical review provisions, of the Canadian Anti-Doping Program (CADP) managed by the Canadian Centre for Ethics in Sport (CCES).

1.11.4 SWSA will not tolerate any use by participants or athletes, or the encouragement of use of such substances or methods by those in positions of leadership or influence over athletes, such as administrators, coaches, trainers, managers, medical and paramedical practitioners, sport scientists, and other athletes.

1.11.5 SWSA will ensure that all of its representatives in a position to do so will use their best efforts to see that effective anti-doping education and controls are in place.

1.11.6 SWSA's Board of Directors has adopted the Canadian Anti-Doping Program (CADP) as managed by the Canadian Centre for Ethics in Sport (CCES). For further information, please reference the CCES Website.

1.12 EQUIPMENT LOAN PROGRAM

1.12.1 Introduction

SWSA wishes to ensure equal access of all SWSA equipment to all members for the purpose of awareness and sport development. The following Policy applies to any individual, club, group, company, or organization and governs the distribution, care, and use of SWSA equipment. Within the terms of this Policy, equipment may include such items as wheelchairs, sledges, skis (snow / water), hand cycles, athletic chairs, etc.

1.12.2 Ownership

All equipment related to this Policy remains the property of SWSA and users are expected to respect access to the equipment by treating it with due care and attention.

1.12.3 Guidelines

- a) All those wishing to use equipment must be SWSA members in good standing
- b) SWSA endeavors to balance the provision of equipment between developmental and high-performance programs, but reserves the right to allocate as SWSA needs dictate
- c) The requirements of any partner granting program or funding company providing equipment for use must be adhered to
- d) SWSA reserves the right to recall equipment for clinics, demonstrations, and special events with sufficient notice
- e) Some equipment (i.e., wheelchairs) are not intended for everyday or outdoor use
- f) Where storage at an event / program is difficult, equipment may be designated to individuals only if appropriate records are kept and SWSA is informed
- g) Limited resources will prevent SWSA from providing equipment to all members. SWSA encourages members to access the Equipment Loan Program as an interim measure to acquiring their own equipment
- h) SWSA will endeavor to assist members to access funding in order to purchase their own equipment

1.12.4 Procedures

- a) Requests for equipment must be submitted to SWSA in writing outlining the purpose, location, and length of use
- b) The SWSA Executive Director will review all requests and allocate equipment according to prioritized program / individual needs and available equipment
- c) A SWSA Equipment Loan Agreement must be completed by the user and returned with the appropriate fee prior to the equipment being provided
- d) A post-dated cheque will be collected as a security deposit on the loan of any SWSA equipment. The cheque will be cashed only if there is any damage to the equipment or payments are in arrears. The renter will be notified before any such action is taken.
- e) Equipment not returned by the date stated in the contract will be assessed a late fee of \$50 and possibly further sanctions by SWSA

1.12.5 Maintenance & Modification Requirements

- a) SWSA requires the user maintain any equipment in good working condition. The user is responsible for basic upkeep and is expected to cover the costs of minor repairs (i.e., replace wheelchair spokes, flat tires, broken screws / bolts)

- b) Should the user wish that SWSA absorb the costs of any repair, approval must be received in advance of costs being incurred
- c) Should the user wish to modify the equipment, they are required to seek advance permission from SWSA. Related costs, and who bears the costs, are subject to discussion and agreement between SWSA and the parties

1.12.6 Loan Fees

- a) Loan fees are determined by the Board of Directors and can be found on the Equipment Loan Application Form
- b) Fees are due upon agreement signing
- c) Short-term loans of two weeks or less will be free of charge. Fifteen or more days within a thirty-day period will constitute a one-month loan
- d) Financial assistance and / or subsidies may be available for those that demonstrate a need

1.12.7 Loss, Damage, & Replacement

- a) When a piece of equipment is under warranty and the warranty must be enacted, SWSA must be notified. If the equipment or any parts needs to be replaced with a new piece of equipment or parts, then the replacement (or parts) become the property of SWSA. The damaged item is also the property of SWSA
- b) Should the renter lose the equipment (or parts) the renter is responsible for replacement of such at their own expense

1.12.8 Equipment Recall

SWSA reserves the right to recall any piece of equipment under the following circumstances:

- a) If the renter neglects maintenance, causes abuse, or makes modifications in any substantial way without the prior consent of SWSA
- b) If the renter uses the equipment for purposes not designated in the agreement
- c) If the equipment is not being used
- d) If fees are not paid according to the terms of the agreement
- e) If the renter is not a member in good standing
- f) For SWSA programs, clinics, demonstrations (see guidelines above)

1.13 EQUITY

- 1.13.1 Membership in SWSA, as an athlete, coach, official or volunteer, or as an employee, is accessible to all regardless of gender, race, age or ability.
- 1.13.2 The Board of Directors will continue to work to promote wheelchair sports in all its aspects for the benefit of all.
- 1.13.3 The Board of Directors will encourage and promote equally both men and women in their advancement as athletes, coaches, and officials and will put into place policies which encourage members of this organization to follow suit.

1.14 INSURANCE

1.14.1 Introduction

SWSA provides various forms of insurance coverage to members of SWSA while acting for or on behalf of SWSA, and while participating in a SWSA sanctioned activity. Coverage restrictions and exclusion details are contained within each respective Insurance Policy and are available by contacting the SWSA Provincial office.

1.14.2 Legal Defence Expenses

- a) Who is insured - affiliated clubs, coaches, managers, officials & volunteers of SWSA while acting for or on behalf of SWSA
- b) What is covered - legal defence expenses (excluding any dishonest, fraudulent, criminal, willful or malicious act or omission; violation of the *Highway Traffic Act*, *Workers Compensation Act* or any similar provincial statute; abuse committed or allegedly committed; legal defence expense if prohibited by law)

1.14.3 Sport Accident Insurance

- a) Who is insured – athletes, managers, coaches, trainers, officials
- b) When covered – SWSA sanctioned and organized practices and competitions; transportation to and from events (2 or more traveling together with a minimum distance of 100 km traveled); regularly scheduled commercial air lines, licensed charter
- c) What is covered – reference the policy for detail

1.14.4 Sport Liability Insurance

- a) Who is insured – affiliated clubs, executives, directors, officers, coaches, managers, officials and volunteers of SWSA while acting for or on behalf of SWSA; any member of SWSA while participating in or training for a sanctioned sporting event; municipalities, government departments, school boards, sponsors and owners of facilities used by SWSA and their members but only for vicarious liability arising out of SWSA's operations
- b) What is covered – legal fees, adjusting expenses and settlement costs for claims brought against an Insured claiming for compensatory damages arising from an Insured's action or alleged negligence causing bodily injury, property damage or personal injury

1.14.5 Notification to SWSA

Affiliated Clubs and members are required to inform the Executive Director of SWSA immediately of any situation which has the potential to result in any liability / insurance claim.

1.14.6 Participant Personal Insurance

Responsibility for all areas of insurance of participants in teams travelling nationally and internationally is the duty of each individual participating. SWSA cannot accept financial liability for any expenses incurred as a result of participants being inadequately insured. Insurance that SWSA strongly recommends participants consider arranging specific coverage for regarding any National / International event include:

- a) Medical and Hospital Insurance (including ambulance coverage)
- b) Accident and injury Insurance
- c) Death and permanent disability
- d) Travel Benefit Insurance (luggage, equipment, personal effects, money / credit cards, cancellation / missed connection, personal liability)

1.15 LANGUAGES

All official publications of SWSA will be provided in English. When appropriate, SWSA will endeavor to provide the French equivalent of required documents. In the event of an inadvertent conflict in translation of these official publications, the English version shall govern and take precedence.

1.16 MEMBERSHIP

1.16.1 Introduction

- a) Membership fees assist SWSA to fulfill its Vision and Mission. Ultimately, collaborative efforts between SWSA and its members allow each to more completely fulfill their respective goals.
- b) A registered member is defined as an individual, or member of a team or club, who has paid an annual fee to be a member of SWSA. Pursuant to Bylaw Article III, membership in SWSA is provided to affiliated clubs, families, or individuals.
- c) A registered club is defined as a club of three (3) persons or more, who have paid memberships and an affiliation membership fee. The Association retains the right to review and approve club affiliation.
- d) Affiliation with SWSA affords members many benefits and rights. Membership also comes with responsibility.

1.16.2 Member Benefits

- a) Affiliated clubs may access MAP Grants (Operational Policy 4.4.2)
- b) Use of the affiliated club's name
- c) Access to SWSA sponsored programs, events, and activities
- d) Access to SWSA equipment loans program
- e) Represent SWSA at competition training, camps, competition
- f) Access to financial support for training / competition
- g) Access to education, training and certification
- h) Inclusion on SWSA's e-mail list
- i) Access to SWSA's e-Newsletter and space to advertise upcoming events
- j) Liability insurance
- k) Consultation on topics dealing with Club development including advice on financial, administrative, or technical matters

1.16.3 Member Rights

- a) To receive SWSA membership rights once all registration information, fees, and forms are submitted
- b) To attend and participate in discussions at the General meetings of members of SWSA
- c) To exercise their vote in accordance with the Bylaws of the SWSA
- d) To participate fully in all SWSA activities, share in the SWSA-enterprises and enjoy benefits arising from the SWSA's affiliation with various organizations
- e) To receive equal protection and benefit of all policies and procedures adopted by the SWSA
- f) At all times to be treated reasonably and fairly in accordance with the principles of natural justice.

1.16.4 Member Responsibilities

- a) Compliance with the By-Laws, Policies and Procedures, and competition rules of Wheelchair Rugby Canada (WRC), Wheelchair Basketball Canada (WBC), other National Sport Organizations (NSO), and SWSA
- b) Payment of membership fees in full and on time. Membership fees are as set annually by the SWSA Board of Directors
- c) Promote local participation in SWSA activities
- d) Promote excellence in SWSA activities from the grass roots to the elite levels of development
- e) Assist with the staging and hosting of events and activities of the SWSA, throughout the year
- f) Provide an annual club report to SWSA in August for the Annual General Meeting to be held September of every year.
- g) Affiliated clubs are expected to maintain club policies, and ensure alignment with SWSA Policies as appropriate
- h) Affiliated clubs are expected to educate members on SWSA Policies and Club Policies

1.16.5 Membership Application and Fee Structure

- a) The membership year of SWSA is July 1 – June 30 of each year. Returning members, and prospective new members, are invited to complete SWSA's Membership Application Form beginning July 1 of each year. Membership forms can be requested from the SWSA office or found on the SWSA Website.
- b) Although membership application can be made at any time during the year, clubs are encouraged to complete and submit their Membership Application no later than November 15th in order to be eligible for MAP funding.

1.17 PRIVACY POLICY

1.17.1 Our Privacy Commitment

SWSA is committed to keeping personal information accurate, confidential, secure and private.

Based on the *Personal Information Protection and Electronic Documents Act* (PIPEDA), this Policy describes how SWSA adheres to the ten principles of privacy set out in PIPEDA, which are summarized in the attached "Appendix B." The Privacy Policy will outline the types of personal information we may collect from members, athletes and, where applicable, donors and customers, and explains how we may use it and disclose it to others. It will also outline the safeguards we implement to protect personal information and provide to members and donors the opportunity to access and correct personal information we have about them. A copy of PIPEDA is available at the Office of the Privacy Commissioner of Canada.

1.17.2 Information We Gather and Use - Collecting Your Personal Information

This policy only applies to your personal information that we collect or use in relation to a commercial activity of SWSA. At SWSA, we ask for your permission when we collect, use or disclose your personal information in the course of a commercial activity. Personal information is that which refers to you specifically and is collected in person, over the telephone or by corresponding with you via mail, facsimile, e-mail or over the Internet.

When you request a service or membership from us, or participate in an athletic event sanctioned by us, we, or our affiliates, subsidiaries or related organizations, may, with your consent, collect personal information from you, which may include the following:

- Name, mailing address, e-mail address, and telephone number
- Contact numbers (including for emergency purposes)
- Social Insurance number (employment only)
- Date of birth
- For competitions personal height and weight, and past competition results
- In certain instances, pertinent health information regarding athletes

The following activities are examples of when SWSA may require the collection or use of your personal information:

- Collection of membership, registration, or competition fees
- Organization of club activities
- Communicating with you about SWSA activities and mailing out member newsletters
- Compiling member statistics
- Compiling member, athlete or registration lists
- Providing member, athlete or registration lists or member discipline or suspension reports or histories to other sport organizations

- Selling programs for competition, promotional, fundraising or other purposes
- Selling, bartering or leasing of member, donor or fundraising lists to third parties
- Participating in a dispute resolution process
- Participating in fundraising or planned giving programs
- Communicating with members and athletes
- Using membership or donor lists for commercial activities of SWSA or its related associations or organizations

- Selling advertising in publications of SWSA that contain personal information about the member, a donor or athletes (for example, athlete statistics)

During the application process to become a SWSA member, or to renew your membership, or as a non-member, donor or athlete associated with SWSA, you may have provided us with written consent respecting the collection, use and disclosure of your personal information. This Privacy Policy is intended to supplement and does not replace or modify any such written consent previously provided.

You have a choice whether to provide us with the personal information requested. In our operations, however, your decision to withhold particular details may limit the services, association or membership we are able to provide you. In some cases, we may not be able to enter into a relationship with you.

SWSA maintains a contact history for each member, which is used primarily for service, collection and payment purposes. This information, however, is limited to internal use and restricted to our employees, agents and volunteers. The information we ask you to provide varies with the circumstances of your activity or the service you request such as:

General Inquiry

For general inquiries on our organization, you may need to provide limited information such as your name, contact address or contact number. This will allow us to contact you with regard to your interest in SWSA.

SWSA Service

You may need to call SWSA to make an inquiry as to your standing as a member or your activities within SWSA. In such instances, we will ask you to provide, at minimum, your name and residence.

Athlete Participation

We may be required to provide certain personal and statistical information regarding athletes for the purposes of competitions or rankings. We may use the personal information you provide to us to:

- a) Communicate with you
- b) Provide you with the information you have requested
- c) Provide statistical information and results for competitions and events
- d) Advertising or promotional activities

With your consent, we may also send you information about other activities in which we believe you would be interested. We want to assure you that we only use your personal information for the purposes that we have disclosed to you.

Most of the information we retain about you consists of your membership and competition record. We use transactional information to keep track of and report back to you in these areas, if requested.

1.17.3 With Whom We May Share Your Information

- a) **Related Associations and Organizations**
SWSA and its employees and volunteers are all governed by our policies and procedures to ensure that your information is secure and treated with the utmost care and respect. To enable you to benefit from our full range of activities and benefits, we may share information with other SWSA affiliates or related organizations that perform services on our behalf or provide services to you.

b) Employees and Volunteers

In the course of daily operations, access to private, sensitive and confidential information is restricted to authorized employees or volunteers who have a legitimate purpose and reason for accessing it. For example, when you call or e-mail us, our designated employees will access your information to verify that you are the member and to process your requests.

- i. As a condition of their employment or volunteer activities, all of our employees and volunteers are required to abide by the privacy standards we have established. We educate our employees, agents and volunteers about the responsibilities of handling personal information.
- ii. Unauthorized access to and/or disclosure of member information by an employee or volunteer of SWSA, is strictly prohibited.
- iii. All employees and volunteers are expected to maintain the confidentiality of personal information at all times and failing to do so could result in appropriate disciplinary measures, which may include dismissal, or termination of volunteer activities.

c) Outside Service Suppliers

SWSA sometimes contracts with outside organizations to perform specialized services, such as processing data, applying payments or facilitating mail-outs. Our service suppliers may at times process or handle some of the information SWSA receive from you.

- i. When SWSA contracts with its suppliers to provide specialized services, they are given only the information necessary to perform those services. Additionally, they are prohibited from storing, analyzing or using that information for purposes other than to carry out the service contracted with SWSA to provide. SWSA's suppliers are bound by contractual obligations designed to protect the privacy and security of your information.
- ii. As part of SWSA's contract agreements, its suppliers and their employees are required to protect your information in a manner consistent with the privacy policies and practices that SWSA has established.

d) Other

SWSA does share personal information of its members in the following circumstances:

- i. When required by law - there are some types of information that SWSA is legally required to disclose. It may also be required to disclose information in connection with a legal proceeding or court order to authorities. Only the information specifically requested by legitimate authorities will be disclosed
- ii. When permitted by law - in certain other situations SWSA may be required to disclose personal information, such as when returning a cheque due to insufficient funds or when dealing with a legal matter that concerns your membership or activities within SWSA
- iii. When disclosure is clearly in your best interests, as determined in the sole discretion of SWSA, and consent cannot be obtained in a timely manner
- iv. Where the information is considered to be in the public domain
- v. To collect a debt owed to SWSA
- vi. In cases of emergency

e) Kind of Information Disclosed

- i. Information SWSA receives from you on your application and other forms you submit to SWSA or communications between SWSA, including by writing, by telephone, by fax or by electronic format. This information includes, for example, your name, your address, and telephone number
- ii. Information about your dealings and relationship with SWSA and our related associations and organizations. For example, this information includes your membership status and athletic activities

f) Former Members

SWSA may also disclose the same kind of personal information described above with respect to our former members.

1.17.4 How SWSA Safeguards Your Information

SWSA does its best to protect the privacy of its members. All computers are password protected and customer information is given to employees and volunteers only to conduct their jobs or tasks. SWSA employees are required to update their computer passwords regularly. It will ensure that the security of information held in its possession will be at a level that complies with PIPEDA.

1.17.5 Internet Website

SWSA does not monitor individual use of its Website. It does, however, monitor activities on the Website to improve its functionality. This information does not contain personal information, beyond what is needed for contact purposes, and is not permanently stored for future use.

1.17.6 Verifying Your Information

At SWSA, decisions that directly impact you are made based on the information it has about you. Therefore, it is important that your personal information is accurate and complete. As a member, athlete, donor or customer, you have the right to access, verify and amend your personal information held by it.

1.17.7 Accessing Your Personal Information

SWSA will provide a procedure for its members, athletes and non-member customers to view information held by SWSA and to report and quickly remedy inaccurate information. There are certain situations where SWSA may not provide an individual access to their personal information, including those instances where:

- a) The information is prohibitively costly to provide
- b) The information contains references to other individuals, including members, donors or non-member customers
- c) The information cannot be disclosed for legal, security or commercial propriety reasons
- d) The information is subject to solicitor-client or litigation privilege

The SWSA appointed Privacy Officer will ensure the requirements of PIPEDA are adhered to.

1.17.8 Withdrawing Consent

Upon becoming a member of SWSA, participating in activities arranged or sanctioned by it, you consent to our use, collection, verification and disclosure of your personal information in accordance with this Policy. You may at any time withdraw your consent for your personal information to be used for certain purposes. A withdrawal of consent must be in writing and must be sent to SWSA by registered mail to the address listed below. If your consent is withdrawn, this may restrict SWSA's ability to assist you or to extend membership privileges and it may not be able to provide you with all of its benefits, products and services.

1.17.9 In Summary

SWSA takes responsibility to respect and protect the confidentiality of your personal information very seriously. For more information about SWSA's commitment to protect the privacy and confidentiality of your personal information or to express any concerns you may have, please write to:

Saskatchewan Wheelchair Sports Association
510 Cynthia Street
Saskatoon, SK S7L 7K7
Attention: Privacy Officer
Or email to swsa@shaw.ca

1.18 RISK MANAGEMENT

1.18.1 Introduction

SWSA is committed to ensuring a safe and effective working, learning and participatory environment for athletes, coaches, officials, volunteers, and staff. Governance Policy 2.6 identifies the Board's commitment to ensuring a process that includes risk planning, identification, analysis, response planning, monitoring and controlling.

1.18.2 Risk Management Registry

The Board will annually participate in, and review, the risk management registry established by the Executive Director to ensure its exposure to risks in the following key performance areas are assessed, managed, and communicated:

- a) Governance risks (i.e., Policies & Procedures reviewed and updated annually)
- b) Operational / Program risks (i.e., capacity to deliver on an operational plan)
- c) Financial risks (i.e., financial control and monitoring)
- d) Infrastructure risks (i.e., organization constituted to align with needs)
- e) Regulatory risks (i.e., compliance with laws, statutes, and regulations)

1.18.3 Risk Management Strategies

One or more of the following four general strategies can address all risks faced by SWSA:

- a) Retain the risk – no action is taken because the possibility and consequence of the risk is low. It may also be that the risk is inherent in the activity itself and thus can be accepted in its present form.
- b) Reduce the risk – steps are taken to reduce the possibility of the risk, and/or its potential consequences, through efforts such as improved planning, policies, organization, delivery, supervision, monitoring and education.
- c) Transfer the risk – accept the level of risk but transfer some or all of it to others through the use of insurance, waiver of liability agreements, or other business contracts.
- d) Avoid the risk – eliminate the risk by avoiding the activity that is giving rise to the risk (decision not to do something, or to eliminate some activity or initiative).

1.18.4 Risk Management Responsibilities

The responsibility to lead effective risk management rests with SWSA. However, responsibility for due diligence also rests with each SWSA member and others (within their scope of authority) involved and / or participating in SWSA sanctioned activities and events.

1.18.5 Risk Management Control Measures

The above general strategies translate into a variety of risk control measures, which may include, but are not limited to:

- a) Current Bylaws, Policies and Procedures
- b) Strategic and operational planning aligned with organizational needs
- c) Core values and guiding principles established
- d) Effective communication
- e) Education, development, training, and effective supervision and monitoring (staff, volunteers, participants)
- f) Clear codes of conduct, accountability and responsibility framework
- g) Sustained organizational performance (financial health, membership growth, staff performance, program delivery, event management, crises management, safety & medical)
- h) Effective management of complaints and disputes
- i) Annual review of Governance & Operational Policies and Procedures; insurance; operational plan; risk management plan; and Board, staff, and organizational performance

1.19 SAFETY & MEDICAL

1.19.1 Introduction

SWSA, its affiliated clubs, coaches, staff and volunteers are expected to ensure the safety and well-being of any person or participant at all times. Various Policies within this Manual provide reference to expectations and minimum standards:

- Codes of Conduct (Policies 1.5, 2.2, 3.2, 3.3)
- Drug Free Sport (Policy 1.11)
- Equipment Maintenance (Policy 1.12)
- Insurance (Policy 1.14)
- Risk Management (Policy 1.18)
- Athlete Team Travel (Policy 2.4)
- Volunteer Coach / Manager / Staff (Policy 2.4.10)

1.19.2 Medical

- a) For some team competitions an athlete intake form will be required (health card number, emergency contact, nature of injury, any prescription drug requirements, etc.)
- b) Assigned personnel (coaches, managers, trainers, etc.) at training or competition will not provide over the counter medication to any athlete
- c) In the event of an emergency during any SWSA event, SWSA will be immediately notified, and every attempt will be made to contact the individual's family / parent / guardian / as quickly as possible regarding permission or instruction for care
- d) Should an athlete or assigned personnel need to return home in the case of an illness or injury, this will be at the individual's cost
- e) For National or International events, first response will be provided by the medical personnel provided by the Host Organization

1.19.3 Sport Safety

The Association is committed to all aspects of sport safety. Information and resources for participants, coaches, athletes, volunteers, and parents, can be found on the Association's Website.

1.19.4 Return to Sport

The Association will abide by 'Return to Sport (or Play)' guidelines as determined by the appropriate Federal and Provincial health authority and respective sport organizations.

1.20 SCREENING

1.20.1 Introduction

- a) As a Provincial Sport Organization, SWSA has a duty of care to ensure member participants and volunteers are provided with a safe and harm free environment during any event, activity, or program sanctioned by SWSA. SWSA participant community involves athletes under the age of consent, and coaches or athletes over the age of consent. In the former, parents (or guardians) accompany and supervise their child to SWSA in-province and out-of-province events. SWSA volunteer community involves minor Officials positions (i.e., scorekeepers), persons to help with equipment, chaperones (parents & guardians) and volunteer coaches.
- b) Responsibility for this Policy, and identifying SWSA positions requiring screening, will fall to the Executive Director. Multi-Sport Organizations (MSOs) maintain responsibility for screening related to MSO Games positions (Saskatchewan Games, Paralympic Games, Canada Games, etc.).
- c) SWSA clubs maintain responsibility for their own screening policies, record keeping, and the release of information.

1.20.2 Why Screen

SWSA will engage screening to:

- a) Assess individuals who are in a position of trust over 'vulnerable persons'
- b) Better match people with opportunities in the organization
- c) Improve the quality and safety of programs in communities
- d) Reduce risk and liability

1.20.3 When to Screen

Screening will be applied based on the position assignment, complexity, level of risk, needs of the volunteer, and vulnerability of the program participants. It is most often used in situations where a person of trust is in charge of persons considered to be vulnerable. A position of trust or authority is created when an individual's relationship with someone else has any of the following characteristics:

- a) Decision-making power
- b) Unsupervised access
- c) Closeness inherent in the relationship
- d) Personal nature of the activity itself

1.20.4 Definition of Vulnerable Members

The Federal Criminal Records Act defines vulnerable members of society as a person who, because of his or her age, a disability, or other circumstances, whether temporary or permanent:

- a) Is in a position of dependency on others, or
- b) Is otherwise at a greater risk than the general population of being harmed by a person in a position of trust or authority towards them

1.20.5 10 Steps of Screening

Screening will be applied based on the position assignment, complexity, level of risk, needs of the volunteer, and vulnerability of the program participants. The following defines the 10-step screening process SWSA will apply when required by the position assignment:

- a) Assessment
The Board and / or Ad Hoc Risk Management Committee will periodically review volunteer assignments for relevance, value and risks. They will ensure appropriate stakeholders are consulted, and that controls have been identified, documented, and monitored with appropriate accountabilities in place.

- b) Position – Assignment
SWSA will ensure meaningful, complete and accurate written job descriptions are prepared for volunteer/position assignments so requiring, and appropriate screening measures are in place.
- c) Recruitment
SWSA will provide clear, accurate, and up to date information about available volunteer/positions assignments, as well as the requirements for becoming a volunteer and any screening requirements that apply.
- d) Application
Persons interested in a specific volunteer assignment may apply by completion and signing of the appropriate form. Certain volunteer / positions assignments may require the need for screening, and this may include a police criminal / vulnerable sector record check (also reference g) below).
- e) Interview
For required positions, SWSA will conduct interviews using an equitable and consistently applied process. Volunteer applicants will be assessed against the required position criteria.
- f) References
References will be checked in accordance with the pre-determined position assignment and will comply with human rights and information access and protection of privacy legislation.
- g) Police checks
SWSA will comply with human rights, information access and protection of privacy legislation when police checks are required to help assess the suitability of applicants for high-risk volunteer assignments. The person involved will be responsible to obtain and pay the fee related to the required police check. In certain circumstances, SWSA will consider reimbursement of such a fee. Confirmation will be acceptable for 5 years unless there are reasonable grounds for another police check before that time.

- h) Orientation & Training
SWSA will ensure appropriate orientation and training are provided for volunteer/ positions assignments as required.
- i) Support & Supervision
SWSA will ensure appropriate support, training, and supervision is provided (based on the position assignment, complexity, risk, needs of the volunteer, and vulnerability of the program participants). Volunteers will be afforded the opportunity to give and receive feedback.
- j) Follow-up & Feedback
SWSA will provide appropriate follow-up with program participants to monitor volunteer involvement. Timely and attentive handling of any potential issue by the person in charge will be done in an expedient way, with appropriate issue management, resolution, and documentation according to the policies and procedures of SWSA.

1.20.6 Right to Request Additional Information

It is the right of SWSA to request additional information based on the outcome of screening and / or a police records check. Relevant offences include such areas as fraud, theft, harassment, drug offences, assault, and sexual misconduct.

1.20.7 Rights of SWSA to Engage or Discipline

It is the right of SWSA to refuse to engage, or continue to engage, a person who does not consent / agree to screening or to a police records check when so required. SWSA retains the right to suspend, dismiss, or expel a person who has a current conviction for a related offense, or pending the outcome of an investigation or found guilty of a criminal conviction for a related offense.

1.21 VEHICLE USE

SWSA has an organization owned vehicle. The purpose of this vehicle is to provide equipment transportation to clinics and events.

Terms of Use

- a) The SWSA vehicle may be used only on wheelchair sport business and may be driven only by specifically authorized individuals holding a valid Saskatchewan driver's license.
- b) The authorized drivers must provide SWSA with a copy of their license. SWSA will register the driver with Saskatchewan Government Insurance (SGI). Drivers must be registered with SGI prior to operating the vehicle.
- c) The driver shall be personally responsible for traffic violations and criminal charges arising from their failure to observe traffic regulations and safe driving practices.
- d) All arrangements for obtaining fuel, servicing and repairs to the vehicle shall be done through the SWSA office.
- e) The user agrees to ensure that no alcohol or drugs will be consumed, or in evidence, in the SWSA vehicle while in the user's possession.

1.22 VOLUNTEERS

1.22.1 Introduction

SWSA values the contribution of volunteers in all aspects of SWSA services and programs. SWSA is an organization in which policy and major decisions are made by volunteers in conjunction with staff. Volunteers, like staff, must act responsibly and within the framework of SWSA's policy and must be fully accountable for their actions. For this reason, SWSA recognizes the need to provide for the ongoing orientation and development of its volunteers.

1.22.2 Rights & Responsibilities

SWSA volunteers have the following rights and responsibilities:

- a) Right – to effective volunteer involvement
- b) Right – to a safe and supportive work environment
- c) Right - to orientation, including a description of job responsibilities
- d) Right - to performance enhancement through education, development, and/or performance review opportunities
- e) Right - to respectful treatment demonstrated by all staff and fellow volunteers, including consultation on decisions which fall into their area of responsibility
- f) Responsibility – to abide by SWSA Bylaws and Policies & Procedures
- g) Responsibility – to act with respect for the cause, the stakeholders, the organization, and the community
- h) Responsibility – to act responsibly and with integrity
- i) Responsibility – to accept only assignments which they reasonably believe they are capable of carrying out fully and promptly
- j) Responsibility – to treat SWSA staff and fellow volunteers as partners in the management of SWSA, to treat them with respect, to provide the necessary information and consult with them as needed for the efficient operation of SWSA

1.22.3 Volunteer Accountability

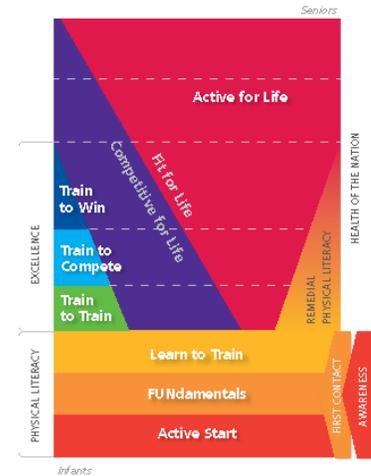
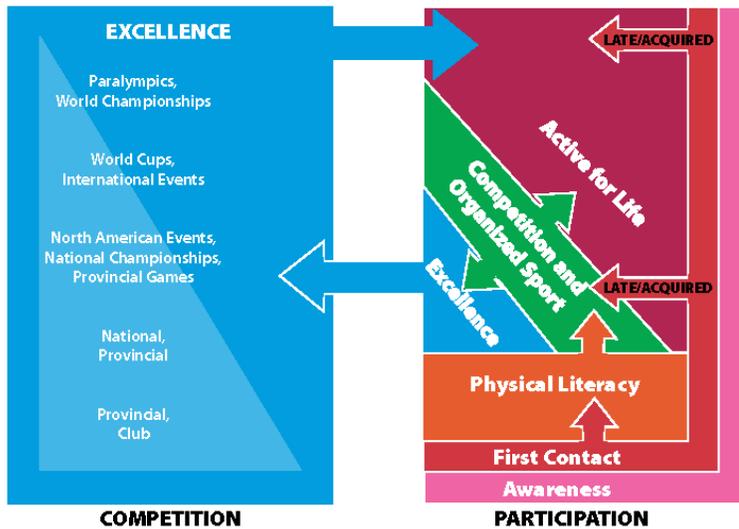
It is the intention of SWSA to assist and develop volunteers in every way to enhance their performance. When performance is poor, or due to a breach of acceptable standards or behavior, the Board may remove volunteers from the volunteer position. SWSA's dispute resolution process remains open to both the Board and/or the affected person.

2.0 ATHLETE, TEAM, & TRAVEL POLICIES

2.1 ATHLETE DEVELOPMENT

2.1.1 Long Term Athlete Development

SWSA endorses the Canadian Sport for Life (CS4L) No Accidental Champions Model (see CS4L illustration below). CS4L provides for seven stages of athlete development in their Long -Term Athlete Development Model. "Athletes with disabilities require two new LTAD stages in addition to the seven stages described for able-bodied athletes. These stages are Awareness and First Contact/Recruitment. They are particularly important for individuals with an acquired disability who, prior to injury or illness, may have had no contact with, and no knowledge of, sport and physical activity for persons with a disability."



2.1.2 Developmental Programs

An important part of the mandate of SWSA is to proactively promote and offer programs educating and exposing individuals to the different types of physical disabilities, how people can live an active lifestyle, and the enjoyment of a variety of wheelchair sports. Information and requests can be made by contacting the SWSA office, and also via the SWSA Website.

SWSA Developmental Programs (subject to Board approval & SWSA capacity) include Wheelchair Sports Awareness Clinics (schools & community groups) and recruitment programs such as Bridging the Gap (BTG). Bridging the Gap is a program that helps eliminate the gap between the introduction of sport and recreation in the rehabilitation setting and continued involvement in physical activity. Bridging the Gap – Getting Physically Active, is a program specifically designed to help people with spinal cord injuries, Spina Bifida, Cerebral Palsy, and amputation, become aware of the sport and recreation options available, and to try out wheelchair sports of their choice. BTG programs include:

- Rehabilitation Centre Program (partnering with medical professionals)
- Community 'Have a Go' Days
- Sports Specific 'Have a Go' Clinics
- Developmental Programs

2.1.3 Competitive Programs

SWSA strives to support and assist athletes who wish to pursue competitive opportunities (subject to Board approval & SWSA capacity). This occurs through both direct (SWSA hired coaches, SWSA sponsored training camps, SWSA sponsored competition) and indirect support (coordinate with partner sport organizations). Within its capacity to do so, SWSA provides travel support (see Travel Policy) to assist SWSA athletes competing at the Provincial, Regional, National, or International levels.

2.1.4 Equipment

SWSA provides affordable equipment rental options (Policy 1.12) for those who wish to continue participation. The Program Coordinator (or the Executive Director in absence of a Program Coordinator) will also work with individuals involved in programs to obtain grants set up to assist with adaptive sport equipment purchases.

2.2 ATHLETE CODE OF CONDUCT

In addition to the Code of Conduct (Policy 1.5), athletes selected and supported by SWSA to participate in sport camps, training, or competition, will have a responsibility to:

- a) Respond to SWSA requests in a timely manner, including submission of required paperwork
- b) Appear at any training camp or competition where the participant has been selected
- c) Ensure factual representation on entry forms regarding eligibility (age, classification, or otherwise)
- d) Respect all anti-doping regulations
- e) Complete and submit the SWSA's Athlete Intake Form
- f) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete; or in the case of carded athletes, interfere with the athlete's ability to fulfill their carded athlete requirements
- g) Participate and appear on-time, well-nourished, and prepared to participate to their best abilities in all competitions, practices, training sessions, tryouts, tournaments, and events
- h) Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason
- i) Adhere to the Association's rules and requirements regarding clothing and equipment
- j) Act in a sportsmanlike manner and not display appearances of violence, foul language, or gestures to other athletes, officials, coaches, or spectators
- k) Dress in a manner representative of the Association; focusing on neatness, cleanliness, and discretion
- l) Act in accordance with the Association's policies and procedures and, when applicable, additional rules as outlined by coaches or managers or regulatory authority

2.3 SELECTION

2.3.1 Introduction

SWSA will confirm and post (web) the annual competitive calendar as far in advance as possible. Where possible, SWSA will name individuals, or team members, at least six (6) weeks prior to an activity or event.

2.3.2 Athlete Selection

Selection of individuals or team members will be at the sole discretion of the respective coach and as endorsed by SWSA. Selection of athletes shall be based on such factors as:

- Member in good standing
- Past and predictable future athletic results
- Performance at training camps and clinics
- Commitment
- Talent ID and developmental opportunities
- Ability to fit in classification line-ups (team sport)
- Ability to be a team player
- Ability to demonstrate good sportsmanship
- Ability to be an ambassador and good will participant

2.3.3 Team Staff Selection

Selection of team staff members (i.e., coaches, team manager) shall be at the discretion of the Executive Director (as delegated by the Board) with input from the designated coach. Selection will be based on such factors as:

- Certification and past performance
- Expertise, experience and/or skills
- Commitment
- Demonstrated planning and problem-solving skills
- Ability to contribute to team building
- Ability to be an ambassador and good will participant
- Leadership development opportunity

2.3.4 Uniforms

SWSA will provide jerseys for specific tournaments (provincial & national competitions). Team attire may be provided by SWSA or may be acquired through team fundraising efforts. Team staff (coaches and managers) must adhere to a national uniform policy. Participants are expected to wear team uniforms if provided when traveling to/from an event, and during competition.

Multi-sport games uniforms (Canada Games) are provided by the designated organization responsible for the event.

2.4 TRAVEL

2.4.1 Introduction

The Travel Policy applies to all persons specifically named by SWSA to accompany, participate, or compete in a SWSA sanctioned activity or event, or in a SWSA partner sanctioned activity or event.

For the purposes of travel, all named persons must be members of SWSA. Multi-sport games (i.e., Canada Games) are governed by the respective organization responsible for the Games.

All persons traveling on behalf of SWSA will abide by the Policies & Procedures of SWSA and any partner sponsoring sport organization. They will demonstrate respectful behavior at all times; will work in cooperation with others to ensure the safety and well-being of all; and will represent themselves and the team as good will ambassadors.

2.4.2 Travel & Registration Costs

Providing it is within SWSA's capacity to do so, travel costs and registration fees will be absorbed by SWSA for named individuals and/or team members for participation at Provincial, Regional, or National events and/or competitions (excluding multi-sport games). Participants are expected to cover other associated costs. The Board of SWSA retains the authority to determine and approve travel based on the most cost-effective mode of transportation.

	SWSA	Participant
Travel	Cost of economy flight, or reimbursement for vehicular transportation (at current /km rate) not to exceed cost of economy flight	
Registration	Registration fees	
Accommodation		Cost of accommodation
Meals		Cost of meals

2.4.3 Assessment Fees

Assessment fees, as determined by the Executive Director, will be charged to individuals / teams if accommodation costs are included in registration fees, or for required team ground transportation. Any assessment fees will be communicated by the Executive Director to the respective coach, who will then communicate with the selected athletes.

Once the Executive Director has established the Assessment Fee, it is the responsibility of the respective Coach to collect the fee from the athlete attending the event, and to submit the full amount to the Executive Director prior to departure for competition. Unless prior arrangements have been made with the SWSA office, an athlete will not be allowed to travel with the team if they do not remit their fees to coach in advance of departure.

2.4.4 Financial Assistance

Requests for financial assistance from individual athletes may be submitted (in writing) to the SWSA Board. Consideration will be given to assistance (in part or in whole) on a case-by-case basis, and subject to SWSA capacity.

2.4.5 Travel & Accommodation Arrangements

a) Travel

- i. All flight travel arrangements shall be made by SWSA, or a travel agency selected by SWSA
- ii. Flight itineraries will be provided to named participants as far in advance of the event as possible
- iii. Changes to travel not authorized by SWSA, or cancellation (including illness) after a ticket has been issued which results in financial charges (cancellation/change fees or cost of ticket), will be the responsibility of the person travelling and they will be invoiced by SWSA accordingly
- iv. SWSA will be responsible for ensuring effective communication to participants and to others involved in the travel process (flight itinerary, carry-on or baggage, sport wheelchair equipment needs, medical supplies, etc.)
- v. Arrangements for team ground transportation for regional or national competitions (i.e., van rentals) will be made by the Executive Director with costs being included in the team assessment fee
- vi. Arrangements for personal ground transportation (km reimbursement based on reasonable carpooling efforts)
- vii. Special circumstances may be made if SWSA pays for registration (including accommodation) if regional or national competition is within driving distance

b) Accommodation

- i. Arrangements for accommodation (those not included in registration) are made by the Executive Director upon receiving a rooming list from the Coach. Athletes are responsible to pay the hotel directly.
- ii. Arrangements for accommodation (included in registration), are made by the Executive Director upon receiving a rooming list from the Coach. Athletes are responsible to remit the Assessment Fee to the assigned coach in advance of departure for competition.

2.4.6 Medical Fitness

Athletes must be medically fit to participate at tournaments or competitions, or they may be returned home at their own expense. SWSA may decide to recover expenses incurred to bring the athlete home from the tournament or competition.

2.4.7 Caregivers

Should an athlete be unable to travel independently, they would be required to provide their own caregiver. Related travel expenses are the responsibility of the individual.

2.4.8 Provincial Team Guidelines

- a) Teams will travel together whenever possible
- b) Team contingents from around the Province will stage in a central location and depart so arrival at the competition site will provide sufficient time to join the team before the competition begins
- c) Where athletes representing Saskatchewan or SWSA are traveling to multi-sport games (i.e., Canada Games), the travel policies & procedures of the governing agency will prevail

- d) Team staff (i.e., coaches, managers) will accompany athletes on flights to/from competition sites whenever possible
- e) Team staff or athletes wishing to depart independent of the team itinerary will require prior written approval from SWSA and will be responsible for any additional costs incurred
- f) Junior age athletes will return home with the team unless accompanied by a parent or legal guardian. Junior age athletes wishing to depart independent of the team itinerary, will require prior written approval from SWSA and will be responsible for any additional costs incurred
- g) Team staff will not be responsible for any arrangements or transfers required for personal travel
- h) Visitors wishing to attend competitions will be responsible for their own travel arrangements and costs. Visitors are not part of the team contingent and must ensure their own accommodation. Meals and local transportation arrangements are separate from the team.

2.4.9 Classifications

Athlete classification certification will be conducted at National competitions, with Classification Cards being held by the respective National Sport Organization responsible. These classifications will also be applied for competitions at the Provincial or Regional level:

- a) Basketball - Wheelchair Basketball Canada
- b) Rugby - Wheelchair Rugby Canada

2.4.10 Responsibilities of Volunteer Team Coach/Manager/Staff

- a) The volunteer team coach/manager/staff represent SWSA in demonstrating effective leadership at all times. They are expected to ensure the athlete/team is well prepared in advance and to communicate effectively with SWSA, the athlete/team, and the organizing committee in charge of the event. They ensure any issues or problems are addressed effectively and in a timely way, consulting SWSA or others as appropriate.
- b) The following is representative of the role and responsibilities of volunteers traveling with an athlete/team. Where two or more volunteers are assigned, SWSA will ensure role clarity. Expectations may include:
 - i. Check that assessment fees have been collected and remitted to SWSA prior to travel
 - ii. Check arrangements have been finalized for all required travel, accommodation, and equipment
 - iii. Ensure athletes are medically fit to participate, and their well-being and safety is ensured at all times
 - iv. Ensure coordination, functioning and cooperation of the team as a whole
 - v. Act as a chaperone for all athletes under their care when so required
 - vi. Ensure all required forms have been completed and submitted according to SWSA Policy and/or the host organization
 - vii. Ensure optimal training/competition environment
 - viii. Responsible for athlete/team conduct
 - ix. Ensure an understanding of the classification system and ensure classification rules, and equipment rules, are followed
 - x. Ensure athletes/team are aware of the rules of competition, and the rules and regulations of the Organizing Committee
 - xi. Coordinate and schedule training program and practices
 - xii. Be present for training/competition
 - xiii. Chart individual and team performances and include in final report
 - xiv. Attend all meetings at competition or delegate someone to attend when other responsibilities interfere with attendance

- xv. Call and lead athlete/team/staff meetings
- xvi. Abide by codes of conduct, rules and regulations, and demonstrate professional and ethical behavior at all times
- xvii. Mediate differences between and among team or staff members should such arise
- xviii. Enforce SWSA Codes of Conduct, Policies and Procedures
- xix. Retain the authority to apply discipline at a training camp competition as the situation warrants
- xx. Communicate any problems or disciplinary issues to SWSA as quickly as possible
- xxi. Complete and submit the SWSA 'Incident Report Form' to the SWSA office immediately upon any situation that warrants reporting (accident, discipline, etc.)
- xxii. Represent SWSA as a good will ambassador
- xxiii. Submit a detailed report, including results, to the SWSA office within 14 calendar days of completion of the event/competition

3.0 COACHES, OFFICIALS & JUDGES

3.1 RESPECT IN SPORT

SWSA endorses the National 'Respect in Sport' Program and encourages all officials, judges, and sport leaders to access the online 'Respect in Sport' program. Additionally, the Respect in Sport (RiS) for Coaches on-line training program is a required training program for all registered coaches of Provincial Sport Organizations in Saskatchewan. Training can be accessed via the Sask Sport Website.

3.1.1 Saskatchewan - Respect in Sport (RiS) Policy

- a) Purpose
 - i. The Association is committed to creating a sport environment in which all individuals are treated with respect and dignity. Coaches have a responsibility to create a sporting environment that is free of harassment, abuse, bullying and neglect.
 - ii. The Association requires that all coaches participating in Wheelchair Sports have completed the online 'Respect in Sport' (RiS) certification (or equivalency), as required by Sask Sport.
- b) Scope, Application and Completion Deadline
 - i. The policy applies to all coaches registered or named on an official sport roster under the membership jurisdiction of the Association.
 - ii. Coaches not holding valid certification will be immediately required to complete the RiS certification training or training equivalency (i.e., able hockey certification includes RiS).
 - iii. The Association is responsible for setting out the communication strategy specific to the certification requirements and deadline.
- c) Enforcement
 - i. Any coach not having RiS certification (or equivalency) as required will be removed as a coach until such time the course is completed.
 - ii. Non-compliance with this policy may result in further discipline as determined by the Board of Directors or in accordance with the Association's policy.
- d) RiS Administration

The Executive Director of the SWSA will have administrative access to the RiS database to oversee functions such as report generation and monitoring.

3.2 COACHES CODE OF CONDUCT

- a) In addition to SWSA's General Code of Conduct (Policy 1.5), coaches designated to conduct sport camps or training, or to coach at a competition, will have a responsibility to:
- i. Complete Sask Sport's Respect in Sport (RiS)
 - ii. Adhere to the Coaching Association of Canada (CAC) Coaching Code of Ethics and the Canadian Centre for Ethics in Sport (CCES) rules, regulations, policies and Code of Conduct
 - iii. Ensure the safety of athletes including correct and proper equipment, coaching methodologies that are age and ability appropriate, appropriate coach/athlete ratios, and controls in place for monitoring and addressing safety at all times
 - iv. Ensure athletes are educated about the danger of drugs and performance enhancing substances
 - v. Cooperate with medical practitioners regarding the diagnosis, treatment, and management of athletes
 - vi. Communicate effectively with all athlete team members (parents, guardians, other coaches, etc.) to ensure the health of, and to support and encourage an athlete's goals and aspirations, regardless of the level of participation
- b) The coach-athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the athlete. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, consciously or unconsciously. Coaches will:
- i. Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the involved athletes
 - ii. Prepare athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm athletes
 - iii. Avoid compromising the present and future health of athletes by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of athletes' medical and psychological treatments
 - iv. Accept and promote athletes' personal goals and refer athletes to other coaches and sports specialists as appropriate
 - v. Support the coaching staff of a training camp, provincial team, or national team; should an athlete qualify for participation with one of these programs
 - vi. Provide athletes (and the parents/guardians of minor athletes) with the information necessary to be involved in the decisions that affect the athlete
 - vii. Act in the best interest of the athlete's development as a whole person
 - viii. Comply with the Association's Screening Policy (Policy 1.20)
 - ix. Report to the Association any ongoing criminal investigation, conviction, or existing bail conditions, including those for violence, child pornography, or possession, use, or sale of any illegal substance
 - x. Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or performance-enhancing substances and, in the case of minors, alcohol and/or tobacco
 - xi. Respect athletes playing with other teams and, in dealings with them, not encroach upon topics or actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the coaches who are responsible for the athletes
 - xii. Dress professionally, neatly, and inoffensively
 - xiii. Use inclusive language, taking into account the audience being addressed

- xiv. Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights
- xv. Not engage in a sexual relationship with an athlete under 18 years old, or an intimate or sexual relationship with an athlete over the age of 18 if the coach is in a position of power, trust, or authority over the athlete
- xvi. Refrain from using their power or authority to coerce another person to engage in or tolerate sexual or harmful activities.
- xvii. Refrain from conduct that causes physical or emotional harm to Individuals
- xviii. Prevent the use of power or authority in an attempt, successful or not, to coerce another person to engage in or tolerate sexual activity.

3.3 OFFICIALS & JUDGES CODE OF CONDUCT

In addition to SWSA's General Code of Conduct (Policy 1.5), officials involved in SWSA programs or events will have a responsibility to:

- a) Maintain and update their knowledge of the rules and rules changes
- b) Work within the boundaries of their position's description while supporting the work of other officials
- c) Act as an ambassador of the Association by agreeing to enforce and abide by national and provincial rules and regulations
- d) Take ownership of actions and decisions made while officiating
- e) Respect the rights, dignity, and worth of all individuals
- f) Not publicly criticize other officials or any club or the Association
- g) Act openly, impartially, professionally, lawfully, and in good faith
- h) Be fair, equitable, considerate, independent, honest, and impartial in all dealings
- i) Respect the confidentiality required by issues of a sensitive nature, which may include ejections, defaults, forfeits, discipline processes, appeals, and specific information or data about Individuals
- j) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform the assignor or the Association at the earliest possible time
- k) When writing reports, set out the true facts
- l) Dress in proper attire for officiating

3.4 TRAINING & DEVELOPMENT

Coaches, judges, and officials are provided with opportunities for education, certification, and professional development. Clinics and training may be offered by SWSA (wheelchair rugby and basketball) and / or Provincial or National sport partners. Authorization for Certification will be through the appropriate certifying body.

Funding will be provided on a case-by-case basis, subject to SWSA capacity.

4.0 FINANCIAL POLICIES

4.1 EQUIPMENT LOAN POLICY

Reference Operational Policy 1.12.

4.2 EXPENSES

4.2.1 Introduction

All reasonable expenses incurred by SWSA delegates (i.e., SWSA Board Directors, employees, team staff and volunteers), will be reimbursed in accordance with current Sask Sport rates and guidelines and as approved by the SWSA Board. Reference Operational Policy 2.4 for athlete and team travel.

Travel to/from meetings or events	Personal vehicle (rate/km) up to maximum economy airfare Economy airfare, bus, train, taxi, parking
Group transportation	Ground transportation Bus, airport shuttles, taxi, parking
Accommodation	Room charges & taxes (based on shared accommodation where feasible)
Per diem	In Province – meal per diem or meal receipted expenses Out of province – meal per diem or meal receipted expenses
Other expenses	Conference, course fees, registration, certification fees Purchase of materials, clothing

4.2.2 Expense Advances

Under certain circumstances, the Executive Director or Vice-President Finance may provide expense advances, subject to approval.

4.2.3 Expense Claims

Claims, using SWSA designated expense claim form are to be submitted to the SWSA office as soon as possible following the activity, but in no instance, later than one month following the activity. Claims submitted after this date will not be considered. Original receipts must accompany claims.

4.3 FUNDRAISING AND DONATIONS

4.3.1 Introduction

The purpose of this policy is to ensure that any agreement is in keeping with the Mission, Objectives, and Values of SWSA.

4.3.2 Guidelines

- a) The Executive Director will maintain an overview of all fundraising and donation activity to ensure a coordinated effort and one that avoids duplication. They will assist in developing and implementing a marketing plan to support the programs and financial needs of the Association.
- b) Any representative negotiating corporate sponsorship on behalf of SWSA must have prior Board approval. Signing authority is subject to Board Financial Policy.
- c) The Board will provide direction for the allocation of corporate sponsorship within the overall budget, subject to the provisions of the Sponsorship Agreement
- d) Provincial and National Corporations (branch offices) will not be approached by SWSA members (individuals or clubs) without prior consultation and approval from the Board or Executive Director of SWSA
- e) National and International Corporations must not be approached by SWSA without prior consultation and received approval from the NSO Executive Director and / or CEO
- f) SWSA will maximize recognition of corporate sponsorship

4.3.3 General

Fundraising is important in order to support the programs and services provided by SWSA, and to ensure SWSA financial health. Funds may be received from a variety of donors, granting agencies, corporations, foundations, community associations, and service groups:

- a) SWSA staff are responsible for:
 - i. Sask Sport funding applications, assessments, and grants
 - ii. Grants from other sources
 - iii. Partnerships – local, provincial, regional, national
- b) Corporate sponsorship is the responsibility of the SWSA Board. Sponsorship packages will be developed based on the project/fundraising purpose.
- c) Foundations are the responsibility of the Board. The Board will annually identify potential Foundations based on a match of Foundations to the profile of SWSA
- d) Community associations and local businesses are the responsibility of event organizing committees (i.e., hosting championships, awards banquet).

4.3.4 Athlete Personal Fundraising

- a) Provincial level athletes who undertake personal fundraising / revenue generation efforts are to notify SWSA, in writing, of their plans and intent, in advance. SWSA will review the proposal, offer recommendations, and provide a written response regarding approval to the athlete.
- b) Athletes represent both themselves and SWSA when doing fundraising. SWSA can support athletes in their efforts by supplying them with promotional material that educates, supports their efforts, and provides credibility. This material consists of an athlete profile, history of wheelchair sports, sports brief and generic SWSA information.
- c) It is important that all athletes recognize that they are representing themselves, their sport, their provincial association and the provincial organization when undertaking fundraising campaigns. The more prepared and professional they are in their approach, the better chance they have of raising funds and promoting wheelchair sports.

4.3.5 Donations

- a) Direct Donations
SWSA is dedicated to assisting and providing opportunities for persons with a disability to lead an active lifestyle through the benefits of sport and fitness. We invite donations in order to continue programs and provide new and future members with better access to sport and recreational opportunities. Donation opportunities administered through the National Sport Trust Fund can be found by on the SWSA Website. Affiliated Member Clubs wishing to fundraise or provide a tax receipt for donors, need to contact the Executive Director for applicable applications and paperwork.
- b) Clayton Gerein Legacy Fund
In honour of Clayton Gerein, SWSA has established the 'Clayton Gerein Legacy Fund' for the purposes of providing financial assistance to future Paralympians involved in wheelchair sports. Assistance will help athletes following in Clayton's athletic tracks to attain equipment, training, coaching, and competition needs. Clayton's legacy is much bigger than just these funds. He introduced sport to many people with a physical disability and helped jump-start the athletic careers of several local athletes.

The Clayton Gerein Legacy Fund is overseen by an Advisory Committee selected by the Board. The Terms of Reference apply regarding Committee structure and responsibilities.

Donations to the Clayton Gerein Legacy Fund may be made via the Sask Sport Legacy Fund.

4.4 GRANTS

4.4.1 Sask Sport Adaptive Sport Grants - General

There are numerous grant opportunities for clubs and individual members affiliated with SWSA. Sask Sport provides two grants to assist clubs and individuals:

- a) The Adaptive Sport Equipment Grant will assist in the purchase of adapted equipment approved for disabled sport participation / competition.
- b) The Adaptive Sport Club Development Grant is designed to support new developmental programs in communities or the expansion / enhancement of existing programs.

Sask Sport Adaptive Sport Grants – Eligibility

- a) To be eligible for these grants, clubs and individual members must be affiliated with SWSA. Deadlines are April 1st and October 1st of each year. Information, guidelines, and application forms can be found at on the SWSA Website as well as the Sask Sport Website.
- b) In order for the completed Application and Agreement to be considered by Sask Sport, it must first be forwarded to the SWSA office at least fifteen days prior to the deadline for review and signing indicating SWSA's support for the project. SWSA will subsequently forward the Application and Agreement to Sask Sport for their consideration.

4.4.2 Sask Sport Membership Assistance Program (MAP) Grant

a) Introduction

- i. The purpose of the Membership Assistance Program (MAP) Grant is to provide financial assistance to SWSA registered affiliated clubs so they may operate programs that will encourage and promote community and club level sport development in their local area. Development of these programs and services will increase membership in SWSA and the local Member organizations. MAP funding is received from the Sask Lotteries Trust Fund for Sport, Culture and Recreation and is derived from the sale of lottery tickets in Saskatchewan.
- ii. For purposes of this Grant, Sask Sport defines a registered member as an active individual, or member of a team or club, who has paid an annual fee to be a member of SWSA.

b) Communication

SWSA will inform its membership of the MAP Grant Program via the SWSA Website, electronic mail out of guidelines and applications forms to clubs, and information in the SWSA Newsletter.

c) Eligibility for Funding

Funds will be made available to clubs providing:

- Members are in good standing with SWSA
- Clubs have three (3) or more registered members. A registered member is defined as an individual, or member of a team or club, who has paid an annual fee to be a member of SWSA. The Association retains the right to review and approve club affiliation.
- Membership fees are paid in full and on time
- The club provides a list of all registered club members to SWSA by November 15th of the year in which application is being made
- Clubs must publicly acknowledge the financial support received from Sask Lotteries and SWSA
- Clubs are not eligible to receive MAP funding in their first year of operation. Therefore, Clubs must have been a SWSA Affiliate Club for at least one year in order to apply for and be considered for MAP funding.

d) Eligible Expenses

Eligible expenses must be incurred in Province. Eligible expenses for which MAP funds can be used may include, but are not limited to, the following:

- Training expenses
- Junior and Women's development
- Coaching development
- Competitions
- Talent identification
- Special initiatives

e) Ineligible Expenses

Ineligible expenses for which MAP funds cannot be used include:

- Capital expenditures (i.e., construction, upgrading, maintenance or facility operating costs)
- Expenditures for which another grant funding has been provided ~~used~~ (regardless of source of grant)
- Out of Province travel and expenses
- Cash prizes
- A social event (i.e., b-b-q, lunch, etc.)
- Alcoholic beverages

- Other expenses deemed as ineligible as identified by SWSA

f) Application Process

- i. MAP Application and Spending Plan forms can be accessed via the SWSA Website
- ii. Completed applications must be received in the SWSA office by December 31
- iii. Completed Application forms and MAP Spending Plans must be signed by the club President (or designate) and mailed or submitted electronically to the SWSA office
- iv. Late or improperly completed requests will be returned to the applicant (clubs are expected to contact the SWSA office to discuss any extenuating circumstances)
- v. Club membership numbers will be determined by the number of active memberships paid to SWSA by December 31 of each year
- vi. Each club requesting MAP funding should be able to demonstrate some self-help revenue toward the funding of the project

g) Approval Process

- i. Final review and any approval regarding the allocation of a MAP grant, and any MAP funding amount, rests with the SWSA Board
- ii. Final MAP funding amounts will be based on a predetermined base amount that all applicants may receive, and a formula calculation amount based on:
 - The number of member clubs applying for MAP funding
 - The total number of individual members registered with SWSA in each club
 - The number of certified coaches working with athletes in a club
 - Other priority areas that have been identified by SWSA
- iii. All applicants will be notified of the results of the application review and the total MAP amounts that may be approved for their club

h) Payment Process

- i. Approved MAP payments will be made to eligible Clubs after May 15th
- ii. Approved grants will be paid to Clubs with the understanding that funds are to be used for the purposes outlined in the MAP Application and Spending Plan

- i) Follow-up Process
- i. Follow-up reports are required to be submitted to the SWSA office within 90 days of completion of the project, but in all cases, no later than June 30th
 - ii. Once the grant funds are used, a follow-up report accompanied with receipts (originals or clear photocopies) and duly signed by the Club authorized person, must be submitted to the SWSA office no later than June 30th of each year. Acceptable receipts must include, at a minimum:
 - Name of the recipient (person or business) of the funds
 - A description of the goods or services provided
 - Date the goods/services were purchased (required to be in the same year for which the MAP grant was provided)
 - Third party verification (such as a supplier logo or signature of the recipient)
- j) Unused Funds
- i. Any unused MAP funds by clubs will result in a requirement to return those funds to SWSA
 - ii. An excess of MAP revenue over expenditures will be reallocated to other SWSA MAP approved clubs which have additional program expenditures (substantiated by receipts)
 - iii. Should the funds not be spent by June 30th of each fiscal year, SWSA will return the funds to the Sask Lotteries Fund
- k) Base MAP Amounts
- i. The SWSA Board determines base MAP funding amounts annually. Presently, affiliated clubs may apply for the following base MAP funding amounts in their MAP Spending Plan:
 - \$500.00 for an affiliated club
- l) MAP Timelines Summary

Timeline	Description
December 31	Affiliated clubs provide list of all registered members to SWSA
December 31	Completed MAP Application, accompanied with Spending Plan, submitted to the SWSA Office
Prior to May 15	SWSA reviews Applications to determine eligibility
After May 15	SWSA provides funding to eligible clubs based on the MAP formula
No later than June 30	Clubs submit follow-up report, accompanied with eligible receipts, to the SWSA Office

5.0 APPENDICES

5.1 "APPENDIX A" – CASE MANAGER POSITION DESCRIPTION

5.1.1 Purpose

In some of its policies, the Association requires the appointment of a Case Manager. This Position Description outlines the role, identity, responsibilities and tasks of the Case Manager.

5.1.2 Policies

The following Policies require the appointment of a Case Manager:

- a) Discipline and Complaints
- b) Appeal
- c) Alternate Dispute Resolution Policy

5.1.3 Identity

- a) The Case Manager, whether or not appointed by the Association at their sole discretion, should be experienced with the management of disputes in an unbiased manner. The individual should not be connected in any way to the issue being disputed (and/or the outcome of the dispute) but does not necessarily need to be an independent third-party not connected with the Association – though the guaranteed independence and neutrality of a third-party is preferred. The individual does not need to be a Member of the Association.
- b) The Case Manager's identity does not need to be approved by any of the parties involved in the dispute, excluding the Association.

5.1.4 Discretion - Complaints

When a complaint is filed, the Case Manager is required to:

- a) Determine whether the complaint is frivolous and within the jurisdiction of the Discipline and Complaints Policy
- b) Propose the use of the Association's Alternate Dispute Resolution Policy
- c) Appoint the Panel, if necessary
- d) Coordinate all administrative aspects and set timelines
- e) Provide administrative assistance and logistical support to the Panel as required
- f) Provide any other service or support that may be necessary to ensure a fair and timely proceeding

5.1.5 Discretion - Appeals

- a) When an appeal is filed, the Case Manager is required to:
 - i. Propose the use of the Association's Alternate Dispute Resolution Policy
 - ii. Determine if the appeal falls under the scope of the Appeal Policy
 - iii. Determine if the appeal was submitted in a timely manner
 - iv. Decide whether there are sufficient grounds for the appeal
 - v. Appoint the Panel, if necessary
 - vi. Coordinate all administrative aspects and set timelines
 - vii. Provide administrative assistance and logistical support to the Panel as required
 - viii. Provide any other service or support that may be necessary to ensure a fair and timely proceeding
- b) When determining if there are sufficient grounds for appeal, the Case Manager is not acting as the Panel and determining the merits of the appeal, but instead determining whether the Appellant has properly shown that an error, as described in the Appeal Policy, has been properly argued. The Case Manager will need to carefully consult the Association's policies and procedures, and analyze the process that contributed to the decision, to determine whether there are appropriate grounds.

5.1.6 Discretion - Alternate Dispute Resolution

When the parties agree to the jurisdiction of the Alternate Dispute Resolution Policy, the Case Manager maybe required to:

- a) Appoint the mediator or facilitator
- b) Coordinate all administrative aspects and set timelines
- c) Provide administrative assistance and logistical support to the mediator or facilitator as required

5.1.7 Hearing Format - Discretion

- a) If necessary, the Case Manager is required to exercise their discretion to determine the format of the hearing. Hearings typically take the following forms:
 - i. In person
 - ii. Conference call
 - iii. Written submissions
 - iv. Conference call + written submissions
- b) In determining the format of the hearing, the Case Manager should consider:
 - i. The distance between the parties
 - ii. The animosity between the parties
 - iii. The time commitment and location of the Panel
 - iv. The timelines for a decision
 - v. The language barriers between the parties
 - vi. The gravity of the complaint/appeal

Panel Appointment

- a) The Case Manager is required to appoint a Panel of one person, or three in extraordinary circumstances, to decide the issue. The individual(s) should have the following characteristics:
 - i. Experience in dispute resolution
 - ii. Experience with sport disputes
 - iii. No connection to either party
 - iv. Preferably no connection with the Parties
 - v. Decisive
- b) The Case Manager should remind the Panel to adhere to the powers given to the Panel by the applicable policy. For example, if the policy does not permit the Panel to suspend the respondent indefinitely, then the Panel cannot sanction the respondent in this manner.

5.1.8 Communication

- a) Especially when the hearing is to be held by written submissions, the Case Manager is required to communicate swiftly, clearly, and decisively with each party. The parties must adhere to the deadlines set by the Case Manager or by the applicable policy and the process must move forward even if a party misses a deadline.
- b) When coordinating an oral hearing, the Case Manager should first consider the schedule of the Panel, then the schedule of the complainant, and then the schedule of the respondent in an attempt to find a suitable time for everyone.

5.1.9 Suggested Procedure

The Case Manager may implement the following procedure to facilitate the Discipline and Complaints Policy or the Appeal Policy:

- a) Receive the written complaint or appeal
- b) Communicate with the Complainant / Appellant that you have been appointed the Case Manager and that their complaint/appeal will be disclosed to the Respondent and Panel. Also determine if there is additional evidence or written submissions to follow, if so, provide a deadline for receipt. (After this step, the Complainant/Appellant may not have another opportunity to make additional submissions or provide evidence, unless determined otherwise by the Panel)
- c) Determine whether the complaint is within the jurisdiction of the applicable Policy.
- d) Notify the Respondent that you are the Case Manager and are in receipt of a complaint/appeal. Communicate to the Respondent that any submissions will be provided to the Complainant / Appellant and Panel. Provide the Respondent with a reasonable timeframe to submit their response document and any applicable evidence. (After this step, the Respondent may not have another opportunity to make additional submissions or provide evidence, unless determined otherwise by the Panel).
- e) The Case Manager may wish to provide the Complainant / Appellant to submit a rebuttal, but the rebuttal must be limited to issues raised by the Respondent and is not an opportunity to provide new evidence. The Panel may exclude such new evidence.
- f) Appoint the Panel
- g) Conduct a hearing either via written documentation, teleconference, in – person, or a combination of these techniques.
- h) Ensure the Panel renders a written decision within a prescribed timeline.

5.2 "APPENDIX B" - PRIVACY POLICY

5.2.1 Principle 1 - Accountability

An organization is responsible for personal information under its control and shall designate an individual or individuals who are accountable for the organization's compliance with the following principles.

5.2.2 Principle 2 - Identifying Purposes

The purposes for which personal information is collected shall be identified by the organization at or before the time the information is collected.

5.2.3 Principle 3 - Consent

The knowledge and consent of the individual are required for the collection, use, or disclosure of personal information, except where inappropriate.

5.2.4 Principle 4 - Limiting Collection

The collection of personal information shall be limited to that which is necessary for the purposes identified by the organization. Information shall be collected by fair and lawful means.

5.2.5 Principle 5 - Limiting Use, Disclosure, and Retention

Personal information shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law. Personal information shall be retained only as long as necessary for the fulfillment of those purposes.

5.2.6 Principle 6 - Accuracy

Personal information shall be as accurate, complete, and up to date as is necessary for the purposes for which it is to be used.

5.2.7 Principle 7 - Safeguards

Security safeguards appropriate to the sensitivity of the information shall protect personal information.

5.2.8 Principle 8 - Openness

An organization shall make readily available to individuals, specific information about its policies and practices relating to the management of personal information.

5.2.9 Principle 9 - Individual Access

Upon request, an individual shall be informed of the existence, use, and disclosure of his or her personal information and shall be given access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

5.2.10 Principle 10 - Challenging Compliance

An individual shall be able to address a challenge concerning compliance with the above principles to the designated individual or individuals accountable for the organization's compliance.