**NORTHWEST TERRITORIES AMATEUR SPEED SKATING ASSOCIATION (Speed Skating NWT)**

**POLICY MANUAL – SPORT INTEGRITY POLICY SUITE**


| | |
|---|---|
| Statement on Safe Sport | 4 |
| Definitions | 6 |
| Code of Conduct and Ethics | 12 |
| Appendix A – UCCMS | 22 |
| Athlete Protection Policy | 23 |
| Appendix A – Photo and Video Consent Form | 28 |
| Sport Integrity and Complaints Policy | 29 |
| Appendix A – Investigation Procedure | 48 |
| Appendix B – Publication Guidelines | 51 |
| Appeal Policy | 53 |
| Social Media Policy | 59 |
| Screening Policy | 64 |
| Appendix A – Screening Requirements Matrix | 71 |
| Appendix B – Application Form | 73 |
| Appendix C – Screening Disclosure Form | 74 |
| Appendix D – Screening Renewal Form | 77 |
| Appendix E – Volunteer Orientation and Training | 78 |
| Acknowledgment Form | 78 |
| Appendix F – Request for Vulnerable Sector Check | 79 |
| Privacy Policy | 80 |
| Whistleblower Policy | 89 |
| Reciprocation Policy | 94 |
| Sanctioned Event Discipline Procedure | 96 |
| Diversity, Equity, and Inclusion Policy | 99 |
| Concussion Policy and Code | 102 |
| Appendix A – Concussion Code of Conduct | 112 |
| Appendix B – Concussion Recognition Tool 6 (CRT6) | 116 |
| Appendix C – Sport Concussion Pathway | 118 |
| Appendix D – Key Points from CISG Recommendations | 119 |
| Appendix E – Form Template for Members to Track Injury Incidents | 121 |

Abuse Policy 122
Risk Management Policy 131
Athlete Protection Guidelines 138
Executive Limitations Policy 143
Governance Policy 146
Athlete & Coach Selection Policy 153
Team NT Skinsuit Policy 163
Travel Funding Policy 163
Conflict of Interest Policy 170
Trans Inclusion Policy 174
Travel Policy 179
Appendix A - Travel Consent Form 183
Confidentiality Policy 184
Appendix A – Decision Disclosure Letter (Complaint) 187
Membership Policy 188
Registration Form 192
Sanctioning Policy 196
Definitions 196
Financial Policy 200
Human Resources Policy 204
Records Retention Policy 215

| Policy Title | Date of Last Review |
|---|---|
| Statement on Safe Sport | June 15, 2026 |
| Definitions | June15, 2026 |
| Code of Conduct and Ethics | June 15, 2026 |
| Athlete Protection | June 15, 2026 |
| Sport Integrity and Complaints | June 15, 2026 |
| Appeal | June 15, 2026 |
| Social Media | June 15, 2026 |
| Screening | June 15, 2026 |
| Privacy | June 15, 2026 |
| Whistleblower | June 15, 2026 |
| Reciprocation | June 15, 2026 |
| Sanctioned Event Discipline Procedure | June 15, 2026 |
| Diversity, Equity, and Inclusion | June 15, 2026 |
| Concussion Policy & Code | June 15, 2026 |
| Abuse | June 15, 2026 |
| Risk Management | June 15, 2026 |
| Athlete Protection Guidelines | June 15, 2026 |
| Executive Limitations | June 15, 2026 |
| Governance | June 15, 2026 |
| Athlete & Coach Selection | June 15, 2026 |
| Team NT Skinsuit | June 15, 2026 |
| Travel Funding | September 14, 2026 |
| Conflict of Interest | June 15, 2026 |
| Trans Inclusion | June 15, 2026 |
| Travel | October 27, 2026 |
| Confidentiality | June 15, 2026 |
| Membership | October 27, 2026 |
| Sanctioning | June 15, 2026 |
| Financial | June 15, 2026 |
| Human Resources | June 15, 2026 |
| Records Retention | June 15, 2026 |

## STATEMENT ON SAFE SPORT

Northwest Territories Amateur Speed Skating Association ("NWTASSA") has a fundamental obligation and responsibility to protect the health, safety and physical and mental well-being of every individual that is involved in the speed skating community.

NWTASSA takes situations involving misconduct or *Prohibited Behaviour* very seriously. For this reason, NWTASSA is committed to enacting and enforcing strong, clear, and effective policies and processes for preventing and addressing all forms of misconduct or *Prohibited Behaviour*.

NWTASSA's policies are intended to promote a safe sport environment in a manner that allows for consistent, immediate, appropriate, and meaningful action should any issues arise. They are also intended to prevent issues from arising in the first place by communicating expected standards of behaviour.

To this end, NWTASSA has adopted the *Universal Code of Conduct to Prevent and Address Maltreatment in Sport* as part of its conduct standard.

Should anyone wish to report an incident or concern about misconduct or *Prohibited Behaviour* by anyone associated with NWTASSA, including, but not limited to, *Athletes*, participants, coaches, officials, volunteers, and parents/guardians of *Athletes*, they may do so through the pathway identified below or through the applicable channels as established by statute.

NWTASSA makes the following commitments to sport environment free from misconduct and *Prohibited Behaviour*:

a) All participants in sport can expect to play, practice, and compete, work, and interact in an environment free from misconduct and *Prohibited Behaviour*.
b) Addressing the causes and consequences of misconduct and *Prohibited Behaviour* is a collective responsibility and requires the deliberate efforts of all participants, broader sport community, sport club administrators and organization leaders.
c) Participants in positions of trust and authority have the general responsibility to protect the health and well-being of all other participants.

d) Adult participants have a specific ethical and statutory duty and the additional responsibility to respond to incidents of misconduct and *Prohibited Behaviour* involving *Minor*s and other vulnerable participants.

e) All participants recognize that misconduct and *Prohibited Behaviour* can occur regardless of age, sex, sexual orientation, gender identity or expression, race, ethnicity, Indigenous status, or level of physical and intellectual disability and their intersections. Moreover, it is recognized that those from traditionally marginalized groups have increased vulnerability to experiences of misconduct and *Prohibited Behaviour*.

f) All participants recognize that individuals who have experienced misconduct and *Prohibited Behaviour* may experience a range of effects that may emerge at different time points and that can profoundly affect their lives.

g) All adults working with children and youth have a duty to prevent or mitigate opportunities for misconduct and *Prohibited Behaviour*.

h) Individuals affiliated with NWTASSA may be required to complete appropriate mandatory training on preventing and addressing *Harassment* and abuse.

i) In recognition of the historic vulnerability to discrimination and violence amongst some groups, which persists today, participants in positions of trust and authority have a duty to incorporate strategies to recognize systemic bias, unconscious bias, and to respond quickly and effectively to discriminatory practices.

## DEFINITIONS

Terms in the *Sport Integrity Policy* Suite are defined as follows:

a) ***Affected Party***[1] – any individual or entity, as determined by the *Appeal Manager*, who may be affected by a decision rendered under the *Appeal Policy* and who may have recourse to an appeal in their own right.

b) ***Alternative Dispute Resolution (ADR)*** – a voluntary and flexible process for addressing disputes outside of formal adjudication, and can include a variety of methods, such as mediation or facilitated conversations. The process may lead to a settlement agreement and is intended to reduce the uncertainty, costs, and other challenges associated with investigations, hearings, and appeals.

c) ***Appeal Manager*** – an individual, who may be any staff member, committee member, volunteer, director, or an independent party, who is appointed to oversee the *Appeal Policy*. The *Appeal Manager* will have responsibilities that include using decision-making authority under the *Appeal Policy*. This individual must not have had any prior involvement with the matter under appeal or have a direct relationship with any of the *Parties*.

d) ***Appellant*** – the *Party* appealing a decision.

e) ***Athlete*** – an individual who is an *Athlete* participant in NWTASSA who is subject to the by-laws and policies of NWTASSA.

f) ***Athlete Support Personnel*** – any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent, or any other person working with, treating, or assisting an *Athlete* participating in or preparing for sports competition with NWTASSA.

g) ***Bullying*** – offensive behaviour and/or abusive treatment of a *Registrant* that typically, but not always, involves an abuse of power.

h) ***Canadian Safe Sport Program*** (*CSSP*) – program created by the *SIC* in accordance with its mandate to independently administer and enforce the *UCCMS* for *CSSP Sport Organizations* as defined in the *CSSP* Rules.

i) ***Code*** – the *Code of Conduct and Ethics*.

j) ***Commercial Activity*** – any particular transaction, act or conduct that is of a commercial character.

[1] Throughout this document, a word or expression in the singular includes the plural, and a word or expression in the plural includes the singular.

k) ***Complainant*** – an individual who makes a report of an incident, or a suspected incident, of alleged *Maltreatment*, *Prohibited Behaviour* or other misconduct that may be a violation of the standards described in NWTASSA's policies, by-laws, rules or regulations, including the *UCCMS*.

l) ***Criminal Record Check (CRC)*** – a search of the RCMP Canadian Police Information Centre (CPIC) system for adult convictions.

m) ***CSSP Consent Form*** – an agreement regarding the administration and enforcement of the *UCCMS* and *CSSP* Rules that must be signed by every *CSSP Participant* subject to the *CSSP* as a condition for participation with the *CSSP Sport Organization*. It is in force at any time (including without limitation, pursuant to consent provided during a previously signed agreement between a signatory to the Abuse-Free Sport Program and the *SDRCC*).

n) ***CSSP Participant*** – an individual affiliated with a *CSSP Sport Organization*, has been defined by the *CSSP* Rules and is therefore subject to the *CSSP* Rules. *CSSP Participants* may include an *Athlete*, a coach, a board member, an official, an *Athlete Support Personnel*, an employee, a *Worker*, an administrator, or a volunteer acting on behalf of, or representing a *CSSP Sport Organization* in any capacity.

o) ***CSSP Sport Organization*** – a national level sport organization that has adopted the *CSSP* and has retained the services of the *SIC* for the *CSSP*.

p) ***Day*** – calendar *Day*.[2]

q) ***Dispute Resolution Officer*** – a panel of one (1) or three (3) people who are appointed by the *Independent Third Party* to decide on complaints that are assessed under Process #2 of the *Sport Integrity and Complaints Policy*.

r) ***Diversity*** – the presence and integration of a variety of individuals with different personal characteristics, particularly *Under-Represented Groups*, in a group or organization.

s) ***Enhanced Police Information Check (E-PIC)*** – a *Criminal Record Check* plus a search of *Local Police Information*.

[2] For the purpose of calculating deadlines, the following shall apply: the day of the act is not included in the calculation (i.e., the date of receipt of a decision is not Day 1); instead, the deadline would start on the day following receipt of the decision and would expire at midnight (in the location of the individual seeking to file an appeal) on the last day of the period. If the end date is a Saturday, a Sunday or a legal holiday, the period runs until the next day that is not a Saturday, a Sunday or a legal holiday. For example, if an individual receives a decision on Thursday December 17, 20XX, the 14-day deadline to appeal this decision starts on Friday December 18, 20XX and would expire on Friday January 1, 20XY. However, since January 1, 20XY, is a legal holiday, January 2, 20XY is a Saturday, and January 3, 20XY is a Sunday, the deadline to appeal would expire at midnight (in the location of the individual seeking to file an appeal) on January 4, 20XY.

t) ***Equity*** – fairness afforded to individuals with diverse personal characteristics regardless of those characteristics.

u) ***Harass* or *Harassment*** – in addition to the definitions under the *UCCMS*, to *Harass* or *Harassment* is a course of vexatious comments or conduct against a *Registrant* or group, which is known or ought reasonably to be known, to be unwelcome. *Harassing* behaviours may also be misconduct. Types of behaviour that constitute *Harassment* include, but are not limited to:

i. written or verbal abuse, threats, or outbursts;
ii. the display of visual material which is offensive or which one ought to know is offensive;
iii. unwelcome remarks, jokes, comments, innuendo, or taunts;
iv. leering or other suggestive or obscene gestures;
v. condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
vi. practical jokes which cause awkwardness or embarrassment, endanger a person's safety, or negatively affect performance;
vii. any form of hazing;
viii. unwanted physical contact, including, but not limited to, touching, petting, pinching, or kissing;
ix. unwelcome sexual flirtations, advances, requests, or invitations;
x. physical or sexual assault;
xi. 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; and/or
xii. retaliation or threats of retaliation against an individual who reports *Harassment*.

v) ***Inclusion*** – acceptance of individuals with diverse personal characteristics into a group or organization regardless of those characteristics.

w) ***Independent Third Party*** – the individual or entity retained by NWTASSA to receive reports and complaints, and to fulfill the identified responsibilities outlined in the *Sport Integrity and Complaints Policy* and *Appeal Policy*, as applicable. This individual must not be in a real or perceived conflict of interest or have a direct relationship with any of the *Parties*.

x) ***Fair Play Officer*** – an individual appointed by NWTASSA or the *Independent Third Party* to decide on complaints that are assessed under the Fair Play Process of the *Sport Integrity and Complaints Policy*. The *Fair Play Officer*

may be a director, head coach, staff member, or other individual affiliated with NWTASSA but must not be in a conflict of interest or have a direct relationship with any of the *Parties*.

y) ***Interpersonal Communication*** – communication that occurs between two or more *Registrants* within a communication medium.

z) ***IP Address*** – a numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.

aa) ***Local Police Information (LPI)*** – additional conviction and selected non-conviction information in national and local police data sources which may be relevant to the position sought.

bb) ***Maltreatment*** – as defined in the *UCCMS*.

cc) ***Member*** – refers to the club *Members* that are admitted as *Members* of NWTASSA per its by-laws.

dd) ***Minor*** – as defined in the *UCCMS*.

ee) ***Minor Athlete*** – an individual who is an *Athlete* Participant in NWTASSA who is subject to the policies of NWTASSA who is under the age of 19 years old.

ff) ***Other Individual Subject to the CSSP*** – an individual who is not defined as a *CSSP Participant* and is otherwise subject to the *CSSP* according to the *CSSP* Rules.

gg) ***Party* or *Parties*** – the individual(s) or entities, including an *Affected Party*, involved in a dispute.

hh) ***Person in Authority*** – any *Registrant* who holds a position of authority within NWTASSA, including, but not limited to, coaches, instructors, officials, managers, *Athlete Support Personnel*, chaperones, committee members, or directors and officers.

ii) ***Personal Information*** – any information about an individual that relates to the person's personal characteristics, including, but not limited to, gender, age, income, home address or phone number, ethnic background, family status, health history, and health conditions.

jj) ***Power Imbalance*** – as defined in the *UCCMS*.

kk) ***Prohibited Behaviour*** – as defined in the *UCCMS*.

ll) ***Provisional Measure*** – means that the *Registrant* is barred on an interim basis from participating in any *Sanctioned Event* or activity of NWTASSA and its *Members* in any capacity, or as otherwise restricted in their ability to participate in sanctioned activities pursuant to the *Sport Integrity* and

Complaints Policy.

mm) ***Public Communication*** – communication that is or was posted publicly, such as on a *Registrant*'s *Social Media* platform.

nn) ***Registrant*** – refers to all categories of *Members* who are natural persons and/or *Registrants* defined in the by-laws of NWTASSA who are subject to the policies, rules and regulations of NWTASSA, as well as all persons employed by, contracted by, or engaged in activities with NWTASSA, including, but not limited to, employees, contractors, *Athletes*, coaches, instructors, officials, volunteers, judges, *Athlete Support Personnel*, managers, administrators, parents or guardians, spectators, committee members, or directors and officers.

oo) ***Representative*** – *Members*, directors, officers, committee members, employees, *Athletes*, coaches, officials, sport assistants, managers, trainers, volunteers, administrators, and contractors within NWTASSA.

pp) ***Respondent*** – the *Party* responding to the complaint or an appeal, as applicable.

qq) ***Responsible Coaching Movement*** – a call to action for sport organizations, parents, and coaches to enact responsible coaching across Canada – on and off the ice (https://coach.ca/responsible-coaching-movement).

rr) ***Sanctioned Event*** – a *Sanctioned Event* sanctioned by NWTASSA or a *Member*, and which may include a social *Sanctioned Event*.

ss) ***SDRCC*** – Sport Dispute Resolution Centre of Canada.

tt) ***Social Media*** – the catch-all term that is applied broadly to new computer-mediated communication media such as, but not limited to, blogs, Bluesky, YouTube, Facebook, Instagram, Threads, Tumblr, TikTok, Snapchat, Reddit and X/Twitter.

uu) ***Sport Integrity Canada*** (*SIC*) – the independent, national, not-for-profit, multi-sport organization with a focus on the integrity issues of safe sport, anti-doping, and competition manipulation, including the *CSSP* for all *CSSP Sport Organizations* at the national level that adopt the *CSSP*.

vv) ***UCCMS*** – *Universal Code of Conduct to prevent and address Maltreatment in Sport*, as amended from time to time.

ww) ***Under-Represented Group*** – includes women, individuals who identify as Black, Indigenous, or people of colour (BIPOC), children in low-income families, seniors, people with disabilities, newcomers to Canada, and members of the 2SLGBTQ+ community.

xx) ***Vulnerable Participant*** or ***Vulnerable Registrant*** – as defined in the *UCCMS*.

yy) ***Vulnerable Sector Check (VSC)*** – a detailed check that includes a search of the RCMP Canadian Police Information Centre (CPIC) system, *Local Police Information*, and the Pardoned Sex Offender database.

zz) ***Worker*** – any person who performs work for NWTASSA, including employees, managers, supervisors, temporary *Workers*, volunteers, student volunteers, part-time *Workers*, the Board of Directors, and independent contractors.

aaa) ***Workplace*** – any place where business or work-related activities are conducted. *Workplaces* include but are not limited to, the registered office(s), work-related social functions, work assignments outside the registered office(s), work-related travel, the training and competition environment, and work-related conferences or training sessions.

bbb) ***Workplace Harassment*** – a course of vexatious comment or conduct against a *Worker* in a *Workplace* that is known or ought reasonably to be known to be unwelcome. *Workplace Harassment* should not be confused with legitimate, reasonable management actions that are part of the normal work/training function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for *Workplace* infractions.

ccc) ***Workplace Violence*** – the use of or threat 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*.

## CODE OF CONDUCT AND ETHICS

*NWTASSA has adopted the UCCMS, as amended from time to time, provided at* ***Appendix A****, which shall be incorporated into the Code by reference as if set out in full herein.*

*Any modifications or amendments made to the UCCMS by the relevant functions of the SIC shall come into effect immediately upon their adoption and automatically without the need for any further action by NWTASSA.*

*It is important to note that the Code applies to all Registrants,* ***but not all Registrants are CSSP Participants*** *and subject to the CSSP under the CSSP Rules.*

**Purpose**

1. The purpose of the *Code* is to ensure a safe and positive environment within the programs, business, activities, and *Sanctioned Events* of NWTASSA by making all *Registrants* aware that there is an expectation, at all times, of appropriate behaviour consistent with NWTASSA's core values, mission, and policies.
2. NWTASSA, its *Members* and its *Registrants* support equal opportunity, prohibit discriminatory practices, and are committed to providing an environment in which all individuals can safely participate in sport and are treated with respect and fairness.

**Application – General**

3. The *Code* applies to any *Registrant's* conduct during the programs, business, activities, and *Sanctioned Events* of NWTASSA, including, but not limited to, competitions, practices, evaluations, treatment, or consultations (e.g., massage therapy), training camps, travel associated with organizational activities, the office environment, and any meetings.
4. The *Code* also applies to *Registrants*' conduct outside of the programs, business, activities, and *Sanctioned Events* of NWTASSA when such conduct adversely affects NWTASSA's relationships (and the work and sport environment) or is detrimental to the image and reputation of NWTASSA. Such applicability will be determined by NWTASSA at its sole discretion.

DRAFT

5. In addition, the *Code* will apply to incidents that occur when the *Registrants* involved interact due to their mutual involvement in the sport or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the *Registrant(s)*.
6. The *Code* applies to *Registrants* active in the sport or who have retired from the sport where any claim regarding a potential breach of the *Code* occurred when the *Registrants* were active in the sport.

**Prohibited Behaviours**

7. All *Registrants* must refrain from any behaviour that constitutes a *Prohibited Behaviour* as defined by the *UCCMS* and the *Code*.
8. *Registrants* are responsible for knowing what actions or behaviours constitute *Prohibited Behaviours* and *Maltreatment*.
9. *Prohibited Behaviours* under the *UCCMS* include, but are not limited to:
    a) Physical Maltreatment
    b) Psychological Maltreatment
    c) Neglect
    d) Sexual Maltreatment
    e) Grooming
    f) Boundary Transgressions
    g) Discrimination
    h) Subjecting to the Risk of Maltreatment
    i) Failing to Report
    j) Aiding and Abetting
    k) Retaliation
    l) Interference with or Manipulation of Process
    m) False Report

10. In addition to the *Prohibited Behaviours* as defined by the *UCCMS*, this *Code* sets out other expected standards of behaviour and conduct for all *Registrants*, and any failure to respect these expected standards of behaviour by a *Registrant*, may constitute a breach of the *Code*. In addition, the following behaviours also constitute breaches of the *Code*:
    a) *Bullying*
    b) *Harassment*
    c) *Workplace Harassment*
    d) *Workplace Violence*

**Responsibilities of all Registrants**

11. All *Registrants* have a responsibility to:

DRAFT

a) refrain from any behaviour that constitutes misconduct under the *Code*, including *Prohibited Behaviour* in the *UCCMS,* as well as misconduct under other conduct policies established by NWTASSA;
b) maintain and enhance the dignity and self-esteem of other *Registrants* by:
    i. treating each other with the highest standards of respect and integrity;
    ii. focusing comments or criticism appropriately and avoiding public criticism of *Athletes*, coaches, officials, organizers, volunteers, employees, or other *Registrants*;
    iii. consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct;
    iv. consistently treating individuals fairly and reasonably; and
    v. ensuring adherence to the rules of the sport and the spirit of those rules.
c) refrain from the use of power or authority to coerce another person to engage in inappropriate activities;
d) refrain from consuming tobacco products, cannabis, or recreational drugs while participating in the programs, activities, competitions, or *Sanctioned Events* of NWTASSA;
e) in the case of *Minors*, not consume alcohol, tobacco, or cannabis at any competition or *Sanctioned Event*;
f) in the case of individuals who are not *Minors*, not consume alcohol or cannabis in the *Workplace* or in any situation associated with the *Sanctioned Events* of NWTASSA (subject to protections under applicable human rights legislation), not consume alcohol or cannabis during training, competitions, or in situations where *Minor*s are present, and take reasonable steps to manage the responsible consumption of alcohol and cannabis in adult-oriented social situations;
g) when driving a vehicle:
    i. have a valid driver's license;
    ii. obey traffic laws;
    iii. not be under the influence of alcohol or illegal drugs or substances;
    iv. have valid car insurance; and
    v. refrain from engaging in any activity that would constitute distracted driving.

DRAFT

h) respect the property of others and not wilfully cause damage;
i) promote sport in the most constructive and positive manner possible;
j) refrain from engaging in deliberate behaviour which is intended to manipulate the outcome of a competition, and/or not offer, receive or refrain from offering or receiving any benefit which is intended to manipulate the outcome of a competition. A benefit includes the direct or indirect receipt of money or anything else of value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages;
k) refrain from engaging in deliberate behaviour which is intended to manipulate the outcome of a para-classification and/or not offer, receive or refrain from offering or receiving any benefit which is intended to manipulate the outcome of a para-classification. A benefit includes the direct or indirect receipt of money or anything else of value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages;
l) adhere to all applicable federal, provincial/territorial, municipal and host country laws; and
m) comply, at all times, with the by-laws, policies, procedures, and rules and regulations of NWTASSA, its *Members* and those of any other sport organization with authority over the *Registrants*, as applicable and as adopted and amended from time to time.

**Directors, Committee Members, and Employees**

12. In addition to section 11 (above), directors, committee members, and employees of NWTASSA have additional responsibilities to:
    a) function primarily as a director, committee member or staff member of NWTASSA (as applicable) and ensure to prioritize their loyalty to NWTASSA (and not to any other organization or group) while acting in this role. Certain obligations of directors, such as confidentiality, continue after the end of a director's or committee member's term;
    b) act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the business and the maintenance of a *Registrant's* confidence;
    c) ensure that financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities;

DRAFT

d) comply with their obligations under the *Screening Policy*, including understanding ongoing expectations under the *Screening Policy* and fully cooperating in the screening process;
e) conduct themselves openly, professionally, lawfully and in good faith;
f) be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism influence their decision-making on behalf of NWTASSA;
g) exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws;
h) maintain required confidentiality of organizational information;
i) commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings; and
j) have a thorough knowledge and understanding of all governance documents.

**Athlete Support Personnel**

13. In addition to section 11 (above), *Athlete Support Personnel* have additional responsibilities.
14. *Athlete Support Personnel* must understand and respect the inherent *Power Imbalance* that exists in this relationship and must not abuse it, either consciously or unconsciously.
15. *Athlete Support Personnel* will:
    a) avoid any behaviour that abuses the *Power Imbalance* inherent in the coaching position of the *Athlete Support Personnel*;
    b) ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the *Athletes*;
    c) 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*;
    d) 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;

DRAFT

e) support the *Athlete Support Personnel* of a training camp, territorial team, or national team should an *Athlete* qualify for participation with one of these programs;
f) comply with all established responsibilities and obligations as set out by the *Athlete Support Personnel's* professional governing association or order, if any;
g) accept and promote *Athletes*' personal goals and refer *Athletes* to other coaches and sport specialists as appropriate;
h) provide *Athletes* (and the parents/guardians of *Minor Athletes*) with the information necessary to be involved in the decisions that affect the *Athlete*;
i) act in the best interest of the *Athlete's* development as a whole person;
j) comply with their obligations under the *Screening Policy*, including understanding ongoing expectations under the *Code* and fully cooperating in the screening process;
k) under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or prohibited substances or prohibited methods and, in the case of *Minors* and *Minor Athletes,* alcohol, cannabis, and/or tobacco;
l) respect competitor *Athletes* and, in dealings with them, not encroach upon topics or take 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*;
m) when a *Power Imbalance* exists, not engage in a sexual or intimate relationship with an *Athlete* of any age;
n) disclose to NWTASSA or the *Member* (as applicable) any sexual or intimate relationship with an *Athlete* over the age of majority and, if requested by NWTASSA, immediately discontinue any coaching involvement with that *Athlete*;
o) avoid compromising the present and future health of *Athletes* by communicating and cooperating with sport science and sport medicine professionals in the diagnosis, treatment, and management of *Athletes*' medical and psychological treatments, including when discussing optimal nutritional strategies or weight control methods for junior-aged *Athletes* and above (19 + years of age). Dieting and other weight control methods are not permitted for *Athletes* 19 years of age and younger;

DRAFT

p) recognize the power inherent in the position of *Athlete Support Personnel* and respect and promote the rights of all *Registrants* 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 *Registrants* who are in a vulnerable or dependent position and less able to protect their own rights; and

q) dress professionally and use appropriate language, considering the audience being addressed (e.g., the age/maturity of the individuals).

**Athletes**

16. In addition to section 11 (above), *Athletes* will have additional responsibilities to:
    a) follow their *Athlete* agreement (if applicable);
    b) report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete;
    c) participate and appear on time and prepared to participate to their best abilities in all competitions, practices, training sessions, and evaluations;
    d) 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;
    e) adhere to any rules and requirements regarding clothing, professionalism, and equipment; and
    f) act in accordance with applicable policies and procedures and, when applicable, additional rules as outlined by *Athlete Support Personnel*.

**Officials**

17. In addition to section 11 (above), officials will have additional responsibilities to:
    a) maintain and update their knowledge of the rules and rules changes;
    b) not publicly criticize *Registrants*;
    c) adhere, at all times, to the rules of their international federation and any other sporting organization that has relevant and applicable authority;
    d) place the safety and welfare of competitors, and the fairness of the competition above all else;

DRAFT

e) strive to provide a fair sporting environment and, at no time, engage in *Maltreatment* or *Prohibited Behaviour* toward any person on the field of play;
f) respect the terms of any agreement that they enter with NWTASSA;
g) work within the boundaries of their position's description while supporting the work of other officials;
h) act as an ambassador of the sport by agreeing to enforce and abide by national and provincial/territorial rules and regulations;
i) take ownership of actions and decisions made while officiating;
j) respect the rights, dignity, and worth of all *Registrants*;
k) act openly, impartially, professionally, lawfully, and in good faith;
l) be fair, equitable, considerate, independent, honest, and impartial in all dealings with others;
m) respect the confidentiality required by issues of a sensitive nature, which may include discipline processes, appeals, and specific information or data about *Registrants*;
n) comply with their obligations under the *Screening Policy*, including understanding ongoing expectations under the *Code* and fully cooperating in the screening process;
o) honour all assignments, unless unable to do so by virtue of illness or personal emergency and, in these cases, inform a supervisor or NWTASSA at the earliest possible time;
p) when writing reports, set out the facts to the best of their knowledge and recollection; and
q) dress in proper attire for officiating.

**Parents/Guardians and Spectators**

18. In addition to section 11 (above), parents/guardians and spectators at *Sanctioned Events* will:
    a) encourage *Athletes* to compete within 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 *Registrant* for making a mistake during a competition or practice;
    d) respect the decisions and judgments of officials and encourage *Athletes* to do the same;

DRAFT

e) support all efforts to remove verbal and physical abuse, coercion, intimidation, and excessive sarcasm;
f) respect and show appreciation to all competitors, and to coaches, officials and other volunteers;
g) never *Harass* *Registrants*, competitors, coaches, officials, parents/guardians, or other spectators; and
h) never encourage, aid, cover up or assist an *Athlete* in cheating through doping, competition manipulation or other cheating behaviours.

**Members**

19. *Members* must:
    a) adhere to all NWTASSA governing documents and, where necessary, amend their own rules to comply or align with those of NWTASSA;
    b) pay all required dues and fees by the prescribed deadlines;
    c) ensure that all *Athletes* and coaches participating in sanctioned competitions and *Sanctioned Events* of NWTASSA are registered and in good standing;
    d) appropriately screen prospective employees to help ensure *Athletes* have a healthy and safe sport environment;
    e) ensure that any possible or actual misconduct is investigated promptly and thoroughly;
    f) impose appropriate disciplinary or corrective measures when misconduct has been substantiated;
    g) advise NWTASSA immediately of any situation where a *Complainant* has publicized a complaint in the media (including *Social Media*);
    h) provide NWTASSA with a copy of all decisions rendered pursuant to NWTASSA's policies for complaints and appeals;
    i) implement any decisions and disciplinary sanctions imposed pursuant to NWTASSA's discipline process.

**Retaliation, Retribution or Reprisal**

20. It is a breach of this *Code* for any *Registrant* or any other individual to engage in any act that threatens or seeks to intimidate another individual with the intent of discouraging that *Registrant* from filing, in good faith, a complaint pursuant to any NWTASSA policy.

DRAFT

21. It is also a breach of the *Code* for a *Registrant* to file a complaint for the purpose of retaliation, retribution, or reprisal against any other *Registrant*. Any *Registrant* found to be in breach of this section shall be liable for the costs related to the disciplinary process required to establish such a breach.

**Privacy**

22. The collection, use and disclosure of any *Personal Information* pursuant to this policy is subject to NWTASSA's *Privacy Policy*

DRAFT

## APPENDIX A – UCCMS

The *UCCMS*, amended from time to time, is available here.

DRAFT

# ATHLETE PROTECTION POLICY

## Purpose

1. This *Athlete Protection Policy* describes how *Persons in Authority* shall maintain a safe sport environment for all *Athletes*.

## Interactions between Persons in Authority and Athletes – the 'Rule of Two'

2. NWTASSA requires that the 'Rule of Two' be followed for all *Persons in Authority* who interact with *Athletes*, to the maximum extent possible in the circumstances. The 'Rule of Two' is a directive that says that an *Athlete* must never be alone one-on-one with an unrelated *Person in Authority*.
3. NWTASSA recognizes that fully implementing the 'Rule of Two' may not always be possible in some instances. Consequently, at a minimum, interactions between *Persons in Authority* and *Athletes* must respect the following:
    a) To the maximum extent possible, the training environment should be visible and accessible so that all interactions between *Persons in Authority* and *Athletes* are observable;
    b) Private and one-on-one situations that are not observable by another adult or *Athlete* should be avoided to the maximum extent possible;
    c) A *Vulnerable Registrant* may not be alone under the supervision of a *Person in Authority* unless prior written permission is obtained from the *Vulnerable Registrant's* parent or guardian;
    d) *Persons in Authority* may not invite or host *Vulnerable Registrants* in their home without the written permission from parents or guardians or without parents or guardians having contemporaneous knowledge of the visit.

## Competitions, Training Sessions, and Practices

4. For competitions, training sessions and practices, NWTASSA recommends:
    a) A *Person in Authority* should never be alone with a *Vulnerable Registrant* prior to or following a competition or training session unless the *Person in Authority* is the *Vulnerable Registrant's* parent or guardian;
    b) If a *Vulnerable Registrant* is the first *Athlete* to arrive, the *Athlete's* parent(s) and/or guardian(s) should remain until another *Athlete* or *Person in Authority* arrives;

DRAFT

c) If a *Vulnerable Registrant* would potentially be alone with a *Person in Authority* following a competition or training session, the *Person in Authority* should ask another *Person in Authority* (or a parent or guardian of another *Athlete*) to stay until all the *Athletes* have been picked up. If an adult is unavailable, another *Athlete*, who is preferably not a *Vulnerable Registrant*, should be present to avoid the *Person in Authority* being alone with a *Vulnerable Registrant;*

d) *Persons in Authority* giving instructions, demonstrating skills, or facilitating drills or lessons to an individual *Athlete* should always do so within earshot and eyesight of another *Person in Authority;*

e) *Persons in Authority* and *Athletes* should take steps to achieve transparency and accountability in their interactions. For example, a *Person in Authority* and an *Athlete* who know they will be away from other *Registrants* for a lengthy period must inform another *Person in Authority* where they are going and when they expect to return. *Persons in Authority* should always be reachable by phone or text message.

**Communications**

5. For communication between *Persons in Authority* and *Athletes*, NWTASSA requires:

   a) *Persons in Authority* may only send texts, direct messages on *Social Media* or emails to individual *Athletes* when necessary and only for communicating information related to team issues and activities (e.g., non- *Personal Information*). Any such texts, messages or emails shall be professional in tone;

   b) Electronic communication between *Persons in Authority* and *Athletes* that is personal in nature should be avoided. If such personal communication is unavoidable, it must be recorded and available for review by another *Person in Authority* and/or by the *Athlete's* parent/guardian (when the *Athlete* is a *Vulnerable Registrant*);

   c) Parents/guardians may request that their child not be contacted by a *Person in Authority* using any form of electronic communication and/or may request that certain information about their child not be distributed in any form of electronic communication;

DRAFT

d) All communication between a *Person in Authority* and *Athletes* must occur between the hours of 6:00 am and 10:00 pm unless extenuating circumstances justify otherwise;
e) Communication concerning illegal drugs or alcohol use (unless regarding its prohibition) is not permitted;
f) No sexually explicit language or imagery or sexually oriented conversation may be communicated in any medium;
g) *Persons in Authority* may not ask *Athletes* to keep a personal secret for them.

**Travel**

6. For travel involving *Persons in Authority* and *Athletes*, NWTASSA recommends:
    a) Teams or groups of *Athletes* shall always have at least two *Persons in Authority* with them;
    b) For mixed gender teams or groups of *Athletes*, there should be one (1) *Person in Authority* from each gender;
    c) If two *Persons in Authority* cannot be present, reasonable efforts should be made to supplement supervision with screened parents or other volunteers;
    d) To the maximum extent possible, no *Person in Authority* may drive a vehicle alone with an *Athlete* unless the *Person in Authority* is the *Athlete's* parent or guardian;
    e) A *Person in Authority* may not share a hotel room or be alone with an *Athlete* unless the *Person in Authority* is the *Athlete's* parent/guardian, family member or spouse;
    f) Room or bed checks during overnight stays must be done by two *Persons in Authority*;
    g) For overnight travel when *Athletes* must share a hotel room, roommates must be age-appropriate and of the same gender identity.

**Locker Rooms/Changing Areas**

7. For changing areas and other closed meeting spaces, NWTASSA recommends:
    a) Interactions between *Persons in Authority* and *Athletes* should not occur in any area where there is a reasonable expectation of privacy

DRAFT

such as a locker room, washroom or changing area. A second adult should be present for any necessary interaction between an adult and an *Athlete* in any such area;

b) If *Persons in Authority* are not present in the locker room or changing area, or if they are not permitted to be present, they should still be available outside the locker room or changing area and be able to enter the room or area if required, for reasons including, but not limited to, team communications and/or emergencies.

**Photography/Video**

8. For all photography and video of an *Athlete*, NWTASSA recommends:
   a) Photographs and video should only be taken in public view. Content must observe generally accepted standards of decency and be both appropriate for and in the best interest of the *Athlete;*
   b) The use of recording devices in areas where there is a reasonable expectation of privacy is strictly prohibited;
   c) Examples of photos that shall be edited or deleted include:
   i. images with misplaced apparel or where undergarments are showing;
   ii. suggestive or provocative poses; and
   iii. embarrassing images.
   d) If any content featuring an *Athlete* will be used on any form of public media, a Photo and Video Consent Form (**Appendix A**) must be completed before the content is recorded.

**Physical Contact**

9. Physical contact between *Persons in Authority* and *Athletes* may be necessary for various reasons including, but not limited to, teaching a skill, or tending to an injury. For physical contact, NWTASSA recommends:
   a) A *Person in Authority* must always request permission to make physical contact from the *Athlete* in advance and clearly explain where and why the physical contact will occur. The *Person in Authority* must make clear that they are requesting to touch the *Athlete* and not requiring physical contact;
   b) Infrequent, physical contact during training is not a violation of policy;
   c) Non-essential physical contact may not be initiated by the *Person in Authority*. It is recognized that some *Athletes* may initiate non-essential

DRAFT

physical contact such as hugging or other physical contact with a *Person in Authority* for various reasons (e.g., such as celebrating or crying after a poor performance). This physical contact should always occur in an open and observable environment.

**Enforcement**

10. Any alleged violations of this *Athlete Protection Policy* shall be addressed pursuant to the *Sport Integrity and Complaints Policy*.

DRAFT

## APPENDIX A – PHOTO AND VIDEO CONSENT FORM

Name of *Registrant* (print): _____

Name of Parent/Guardian (print):

_____

(*When the Registrant is a Minor*)

Date: _____

1. I, being the *Registrant* or the parent or legal guardian of the *Minor Registrant*, hereby grant to NWTASSA and [Insert Name of Club/Organization] (collectively the "Organizations") the permission to photograph and/or record the *Registrant's* image and/or voice in pictures or videos (collectively the "Images"), and to use the Images to promote the sport and/or the Organizations through traditional media such as newsletters, websites, television, film, radio, print and/or display form, and through *Social Media* such as Instagram, Facebook, Bluesky, YouTube, TikTok and X/Twitter. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes. This consent will remain in effect in perpetuity.
2. I, being the *Registrant* or the parent or legal guardian of the *Minor Registrant*, hereby fully release, discharge, and agree to save harmless the Organizations, from any and all claims, demands, actions, damages, losses or costs that might arise out of the collection, use or disclosure of the Images or taking, publication, distortion of the Images, negatives, and masters or any other likeness or representation of the *Registrant* that may occur or be produced in the taking of said Images or in any subsequent processing thereof, including without limitation any claims for libel, passing off, misappropriation of personality, or invasion of privacy.
3. I, being the *Registrant* or the parent or legal guardian of the *Minor Registrant*, **UNDERSTAND AND AGREE**, that I have read and understood the terms and conditions of this document. On behalf of myself, my heirs, and assigns, I agree that I am signing this document voluntarily and to abide by such terms and conditions.

Signature of *Registrant*: _____

**OR,** if the *Registrant* is a *Minor*

Signature of Parent/Guardian:

_____

DRAFT

## SPORT INTEGRITY AND COMPLAINTS POLICY

### Purpose

1. The purpose of this policy is to set out the processes by which complaints or reports of violations of NWTASSA's *Code*, the *UCCMS*, the *CSSP*, or other applicable conduct standard will be dealt with through the dispute resolution process set out below.
2. *Registrants* are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with all policies, by-laws, rules, and regulations of NWTASSA, as updated, and amended from time to time.
3. Non-compliance with any of NWTASSA's policies, by-laws, rules, or regulations, or those of its *Members*, as applicable, may result in the imposition of sanctions pursuant to this policy and/or the by-laws of NWTASSA or, as applicable, those of its *Members*.

### Application – General

4. This policy applies to all *Registrants* and to any alleged breaches of NWTASSA's policies, by-laws, rules, or regulations, or any of those of its *Members*, that designate this policy as applicable to address such alleged breaches.
5. In addition to being subject to disciplinary action pursuant to this policy, an employee of NWTASSA who is a *Respondent* to a complaint may also be subject to consequences in accordance with the employee's employment agreement or NWTASSA's human resources policies, if applicable.

### Reporting

### CSSP Participants

6. Any incident that involves alleged *Prohibited Behaviour* (as defined in the *UCCMS* and the *CSSP*) and involving a *CSSP Participant* must be reported to the SIC and will be addressed pursuant to the *CSSP* Rules.
7. Notwithstanding the requirement in Section 6, the *SIC* shall determine the admissibility of complaints related to any incidents that involve alleged *Prohibited Behaviour* in accordance with the relevant and applicable *CSSP* Rules.
8. If NWTASSA's *Independent Third Party* receives a complaint that they consider would otherwise fall within the above sections, they shall

DRAFT

immediately refer the matter to the *SIC* and notify the individual(s) that made the complaint of such action.

9. If a complaint involves multiple *Respondents*, including one or more *CSSP Participants*, the *Independent Third Party* may hold the complaint in abeyance pending a jurisdictional determination by the *SIC*.

**Registrants**

10. Any complaints involving alleged breaches of NWTASSA's policies that designates the *Sport Integrity and Complaints Policy* as the applicable mechanism and that do not fall within Sections 6 or 7 above may be reported by a *Registrant* or any other individual to the *Independent Third Party* in writing within six (6) months of the occurrence of the incident. For the avoidance of doubt, this includes complaints referred to the *Independent Third Party* by the *SIC* if the *SIC* determine that a complaint initially reported to the *SIC* does not fall within its jurisdiction. The *SIC* is not required to comply with the deadline specified in this section.
    a) If a complaint is filed with the *Independent Third Party* in writing within six (6) months of the occurrence of the incident, the *Independent Third Party* will accept the complaint.
    b) If the complaint is submitted after six (6) months of the occurrence of the incident but within five (5) years after the occurrence of the incident, the *Independent Third Party* may only accept a complaint if they determine that doing so is warranted based on their assessment of the following non-cumulative factors:
        i. the relevant rules, norms and policies, including without limitation, social and legal norms, in effect at the time of the alleged event(s);
        ii. the severity of the allegations and the facts and circumstances of the matter;
        iii. the safety and well-being of participants and the sport community;
        iv. the potential risks and prejudice from action and inaction, with safety being paramount;
        v. the ability to identify potential *Parties* and witnesses and to obtain sufficient evidence; and

DRAFT

vi. the best interest of sport and those who participate in it, including the views of the person(s) directly impacted, when feasible.

c) If a complaint submitted within five (5) years after the incident involves allegations, if proven, would trigger a presumptive sanction of permanent ineligibility, the complaint shall be accepted.

d) Complaints of sexual *Maltreatment* may be brought at any time. While all complaints will be given due consideration, the ability to proceed may depend on the availability of evidence, the identification of involved *Parties*, and other necessary factors for a fair and effective process.

11. Notwithstanding any provision in this policy, NWTASSA may, at its discretion, or upon request by the *Independent Third Party*, act as the *Complainant* and initiate the complaint process under the terms of this policy. In such cases, NWTASSA will identify an individual to represent NWTASSA.

12. A *Complainant* or any other individual who submits a report regarding a potential breach of NWTASSA's policies who fears retribution or reprisal or who otherwise considers that their identity must remain confidential may file a complaint with the *Independent Third Party* and request that their identity be kept confidential.

    a) If the *Independent Third Party* considers that the *Complainant*'*s* identity must remain confidential during the initial stages, the *Independent Third Party* may ask that NWTASSA take carriage of the complaint and act as the *Complainant*.[1] The confidentiality of the *Complainant*'*s* identity may not be guaranteed.

    b) A *Complainant*'*s* identity may need to be disclosed if required to ensure procedural fairness, if legally mandated, or if necessary to the effective resolution of the Complaint.

    c) If disclosure becomes necessary, the *Complainant* will be informed in advance, and reasonable measures will be taken by the *Independent Third Party* to minimize any potential harm.

    d) If, at any stage, it is determined that the *Complainant's* anonymity cannot be maintained or adequately protected, the *Complainant* may elect to withdraw from the disciplinary proceeding without prejudice or adverse consequence.

[1] In such circumstances, the *Complainant*(s) may be required to provide evidence during the disciplinary process.

DRAFT

13. In exceptional circumstances, the *Independent Third Party* may direct a complaint to be managed by NWTASSA if a *Member* is otherwise unable to manage the complaint for valid and justifiable reasons, such as a conflict of interest, due to a lack of capacity or where the *Member* does not have policies in place to address the complaint. In such circumstances, NWTASSA shall have the right to request that a cost-sharing agreement in writing is entered into with the *Member* as a pre-condition to NWTASSA managing the complaint.
14. Where the *Independent Third Party* refers a matter to be managed by a *Member*, or where a *Member* is otherwise responsible for managing a matter (i.e., because they received the matter directly), and the *Member* fails to conduct disciplinary proceedings within a reasonable timeline, NWTASSA may, at its discretion, take jurisdiction over the matter and conduct the necessary proceedings. In such circumstances, if the *Fair Play Officer* or *Dispute Resolution Officer* decides that NWTASSA acted reasonably in taking jurisdiction over the matter, NWTASSA's costs to conduct the proceedings, including legal fees, shall be reimbursed by the *Member* to NWTASSA.

**Minors**

15. Complaints may be brought by or against a *Registrant* who is a *Minor*. *Minor*s must have a parent/guardian or other adult serve as their representative during this process. Where appropriate, the *Minor's* preference regarding their representative should be considered.
16. Communication from the *Independent Third Party*, *Fair Play Officer* or *Dispute Resolution Officer* (as applicable) must be directed to the *Minor's* representative.
17. If the *Minor's* representative is not their parent/guardian, the representative must have written permission to act in such a capacity from the *Minor's* parent/guardian, unless the parent/guardian is implicated in the complaint or is otherwise unable to act in the *Minor's* best interest.
18. A *Minor* is not required to attend or participate in an oral hearing, if held, or participate in an investigation if conducted. In such circumstances, no adverse inference can be drawn against the *Minor*.

DRAFT

**Independent Third Party Responsibilities**

19. Upon receipt of a complaint, the *Independent Third Party* has a responsibility to:
    a) determine whether the complaint falls within the jurisdiction of this policy and whether it has been submitted in accordance with the deadlines indicated herein;
    b) determine the appropriate jurisdiction to manage the complaint by considering whether the incident occurred within the business, activities, or *Sanctioned Events* of NWTASSA or one of its *Members*;
    c) determine whether the complaint is frivolous, vexatious or if it has been made in bad faith;[2]
    d) determine if the alleged incident should be investigated pursuant to *Appendix A – Investigation Procedure*; and
    e) choose which process (Fair Play Process or Process #2, as outlined below) should be followed to hear and adjudicate the matter.
20. If a complaint falls within the jurisdiction of the policy, *Independent Third Party* will prepare a complaint summary which includes the specific allegations against the *Respondent* and forms the basis of the complaint process moving forward, to be provided to the *Respondent*.
21. If a complaint does not fall within the jurisdiction of the policy, the *Independent Third Party* must reject the complaint, providing appropriate reasons in writing.

**Available Process**

22. There are two different processes that may be used to hear and adjudicate complaints involving *Registrants*. Subject to Sections 6-9, the *Independent Third Party* decides which process will be followed at their discretion. Such decision is not appealable. The following processes are available to *Registrants* of NWTASSA or other individuals who have submitted a complaint. Should NWTASSA designate *CSSP Participants* and violations of the *UCCMS* by *CSSP Participants* are alleged, please refer to sections 6-9.

**Fair Play Process** – the complaint contains allegations other than breaches of the *UCCMS* by a *Registrant*, such as violations of team policy or breaches

[2] As indicated in the *SDRCC's* Investigation Guidelines, a reported complaint shall not be characterized as vexatious if the evidence demonstrates that there was a reasonable basis for filing and pursuing it. For a complaint to be considered to have been made in bad faith, the *Independent Third Party* must consider that it was filed consciously for a dishonest purpose or due to the moral underhandedness of the *Complainant* and that there was an intention to mislead.

conduct standards other than the *UCCMS*. This includes reports of violations of the Rules of a Competition submitted by Officials.

**Process #2** – The complaint contains allegations involving violations of the *UCCMS* by a *Registrant*.

Please refer to "**Procedural Steps**" below regarding how the Fair Play Process and Process #2 complaints are handled.

**Provisional Measures**

23. *Provisional Measures* may be imposed in a reasonable and proportionate manner, without limitation, having regard to a consideration of the following factors:
    a) The safety or well-being of any *Registrant* and the NWTASSA community;
    b) The seriousness of the allegations and the facts and circumstances of the case;
    c) Potential risks and prejudice from action and inaction;
    d) The best interest of sport and those who participate in it;
    e) The impact of the measures on the *Respondent*; and
    f) The integrity of the process.
24. If it is considered appropriate or necessary on the basis of the circumstances, immediate discipline or the imposition of a *Provisional Measures* may be imposed against any *Registrant* by the President of the Board of Directors of NWTASSA after which further discipline or sanctions may be applied according to this policy.
    a) The *Independent Third Party* will notify NWTASSA of a complaint and provide a non-binding recommendation regarding *Provisional Measures* if the allegations involve behaviours identified under the Presumptive Sanction section of the *UCCMS*. In such circumstances, the *Independent Third Party* may only disclose a summary of the allegations and the identity of the *Respondent*, with no other identifying information provided.
    b) *Registrants* may also be subject to *Provisional Measures* in accordance with the On-Ice Sanctioning Guidelines pending a hearing under the Fair Play Process. Such *Provisional Measures* are not subject to appeal.
25. If an infraction occurs at a competition, it will be dealt with by the procedures specific to the competition, if applicable. *Provisional Measures* may be imposed for the duration of a competition, training, activity, or *Sanctioned*

DRAFT

*Event* only, or as otherwise determined appropriate by the designated *Party* at the competition.[3]

26. Notwithstanding the above section, NWTASSA may determine that an alleged incident at a *Sanctioned Event* is of such seriousness as to warrant the imposition of a *Provisional Measure* on a *Respondent* pending completion of a *CSSP* Process as defined in the *CSSP* Rules, criminal process, the hearing, or a decision of the *Dispute Resolution Officer*. For the avoidance of doubt, NWTASSA shall have discretion to impose *Provisional Measure* in addition to any measures imposed by the *SIC* through a *CSSP* process.
27. Any *Respondent* against whom a *Provisional Measure* is imposed may make a request to the *Dispute Resolution Officer* (once appointed) to have the *Provisional Measure* lifted. In such circumstances, NWTASSA shall be provided with an opportunity to make submissions, orally or in writing, regarding the *Respondent's* request to have the *Provisional Measure* lifted. *Provisional Measure*s shall only be lifted in circumstances where the *Respondent* establishes that it would be manifestly unfair to maintain the *Provisional Measure* against them.
28. Any decision, which shall be in writing with appropriate reasons, not to lift a *Provisional Measure* shall not be subject to appeal.

**Procedural Steps**

**FAIR PLAY PROCESS: Addressed by Fair Play Officer**

29. Following the determination that the complaint or incident should be handled under the Fair Play Process, the *Independent Third Party* will notify NWTASSA. NWTASSA will administer the process moving forward, including by appointing a *Fair Play Officer*.[4]
30. Officials may submit Referee Reports through the designated portal. Referee Reports will be provided to the *Fair Play Officer* for review. Breaches of the applicable conduct standard will be reviewed by the *Fair Play Officer*; if the On-Ice Sanctioning Guidelines provide for an automatic sanction, the *Fair Play Officer* shall impose the identified sanction unless they determine that

[3] In-competition discipline or sanction imposed by the applicable official or authority does not prevent a *Registrant* from facing additional disciplinary proceedings under the *Code*.

[4] The appointed *Fair Play Officer* must be unbiased and not in a conflict of interest.

a hearing is necessary. For all other Referee Reports, the *Fair Play Officer* shall follow the procedure as set out below.

**Dispute Resolution - General**

31. Hearings before the *Fair Play Officer* are intended to be quick, informal, and cost-effective proceedings. The format of a hearing may be a hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods.
32. The *Fair Play Officer* is responsible for determining the appropriate procedure of a hearing, provided that:
    a) within five (5) *Days* of their appointment, the *Fair Play Officer* shall contact the *Complainant*(s)/Official and the *Respondent(s)* to initiate the process;
    b) the process is expedited and must commence within one (1) to five (5) *Days* from the *Fair Play Officer*'*s* first contact with the *Parties*, unless there are extenuating circumstances or scheduling considerations that reasonably delay the start of the hearing.
33. The *Fair Play Officer* may:
    a) propose and apply alternative dispute resolution techniques, if appropriate; and/or
    b) ask the *Complainant* and the *Respondent* for either written or oral submissions regarding the complaint or incident. At the discretion of the *Fair Play Officer*, both *Parties* may submit to the *Fair Play Officer* any relevant evidence, including, but not limited to, witness statements, documentary evidence or evidence from other media (i.e., photos, screenshots, videos or other recordings). Each *Party* shall have the right to receive the other *Party*'*s* submissions and evidence. In the case of oral submissions, each *Party* shall be present when such submissions are made (unless waived by a *Party*); and/or
    c) following receipt of the *Parties*' submissions, the *Fair Play Officer* may convene the *Parties* to a hearing, to ask the *Parties* questions. The *Fair Play Officer* may allow the *Parties* to ask questions of one another, if they deem it appropriate and necessary.
34. Following their review of the submissions and evidence related to the complaint or Referee Report, the *Fair Play Officer* shall determine if any of the

DRAFT

incidents identified in the complaint summary above have occurred and, if so, determine whether to impose a sanction and, if so, determine the appropriate sanction (see: **Sanctions,** below).

35. If, after hearing the *Parties* and reviewing their submissions, the *Fair Play Officer* considers that none of the incidents identified in the complaint summary or Referee Report occurred or the incidents did not violate the applicable conduct standard, they shall dismiss the matter.
36. The *Fair Play Officer* will inform the *Parties* of their decision, which shall be in writing and include reasons. The *Fair Play Officer's* decision will take effect immediately, unless specified otherwise. Should the circumstances require a decision to be rendered immediately or within a short timeline, the *Fair Play Officer* may render a short decision, either orally or in writing, followed by a written reasoned decision.
37. Any decision rendered by the *Fair Play Officer* shall be provided to and maintained in the records of NWTASSA.
38. Decisions of the *Fair Play Officer* may not be appealed.
39. Decisions will be kept confidential by the *Parties* and the aforementioned organizations and shall be retained and discarded in accordance with the relevant and applicable privacy legislation.

**PROCESS #2: Independent Third Party and Dispute Resolution Officer**

**Independent Third Party**

40. Process #2 deals with violations of the *UCCMS* by *Registrants*. Following the determination that the complaint should be handled under Process #2, the *Independent Third Party* will appoint a *Dispute Resolution Officer* to hear the complaint.
41. Thereafter, the *Independent Third Party* shall have the following responsibilities:
    a) coordinate all administrative aspects of the process;
    b) provide administrative assistance and logistical support to the *Dispute Resolution Officer* as required, including providing the *Dispute Resolution Officer* with any information related to previously imposed disciplinary sanctions against the *Respondent(s)* of the policies of NWTASSA, any *Member* or any other sport organization that had authority over the *Respondent*; and

DRAFT

c) provide any other service or support that may be necessary to ensure a fair and timely proceeding.

42. If warranted, based on the extraordinary nature of the case, the *Independent Third Party* may, in their sole discretion, appoint a panel comprised of three (3) *Dispute Resolution Officers*. When a three-person panel is appointed, the *Independent Third Party* will appoint one of the *Dispute Resolution Officers* to serve as the Chair.
43. Once appointed, the *Dispute Resolution Officer* or designated Chair will be the primary point of contact for the *Parties*, unless otherwise indicated.

**Dispute Resolution – General**

44. The complaint process will be determined by the *Dispute Resolution Officer*, as they deem appropriate in the circumstances, provided that:
    a) within five (5) *Days* of their appointment, the *Dispute Resolution Officer* shall contact the *Complainant*(s) and the *Respondent(s)* to initiate the process;
    b) all matters under this policy, including investigations, interviews, administrative meetings and hearings, may be held virtually or in person or a hybrid;
    c) the process is to be expedited, and must commence within three (3) to five (5) *Days* from the *Dispute Resolution Officer's* first contact with the *Parties*, unless there are extenuating circumstances or scheduling considerations which reasonably delay the start of the hearing;
    d) the *Dispute Resolution Officer* will determine whether it is appropriate for the matter to proceed to mediation first (**See: Alternative Dispute Resolution**). If the *Dispute Resolution Officer* does not believe that the matter should proceed to mediation or any of the *Parties* refuse to go to mediation, the matter will move directly to arbitration (**See: Arbitration Process**).

**Alternative Dispute Resolution (ADR)**

45. NWTASSA supports the principles of ADR and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes. ADR also avoids the uncertainty, costs, and other negative effects associated with lengthy investigation, hearings, and appeals.
46. All *Parties* are encouraged to communicate openly, and to collaborate and

DRAFT

use problem-solving and negotiation techniques to resolve their differences.

47. NWTASSA's position is that negotiated settlements are most often preferable to arbitrated outcomes.
48. Should a negotiated settlement be reached, the settlement shall be reported by the *Independent Third Party* to all *Parties* involved, as well as NWTASSA. Following the settlement, any actions and/or sanctions shall be enacted in accordance with the timelines specified by the negotiated decision.
49. Should a tentative negotiated settlement be reached, the proposed settlement shall be reported to NWTASSA and/or a *Member* for approval if it involves any obligations or may reasonably impact the operations or reputation of NWTASSA and/or a *Member*. NWTASSA and/or a *Member* may approve, reject, or propose amendments to a proposed settlement. Any decision by NWTASSA and/or a *Member* to approve, reject, or propose amendments to a negotiated settlement may not be appealed.
50. Any actions that are to take place because of the proposed settlement shall be completed in accordance with the timelines specified by the negotiated settlement, pending approval. The *Parties* may not withdraw from the proposed settlement pending the approval of any actions to be taken NWTASSA and/or a *Member*.
51. Failure to comply with a signed negotiated settlement will result in the suspension of the individual from participating in sanctioned activities. The lifting of the suspension will be reviewed by NWTASSA and/or an applicable *Member* upon the completion of all conditions identified in the signed negotiated settlement.
52. Any negotiated settlement will be final and binding on the *Parties*. Negotiated settlements may not be appealed.
53. A non-disclosure agreement (NDA) or any other confidentiality provision entered as part of a negotiated settlement may not prevent the publication by NWTASSA or other applicable sport organization of sanctions on registries such as the *CSSP* Registry, *SIC* Database, or NSO database. NDAs may not be entered into if a complaint involves allegations of sexual *Maltreatment*, grooming and boundary transgressions unless such an agreement:
    a) is the expressed wish and preference of the *Complainant*(s);
    b) includes an opportunity for the *Complainant*(s) to decide to waive their own confidentiality in the future and the process for doing so;
    c) aligns with the principles of the *UCCMS*;

DRAFT

d) is of a set and limited duration; and
e) does not adversely affect:
    i. the health or safety of a third *Party*, or
    ii. the public interest

54. Any NDA in a Complaint involving allegations of sexual *Maltreatment*, grooming or boundary transgressions must be reviewed and approved by the *Dispute Resolution Officer*. The *Dispute Resolution Officer* may, at their sole discretion, approve, reject, or propose amendments to an NDA. Any decision by the *Dispute Resolution Officer* to approve, reject, or propose amendments to an NDA may not be appealed.
55. Any negotiated settlement will be binding on the *Parties*. Negotiated settlements may not be appealed.
56. Should a negotiated settlement not be reached, the matter will proceed to arbitration.

**Arbitration Process**

57. The *Dispute Resolution Officer* is responsible for determining the appropriate process of a hearing. The format of a hearing may be an in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods.
58. The *Dispute Resolution Officer* shall ensure that:
    a) all *Parties* are given the opportunity to present evidence in a manner which complies with the fundamental principles of procedural fairness, and is sensitive to the needs of *Minors*, survivors of trauma, and other vulnerable individuals;
    b) nothing is admissible in evidence at a hearing that would be inadmissible in a court by reason of any privilege under the law of evidence or is inadmissible by any statute. The *Dispute Resolution Officer* may allow any evidence at the hearing filed by the *Parties* and may exclude any evidence is unduly repetitious or otherwise an abuse of process. The *Dispute Resolution Officer* shall otherwise apply relevant and applicable evidentiary rules in relation to the admissibility and weight given to evidence filed by the *Parties*.
    c) if the *Dispute Resolution Officer* grants a request from either *Party* for additional time, the *Dispute Resolution Officer* has the authority to

DRAFT

impose additional interim conditions;

d) the *Parties* must be given:
   i. appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium, and
   ii. copies of any written documents which the *Parties* wish to have the *Dispute Resolution Officer* consider will be provided to all *Parties*, through the *Independent Third Party*, in advance of the hearing.
e) the *Parties* may engage a representative, advisor, or legal counsel at their own expense;
f) if the *Respondent* acknowledges the facts of the incident(s), the *Respondent* may waive the hearing, in which case the *Dispute Resolution Officer* will determine the appropriate sanction. The *Dispute Resolution Officer* may still hold a hearing for the purpose of determining an appropriate sanction. In such circumstances, victim impact statements may be considered by the *Dispute Resolution Officer*;
g) the process will proceed if a *Party* chooses not to participate in the hearing;
h) the *Dispute Resolution Officer* may request that any other individual or organization participate and give evidence at the hearing, including a NWTASSA, provided such participation is reasonably required to effectively conduct the proceedings and is not prejudicial to the interest of the *Parties*; and
i) if not a *Party*, a designated representative of NWTASSA may be allowed to attend the hearing as an observer and will be provided with access to any documents submitted, bound by the confidentiality requirements of this policy. With the permission of the *Dispute Resolution Officer*, NWTASSA may make submissions at the hearing or may provide the discipline panel with clarifying information that may be required for the *Dispute Resolution Officer* to render its decision.

59. Any procedural decisions by the *Dispute Resolution Officer* may not be appealed.

DRAFT

60. The *Dispute Resolution Officer* has the power to modify a *Provisional Measure* and relieve against non-compliance with time limits, or any other technicality or irregularity as set out in this policy.
61. The determination of procedures and timelines, as well as the hearing duration, shall be as expedient and cost-efficient as possible to ensure that costs to the *Parties* and NWTASSA and/or the *Member* are reasonable.
62. In fulfilling its duties, the *Dispute Resolution Officer* may obtain independent advice.

**Decision**

63. After hearing the matter, the *Dispute Resolution Officer(s)* will determine, on a balance of probabilities, whether an infraction has occurred and, if so, the sanctions to be imposed. If the *Dispute Resolution Officer* considers that no infraction has occurred, the complaint will be dismissed.
64. Within fourteen (14) *Days* of the conclusion of the hearing, the *Dispute Resolution Officers*' written decision, with reasons, will be distributed to all *Parties* by the *Independent Third Party*, including to NWTASSA and the relevant *Members*. The decision will be by a majority vote of the *Dispute Resolution Officers* when the Panel consists of three (3) people.
65. In extraordinary circumstances, the *Dispute Resolution Officer(s)* may first issue a verbal or summary decision soon after the conclusion of the hearing, with the full written decision to be issued before the end of the fourteen (14) *Day* period.
66. The *Dispute Resolution Officer's* decision will come into effect as of the date that it is rendered, unless decided otherwise by the *Dispute Resolution Officer*. The *Dispute Resolution Officer's* decision will apply automatically to NWTASSA, its *Members* and associated organizations, according to the terms of the *Reciprocation Policy*.
67. Unless the matter involves a *Vulnerable Participant*, once the appeal deadline in the *Appeal Policy* has expired, NWTASSA shall publish on their website a summary of the decision, which shall include the outcome of the case, the provision(s) of the relevant policies that have been violated, the name(s) of the *Registrant(s)* involved as *Respondents* and the sanction(s) imposed, if any, or as otherwise specified by the Publication Guidelines. If the matter is appealed, the publication provisions in the *Appeal Policy* shall

DRAFT

apply. Identifying information regarding *Minor*s or *Vulnerable Participants* will never be published.

68. If the *Dispute Resolution Officer* dismisses the complaint, the information referred to in the previous section may only be published with the *Respondent's* consent. If the *Respondent* does not provide such consent, the information referred to in the previous section will be kept confidential by the *Parties*, the *Independent Third Party*, NWTASSA and the *Member* and shall be retained and discarded in accordance with the relevant and applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken against the *Party* who breaches confidentiality pursuant to this policy.
69. Other individuals or organizations, including, but not limited to, *Members*, territorial sport organizations and sport clubs, may be advised of the outcome of any decisions rendered in accordance with this policy.
70. Records of all decisions will be maintained by NWTASSA in accordance with its *Privacy Policy*.
71. When the *Dispute Resolution Officer* imposes a sanction, the decision shall include, at a minimum, the following information:
    a) Jurisdiction;
    b) Summary of the facts and relevant evidence;
    c) Where applicable, the specific provision(s) of NWTASSA's policies, by-laws, rules or regulations that have been breached;
    d) Which *Party* or organization is responsible for the costs of implementing any sanction;
    e) Which organization is responsible for monitoring that the sanctioned individual respects the terms of the sanction;
    f) Any reinstatement conditions that the *Respondent* must satisfy (if any);
    g) Which organization is responsible for ensuring that the conditions have been satisfied; and
    h) Any other guidance that will assist the *Parties* to implement the *Dispute Resolution Officer's* decision.
72. If necessary, a *Party* – or the organization that is responsible for implementing or monitoring a sanction – may seek clarifications from the *Dispute Resolution Officer* regarding the order so that it can be implemented or monitored appropriately.

DRAFT

**Sanctions**

73. When determining the appropriate sanction, the *Fair Play Officer* or *Dispute Resolution Officer*, as applicable, will consider the following factors (where applicable):
    a) The nature and duration of the *Respondent's* relationship with the *Complainant*, including whether there is a *Power Imbalance*;
    b) The *Respondent's* prior history and any pattern of misconduct, *Prohibited Behaviour* or *Maltreatment*;
    c) The respective ages of the individuals involved;
    d) Whether the *Respondent* poses an ongoing and/or potential threat to the safety of others;
    e) The *Respondent's* voluntary admission of the offence(s), acceptance of responsibility for the misconduct, *Prohibited Behaviour* or *Maltreatment*, and/or cooperation in the investigative and/or disciplinary process of NWTASSA;
    f) Real or perceived impact of the incident on the *Complainant*, NWTASSA or the sporting community;
    g) Circumstances specific to the *Respondent* being sanctioned (e.g., lack of appropriate knowledge or training regarding the requirements in the *Code*; addiction; disability; illness);
    h) Whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;
    i) A *Respondent* who is a *Person in Authority*, in a position of trust, intimate contact or high-impact decision-making may face more serious sanctions; and/or
    j) Other mitigating or aggravating circumstances.
74. Any sanction imposed must be proportionate and reasonable. However, progressive discipline is not required, and a single incident of *Prohibited Behaviour*, *Maltreatment* or other misconduct may justify elevated or combined sanctions.
75. The *Fair Play Officer*[5] or *Dispute Resolution Officer*, as applicable, may apply the following disciplinary sanctions, singularly or in combination:

[5] The *Fair Play Officer* is limited to imposing sanctions under sections 75.a to 75.e and 75.g. Any period of suspension must be less than six months.

a) **Verbal or Written Warning** – a verbal reprimand or an official written notice that a *Registrant* has violated the *Code* and that more severe sanctions will result should the *Registrant* be involved in other violations.

b) **Education** – the requirement that a *Registrant* undertake specified educational or similar remedial measures to address the violation(s) of the *Code* or the *UCCMS*.

c) **Probation** – a specified amount of time within which certain terms and conditions must be met by the *Registrant*, such as remaining in compliance with the *Code* and *UCCMS*. Should any further violations of the *Code* or the *UCCMS* occur during the probationary period, this may result in additional disciplinary measures, including, without limitation, a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements for a specified period.

d) **Suspension** – either for a set time or until further notice, from participation, in any capacity, in any program, activity, *Sanctioned Event*, or competition sponsored by, organized by, or under the auspices of NWTASSA. A suspended *Registrant* may be eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the *Registrant* satisfying specific conditions noted at the time of suspension.

e) **Eligibility Restrictions** – restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions.

f) **Permanent Ineligibility** – ineligibility to participate in any capacity in any program, activity, *Sanctioned Event*, or competition sponsored by, organized by, or under the auspices of NWTASSA.

g) **Other Discretionary Sanctions** – other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate.

76. The *Dispute Resolution Officer* may apply the following presumptive sanctions which are presumed to be fair and appropriate for the listed *Maltreatment*:

a) Sexual *Maltreatment* involving a *Minor Complainant*, or a *Complainant* who was a *Minor* at the time of the incidents complained of, shall carry a presumptive sanction of permanent ineligibility.
b) Sexual *Maltreatment*, Physical *Maltreatment* with contact, and *Maltreatment* related to interference or manipulation of process shall carry a presumptive sanction of either a period of suspension or eligibility restrictions.
c) While a *Respondent* has pending charges or allegations of a crime against a person, if justified by the seriousness of the offence, the presumptive sanction shall be a period of suspension until a final determination is made by the applicable process.

77. A *Registrant* who is convicted of certain *Criminal Code* offences involving harmful conduct shall be subject to a presumptive sanction of permanent ineligibility from participating with NWTASSA. Such *Criminal Code* offences may include, but are not limited to:
    a) any child pornography offences;
    b) any sexual offences; or
    c) any offence of physical violence.
78. Failure to comply with a sanction as determined by the *Dispute Resolution Officer* will result in an automatic suspension until such time as compliance occurs.

**CSSP Sanction**

79. NWTASSA will ensure that any sanctions or measures imposed by the *SIC* will be recognized and enforced within NWTASSA's jurisdiction once NWTASSA receives appropriate notice of any sanction or measure from the *SIC*, or if the sanction or measure is published on the Public Registry.

**Appeals**

80. The decision of *Dispute Resolution Officer* may be appealed in accordance with the *Appeal Policy*, except where excluded by this policy.

**Confidentiality**

81. The disciplinary process is confidential and involves only NWTASSA, the *Member* (where applicable), the *Parties*, the *Independent Third Party*, the *Fair*

DRAFT

*Play Officer*, the *Dispute Resolution Officer* (as appropriate), and any independent advisors to the *Dispute Resolution Officer*.

82. None of the *Parties* (or their *Representatives* or witnesses) or organizations referred to in the previous section will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings, unless NWTASSA is required to notify an organization such as an international federation, Sport Canada, national sport organization or other sport organization (e.g., where a *Provisional Measure* has been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.
83. Any failure to respect the confidentiality requirement may result in further sanctions or discipline by the *Fair Play Officer* or *Dispute Resolution Officer* (as applicable).

**Timelines**

84. 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 *Independent Third Party* may direct that these timelines be revised. Such decisions may not be appealed.

**Privacy**

85. The collection, use and disclosure of any *Personal Information* pursuant to this policy is subject to NWTASSA's *Privacy Policy*.
86. NWTASSA, its *Members*, or any of their delegates pursuant to this policy (i.e., *Independent Third Party*, *Fair Play Officer*, *Dispute Resolution Officer*), shall comply with NWTASSA's *Privacy Policy* in the performance of their services under this policy.
87. The *Independent Third Party* will maintain all information securely in accordance with industry standard data retention and privacy policy.

DRAFT

## APPENDIX A – INVESTIGATION PROCEDURE

### Determination

1. When a complaint is submitted pursuant to the policy and is accepted by the *Independent Third Party*, the *Independent Third Party* will determine if the incident(s) should be investigated.

### Investigation

2. If the *Independent Third Party* considers that an investigation is necessary, they will appoint an investigator. The investigator must be independent of the *Independent Third Party* and NWTASSA, with experience in investigating. The investigator must not be in a conflict-of-interest situation and should also have no connection to either *Party*.
3. Federal and/or Territorial legislation related to *Workplace Harassment* may apply to the investigation if *Harassment* was directed toward an employee in a *Workplace*. The investigator should review *Workplace* safety legislation, the NWTASSA's policies for human resources, and/or consult independent experts to determine whether legislation applies to the complaint.
4. The investigation may take any form as decided by the investigator, guided by any applicable territorial legislation. The investigation may include:
   a) interviews with the *Complainant*;
   b) witness interviews;
   c) statement of facts (*Complainant's* perspective) prepared by the investigator, acknowledged by the *Complainant* and provided to the *Respondent*;
   d) interviews with the *Respondent*; and
   e) statement of facts (*Respondent's* perspective) prepared by investigator, acknowledged by the *Respondent*, and provided to the *Complainant*.
5. The investigation shall be conducted using trauma-informed best practices to ensure a fair, respectful and minimally harmful process.

### Investigator's Report

6. Upon completion of their investigation, the investigator shall prepare a written report that shall include a summary of evidence from the *Parties* and any witnesses interviewed. The report shall also include a non-binding recommendation from the investigator regarding whether an allegation or,

DRAFT

where there are several allegations, which allegations, should be heard by a *Dispute Resolution Officer* pursuant to the *Sport Integrity and Complaints Policy* because they constitute a likely breach of the *Code*, the *UCCMS* or any other relevant and applicable NWTASSA or *Member* policy. The investigator may also make non-binding recommendations regarding the appropriate next steps (i.e., mediation, disciplinary procedures, further review, or investigation).

7. The Investigator's Report will be provided to the *Independent Third Party* who will disclose, at their discretion, all or part of the Investigator's Report to NWTASSA and the relevant *Members* (if applicable). The *Independent Third Party* may also disclose the Investigator's Report to the *Parties*, subject to necessary redactions to protect witness confidentiality, privacy or sensitive information, at their discretion. Alternatively, and only if necessary, other relevant *Registrants* may be provided with an executive summary of the investigator's findings by the *Independent Third Party*.
8. Should the investigator find that there are possible *Criminal Code* offences, the investigator shall assess whether reporting to law enforcement or NWTASSA and its *Members* (as applicable) is necessary. Where reporting to law enforcement or to NWTASSA and its *Members* (as applicable) is not legally required, the safety, well-being, and informed consent of affected individuals shall be considered before making a report. Affected individuals shall be informed before any report is made and provided with appropriate support resources.
9. NWTASSA or the *Member* (as applicable) may decide whether to report such findings to police but is required to inform police if there are findings related to the trafficking of prohibited substances or methods, any crime involving acts against a *Minor*, fraud against NWTASSA or any *Member(s)* (as applicable), or other offences where the lack of reporting would bring NWTASSA or the *Member* (as applicable) into disrepute. The safety risks and well-being of survivors of abuse or trauma should be considered before police involvement where feasible, and limit internal disclosure.

**Reprisal and Retaliation**

10. An individual who submits a complaint to the *Independent Third Party* or who gives evidence in an investigation may not be subject to reprisal or retaliation from any individual or group.

DRAFT

11. Any such conduct may constitute *Prohibited Behaviour* and be subject to disciplinary proceedings pursuant to the *Sport Integrity and Complaints Policy* or as applicable, the policies and procedures of the *CSSP*.

**False Allegations**

12. A *Registrant* who submits allegations that the investigator determines to be malicious, false, or for the purpose of retribution, retaliation or vengeance may be subject to a complaint under the terms of the *Sport Integrity and Complaints Policy* and the investigator may recommend to NWTASSA that the *Registrant* be required to pay for the costs of any investigation that comes to this conclusion. Any *Registrant* who is liable to pay for such costs shall be automatically deemed to be not in good standing until the costs are paid in full and shall be prohibited from participating in any *Member* and NWTASSA *Sanctioned Events*, activities, or business. NWTASSA or any *Member(s)* (as applicable), or the *Registrant* against whom the allegations were submitted, may act as the *Complainant* with respect to making a complaint pursuant to this section.

**Confidentiality**

13. The investigator will make reasonable efforts to preserve the anonymity of the *Complainant*, witness or participant where appropriate and necessary. However, NWTASSA and its *Members* recognize that maintaining full anonymity during an investigation may not be feasible. The investigator must inform any witness or participant in the investigation of this limitation.

**Privacy**

14. The collection, use and disclosure of any *Personal Information* pursuant to this policy by NWTASSA is subject to NWTASSA's *Privacy Policy*.
15. NWTASSA, its *Members*, or any of their delegates pursuant to this policy (i.e., *Independent Third Party*, *Fair Play Officer*, *Dispute Resolution Officer*), shall comply with NWTASSA's *Privacy Policy* (or, in the case of a *Member*, the *Member*'s applicable policies) in the performance of their services under this policy.

DRAFT

## APPENDIX B – PUBLICATION GUIDELINES

1. Subject to NWTASSA's *Sport Integrity and Complaints Policy*, sanctions issued by a *Dispute Resolution Officer* and/or *Fair Play Officer* will be considered a matter of public record, subject to the restrictions set out below.
2. Publication of any sanction will not take place until the disciplinary process undertaken by NWTASSA is complete, and/or after the expiry of an appeal period, as the case may be, except as set out below.
3. Publication means the communication of information by making it known or accessible to the public through any means, including print, telecommunication or electronic means.
4. Notification means providing a written copy of any decision to an organization as required by the *Reciprocation Policy*. *Parties* who receive a copy of a decision under the *Sport Integrity and Complaints Policy* may not publicly disclose this information, except as reasonably necessary to implement the terms of the decision and any sanction.
5. After receiving a copy of a decision, NWTASSA will, unless otherwise directed by the *Dispute Resolution Officer*, publish a summary of the decision. This summary will include the name of the *Respondent(s)*, the nature of the breach or breaches, the policies, by-laws, rules, or regulations that have been breached, the outcome and any sanction imposed, as well as the date of the decision.
6. Summaries will be posted in accordance with the following:
    a) Where a sanction is imposed for a set period where a *Registrant* is restricted in their involvement with the sanctioned activities of NWTASSA, such as a suspension or a probationary period, the sanction will be posted for the duration of the sanction. It will be removed once the identified time has passed plus two (2) years.
    b) If a sanction or discipline involves a period of ineligibility, the sanction will be posted for the period of ineligibility plus two (2) years, except in the case of a sanction of permanent ineligibility. A sanction of permanent ineligibility will be posted indefinitely.
    c) If a sanction is conditional on the completion of training, education or other conditions, the sanction will be posted until the *Registrant* has

DRAFT

completed the required conditions to the satisfaction of NWTASSA, plus two (2) years.

d) Publication shall take place following the completion of the process under the *Sport Integrity and Complaints Policy*.

e) In exceptional circumstances, publication of a sanction or *Provisional Measure* will take place to protect the public and/or if the integrity of NWTASSA will be affected by not publishing the sanction.

f) Publication bans are standard while a complaint is in progress with NWTASSA. All information, except for information already publicly available through authorized means, is subject to a publication ban and must be kept confidential until the process is completed to protect the integrity of the process.

g) The publishing of *Provisional Measures* will only take place in exceptional circumstances described above in subsection (e).

7. Prior to publishing the summary, NWTASSA will, at their discretion, remove any confidential or sensitive material from the summary, including any identifying information about *Registrants* or other individuals named, unless these *Registrants* are subject to a sanction and/or discipline in the decision.
8. Identifying or *Personal Information* regarding *Minors* or *Vulnerable Registrants* will never be published by NWTASSA.
9. Matters that are resolved prior to a decision will be subject to publication in accordance with the requirements of Section 6.
10. Decisions involving *Provisional Measures* and sanctions imposed through the *SIC* or the *CSSP* processes will be published according to the guidelines established by the *CSSP* Rules.
11. Nothing in the above prohibits NWTASSA from notifying relevant sport organizations of any decision imposing a sanction and/or discipline on a *Registrant*, including *Minor* or *Vulnerable Registrant*, as required by the *Reciprocation Policy*.
12. If a *Minor* or *Vulnerable Registrant* is sanctioned and under a decision, any organization who receives notification of this decision must keep the decision confidential, except as reasonably necessary to implement the terms of the decision.
13. Records of all decisions will be maintained by NWTASSA in accordance with the *Privacy Policy*.

DRAFT

# APPEAL POLICY

## Purpose

1. This *Appeal Policy* provides *Registrants* and *Parties* with a fair and expedient appeal process.

## Scope and Application of this Policy

2. Any *Party* to a *Sport Integrity* and Complaints Policy process or *Registrant* who is directly affected by a decision made by NWTASSA or a *Dispute Resolution Officer*, as the case may be, shall have the right to appeal that decision if there are sufficient grounds for the appeal under the **Grounds for Appeal** section of this policy.
3. This policy **will apply** to decisions relating to the following, except where excluded by policy:
   a) eligibility;
   b) selection;
   c) conflict of interest;
   d) discipline; and
   e) membership, including application for membership.
4. This policy **will not apply** to decisions relating to:
   a) employment;
   b) infractions for doping offences;
   c) the rules of the sport;
   d) selection criteria, quotas, policies, and procedures established by entities other than NWTASSA;
   e) substance, content and establishment of team selection or carding criteria;
   f) volunteer/coach appointments and the withdrawal or termination of those appointments;
   g) budgeting and budget implementation;
   h) NWTASSA's operational structure and committee appointments;
   i) decisions or discipline arising within the business, activities, or *Sanctioned Events* organized by entities other than NWTASSA (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by NWTASSA at its sole discretion);

DRAFT

j) commercial matters for which another appeals process exists under a contract or applicable law;
k) decisions made under this policy;
l) any complaint or report dealt with under the *CSSP* process, and any resulting outcome; or
m) any decision made by the Safeguarding Tribunal or the Appeal Tribunal of the *SDRCC*.

**Timing of Appeal**

5. A *Party* to a *Sport Integrity* and Complaints Policy process or *Registrants* who wish to appeal a decision have seven (7) *Days* from the date on which they received notice of the decision to submit all the following, in writing, to NWTASSA or its Sports Director:
   a) notice of the intention to appeal;
   b) their contact information;
   c) name and contact information of the *Respondent* and any *Affected Parties*, when known to the *Appellant*;
   d) date the *Appellant* was advised of the decision being appealed;
   e) a copy of the decision being appealed, or description of decision if written document is not available;
   f) grounds for the appeal;
   g) detailed reasons for the appeal;
   h) all evidence that supports these grounds;
   i) requested remedy or remedies; and
   j) an administration fee of five hundred dollars ($500), which will be refunded if the appeal is upheld.
6. A *Party* to a *Sport Integrity* and Complaints Policy process or *Registrant* who wishes to initiate an appeal beyond the seven (7) *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 seven (7) *Day* period will be at the sole discretion of the *Appeal Manager* and may not be appealed.

**Member Appeal**

7. NWTASSA may hear appeals of *Members*' decisions heard pursuant to this policy, at its discretion.

DRAFT

**Grounds for Appeal**

8. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds include if NWTASSA or a designate:
    a) made a decision that it did not have the authority or jurisdiction (as set out in the applicable governing documents) to make;
    b) failed to follow its own procedures (as set out in the applicable governing documents);
    c) 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); or
    d) made a decision that was unreasonable.

**Screening of Appeal**

9. NWTASSA will appoint an independent *Appeal Manager* (who must not be in a conflict of interest, have had any prior involvement in the matter under appeal or have any direct relationship with the *Parties*) who has the following responsibilities:
    a) to determine if the appeal falls under the scope of this policy;
    b) to determine if the appeal was submitted in a timely manner; and
    c) to decide whether there are sufficient grounds for the appeal.
10. If the *Appeal Manager* denies the appeal because 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* will be notified, in writing, of the reasons for this decision. This decision may not be appealed.
11. If the *Appeal Manager* is satisfied there are sufficient grounds for an appeal, the *Appeal Manager* will appoint an Appeal Panel which shall consist of a single individual, to hear the appeal.
12. In extraordinary circumstances, and at the discretion of the *Appeal Manager*, an Appeal Panel composed of three (3) persons may be appointed to hear the appeal. In this event, the *Appeal Manager* will appoint one of the Appeal Panel's members to serve as the Chair.

DRAFT

**Determination of Affected Parties**

13. To confirm the identification of any *Affected Parties*, the *Appeal Manager* will engage NWTASSA. The *Appeal Manager* may determine whether a *Party* is an *Affected Party* in their sole discretion.

**Procedure for Appeal Hearing**

14. The *Appeal Manager* shall notify the *Parties* that the appeal will be heard. The *Appeal Manager* shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the *Appeal Manager* and may not be appealed.
15. If a *Party* chooses not to participate in the hearing, the hearing will proceed without further notice or opportunity to participate or provide submissions for the *Party* refusing to participate.
16. The format of the hearing may involve an in-person hearing, an oral hearing by telephone 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 *Appeal Manager* and the Appeal Panel deem appropriate in the circumstances. The following guidelines will apply to the hearing:
    a) The hearing will be held within a timeline determined by the *Appeal Manager*;
    b) The *Parties* will be given reasonable notice of the day, time, and place of an oral, in-person hearing or oral hearing by telephone or electronic communications;
    c) Copies of any written documents which any of the *Parties* wish to have the Appeal Panel consider will be provided to all *Parties* in advance of the hearing;
    d) The *Parties* may be accompanied by a representative, advisor, or legal counsel at their own expense;
    e) The Appeal Panel may request that any other individual participate and give evidence at an in-person hearing or oral hearing by telephone or electronic communications;
    f) The Appeal 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;

DRAFT

g) 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 an *Affected Party* to the appeal in question and will be bound by its outcome; and

h) The decision to uphold or reject the appeal will be by a majority vote of Appeal Panel members.

17. In fulfilling its duties, the Appeal Panel may obtain independent advice.

**Appeal Decision**

18. 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 and that this error had a material effect on the decision or decision-maker.

19. The Appeal Panel shall issue its decision, in writing and with reasons, within seven (7) *Days* after the hearing's conclusion. In making its decision, the Appeal Panel will have no greater authority than that of the original decision-maker. The Appeal Panel may decide to:

    a) reject the appeal and confirm the decision being appealed;

    b) uphold the appeal and refer the matter back to the initial decision-maker for a new decision; or

    c) uphold the appeal and vary the decision.

20. The Appeal Panel will also determine whether costs of the appeal will be assessed against any *Party*. In assessing costs, the Appeal Panel will consider the outcome of the appeal, the conduct of the *Parties*, and the *Parties*' respective financial resources.

21. The Appeal Panel's written decision, with reasons, will be distributed to all *Parties*, the *Appeal Manager*, and NWTASSA. In extraordinary circumstances, the Appeal 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 and published according to the **Publication Guidelines** (see **Appendix B** of the *Sport* Integrity and Complaints Policy) unless decided otherwise by the Appeal Panel.

DRAFT

**Timelines**

22. If the circumstances of the appeal are such that adhering to the timelines outlined by this policy will not allow a timely resolution to the appeal, the *Appeal Manager* and/or Appeal Panel may direct that these timelines be revised.

**Confidentiality**

23. The appeals process is confidential and involves only the *Parties*, NWTASSA the *Appeal Manager*, the Appeal Panel, and any independent advisors to the Appeal Panel. Once initiated and until a decision is released, none of the *Parties* (or their *Representatives* or witnesses) will disclose confidential information relating to the appeal to any person not involved in the proceedings, unless NWTASSA is required to notify an organization such as an international federation, Sport Canada or other sport organization (e.g., where *Provisional Measures* have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.
24. Any failure to respect the confidentiality requirement may result in further sanctions or discipline by the Appeal Panel.

**Final and Binding**

25. The decision of the Appeal Panel shall be binding on the *Parties*.
26. No action or legal proceeding will be commenced against NWTASSA or *Registrants* in respect of a dispute, unless NWTASSA has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in governing documents.

DRAFT

# SOCIAL MEDIA POLICY

## Preamble

1. NWTASSA is aware that *Registrant* interaction and communication occurs frequently on *Social Media*. NWTASSA cautions *Registrants* that any conduct falling short of the standard of behaviour required by this *Social Media Policy* and the *Code* may be subject to the disciplinary sanctions identified within the *Sport Integrity and Complaints Policy*.
2. NWTASSA recognizes that communication between *Registrants* should be guided by principles that ensure the safety of the *Registrants* and that maintain and strengthen effective relationships.
3. NWTASSA further recognizes that *Minor Athletes*, who are *Vulnerable Registrants*, may prefer to communicate through electronic interaction. NWTASSA strives to ensure that *Athletes* are protected during electronic interactions with *Persons in Authority* and that they are not placed in a vulnerable situation.

## Application of this Policy

4. This policy applies to all *Registrants*.

## Conduct and Behaviour

5. All conduct and behaviour occurring on *Social Media* must comply with the *Code*.
6. *Registrants* may not engage in the following behaviour on *Social Media*:
   a) Posting a disrespectful, hateful, harmful, disparaging, or insulting comment on a social medium;
   b) Posting a picture, altered picture, or video on a social medium that is harmful, disrespectful, insulting, embarrassing, suggestive, provocative, or otherwise offensive;
   c) Creating or contributing to a Facebook group, webpage, Instagram account, X/Twitter feed, blog, or online forum devoted solely or in part to promoting negative or disparaging remarks or commentary about NWTASSA; or
   d) Any instance of cyber-*Bullying* or cyber-*Harassment* where incidents of cyber-*Bullying* and cyber-*Harassment* can include but are not limited to the following conduct on any social medium, via text message, or via

DRAFT

email: regular insults, negative comments, vexatious behaviour, pranks or jokes, threats, posing as another person, spreading rumours or lies, or other harmful behaviour.

**Registrants' Responsibilities**

7. *Registrants* should be aware that their *Social Media* activity may be viewed by anyone, including NWTASSA.
8. If NWTASSA unofficially engages with a *Registrant* on *Social Media* (such as by retweeting a tweet or sharing a photo/post on Facebook) the *Registrant* may, at any time, ask NWTASSA to cease this engagement.
9. When using *Social Media*, a *Registrant* must model appropriate behaviour befitting the *Registrant's* role and status in connection with NWTASSA.
10. Removing content from *Social Media* after it has been posted (either publicly or privately) does not excuse the *Registrant* from being subject to the *Sport Integrity and Complaints Policy*.
11. An individual who believes that a *Registrant's* electronic communication media and/or *Social Media* activity is inappropriate or may violate policies and procedures should report the matter to NWTASSA in the manner outlined by the *Sport Integrity and Complaints Policy*.

**NWTASSA's Responsibilities**

12. NWTASSA has a responsibility to understand if and how *Persons in Authority* and *Athletes* are using *Social Media* to communicate with each other. *Persons in Authority* and *Athletes* may need to be reminded that behaviour in *Social Media* is still subject to the *Code* and *Social Media Policy*.
13. Complaints and concerns about the behaviour of a *Person in Authority* or *Athlete* in *Social Media* can be addressed under the *Sport Integrity and Complaints Policy*.

**Guidelines**

14. The Guidelines in this section provide *Persons in Authority* and *Athletes* with tips and suggestions for *Social Media* use. *Persons in Authority* and *Athletes* are strongly encouraged to develop their own strategy for *Social Media* use (either written down or not) and ensure that their strategy for *Social Media* use is acceptable pursuant to the *Code*.

DRAFT

15. Given the nature of *Social Media* as a continually developing communication sphere, *Persons in Authority* and *Athletes* must use their best judgment when interacting with *Social Media*. These Guidelines are not hard and fast rules or behavioural laws; but rather recommendations that will inform individuals' best judgment.
16. Any behaviour on *Social Media* which violates the *Code* may be subject to discipline.

**Guidelines for Persons in Authority**

17. *Persons in Authority* should consider the following guidelines to inform their own strategy for *Social Media* use:
    a) With *Minor Athletes*, ensure that parents/guardians are aware if some interactions may take place on *Social Media* and the context for those interactions, and give parents/guardians the option to prohibit or restrict communication in this space;
    b) Attempt to make communication with *Athletes* on *Social Media* as one-sided as possible. Be available for *Athletes* if they initiate contact – *Athletes* may wish to have this easy and quick access to you – but *Persons in Authority* should never impose themselves onto an *Athlete's* personal *Social Media* space;
    c) Ensure all *Social Media* communication is professional, unambiguous, and on-topic. Avoid emojis and unspecific language that can be interpreted in multiple ways;
    d) Choosing not to engage with *Social Media* is an acceptable strategy. Be prepared to inform *Athletes* (and/or parents/guardians) if you will not engage in this space and explain which media you will use to communicate with them;
    e) *Athletes* will search for your *Social Media* accounts. Be prepared for how you will respond when an *Athlete* attempts to interact with you on *Social Media*;
    f) Annually review and update the privacy settings on all your *Social Media* accounts;
    g) Consider monitoring or being generally aware of *Athletes*' public *Social Media* behaviour to ensure compliance with the *Code* and this policy;
    h) Never demand access to an *Athlete's* private posts on X/Twitter, Instagram, or Facebook;

DRAFT

i) Do not send friend requests to *Athletes*. Never pressure *Athletes* to send you a friend request or follow your *Social Media* accounts;
j) If you accept a friend request from one *Athlete*, you should accept these requests from all *Athletes*. Be careful not to show favouritism on *Social Media*;
k) Consider managing your *Social Media* so that *Athletes* do not have the option to follow you on X/Twitter or send you a friend request on Facebook;
l) Do not identify *Minor Athletes* on publicly available *Social Media*;
m) Seek permission from adult *Athletes* before identifying them on publicly available *Social Media*;
n) Avoid adding *Athletes* to Snapchat and do not send snapchats to *Athletes*;
o) Do not post pictures or videos of *Minor Athletes* on your private *Social Media* accounts;
p) Be aware that you may acquire information about an *Athlete* that imposes an obligation of disclosure on your part (such as seeing pictures of *Minor Athletes* drinking during a trip);
q) If selection decisions and other official team business are announced on *Social Media*, ensure they are also posted on a less-social medium like a website or distributed via email;
r) Never require *Athletes* to join Facebook, join a Facebook group, subscribe to a X/Twitter or Bluesky feed, or join a Facebook page about your team or organization;
s) If you create a page on Facebook or Instagram for your team or *Athlete*, do not make this *Social Media* site the exclusive location for important information. Duplicate important information in less-social channels (like on a website or via email);
t) Exercise appropriate discretion when using *Social Media* for your own personal communications (with friends, colleagues, and other *Persons in Authority*) with the knowledge that your behaviour may be used as a model by *Athletes*;
u) Avoid association with Facebook groups, Instagram accounts, or X/Twitter feeds with explicit sexual conduct or viewpoints that might offend or compromise your relationship with an *Athlete*; and
v) Never misrepresent yourself by using a fake name or fake profile.

DRAFT

**Social Media Guidelines for Athletes**

18. The following tips should be used by *Athletes* to inform their own strategy for *Social Media* use:
    a) Set your privacy settings to restrict who can search for you and what private information other people can see;
    b) Coaches, teammates, officials, or opposing competitors may all add you to Facebook or follow you on Instagram or X/Twitter. You are not required to follow anyone or be Facebook friends with anyone;
    c) Avoid adding *Persons in Authority* to Snapchat and do not send snapchats to *Persons in Authority*;
    d) If you feel *Harassed* by someone in a social medium, report it to your coach or another *Person in Authority* with your organization;
    e) You do not have to join a fan page on Facebook or follow a X/Twitter feed or Instagram account;
    f) Content posted on a social medium, relative to your privacy settings, is considered public. In most cases, you do not have a reasonable expectation of privacy for any material that you post;
    g) Content posted to a social medium is almost always permanent – consider that other individuals may take screencaps of your content (even snapchats) before you can delete them;
    h) Avoid posting pictures of, or alluding to, participation in illegal activity such as: speeding, physical assault, *Harassment*, drinking alcohol (if underage), and smoking cannabis (if underage);
    i) Model appropriate behaviour in *Social Media* befitting your status as a) an *Athlete*, and b) a *Member* and/or *Registrant* of your organization and its governing organizations. As a *Member* and/or *Registrant* of your organization, you have agreed to the *Code* and must follow that *Code* when you post material and interact with other people through electronic communication and *Social Media*; and
    j) Be aware that your public Facebook page, Instagram account, or X/Twitter feed may be monitored by your organization, coach, or by another organization and content or behaviour demonstrated in *Social Media* may be subject to sanction under the *Sport Integrity and Complaints Policy*.

DRAFT

# SCREENING POLICY

## Preamble

1. NWTASSA understands that screening personnel and volunteers is a vital part of providing a safe sporting environment and has become a common practice among sport organizations that provide programs and services to the sport community.

## Application of this Policy

2. This policy applies to all individuals whose position with NWTASSA is one of trust or authority which may relate to, at a minimum, finances, supervision, or *Vulnerable Registrants*.
3. Not all individuals associated with NWTASSA will be required to obtain a *Criminal Record Check* or submit screening documents because not all positions pose a risk of harm to NWTASSA or *Registrants*. NWTASSA will determine which individuals will be subject to screening using the following guidelines (NWTASSA may vary the guidelines at its discretion):

   *Level 1 – Low Risk – Registrants* involved in low-risk assignments who are not in a supervisory role, not directing others, not involved with finances, and/or do not have unsupervised access to *Vulnerable Registrants*. Examples include parents, youth, or volunteers who are helping out on a non-regular or informal basis

   *Level 2 – Medium Risk – Registrants* involved in medium risk assignments who may be in a supervisory role, may direct others, may be involved with finances, and/or who may have limited access to *Vulnerable Registrants*. Examples include:

   a) *Athlete Support Personnel*;
   b) non-coach employees or managers;
   c) directors;
   d) coaches who are typically under the supervision of another coach; and
   e) officials.

   *Level 3 – High Risk – Registrants* involved in high-risk assignments who occupy positions of trust and/or authority, have a supervisory role, direct others, are involved with finances, and who have frequent or unsupervised access to *Vulnerable Registrants*. Examples include:

DRAFT

a) *Athlete Support Personnel*;
b) full-time coaches;
c) *Athlete Support Personnel* who travel with *Athletes*; and
d) *Athlete Support Personnel* who could be alone with *Athletes*.

**Screening Committee**

4. The implementation of this policy is the responsibility of the Screening Committee which is a committee composed of either one (1) or three (3) individuals. NWTASSA will ensure that the members appointed to the Screening Committee possess the requisite skills, knowledge, and abilities to accurately screen documents and render decisions under this policy.
5. The Screening Committee is responsible for reviewing all documents submitted and based on the review, making decisions regarding the appropriateness of individuals filling positions within NWTASSA. In carrying out its duties, the Screening Committee may consult with independent experts, including lawyers, police, risk management consultants, volunteer screening specialists, or any other person.
6. Nothing in this policy restricts or limits the Screening Committee from requesting that the individual attend an interview with the Screening Committee if the Screening Committee considers that an interview is appropriate and necessary to screen the individual's application.
7. Nothing in this policy restricts or limits the Screening Committee from requesting the individual's authorization to contact any professional, sporting, or other organization to assess the individual's suitability for the position that they are seeking. The Screening Committee may also request further information from the individual on more than one occasion, subject to the individual's right to insist that the Screening Committee decide based on the information before it.
8. The Screening Committee may, where appropriate, draw an adverse inference from an individual's failure to provide information or answer queries.
9. When assessing an individual's screening application, the Screening Committee shall determine whether there is reason to believe that the individual may pose a risk to NWTASSA or to another individual.

DRAFT

10. An individual having been previously penalized for a prior offence shall not prevent the Screening Committee from considering that offence as part of the individual's screening application.
11. If the Screening Committee determines based on the individual's screening application, in addition to any further material received by it, that the individual does not pose a risk to the *Members* of NWTASSA, the Screening Committee shall approve the individual's application, subject to the Screening Committee's right to impose conditions.
12. In the case of a decision denying an application or approving an application with conditions, a copy of the decision shall be provided to the applicant and to the Board of Directors of NWTASSA, which may disseminate the decision as they see fit to best fulfil the mandate of NWTASSA.
13. A *Registrant* whose screening application has been denied or revoked may not re-apply to participate in the programs or activities of NWTASSA for two (2) years from the date the rejected application was made.

**Screening Requirements**

14. A Screening Requirements Matrix is provided as **Appendix A**.
15. It is the policy of NWTASSA that when an individual is first engaged by the organization:
    a) Level 1 individuals will:
        i. complete an Application Form (**Appendix B**);
        ii. complete a Screening Disclosure Form (**Appendix C**); and
        iii. participate in training, orientation, and monitoring as described in the Screening Requirements Matrix (**Appendix A**).
    b) Level 2 individuals will:
        i. complete an Application Form (**Appendix B**);
        ii. complete a Screening Disclosure Form (**Appendix C**);
        iii. complete and provide an *E-PIC*;
        iv. provide one letter of reference related to the position;
        v. participate in training, orientation, and monitoring as described in the Screening Requirements Matrix (**Appendix A**); and
        vi. provide a driver's abstract, if requested.
    c) Level 3 individuals will:
        i. complete an Application Form (**Appendix B**);
        ii. complete a Screening Disclosure Form (**Appendix C**);

DRAFT

iii. complete and provide an *E-PIC* and a *VSC*;
iv. provide one letter of reference related to the position; and
v. participate in training, orientation, and monitoring as described in the Screening Requirements Matrix (**Appendix A**).
vi. Provide a driver's abstract, if requested.

d) If an individual subsequently receives a charge, conviction for, or is found guilty of, an offence they will report this circumstance immediately to NWTASSA. Additionally, the individual will inform NWTASSA of any changes in their circumstance that would alter their original responses in their Screening Disclosure Form.

e) If NWTASSA learns that an individual has provided false, inaccurate, or misleading information, the individual will immediately be removed from their position and may be subject to further discipline in accordance with the *Sport Integrity and Complaints Policy*.

**Minors**

16. For the purposes of this policy, NWTASSA defines a *Minor* as someone who is younger than 18 years of age. When screening *Minor*, NWTASSA will:
    a) not require the *Minor* to obtain a *VSC* or *E-PIC*; and
    b) in lieu of obtaining a *VSC* or *E-PIC*, require the *Minor* to submit up to two (2) additional letters of reference.
17. Notwithstanding the above, NWTASSA may ask a *Minor* to obtain a *VSC* or *E-PIC* if NWTASSA suspects the Minor has an adult conviction and therefore has a criminal record. In these circumstances, NWTASSA will be clear in its request that it is not asking for the *Minor's* youth record. NWTASSA understands that they may not request to see a *Minor's* youth record.

**Renewal**

18. Unless the Screening Committee determines, on a case-by-case basis, to modify the submission requirements, individuals who are required to submit an *E-PIC*, Screening Disclosure Form, or Screening Renewal Form, are required to submit the documents as follows:
    a) an *E-PIC* every three (3) years;
    b) a Screening Disclosure Form every three (3) years;
    c) a Screening Renewal Form (**Appendix D**) every year; and
    d) a *Vulnerable Sector Check* once.

DRAFT

19. At any time, including after either the submission of an individual's application or its approval (with or without conditions), the Screening Committee may re-open an individual's file for additional screening if it is advised of new information that, in the discretion of NWTASSA, could affect the assessment of the individual's suitability for participation in the programs or activities of NWTASSA, or the individual's interactions with other individuals involved with NWTASSA.

**Orientation, Training, and Monitoring**

20. The type and amount of orientation, training, and monitoring will be based on the individual's level of risk, at the discretion of NWTASSA.
21. Orientation may include, but is not limited to, introductory presentations, facility tours, equipment demonstrations, parent/*Athlete* meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or initial period of engagement.
22. Training may include, but is not limited to, certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.
23. At the conclusion of orientation and training, the individual may be required to acknowledge, in written form, that they have received and completed the orientation and training (**Appendix E**).
24. Monitoring may include, but is not limited to, written or oral reports, observations, tracking, electronic surveillance (e.g., facility security cameras), and site visits.

**How to Obtain an E-PIC or VSC**

25. An *E-PIC* may be obtained online via http://www.backcheck.net/e-pic.htm.
26. *Registrants* may only obtain a *VSC* by visiting an RCMP office or police station, submitting two (2) pieces of government-issued identification (one of which must have a photo), and completing any required paperwork. Fees may also be required.
27. Fingerprinting may be required if there is a positive match with the individual's gender and birth date.
28. NWTASSA understands that it may be required to assist an individual with obtaining a *VSC*. A Request for *VSC* (**Appendix F**) may need to be submitted

DRAFT

or other documentation may need to be completed that describes the nature of NWTASSA and the individual's role with *Vulnerable Registrants*.

**Procedure**

29. Screening documents must be submitted to the Screening Committee.
30. An individual who refuses or fails to provide the necessary screening documents will be ineligible to volunteer or apply for the position sought. The individual will be informed that their application and/or position will not proceed until such time as the screening documents are submitted.
31. NWTASSA understands that there may be delays in receiving the results of an *E-PIC* or a *VSC*. At the discretion of NWTASSA, an individual may be permitted to participate in the role during the delay. This permission may be withdrawn at any time and for any reason.
32. NWTASSA recognizes that different information will be available depending on the type of screening document that the individual has submitted. For example, an *E-PIC* may show details of a specific offence, or not, and/or a *VSC* may be returned with specific information or simply a notification indicating 'cleared' or 'not cleared'. The Screening Committee will use its expertise and discretion when making decisions based on the screening documents that have been submitted.
33. Following the review of the screening documents, the Screening Committee will decide:
    a) the individual has passed screening and may participate in the desired position;
    b) the individual has passed screening and may participate in the desired position with conditions;
    c) the individual has not passed screening and may not participate in the desired position; or
    d) more information is required from the individual.
34. In making its decision, the Screening Committee will consider the type of offence, date of offence, and relevance of the offence to the position sought.
35. The Screening Committee may decide that an individual has not passed screening if the screening documentation reveals any of the following:
    a) if imposed in the last three (3) years:
        i. any offence involving the use of a motor vehicle, including but not limited to, impaired driving;

DRAFT

ii. any offence of assault, physical or psychological violence;
iii. any offence involving trafficking or possession of illegal drugs;
iv. any offence involving conduct against public morals; or
v. any offence involving theft or fraud.

b) if imposed at any time:
i. any offence involving a *Minor* or *Minors*;
ii. any offence involving the possession, distribution, or sale of any child-related pornography; or
iii. any sexual offence.

**Conditions and Monitoring**

36. Excluding the incidents above which, if revealed, would cause the individual to not pass screening, the Screening Committee may determine that incidents revealed on an individual's screening documents may allow the individual to pass the screening process and participate in a desired position with *conditions* imposed. The Screening Committee shall have the sole and unfettered discretion to apply and remove conditions, determine the length of time for the imposition of conditions, and determine how adherence to conditions may be monitored.

**Records**

37. All records will be maintained in a confidential manner and will not be disclosed to others except as required by law, for use in legal, quasi-legal, or disciplinary proceedings.
38. The records kept as part of the screening process include but are not limited to:
a) an individual's *Vulnerable Sector Check*;
b) an individual's *E-PIC* (for a period of three (3) years);
c) an individual's Screening Disclosure Form (for a period of three (3) years);
d) an individual's Screening Renewal Form (for a period of one (1) year);
e) records of any conditions attached to an individual's registration by the Screening Committee; and
f) records of any discipline applied to any individual by NWTASSA or by another sport organization.

DRAFT

## APPENDIX A – SCREENING REQUIREMENTS MATRIX

| Risk Level | Roles (Note Minor Exception Below) | Training Recommended/Required | Screening |
|---|---|---|---|
| **Level 1 Low Risk** | a) Parents, youth or volunteers acting in non-regular or informal basis | Recommended:<br>• Respect in Sport for Activity Leaders<br>• CAC Safe Sport Training | • Complete an Application Form (**Appendix B**)<br>• Complete a Screening Disclosure Form (**Appendix C**)<br>• Participate in training, orientation, and monitoring as determined by NWTASSA |
| **Level 2 Medium Risk** | a) *Athlete Support Personnel*<br>b) Non-coach employees or managers<br>c) Directors<br>d) Coaches who are typically under supervision of another coach<br>e) Officials | Recommended based on role:<br>• Respect in Sport for Activity Leaders<br>• Commit to Kids<br>Required:<br>• CAC Safe Sport Training<br>• NCCP – Making Headway in Sport | • Level 1 Requirements<br>• Complete and provide an *E-PIC*<br>• Provide one (1) letter of reference related to the position, if requested<br>• Provide a driver's abstract, if requested |
| **Level 3 High Risk** | a) Full Time Coaches<br>b) Coaches who travel with *Athletes* | Recommended based on role:<br>• Respect in Sport for Activity Leaders<br>• Commit to Kids<br>Required:<br>• MED Certified | • Level 2 Requirements<br>• Provide a *VSC* |

DRAFT

| | | | |
|---|---|---|---|
| | c) Coaches who could be alone with *Athletes* | | |

**Minor**

For the purposes of this policy, NWTASSA defines a *Minor* as someone who is younger than 19 years old. When screening *Minor*, NWTASSA will:

a) not require the *Minor* to obtain a *VSC* or *E-PIC*; and

b) in lieu of obtaining a *VSC* or *E-PIC*, require the *Minor* to submit up to two (2) additional letters of reference.

DRAFT

## APPENDIX B – APPLICATION FORM

*Note: Registrants who are applying to volunteer or work within certain positions with NWTASSA must complete this Application Form. Registrants need to complete an Application Form once for the position sought. If the individual is applying for a new position within NWTASSA, a new Application Form must be submitted.*

**NAME**:

_____

First Middle Last

**CURRENT PERMANENT ADDRESS**:

_____

Street City Territory Postal

**DATE OF BIRTH:** _____ **GENDER IDENTITY**:_____

Month/Day/Year

**EMAIL**: _____ **PHONE**: _____

**POSITION SOUGHT**: _____

By signing this document below, I agree to adhere to the policies and procedures of NWTASSA, including but not limited to, the *Code of Conduct and Ethics*, *Conflict of Interest Policy*, *Privacy Policy*, and *Screening Policy*. Policies are located at the following link: [INSERT LINK]

I recognize that I must pass certain screening requirements depending on the position sought, as outlined in the *Screening Policy*, and that the Screening Committee will determine my eligibility to volunteer or work in the position.

**NAME (print)**: _____ **DATE**: _____

**SIGNATURE**:_____

DRAFT

## APPENDIX C – SCREENING DISCLOSURE FORM

**NAME**:

_____

First Middle Last

**OTHER NAMES YOU HAVE USED:** _____
**CURRENT PERMANENT ADDRESS**:

_____

Street City Territory Postal

**DATE OF BIRTH:** _____ **GENDER IDENTITY**: _____
Month/Day/Year

**CLUB (if applicable):** _____ **EMAIL**: _____

*Note: Failure to disclose truthful information below may be considered an intentional omission and the loss of volunteer responsibilities or other privileges*

1. **Have you been convicted of a crime? If so, please complete the following information for *each conviction*. Attach additional pages as necessary.**

Name or Type of Offence: _____

Name and Jurisdiction of Court/Tribunal: _____

Year Convicted:_____

Penalty or Punishment Imposed: _____

Further Explanation: _____

2. **Have you ever been disciplined or sanctioned including remedial measures or agreeing to a settlement by or through a process administered by a sport governing body or an independent body (e.g.,**

DRAFT

**sport organization, Abuse-Free Sport, *SIC*, private tribunal, government agency, etc.) or dismissed from a coaching or volunteer position? If so, please complete the following information for each disciplinary action or sanction. Attach additional pages as necessary.**

Name of disciplining or sanctioning body: _____

Date of discipline, sanction, or dismissal: _____

Reasons for discipline, sanction, or dismissal: _____

Penalty, Remedial Measure or Punishment Imposed: _____

Further Explanation: _____

3. **Are criminal charges or any other sanctions, including those from a sport body, private tribunal or government agency, currently pending or threatened against you? If so, please complete the following information for each pending charge or sanction. Attach additional pages as necessary.**

Name or Type of Offence: _____

Name and Jurisdiction of Court/Tribunal: _____

Name of disciplining or sanctioning body: _____

Further Explanation: _____

**PRIVACY STATEMENT**

By completing and submitting this Screening Disclosure Form, I consent and authorize NWTASSA to collect, use and disclose my *Personal Information*, including all information provided on the Screening Disclosure Form as well as my *Enhanced Police Information Check* and/or *Vulnerable Sector Check* (when permitted by law) for the purposes of screening, implementation of the *Screening Policy*, administering membership services, and communicating with national

DRAFT

sport organizations, territorial sport organizations, club members or school members, and other organizations involved in the governance of sport. NWTASSA does not distribute *Personal Information* for commercial purposes.

**CERTIFICATION**

I hereby certify that the information contained in this Screening Disclosure Form is accurate, correct, truthful and complete.

I further certify that I will immediately inform NWTASSA of any changes in circumstances that would alter my original responses to this Screening Disclosure Form. Failure to do so may result in the withdrawal of volunteer responsibilities or other privileges and/or disciplinary action.

**NAME (print)**: _____ **DATE**: _____
**SIGNATURE**:_____

DRAFT

## APPENDIX D – SCREENING RENEWAL FORM

**NAME**:

_____

First Middle Last

**CURRENT PERMANENT ADDRESS**:

_____

Street City Territory Postal

**DATE OF BIRTH:** _____ **GENDER IDENTITY**: _____

Month/Day/Year

**EMAIL**: _____ **PHONE**: _____

By signing this document below, I certify that there have been no changes to my criminal record since I last submitted an *Enhanced Police Information Check* and/or *Vulnerable Sector Check* and/or Screening Disclosure Form and/or Driver's Abstract ("Personal Document") to NWTASSA. I further certify that there are no outstanding charges and warrants, judicial orders, peace bonds, probation or prohibition orders, or applicable non-conviction information, and there have been no absolute and conditional discharges.

I agree that any Personal Document that I would obtain or submit on the date indicated below would be no different than the last Personal Document that I submitted to NWTASSA. I understand that, if there have been any changes or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Personal Document to NWTASSA's Screening Committee instead of this form.

**I recognize that, if there have been changes to the results available from any Personal Document and if I submit this form improperly, then I am subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee.**

**NAME (print)**: _____ **DATE**: _____

**SIGNATURE**:_____

DRAFT

## APPENDIX E – VOLUNTEER ORIENTATION AND TRAINING ACKNOWLEDGMENT FORM

1. I have the following role(s) with NWTASSA (circle as many as apply):
   Parent/Guardian Coach
   Director/Volunteer
   Athlete Official Committee Member
   Other
2. As an individual affiliated with NWTASSA, I acknowledge that I have received and completed the following orientation and training:

Name of Training or Orientation: _____

Instructor: _____ Date Completed: _____

Name of Training or Orientation: _____

Instructor: _____ Date Completed: _____

Name of Training or Orientation: _____

Instructor: _____ Date Completed: _____

**NAME (print)**: _____ **DATE**: _____
**SIGNATURE**:
_____

DRAFT

## APPENDIX F – REQUEST FOR VULNERABLE SECTOR CHECK

*Note: NWTASSA must modify this letter to adhere to any requirements from the VSC provider*

### INTRODUCTION

NWTASSA is requesting a *Vulnerable Sector Check* for _____ [insert individual's full name] who identifies as a _____ [insert gender identity] and who was born on _____ [insert birthdate].

### DESCRIPTION OF ORGANIZATION

NWTASSA is a not-for-profit territorial organization for the sport of speed skating in the Northwest Territories.

### DESCRIPTION OF ROLE

_____ [insert individual's name] will be acting as a _____ [insert individual's role]. In this role, the individual will have access to vulnerable individuals.

[Insert additional information re: type and number of vulnerable individuals, frequency of access, etc.]

### CONTACT INFORMATION

If more information is required, please contact NWTASSA:

[Insert contact information]

Signed: _____ Date: _____

DRAFT

# PRIVACY POLICY

## General

1. Background – Privacy of *Personal Information* is governed by the federal *Personal Information Protection and Electronics Documents Act* ("PIPEDA"). This policy describes the way that NWTASSA collects, uses, safeguards, discloses, and disposes of *Personal Information*, and states NWTASSA's commitment to collecting, using, and disclosing *Personal Information* responsibly. This policy is based on the standards required by PIPEDA and NWTASSA's interpretation of these responsibilities.
2. Purpose – The purpose of this policy is to govern the collection, use and disclosure of *Personal Information* during commercial activities in a manner that recognizes the right to privacy of *Registrants* with respect to their *Personal Information* and the need of NWTASSA to collect, use or disclose *Personal Information*.

## Application of this Policy

3. Application – This Policy applies to *Representatives* in connection *Personal Information* that is collected, used, or disclosed during any *Commercial Activity* related to NWTASSA.
4. Ruling on Policy – Except as provided in the *Act*, the Board of Directors of NWTASSA will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

## Obligations

5. Statutory Obligations – NWTASSA is governed by the *Personal Information Protection, Electronic Documents Act* in matters involving the collection, use and disclosure of *Personal Information*.
6. Additional Obligations – In addition to fulfilling all requirements of the *Act*, NWTASSA and its *Representatives* will also fulfill the additional requirements of this Policy. *Representatives* of NWTASSA will not:
   a) disclose *Personal Information* to a third *Party* during any business or transaction unless such business, transaction or other interest is properly consented to in accordance with this Policy;
   b) knowingly place themselves in a position where they are under obligation to any organization to disclose *Personal Information*;

DRAFT

c) in the performance of their official duties, disclose *Personal Information* to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest;
d) derive personal benefit from *Personal Information* that they have acquired during the course of fulfilling their duties with NWTASSA; or
e) accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of *Personal Information*.

**Accountability**

7. Privacy Officer – The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security and for ensuring that all staff receives appropriate training on privacy issues and their responsibilities. The Privacy Officer also handles *Personal Information* access requests and complaints. The Privacy Officer may be contacted as follows:

**NWTASSA**
Box2664,Yellowknife,NT, X1A 2P9
Email: nwtspeedskating@gmail.com

8. Duties – The Privacy Officer will:
   a) implement procedures to protect *Personal Information*;
   b) establish procedures to receive and respond to complaints and inquiries;
   c) record all persons having access to *Personal Information*;
   d) ensure any third-party providers abide by this Policy; and
   e) train and communicate to staff information about NWTASSA's privacy policies and practices.
9. Employees – NWTASSA shall be responsible to ensure that the employees, contractors, agents, or otherwise of NWTASSA are compliant with the *Act* and this Policy.

**Identifying Purposes**

10. Purpose – *Personal Information* may be collected from *Representatives* and prospective *Representatives* for purposes that include, but are not limited to, the following:

DRAFT

*Communications:*

a) Sending communications in the form of e-news or a newsletter with content related to NWTASSA programs, *Sanctioned Events*, fundraising, activities, discipline, appeals, and other pertinent information;
b) Publishing articles, media relations and postings on NWTASSA's website, displays or posters;
c) Award nominations, biographies, and media relations;
d) Communication within and between *Representatives*;
e) Discipline results and long-term suspension list;
f) Checking residency status; or
g) Posting images, likeness or other identifiable attributes to promote NWTASSA.

*Registration, Database Entry and Monitoring:*

a) Registration of programs, *Sanctioned Events* and activities;
b) *SIC* Database and/or Public Registry entry;
c) Database entry at the Coaching Association of Canada and to determine level of coaching certification coaching qualifications and coach selection;
d) Database entry to determine level of officiating certification and qualifications;
e) Determination of eligibility, age group and appropriate level of play/competition;
f) *Athlete* registration, outfitting uniforms, and various components of *Athlete* and team selection;
g) Technical monitoring, officials training, educational purposes, sport promotion, and media publications;
h) Selection;
i) Implementation of classification; or
j) Technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion.

*Sales, Promotions and Merchandising:*

a) Purchasing equipment, coaching manuals, resources and other products; or
b) Promotion and sale of merchandise.

*General:*

a) Travel arrangement and administration;

DRAFT

b) Implementation of NWTASSA's screening program;
c) Medical emergency, emergency contacts or reports relating to medical or emergency issues;
d) Determination of membership demographics and program wants and needs;
e) Managing insurance claims and insurance investigations;
f) Video recording and photography for personal use, and not commercial gain, by spectators, parents, and friends;
g) Video recording and photography for promotional use, marketing and advertising by NWTASSA; or
h) Payroll, honorariums, company insurance and health plans.

11. Purposes not Identified – NWTASSA shall seek consent from individuals when *Personal Information* is used for *Commercial Activity* not previously identified. This consent will be documented as to when and how it was received.

**Consent**

12. Consent – NWTASSA shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. NWTASSA may collect *Personal Information* without consent where reasonable to do so and where permitted by law.
13. Implied Consent – By providing *Personal Information* to NWTASSA, *Registrants* are consenting to the use of the information for the purposes identified in this policy.
14. Withdrawal – An individual may declare to the Privacy Officer in writing to withdraw consent to the collection, use or disclosure of *Personal Information* at any time, subject to legal or contractual restrictions, including under the *CSSP Consent Form*. NWTASSA will inform the *Registrant* of the implications of such withdrawal.
15. Legal Guardians – Consent shall not be obtained from individuals who are *Minors*, seriously ill, or mentally incapacitated and therefore shall be obtained from a parent, legal guardian or person having power of attorney of such an individual.
16. Exceptions for Collection – NWTASSA is not required to obtain consent for the collection of *Personal Information* if:

DRAFT

a) it is clearly in the *Registrant's* interests and consent is not available in a timely way;
b) knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal or territorial law;
c) the information is for media or journalistic purposes; or
d) the information is publicly available as specified in the *Act*.

17. Exceptions for Use – NWTASSA may use *Personal Information* without the *Registrant's* knowledge or consent only:
    a) if NWTASSA has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, territorial or foreign law and the information is used for that investigation;
    b) for an emergency that threatens an individual's life, health or security;
    c) to aggregate information for statistical or scholarly study or research;
    d) if it is publicly available as specified in the *Act;*
    e) if the use is clearly in the individual's interest and consent is not available in a timely way; or
    f) if knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal or territorial law.
18. Exceptions for Disclosure – NWTASSA may disclose *Personal Information* without the individual's knowledge or consent only:
    a) to a lawyer representing NWTASSA;
    b) to collect a debt the individual owes to NWTASSA;
    c) to comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction;
    d) to a government institution that has requested the information, identified its lawful authority, and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, territorial or foreign law; or that suspects that the information relates to national security or the conduct of international affairs; or is for the purpose of administering any federal or territorial law;
    e) to an investigative body named in the *Act* or government institution on NWTASSA's initiative when NWTASSA believes the information concerns a breach of an agreement, or a contravention of a federal,

territorial, or foreign law, or suspects the information relates to national security or the conduct of international affairs;

f) to an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal or territorial law;

g) in an emergency threatening an individual's life, health, or security (NWTASSA must inform the individual of the disclosure);

h) to aggregate information for statistical, scholarly study or research;

i) to an archival institution;

j) 20 years after the individual's death or 100 years after the record was created;

k) if it is publicly available as specified in the regulations; or

l) if otherwise required by law.

**Limiting Collection, Use, Disclosure and Retention**

19. Limiting Collection, Use and Disclosure – NWTASSA shall not collect, use or disclose *Personal Information* indiscriminately. Information collected will be for the purposes specified in this Policy, except with the consent of the individual or as required by law.
20. Retention Periods – *Personal Information* shall be retained as long as reasonably necessary to enable participation in NWTASSA, to maintain accurate historical records and/or as may be required by law.
21. Destruction of Information – Documents shall be destroyed by way of shredding and electronic files will be deleted in their entirety.

**Safeguards**

22. Safeguards – *Personal Information* shall be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.

**Breaches**

23. Breaches – NWTASSA is required to report breaches of its security safeguards and any unauthorized disclosure of, or access to, *Personal Information* to the Office of the Privacy Commissioner if the breach, disclosure, or access may pose a "real risk of significant harm" to an individual. A "real risk of significant harm" is defined as: "*Bodily harm,*

*humiliation, damage to reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the credit record and damage to or loss of property"*.

24. Reporting – NWTASSA will report the breach or unauthorized access or disclosure to the Office of the Privacy Commissioner in the form and format specified by the Office of the Privacy Commissioner or will be subject to financial penalties.
25. Records and Notification – In addition to reporting the breach or unauthorized access or disclosure, NWTASSA will keep records of the breach and inform affected individuals.

**Individual Access**

26. Access – Upon written request, and with assistance from NWTASSA, an individual may be informed of the existence, use and disclosure of his or her *Personal Information* and shall be given access to that information. Further, an individual is entitled to be informed of the source of the *Personal Information* along with an account of third *Parties* to whom the information has been disclosed.
27. Response – Requested information shall be disclosed to the individual within thirty (30) *Days* of receipt of the written request at no cost to the individual, or at nominal costs relating to photocopying expenses, unless there are reasonable grounds to extend the time limit.
28. Denial – An individual may be denied access to his or her *Personal Information* if the information:
    a) cannot be disclosed for legal, security, or commercial proprietary purposes; or
    b) is subject to solicitor-NWTASSA privilege or litigation privilege.
29. Reasons – Upon refusal, NWTASSA shall inform the individual the reasons for the refusal and the associated provisions of the *Act*.
30. Identity – Sufficient information shall be required to confirm an individual's identity prior to providing that individual an account of the existence, use, and disclosure of *Personal Information*.

**Challenging Compliance**

31. Challenges – An individual shall be able to challenge compliance with this Policy and the *Act* to the designated individual accountable for compliance.

32. Procedures – Upon receipt of a complaint NWTASSA shall:
    a) record the date the complaint is received;
    b) notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
    c) acknowledge receipt of the complaint by way of written communication and clarify the nature of the complaint within three (3) *Days* of receipt of the complaint;
    d) appoint an investigator using Organization personnel or an independent investigator, who shall have the skills necessary to conduct a fair and impartial investigation and shall have unfettered access to all relevant file and personnel, within ten (10) *Days* of receipt of the complaint;
    e) Upon completion of the investigation and within twenty-five (25) *Days* of receipt of the complaint, the investigator will submit a written report to NWTASSA; and
    f) Notify the *Complainant* to the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures within thirty (30) *Days* of receipt of the complaint.
33. Whistleblowing – NWTASSA shall not dismiss, suspend, demote, discipline, *Harass* or otherwise disadvantage any director, officer, employee, committee member volunteer, trainer, contractor, and other decision-maker within NWTASSA or deny that person a benefit because the individual, acting in good faith and on the basis of reasonable belief:
    a) disclosed to the commissioner that NWTASSA has contravened or is about to contravene the *Act*;
    b) has done or stated an intention of doing anything that is required to be done in order to avoid having any person contravene the *Act*; or
    c) has refused to do or stated an intention of refusing to do anything that is in contravention of the *Act*.

**IP Address**

34. IP Address – NWTASSA does not collect, use, or disclose *Personal Information* such as *IP Addresses*.

DRAFT

**Applicable Law**

35. Applicable Law – NWTASSA website is created and controlled by NWTASSA in the Northwest Territories. As such, the laws of the territory of Northwest Territories shall govern these disclaimers, terms, and conditions.

DRAFT

## WHISTLEBLOWER POLICY

### Purpose

1. NWTASSA is committed to fostering an environment conducive to open communication regarding the business practices of NWTASSA and to protecting *Workers* from unlawful retaliation and discrimination for their having properly disclosed or reported illegal or unethical conduct.
2. To further this commitment, this Policy:
   a) establishes guidance for the receipt, retention and treatment of verbal or written reports received by NWTASSA from a *Worker* regarding actions that (i) are illegal, unethical or contrary to NWTASSA's policies in respect of accounting, internal controls, disclosure, or business practices or (ii) constitute discrimination, *Harassment*, violence or abuse against a *Worker* by a director or another *Worker*;
   b) provides *Workers* who make a report with a means to make reports in a confidential and anonymous manner; and
   c) demonstrates NWTASSA's intention to discipline any person who commits an act of retaliation or reprisal against a *Worker* up to and including termination of employment for just cause, in the case of employees.

### Application

3. This policy only applies to *Workers* who observe, or experience incidents of wrongdoing committed by directors or by other *Workers*.
4. Incidents of wrongdoing or misconduct observed or experienced by *Registrants*, volunteers, spectators, parents of *Registrants*, or other individuals not employed or contracted by NWTASSA can be reported under the terms of the *Sport Integrity and Complaints Policy* and/or reported to the Organization's Board of Directors or senior staff person to be handled under the terms of the individual *Worker's* Employment Agreement or Contractor Agreement, as applicable, and/or NWTASSA's policies for human resources.
5. Matters reported under the terms of this policy may be referred to be heard under the *Sport Integrity and Complaints Policy*, at the discretion of the Compliance Officer.
6. Any violation of this Policy that may be considered "*Prohibited Behaviour*" or "*Maltreatment*" (as defined in the *UCCMS*) when the *Respondent* is a

DRAFT

*Registrant* who has been designated by a *CSSP [Sport Organization]* as a *CSSP Participant*, will be handled pursuant to the policies and procedures of the *CSSP* Rules, subject to the rights of NWTASSA as set out in the *Sport Integrity and Complaints Policy* and any applicable *Workplace* policies.

**Wrongdoing**

7. Wrongdoing can be defined as:
   a) violating the law;
   b) intentionally or seriously breaching of the *Code*;
   c) committing or ignoring risks to the life, health, or safety of a *Registrant*, volunteer, *Worker*, or other individual;
   d) directing an individual or *Worker* to commit a crime, serious breach of a policy, or other wrongful act; or
   e) fraud.

**Pledge**

8. NWTASSA pledges not to dismiss, penalize, discipline, or retaliate or discriminate against any *Worker* who discloses information or submits, in good faith, a report against another *Worker* or director under the terms of this policy.
9. Any individual affiliated with NWTASSA who breaks this **Pledge** will be subject to disciplinary action.

**Reporting Wrongdoing**

10. A *Worker* who believes that a director or another *Worker* has committed an act of wrongdoing should prepare a report that includes the following:
    a) a written description of the act or actions that comprise the alleged wrongdoing, including the date and time of the action(s);
    b) the identities and roles of other individuals or *Workers* (if any) who may be aware of, affected by, or complicit in, the wrongdoing;
    c) why the act or action should be considered to be wrongdoing; and
    d) how the wrongdoing affects the *Worker* submitting the report (if applicable).

DRAFT

**Authority**

11. The following Compliance Officer has been appointed to receive reports made under this policy:

Independent Third Party
ALIAS

12. After receiving the report, the Compliance Officer has the responsibility to:
    a) assure the *Worker* of the **Pledge**;
    b) connect the *Worker* to the Alternate Liaison if the individual feels that they cannot act in an unbiased or discrete manner due to the individual's role with NWTASSA and/or the content of the report;
    c) determine if the report is frivolous, vexatious, or not submitted in good faith (e.g., the submission of the report is motivated by personal interests and/or the content of the report is obviously false or malicious) and, if so, inform the *Worker* that no action will be taken on the report and the reasons why the report has been considered frivolous, vexatious, or not in good faith;
    d) determine if the *Whistleblower Policy* applies or if the matter should be handled under the *Sport Integrity and Complaints Policy* or the *CSSP*;
    e) determine if the local police service should be contacted;
    f) determine if mediation or alternative dispute resolution can be used to resolve the issue;
    g) determine if NWTASSA's president and/or senior staff person should or can be notified of the report; and
    h) begin an investigation.

**Alternate Liaison**

13. If the *Worker* feels that the Compliance Officer is unable to act in an unbiased or discrete manner due to the individual's role with NWTASSA and/or the content of the report, the *Worker* should contact the following individual who will act as an independent liaison between the *Worker* and the Compliance Officer:

Bill Othmer
Sport North Federation

DRAFT

14. The Alternate Liaison will not disclose the *Worker's* identity to the Compliance Officer or to anyone affiliated with NWTASSA without the *Worker's* consent.
15. A *Worker* who is unsure if they should submit a report, or who does not want to have their identity known, may contact the Alternate Liaison for informal advice about the process.

**Investigation**

16. If the Compliance Officer determines that an investigation should be launched, the Compliance Officer may decide to contract an external investigator. In such cases, NWTASSA's president and/or senior staff person may be notified that an investigation conducted by an external investigator is necessary without the nature of the investigation, content of the report, or identity of the *Worker* who submitted the report being disclosed. NWTASSA's president and/or senior staff person may not unreasonably refuse the decision to contract an external investigator.
17. An investigation launched by the Compliance Officer, Alternate Liaison or by an external investigator should, generally, take the following form:
    a) follow-up interview with the *Worker* who submitted the report;
    b) identification of *Workers*, *Registrants*, volunteers or other individuals that may have been affected by the wrongdoing;
    c) interviews with such-affected individuals;
    d) interview with the director(s) or *Worker(s)* against whom the report was submitted; and
    e) interview with the supervisor(s) of the *Worker(s)* against whom the report was submitted, if applicable.
18. The investigator will prepare an Investigator's Report – omitting names whenever possible and striving to ensure confidentiality – that will be submitted to NWTASSA's president and/or senior staff person for review and action.

**Decision**

19. Within fourteen (14) *Days* after receiving the Investigator's Report, NWTASSA's president and/or senior staff person will take corrective action, as required. Corrective action may include, but is not limited to including:

DRAFT

a) enacting and/or enforcing policies and procedures aimed at eliminating the wrongdoing or further opportunities for wrongdoing;
b) revision of job descriptions; or
c) discipline, suspension, termination, or other action as permitted by the by-laws, territorial employment legislation, applicable policies for human resources, and/or the *Worker's* Employment Agreement or Contractor Agreement.

20. The corrective action, if any, will be communicated to the investigator who will then inform the *Worker* who submitted the report.
21. Decisions made under the terms of this policy may be appealed under the terms of the *Appeal Policy* provided that:
    a) if the *Worker* who submitted the initial report is appealing the decision, the *Worker* understands that their identity must be revealed if they submit an appeal; and
    b) if the director or *Worker* against whom the initial report was submitted is appealing the decision, the *Worker* or director understands that the identity of the *Worker* who submitted the report will not be revealed and that NWTASSA will act as the *Respondent*.

**Confidentiality**

22. Confidentiality at all stages of the procedures outlined in this policy – from the initial report to the final decision – is the goal for all individuals (the *Worker*, the *Worker(s)*, or director(s) against whom the report is submitted, and the individuals interviewed during the investigation). An individual who intentionally breaches the confidentiality clause of this policy will be subject to disciplinary action.
23. In all stages of the investigation, the investigator will take every precaution to protect the identity of the *Worker* who submitted the report and/or the specific nature of the report itself. However, NWTASSA recognizes that there are some instances where the nature of the report and/or the identity of the *Worker* who submitted the report will or may be inadvertently deduced by individuals participating in the investigation.

DRAFT

# RECIPROCATION POLICY

## Purpose

1. The purpose of this policy is to ensure national enforcement and recognition of all sanctions imposed by NWTASSA and *Members* under the applicable policy.

## Application

2. This policy applies to all *Members*.

## Responsibilities

3. NWTASSA will:
   a) provide copies of discipline and appeal decisions rendered within NWTASSA jurisdiction to Speed Skating Canada ("SSC") and a summary to the club(s) and/or affiliated organization(s)[1] affected or impacted by the decision.
   b) for discipline decisions provided to NWTASSA by *Members*, determine per the *Sport Integrity and Complaints Policy* whether to initiate further action against the individual(s) named in the decision; and
   c) recognize the disciplinary sanctions imposed by SSC, provincial/territorial speed skating organizations, *Members,* clubs and affiliated organizations.
   d) Amend a *Registrant's* IceReg[2] status to "suspended" to reflect any *Provisional Measure*, temporary, or permanent disciplinary measures imposed at the provincial/territorial or club level
   e) Ensure that the *Member's* policies and governing documents are maintained in a manner to comply with the reciprocation procedure described herein.
4. *Members* will:
   a) provide copies of discipline and appeal decisions involving *Registrants* to SSC and NWTASSA;

[1] Clubs and Affiliated Organizations are those affiliated with a Provincial/Territorial speed skating organization as defined in Speed Skating Canada policies.
[2] IceReg is the current registration platform used by SSC and NWTASSA.

b) respect the disciplinary sanctions imposed by SSC, provincial/territorial speed skating organizations, and other clubs and affiliated organizations.
c) recognize and enforce the disciplinary sanctions and measures imposed by SSC, NWTASSA and/or the *SIC* related to the *CSSP*;
d) update their registration documents to appropriate reflect the publication and requirements of the reciprocation procedures; and
e) update their governing documents to reference the reciprocation procedures described herein.

DRAFT

## SANCTIONED EVENT DISCIPLINE PROCEDURE

* This *Sanctioned Event Discipline Procedure* does not supersede or replace the *Sport Integrity and Complaints Policy* *

**Purpose**

1. NWTASSA is committed to providing a competition environment in which all *Registrants* are treated with respect. This Procedure outlines how alleged misconduct during a *Sanctioned Event* will be handled.

**Scope and Application**

2. This Procedure will be applied to all *Sanctioned Events* designated by NWTASSA as using this Procedure.
3. If the *Sanctioned Event* is being sanctioned by an organization other than NWTASSA (e.g., by Speed Skating Canada, host society or by an international federation), the procedures for *Sanctioned Event* discipline adopted by the host organization will replace this procedure, which may include the *CSSP* Rules.
4. Incidents involving *Registrants* connected with NWTASSA (such as *Athletes*, *Athlete Support Personnel*, and directors and officers) must be reported by the head coach or team representative to NWTASSA to be addressed under the *Sport Integrity and Complaints Policy,* if necessary.
5. This Procedure does not replace or supersede the *Sport Integrity and Complaints Policy*. Instead, this Procedure works in concert with the *Sport Integrity and Complaints Policy* by outlining, for a designated person with authority at a *Sanctioned Event* sanctioned by NWTASSA, the procedure for taking immediate corrective action in the event of a possible violation of the *Code*.

**Misconduct During Sanctioned Events**

6. Incidents that violate or potentially violate the *Code* or any additional applicable conduct standards, which can occur during a competition, away from the area of competition, or between *Parties* connected to the *Sanctioned Event*, shall be reported to the designated person (Chief Referee) responsible at the *Sanctioned Event*.

DRAFT

7. The designated person at the *Sanctioned Event* shall use the following procedure to address the incident that violated or potentially violated the *Code*:
    a) Notify the involved *Parties* that there has been an incident that violated or potentially violated the *Code;*
    b) Convene an Event Discipline Panel of either one (1) person or three (3) people (one of whom shall be designated the Chairperson), who shall not be in a conflict of interest or involved in the original incident, to determine whether the *Code* has been violated;
    c) The Event Discipline Panel may interview and secure statements from any witnesses to the alleged violation;
    d) If the violation occurred during a competition, interviews may be held with the officials who officiated or observed the competition and with the coaches and captains of each team when necessary and appropriate;
    e) The Event Discipline Panel will attempt to secure a statement from the person(s) accused of the violation;
    f) The Event Discipline Panel will render a decision and determine a possible penalty; and
    g) The Chairperson of the Event Discipline Panel will inform all *Parties* of the Event Discipline Panel's decision.
8. The penalty determined by the Event Discipline Panel may include any of the following, singularly or in combination:
    a) oral or written warning;
    b) oral or written reprimand;
    c) suspension from future competitions at the *Sanctioned Event*;
    d) ejection from the *Sanctioned Event*; or
    e) other appropriate penalty as determined by the Event Discipline Panel.
9. The Event Discipline Panel does not have the authority to determine a sanction that exceeds the duration of the *Sanctioned Event*.
10. A full written report of the incident and the Event Discipline Panel's decision shall be submitted to NWTASSA by the Chair of the Event Discipline Panel following the conclusion of the *Sanctioned Event*.
11. A complaint and further discipline may then be applied in accordance with the *Sport Integrity and Complaints Policy*, if necessary.
12. Decisions made pursuant to this Procedure may not be appealed.

DRAFT

13. This Procedure does not prohibit other *Registrants* from reporting the same incident to NWTASSA to be addressed as a formal complaint under the *Sport Integrity and Complaints Policy* and/or as a report through the *CSSP* process, if applicable.
14. NWTASSA shall record and maintain records of all reported incidents. Decisions by the Event Discipline Panel may be published according to the Publication Guidelines.

**Timelines**

15. The procedures outlined in this Procedure are *Sanctioned Event*-specific and therefore shall be exercised and implemented as soon as it is reasonable to do so. The final decision of the Event Discipline Panel must be reached and communicated to the *Parties* prior to the conclusion of the *Sanctioned Event* for it to be effective.
16. Decisions issued by the Event Discipline Panel after the conclusion of the *Sanctioned Event* will not be enforceable.

DRAFT

# DIVERSITY, EQUITY, AND INCLUSION POLICY

## Purpose

1. NWTASSA is committed to encouraging *Diversity*, *Equity* and *Inclusion* in its administration, policies, programs, and activities.
2. The purpose of this policy is to ensure that NWTASSA provides *Under-Represented Groups* with a full and equitable range of opportunities to participate and lead.

## General

3. NWTASSA will:
    a) provide this policy to all *Registrants* and provide education on the importance of *Diversity*, *Equity*, and *Inclusion* and what this entails in terms of practices, policies, procedures, and norms of behaviour;
    b) provide registration forms and other documents that allow:
        i. the *Registrant* to indicate their gender identity and expression, rather than their sex or gender;
        ii. the *Registrant* to abstain from indicating a gender identity with no consequence to the individual;
        iii. the *Registrant* to indicate their pronoun(s); and
        iv. the *Registrant* to indicate their preferred name.
    c) maintain organizational documents and NWTASSA's website in a manner that promotes inclusive language and images;
    d) refer to *Registrants* by their preferred name and their pronoun(s);
    e) work with *Under-Represented Groups* on the implementation, monitoring and/or modification of this policy;
    f) when NWTASSA has the authority to determine *Registrants*' use of washrooms, change rooms, and other facilities, NWTASSA will permit individuals to use the facilities of their gender identity;
    g) ensure uniforms and dress codes that respect a *Registrant's* gender identity and gender expression;
    h) support *Inclusion*, *Equity*, and access for *Under-Represented Groups*; and
    i) exercise influence with external agencies to encourage *Equity*.

DRAFT

**Programming**

4. NWTASSA is committed to creating and supporting programs that address *Diversity*, *Equity*, and *Inclusion* in sport. For example, NWTASSA will:
    a) ensure that the achievement of equitable opportunities is a key consideration when developing, updating, or delivering NWTASSA's programs and policies;
    b) ensure that *Registrants* from *Under-Represented Groups* have no barriers to participation in NWTASSA's programs, training, and coaching opportunities;
    c) create and support new programming that specifically addresses *Diversity*, *Equity*, and *Inclusion*;
    d) monitor and evaluate the success of its *Diversity*, *Equity*, and *Inclusion* programming;
    e) fund programs and services equitably;
    f) encourage *Under-Represented Groups* to act as role models for young *Registrants*;
    g) create opportunities to advance the number and levels of women in coaching; and
    h) when planning educational sessions, consider a balance of presenters from all gender identities.

**Staff, Board of Directors, Committees**

5. NWTASSA will:
    a) strive to achieve gender balance in the appointment of all committees, task forces and other decision-making or decision-influencing bodies, and in seeking nominations for and appointments to the Board;
    b) include gender equity as a stated value that is accepted and promoted on nominating and selection committees;
    c) ensure equal opportunities exist for all staff to receive professional development to move towards senior levels of decision-making;
    d) develop, update, and deliver all policies, programs and services ensuring the concerns and needs of *Under-Represented Groups* are identified, promoted, and supported; and
    e) deal with any incidence of discriminatory behaviour according to NWTASSA's *Code*.

DRAFT

**Media Relations**

6. NWTASSA will:
    a) strive to ensure that *Under-Represented Groups* are portrayed equitably in promotional materials and official publications, and that gender-neutral language is used in all communications;
    b) produce all written and visual materials in a gender-inclusive manner;
    c) develop a communication plan that strives to give media visibility to *Under-Represented Groups*; and
    d) use gender-appropriate or gender-neutral language and positive, active visuals in all publications, graphics, videos, posters and on websites.

**Human Resource Management**

7. As part of its commitment to the use of equitable human resource management practices, NWTASSA will:
    a) adopt, when possible, work practices such as flex-time, job-sharing, and home-based offices;
    b) provide a physically accessible *Workplace* environment;
    c) use non-discriminatory interview techniques;
    d) provide opportunities for all staff to advance to senior decision-making levels and receive equitable remuneration;
    e) publicly declare NWTASSA to be an equal opportunity employer and respect and implement the principle of pay equity in relation to salaried and contract employees; and
    f) when appropriate, make available access to Employee Assistance counselling.

**Ongoing Commitment to Diversity, Equity and Inclusion**

8. NWTASSA resolves to continue to incorporate *Diversity*, *Equity* and *Inclusion* matters in its strategies, plans, actions, and operations; including technical programs, business management, sponsorship, marketing, media, and communications.

**Evaluation**

9. NWTASSA will continually monitor and evaluate its *Diversity*, *Equity* and *Inclusion* progress.

DRAFT

# CONCUSSION POLICY AND CODE

## Preamble

1. The *Concussion* Policy and *Code* (the "Policy") is based on the 6th Consensus Statement on *Concussion* in Sport, released in June 2023, and *Rowan's Law*.[1]
2. *Rowan's Law* imposes three obligations on sporting organizations:
   a. Receive an acknowledgment from *Registrants* who are under 26 years of age, parents of *Athletes* under 18, as well as their coaches, team trainers (including *Athlete Support Personnel*) and officials that they have reviewed the published *Concussion* awareness resources;
   b. Establish a *Concussion Code of Conduct*; and
   c. Establish a removal-from-sport and *Return-to-Sport* protocol.
3. *Rowan's Law* is the only legislation addressing *Concussion* safety in the country, and NWTASSA recognizes this legislation is the leading standard in *Concussion* prevention and awareness in Canada, and it is reflected within the Policy.
4. This Policy also incorporates the report of the 2022 *Concussion* in Sport Group (2022 CISG), a group of sport *Concussion* medical practitioners and experts that provided recommendations for preventing *Concussions*. These include implementing laws and protocols for mandatory removal from play following actual or *Suspected Concussion*; requirements to receive clearance for return-to-play from a healthcare provider; and education of coaches, parents and *Athletes* regarding *Concussion* signs and symptoms. These actions are associated with a reduction in recurrent *Concussion* rates.
5. A *Concussion* is a clinical diagnosis that can only be made by a physician. The 2022 CISG defined *Sport-Related Concussion*, in part as:

   > *...a traumatic brain injury caused by a direct blow to the head, neck or body resulting in an impulsive force being transmitted to the brain that occurs in sports and exercise-related activities... Symptoms and signs may present immediately, or evolve over minutes or hours, and commonly resolve within days, but may be prolonged [...] Sport-Related Concussion*

[1] Rowan's Law (Concussion Safety), 2018, S.O. 2018, c. 1. (Note: *Rowan's Law* applies ONLY to organizations located in Ontario; however, as a condition of funding, funded sport organizations in the Northwest Territories are required to follow the core principles of the legislation as set out above in the *Concussion Policy*).

*results in a range of clinical symptoms and signs that may or may not involve loss of consciousness*.

6. Timely recognition and removal, proper assessment and appropriate management are linked to faster recovery and improved outcomes following *Concussions*.

**Purpose**

7. NWTASSA believes that increased awareness of *Concussions* and their long-term effects, as well as prevention of *Concussions* is paramount to protecting the health and safety of *Registrants*.
8. This Policy applies to all activities and *Sanctioned Events* for which NWTASSA is the governing or sanctioning body, including, but not limited to, competitions, practices, and training sessions.

**Definitions**

9. This Policy defines the following terms:
    a) ***Athlete***: An individual who is an *Athlete* Participant in NWTASSA who is subject to the by-Laws and policies of NWTASSA.
    b) ***Athlete Support Personnel***: Any coach, trainer, manager, agent, team staff, official, medical, paramedical personnel, parent, or any other person working with, treating or assisting an *Athlete* participating in or preparing for sports competition with NWTASSA.
    c) ***Concussion*** – a brain injury that can result in an alteration in thinking and behaviour because of a physical impact to the head, neck, face or body.
    d) ***Designated Person***: Refers to a person/people designated by NWTASSA removal-from-sport protocol and by its *Return-to-Sport* protocol for the purposes of fulfilling various duties indicated in this Policy. The Designated Person(s) is/are responsible for ensuring that:
        i. an *Athlete* is immediately removed from further training, practice or competition if the *Athlete* is suspected of having sustained a *Concussion*,
        ii. if the *Athlete* is under 18 years of age or such other age as may be prescribed, the parent or guardian is informed of the removal,
        iii. such persons or entities as may be prescribed are informed of the removal, and

DRAFT

iv. once removed, the *Athlete* is not permitted to return to training, practice or competition, except in accordance with NWTASSA's *Return-to-Sport* protocol.

e) ***Registrant*** – refers to all categories of *Members* who are natural persons and/or *Registrants* defined in the by-laws of NWTASSA who are subject to the policies, rules and regulations of NWTASSA, as well as all persons employed by, contracted by, or engaged in activities with NWTASSA, including, but not limited to, employees, contractors, *Athletes*, coaches, instructors, officials, volunteers, judges, *Athlete Support Personnel*, managers, administrators, parents or guardians, spectators, committee members, or directors and officers.

f) ***Qualified Healthcare Professional***: Refers to a licensed health care professional who has been trained in *Concussion* assessment and treatment.

g) ***Return-to-Sport (RTS)***: completion of the RTS strategy with no symptoms and no clinical findings associated with the current *Concussion* at rest and with maximal physical exertion.

h) ***Sport-Related Concussion ("SRC")***: a *Sport-Related Concussion* is a traumatic brain injury induced by biomechanical forces. Several common features that may be used to define the nature of a *SRC* may include:

i. it was caused either by a direct blow to the head, face, neck or elsewhere on the body with an impulsive force transmitted to the head;

ii. it typically results in the rapid onset of short-lived impairment of neurological function that resolves spontaneously. However, in some cases, signs and symptoms evolve over several minutes to hours;

iii. it may result in neuropathological changes, but the acute clinical signs and symptoms largely reflect a functional disturbance rather than a structural injury and, as such, no abnormality may be visibly apparent; or

iv. it results in a range of clinical signs and symptoms that may or may not involve loss of consciousness. Resolution of the clinical and cognitive features typically follows a sequential course. However, in some cases symptoms may be prolonged.

DRAFT

i) ***Suspected Concussion***: means the recognition that an *Individual* appears to have either experienced an injury or impact that may result in a *Concussion*, or who is exhibiting unusual behaviour that may be the result of *Concussion*.

**Registration**

10. When a *Registrant* under the age of 26 years old registers with NWTASSA, the *Registrant* **must** provide written or electronic confirmation that they have reviewed *Concussion* awareness resources within the past 12 months, pursuant to *Rowan's Law*. The Ontario Government has produced age-appropriate *Concussion* resources:
    a. Ages 10 and under
    b. Ages 11-14
    c. Ages 15+
11. *Registrants* under the age of 26 years old must also sign the *Concussion Code of Conduct* (**Appendix A, Part A**).
12. For *Registrants* younger than 18 years old, their parent or guardian **must** provide confirmation that they have also reviewed the *Concussion* resources and signed the *Concussion Code of Conduct*.
13. *Athlete Support Personnel* must provide confirmation that they have also reviewed the *Concussion* resources and sign the *Concussion Code of Conduct (***Appendix A, Part B)**; but not if they will be interacting exclusively with *Registrants* who are 26 years old or older.
14. While *Rowan's Law* mandates *Registrants* and *Athlete Support Personnel* **under** 26 years of age to sign the *Concussion Code of Conduct,* NWTASSA also requires that those over the age of 26 familiarize themselves with relevant *Concussion* information and sign on the *Concussion Code of Conduct*.

**Removal from Sport Protocol: Recognizing Concussions**

15. Although the formal diagnosis of *Concussion* should be made following a medical assessment, the broader sport community, including *Athletes*, parents, teachers, coaches, officials, and *Qualified Healthcare Professionals* are responsible for the recognition and reporting of *Athletes* who may demonstrate visual signs of a head injury or who report

DRAFT

*Concussion*-related symptoms. Some sport and recreation venues will not have access to on-site *Qualified Healthcare Professionals*.

16. A *Concussion* should be suspected:
    a. in any *Athlete* who sustains a significant impact to the head, face, neck, or body and demonstrates ANY of the visual signs of a *Suspected Concussion* or reports ANY symptoms of a *Suspected Concussion* as detailed in the *Concussion* Recognition Tool (see **Appendix B**); and/or
    b. if an *Athlete* reports ANY *Concussion* symptoms to one of their peers, parents, teachers, or coaches or if anyone witnesses an *Athlete* exhibiting any of the visual signs of *Concussion*.
17. *Concussions* can be identified with the help of the Concussion Recognition Tool, 6th Edition ("CRT6"), **Appendix B**[2]
18. If an ambulance is called involving a *Minor Registrant*, the parent/guardian and/or emergency contact of the *Minor Registrant* must be contacted immediately.

**Removal from Sport Protocol: Steps and Process**

19. Removal of a *Registrant* from the field of play should be done by the *Designated Person(s)* if there is suspicion of a possible *Concussion*. This person is either:
    a. An on-site NWTASSA staff member; and/or
    b. The *Designated Person* for the *Sanctioned Event*.
20. NWTASSA will identify the *Designated Person(s)*.
21. Recognition and removal from sport are actions that should be taken following reference to the CRT6 (Appendix B) The CRT6 is provided as a tool that non-medically trained personnel can use (i.e., the *Designated Person(s)*) for the identification and immediate management of a *Suspected Concussion*. It is not used to diagnose a *Concussion*.
22. Following the removal of any *Registrant* on the basis of a *Suspected Concussion:*[3]
    a. the *Designated Person(s)* who removed the *Registrant* must call 9-1-1 if, in the *Designated Person's* opinion, doing so is necessary;
    b. NWTASSA must create and keep a record of the removal;

[2] As the CRT6 is updated and new versions are implemented, NWTASSA will update this Policy.

[3] An *Athlete* must be removed by the *Designated Person* on the basis of a *Suspected Concussion* regardless of whether the *Concussion* was sustained or is suspected to having been sustained during a sport activity associated with NWTASSA.

c. The *Designated Person(s)* must inform the *Registrant's* parent or guardian of the removal if the *Registrant* is younger than 18 years old, and inform the parent or guardian that the *Registrant* is required to undergo a medical assessment by a *Qualified Healthcare Professional* before the *Registrant* will be permitted to return to participation; and

d. The *Designated Person(s)* will remind the *Registrant*, and the *Registrant's* parent or guardian as applicable, of NWTASSA's Removal from Sport and *RTS* protocol as described in this Policy.

23. If a *Registrant* is suspected of sustaining a *Concussion* but there is no concern for a more serious head or spine injury (i.e., no red flags as indicated in the CRT6), they should be immediately removed from the field of play, and proceed as follows:
    a. If a *Qualified Healthcare Professional* is present, the *Registrant* should be taken to a quiet area and undergo sideline medical assessment.
    b. If a *Qualified Healthcare Professional* is not present, the *Registrant* should be referred for medical assessment by a *Qualified Healthcare Professional* as soon as possible. They must not return to play until medical clearance is received.
24. Once a *Registrant* is assessed medically, and:
    a. is determined to ***not*** have sustained a *Concussion*, they must provide a Medical Assessment Letter indicating this. The *Registrant* can return to sport activities without restriction.
    b. is diagnosed with a *Concussion*, they should be provided with a Medical Assessment Letter indicating this. The *Registrant* may return in accordance with the *RTS* Protocol in this Policy.

**Return-to-Sport (RTS) Protocol**

25. The table below contains the *RTS* Protocol, which is a requirement of Rowan's Law, once medical clearance has been received.

DRAFT

| Stage | Aim | Activity | Stage Goal |
|---|---|---|---|
| 1 | Activities of daily living and relative rest (first 24 to 48 hours) | Daily activities that do not exacerbate symptoms | Gradual reintroduction of work/school activities |
| After a maximum of twenty-four (24) to forty-eight (48) hours after injury, progress to Step 2 | | | |
| 2***A*** | Light effort and aerobic exercise | Light aerobic exercise, such as stationary cycling or walking at slow to medium pace.<br><br>Light resistance training that does not result in more than mild and brief exacerbation[4] *of *Concussion* symptoms. *(*see Concussion Policy and Code,* **Appendix B –** Concussion Recognition Tool 6)<br><br>Exercise up to approximately 55% of maximum heart rate<br><br>Take breaks and modify activities as needed | Increase heart rate |

[4] Mild and brief exacerbation of symptoms (i.e., an increase of no more than 2 points on a 0–10 point scale for less than an hour when compared with the baseline value reported prior to physical activity).
*Athletes* may begin Step 1 (i.e., symptom-limited activity) within twenty-four (24) hours of injury, with progression through each subsequent step typically taking a minimum of twenty-four (24) hours. If more than mild exacerbation of symptoms (i.e., more than 2 points on a 0–10 scale) occurs during Steps 1–3, the athlete should stop and attempt to exercise the next day. Athletes experiencing *Concussion*-related symptoms during Steps 4–6 should return to Step 3 to establish full resolution of symptoms with exertion before engaging in at-risk activities. Written determination of readiness to RTS should be provided by a healthcare provider before unrestricted RTS as directed by local laws and/or sporting regulations.

| | | | |
|---|---|---|---|
| 2***B*** | Moderate effort aerobic exercise | Gradually increase tolerance and intensity of aerobic activities, such as stationary cycling and walking at a brisk pace<br><br>Exercise up to approximately 70% of maximum heart rate<br><br>Take breaks | Increase heart rate |
| 3 | Individual sport Specific activities, without risk of inadvertent head impact with school accommodations (as needed) | Add sport-specific activities<br><br>Perform activities individually and under supervision from a teacher, parent/caregiver, or coach<br><br>Progress to where *Athlete* is free of *Concussion*-related symptoms, even when exercising | Increase the intensity of aerobic activities and introduce low-risk sport specific movements |
| **Medical clearance**<br>If the *Registrant* has been medically cleared, progress to Step 4.[5] | | | |

[5] *Athletes* who have been diagnosed with a *Concussion* can be considered for medical clearance to return to sport activities with risk of contact or fall once they have successfully completed: Steps 1 to 3 of the sport-specific RTS strategy. To progress to Step 4 of RTS, the athlete must provide their coach with a Medical Clearance Letter that specifies that a medical doctor or nurse practitioner has personally evaluated the patient and has cleared the *Athlete* to return to sport. In geographic regions of Canada with limited access to medical doctors (e.g., rural, remote, or northern communities), a *Qualified Healthcare Professional* (e.g., a nurse) with pre-arranged access to a medical doctor or nurse practitioner can provide this documentation.

| | | | |
|---|---|---|---|
| 4 | Non-contact training drills and activities | Progress to exercises with no body contact at high intensity, including more challenging drills and activities | Resume usual intensity of exercise, coordination, and activity related cognitive skills. |
| If the *Registrant* can tolerate usual intensity of activities with no return of symptoms, progress to step 5. | | | |
| 5 | Return to all non competitive activities, full contact practice and physical education activities | Progress to higher-risk activities, including typical training activities<br><br>Do not participate in competitive gameplay | Return to activities that have a risk of falling or body contact, restore confidence and assess functional skills by coaching staff |
| 6 | Return to sport | Normal participation; unrestricted sport and physical activity | |

26. The *Registrant's RTS* strategy should be guided and approved by a physician with regular consultations throughout the process. Specifically, progression through the later *RTS* strategy (Steps 4–6) should be monitored by a health care professional.
27. To fully return to sport, the affected *Registrant* must provide NWTASSA with a medical clearance form, signed by a physician, following Stage 5 and before proceeding to Stage 6.

28. Additional consultation with a *Qualified Healthcare Professional* is recommended if there is recurrence of symptoms when progressing through *RTS* strategies.[6]

**Administrative Responsibilities**

29. NWTASSA will provide a form template for *Members* to track injury incidence (**Appendix E**). *Members* are responsible for monitoring injury incidence.
30. *Members* must maintain records of reported and *Suspected Concussions* and documentation of *Registrant* diagnosis and clearance to return to play.
31. NWTASSA will conduct a review of this policy annually.

**Non-Compliance**

32. Failure to abide by any of the guidelines and/or protocols contained within this policy may result in disciplinary action in accordance with NWTASSA's *Sport Integrity and Complaints Policy*.

**Not Advice**

33. Nothing in this Policy is to be interpreted as medical or legal advice.

DRAFT

[6] In some cases, it may be in the best interest of the Athlete to discontinue their participation in Speed Skating as a result of potential head injuries and *Concussion*s.

## APPENDIX A – CONCUSSION CODE OF CONDUCT

### PART A

*The following section of the Concussion Code of Conduct must be signed by all Registrants. For Registrants who are younger than the age of majority in the applicable territory, a parent/guardian must also sign this section.*

**I will help prevent Concussions by:**

- wearing the proper equipment for my sport and wearing it correctly;
- developing my skills and strength so that I can participate to the best of my ability;
- respecting the rules of my sport or activity;
- demonstrating my commitment to fair play and respect for all (respecting other *Athletes*, coaches, team trainers and officials).

**I will care for my health and safety by taking Concussions seriously, and I understand that:**

- a *Concussion* is a brain injury that can have both short-term and long-term effects;
- a blow to my head, face or neck, or a blow to the body that causes the brain to move around inside the skull may cause a *Concussion*;
- I don't need to lose consciousness to have had a *Concussion*;
- I have a commitment to *Concussion* recognition and reporting, including self-reporting of possible *Concussion* and reporting to a *Designated Person* when and a *Registrant* suspects that another *Registrant* may have sustained a *Concussion*. (Meaning: If I think I might have a *Concussion* I should stop participating in further training, practice, or competition **immediately,** and I will tell an adult if I think another *Athlete* has a *Concussion*);
- continuing to participate in further training, practice or competition with a possible *Concussion* increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries;

**I will not hide Concussion symptoms. I will speak up for myself and others.**

- I will not hide my symptoms. I will tell a coach, official, team trainer, parent or another adult I trust if I experience **any** symptoms of *Concussion*.
- If someone else tells me about *Concussion* symptoms, or I see signs they

DRAFT

might have a *Concussion*, I will tell a coach, official, team trainer, parent or another adult I trust so they can help.

- I understand that, if I have a *Suspected Concussion*, I will be removed from sport and that I will not be able to return to training, practice or competition until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice or competition.
- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with my school and any other sport organization with which I have registered. (Meaning: If I am diagnosed with a *Concussion*, I understand that letting all my other coaches and teachers know about my injury will help them support me while I recover.)

**I will take the time I need to recover because it is important for my health.**

- I understand my commitment to supporting the *RTS* process and I will follow my sport's *RTS* Protocol.
- I understand I will have to be medically cleared by a medical doctor or nurse practitioner before returning to training, practice or competition.
- I will respect my coaches, team trainers, parents, health-care professionals, and medical doctors and nurse practitioners, regarding my health and safety.

**By signing here, I acknowledge that I have fully reviewed and commit to this *Concussion Code of Conduct*.**

| _____ | _____ | _____ |
|---|---|---|
| Name of Registrant (Print) | Signature of Registrant | Date |
| _____ | _____ | _____ |
| Name of Parent or Guardian (print) | Signature of Parent or Guardian | Date |

DRAFT

**PART B**

*The following section of the Concussion Code of Conduct must be signed by all coaches and team trainers who interact with all Registrants*.

**I can help prevent Concussions through my:**

- efforts to ensure that my *Athletes* wear the proper equipment and wear it correctly;
- efforts to help my *Athletes* develop their skills and strength so they can participate to the best of their abilities;
- respect for the rules of my sport or activity and my efforts to ensure that my *Athletes* do, too; and
- commitment to fair play and respect for all (respecting other coaches, team trainers, officials and all *Registrants* and ensuring my *Athletes* respect others and play fair).

**I will care for the health and safety of all Registrants by taking Concussions seriously. I understand that:**

- a *Concussion* is a brain injury that can have both short-term and long-term effects;
- a blow to the head, face, or neck, or a blow to the body may cause the brain to move around inside the skull and result in a *Concussion*;
- a person doesn't need to lose consciousness to have had a *Concussion*;
- a *Registrant* with a *Suspected Concussion* should stop participating in training, practice or competition **immediately**;
- I have a commitment to *Concussion* recognition and reporting, including self-reporting of possible *Concussion* and reporting to a *Designated Person* when a *Registrant* suspects that another *Registrant* may have sustained a *Concussion*;
- continuing to participate in further training, practice or competition with a *Suspected Concussion* increases a person's risk of more severe, longer lasting symptoms, and increases their risk of other injuries or even death;

**I will create an environment where Registrants feel safe and comfortable speaking up. I will:**

- encourage *Athletes* not to hide their symptoms, but to tell me, an official, parent or another adult they trust if they experience **any** symptoms of

DRAFT

*Concussion* after an impact;

- lead by example. I will tell a fellow coach, official, team trainer and seek medical attention by a physician or nurse practitioner if I am experiencing any *Concussion* symptoms;
- understand and respect that any *Athlete* with a *Suspected Concussion* must be removed from sport and not permitted to return until they undergo a medical assessment by a physician or nurse practitioner and have been medically cleared to return to training, practice or competition.
- *For coaches only*: commit to providing opportunities before and after each training, practice and competition to enable *Athletes* to discuss potential issues related to *Concussions*.

**I will support all Registrants to take the time they need to recover.**

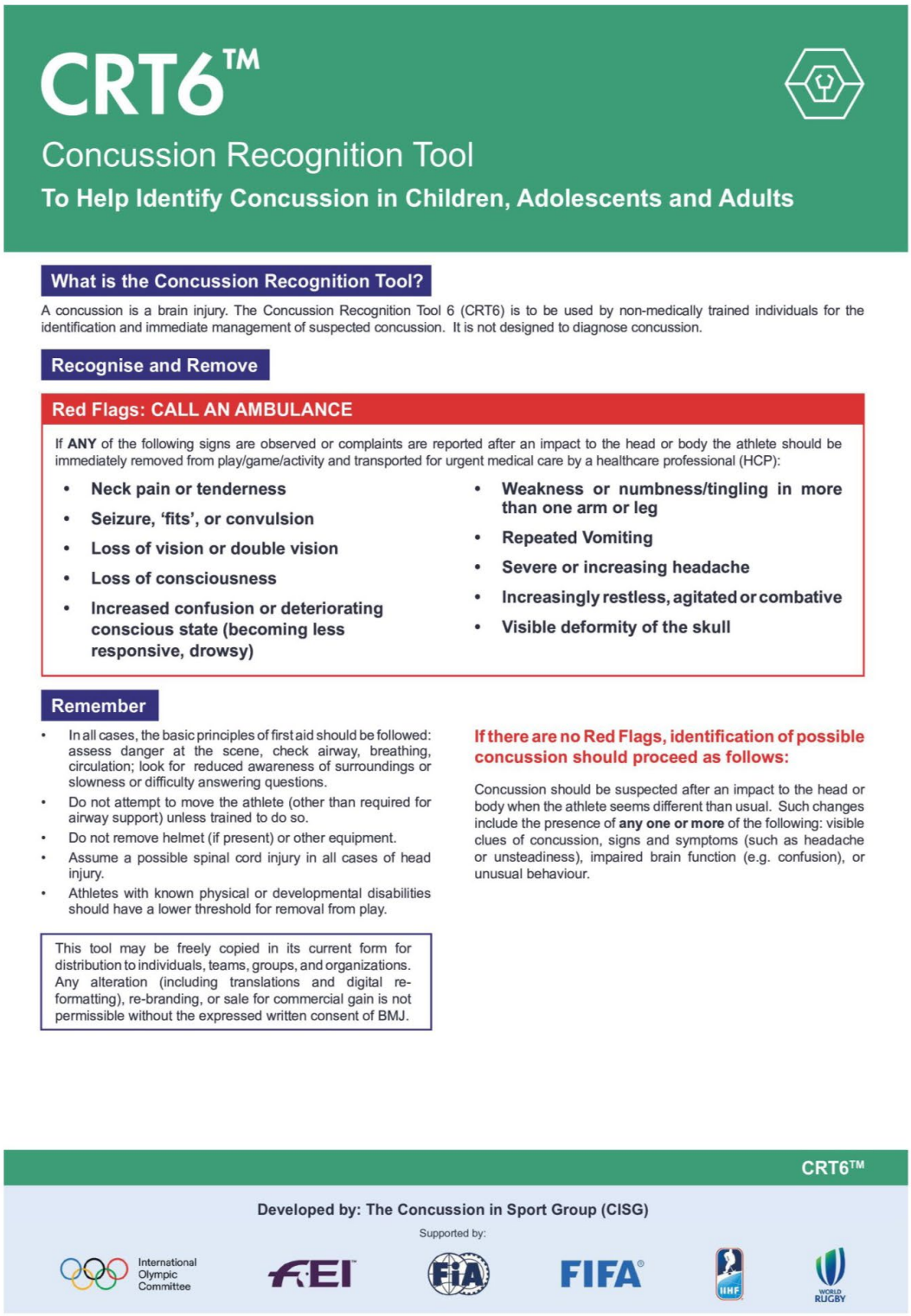
- I understand my commitment to supporting the *RTS* process.
- I understand the *Athletes* will have to be cleared by a physician or nurse practitioner before returning to sport.
- I will respect my fellow coaches, team trainers, parents, physicians and nurse practitioners and any decisions made with regards to the health and safety of my *Athletes*.

**By signing here, I acknowledge that I have fully reviewed and commit to this *Concussion Code of Conduct*.**

| _____ | _____ | _____ |
|---|---|---|
| Name and role (print) | Signature | Date |

DRAFT

# APPENDIX B – CONCUSSION RECOGNITION TOOL 6 (CRT6)



# CRT6™

## Concussion Recognition Tool

### To Help Identify Concussion in Children, Adolescents and Adults

**What is the Concussion Recognition Tool?**

A concussion is a brain injury. The Concussion Recognition Tool 6 (CRT6) is to be used by non-medically trained individuals for the identification and immediate management of suspected concussion. It is not designed to diagnose concussion.

**Recognise and Remove**

**Red Flags: CALL AN AMBULANCE**

If **ANY** of the following signs are observed or complaints are reported after an impact to the head or body the athlete should be immediately removed from play/game/activity and transported for urgent medical care by a healthcare professional (HCP):

- **Neck pain or tenderness**
- **Seizure, 'fits', or convulsion**
- **Loss of vision or double vision**
- **Loss of consciousness**
- **Increased confusion or deteriorating conscious state (becoming less responsive, drowsy)**
- **Weakness or numbness/tingling in more than one arm or leg**
- **Repeated Vomiting**
- **Severe or increasing headache**
- **Increasingly restless, agitated or combative**
- **Visible deformity of the skull**

**Remember**

- In all cases, the basic principles of first aid should be followed: assess danger at the scene, check airway, breathing, circulation; look for reduced awareness of surroundings or slowness or difficulty answering questions.
- Do not attempt to move the athlete (other than required for airway support) unless trained to do so.
- Do not remove helmet (if present) or other equipment.
- Assume a possible spinal cord injury in all cases of head injury.
- Athletes with known physical or developmental disabilities should have a lower threshold for removal from play.

**If there are no Red Flags, identification of possible concussion should proceed as follows:**

Concussion should be suspected after an impact to the head or body when the athlete seems different than usual. Such changes include the presence of **any one or more** of the following: visible clues of concussion, signs and symptoms (such as headache or unsteadiness), impaired brain function (e.g. confusion), or unusual behaviour.

This tool may be freely copied in its current form for distribution to individuals, teams, groups, and organizations. Any alteration (including translations and digital re-formatting), re-branding, or sale for commercial gain is not permissible without the expressed written consent of BMJ.

CRT6™

**Developed by: The Concussion in Sport Group (CISG)**

Supported by:

International Olympic Committee · FEI · FIA · FIFA · IIHF · World Rugby



Br J Sports Med: first published as 10.1136/bjsports-2023-107021 on 14 June 2023. Downloaded from http://bjsm.bmj.com/ on November 28, 2023 by guest. Protected by copyright.

# CRT6 Concussion Recognition Tool

**To Help Identify Concussion in Children, Adolescents and Adults**

## 1: Visible Clues of Suspected Concussion

Visible clues that suggest concussion include:

- Loss of consciousness or responsiveness
- Lying motionless on the playing surface
- Falling unprotected to the playing surface
- Disorientation or confusion, staring or limited responsiveness, or an inability to respond appropriately to questions
- Dazed, blank, or vacant look
- Seizure, fits, or convulsions
- Slow to get up after a direct or indirect hit to the head
- Unsteady on feet / balance problems or falling over / poor coordination / wobbly
- Facial injury

## 2: Symptoms of Suspected Concussion

| Physical Symptoms |
|---|
| Headache |
| "Pressure in head" |
| Balance problems |
| Nausea or vomiting |
| Drowsiness |
| Dizziness |
| Blurred vision |
| More sensitive to light |
| More sensitive to noise |
| Fatigue or low energy |
| "Don't feel right" |
| Neck Pain |

| Changes in Emotions |
|---|
| More emotional |
| More Irritable |
| Sadness |
| Nervous or anxious |

| Changes in Thinking |
|---|
| Difficulty concentrating |
| Difficulty remembering |
| Feeling slowed down |
| Feeling like "in a fog" |

**Remember,** symptoms may develop over minutes or hours following a head injury.

## 3: Awareness

**(Modify each question appropriately for each sport and age of athlete)**

Failure to answer any of these questions correctly may suggest a concussion:

**"Where are we today?"**

**"What event were you doing?"**

**"Who scored last in this game?"**

**"What team did you play last week/game?"**

**"Did your team win the last game?"**

**Any athlete with a suspected concussion should be - IMMEDIATELY REMOVED FROM PRACTICE OR PLAY and should NOT RETURN TO ANY ACTIVITY WITH RISK OF HEAD CONTACT, FALL OR COLLISION, including SPORT ACTIVITY until ASSESSED MEDICALLY, even if the symptoms resolve.**

Athletes with suspected concussion should **NOT**:

- Be left alone initially (at least for the first 3 hours). Worsening of symptoms should lead to immediate medical attention.
- Be sent home by themselves. They need to be with a responsible adult.
- Drink alcohol, use recreational drugs or drugs not prescribed by their HCP
- Drive a motor vehicle until cleared to do so by a healthcare professional

British Journal of Sports Medicine

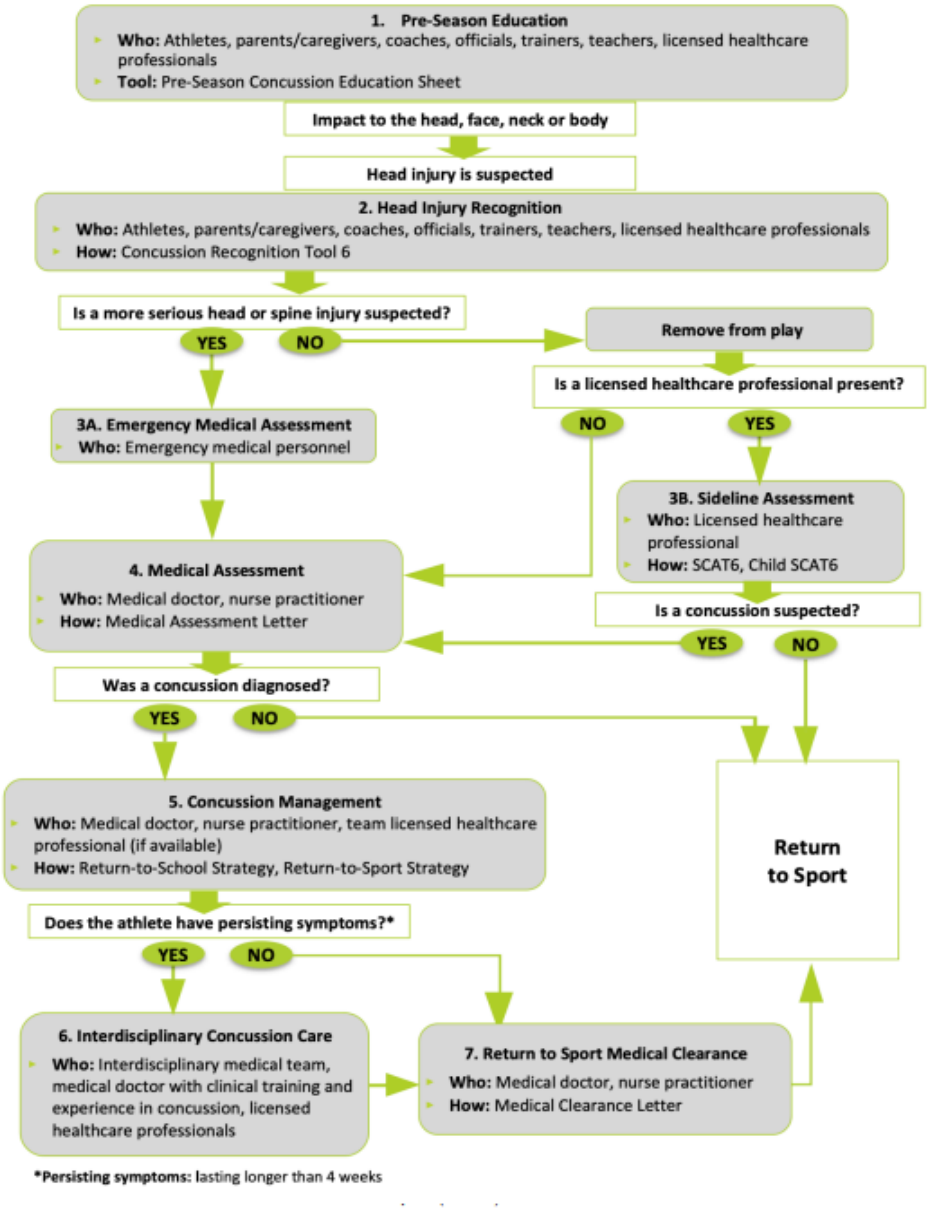


Br J Sports Med: first published as 10.1136/bjsports-2023-107021 on 14 June 2023. Downloaded from http://bjsm.bmj.com/ on November 28, 2023 by guest. Protected by copyright.

## APPENDIX C – SPORT CONCUSSION PATHWAY

# Canadian Sport Concussion Pathway

The flowchart that follows is a visual representation of the decision-making pathway that reflects the recommendations in this guideline.




20

## APPENDIX D – KEY POINTS FROM CISG RECOMMENDATIONS

**Refine**

- The 2022 CISG identified several areas of refinement to strengthen future consensus statements: *Para Sport, Paediatrics, the Athlete's Voice* and *Ethical Considerations, limitations,* and *improvements*. The following are relevant for NWTASSA's application of this policy.

*Para-sport*

- The *Concussion* experience of the para-*Athlete* is unique, due to the interaction of the *Registrant's* primary impairment and the pathophysiology of *Concussion*. Para-*Athletes* require a more individualized approach when it comes to evaluating *Concussions*.
- NWTASSA should be aware that prevention approaches, detection of initial symptoms, diagnosis, recovery (i.e., potential for persisting symptoms of *Concussion*) and treatment strategies may be impacted by the characteristics of the *Registrant's* underlying impairment.
- *Registrants* with visual impairment may be at even greater risk of *Concussion*, as the mechanisms of injury in this population are primarily through collisions or direct head contact.
- The following considerations by the *Concussion* in Para-sport Group are important for NWTASSA to keep in mind when dealing with para-sport *Registrants*:
    a) Para-sport *Registrants* may benefit from baseline testing given the variable nature of their disability and the potential for atypical presenting signs/symptoms of *Concussion*;
    b) Para-sport *Registrants* with a history of central nervous system injuries (e.g., cerebral palsy, stroke) may require an extended period of initial rest;
    c) Testing for symptoms of *Concussion* through recovery may require modification such as the use of arm ergometry as opposed to a treadmill/stationary bike; and
    d) RTS protocols must be tailored and include the use of the individual's personal adaptive equipment and, for applicable participants with visual impairment, partnership with their guide.

*Paediatrics*

- Child and adolescent *Athletes* are less likely to have trained medical personnel available on the sidelines, and it is strongly recommended that the CRT6 be used by all adults supervising child and adolescent sport.
- Children and adolescents with repeat *Concussions* wishing to continue to play or to progress to the next age-level group or elite pathway/national level programmes require individualized assessment.

# APPENDIX E – FORM TEMPLATE FOR MEMBERS TO TRACK INJURY INCIDENTS

| NAME: | AGE: | DATE OF THE INCIDENT: |
|---|---|---|

## 1. RECOGNITION

- ☐ Immediately remove the participant from the activity, **never leave the participant unattended** and direct the participant to the person responsible for checking symptoms.
- ☐ **In the presence of warning signs**
  **(obtain transportation to a hospital emergency department):**
  FILL OUT THE WARNING SIGNS SECTION
  AND THE SYMPTOMS SECTION.
- ☐ **In the presence of symptoms**
  **(seek a medical evaluation as soon as possible to obtain a diagnosis):**
  FILL OUT THE SYMPTOMS SECTION.
- ☐ **In the absence of symptoms**
  **Preventive removal of the participant due to:**
  - ☐ an impact or a sudden movement of the head
  - ☐ doubt regarding the information provided
  - ☐ history of concussions
- ☐ In the case of a minor, inform the parents as quickly as possible.

Circumstances of the incident:

## WARNING SIGNS

**(IMMEDIATE MEDICAL EVALUATION AT A HOSPITAL EMERGENCY DEPARTMENT REQUIRED)**

- ☐ Loss or deterioration of consciousness
- ☐ Confusion
- ☐ Repeated vomiting
- ☐ Convulsions
- ☐ Headaches getting worse
- ☐ Significant drowsiness
- ☐ Difficulty walking, speaking, recognizing people or places
- ☐ Double vision
- ☐ High state of agitation, excessive crying
- ☐ Serious balance problems
- ☐ Weakness, tingling or numbness in arms or legs
- ☐ Intense neck pain

| SYMPTOMS | UNDER 24 HOURS | BETWEEN 24 AND 48 HOURS |
|---|---|---|
| Headaches or pressure in the head | ☐ | ☐ |
| Fatigue, drowsiness | ☐ | ☐ |
| Difficulty sleeping | ☐ | ☐ |
| Nausea | ☐ | ☐ |
| Vomiting | ☐ | ☐ |
| Dizziness, vertigo | ☐ | ☐ |
| Feeling slowed down | ☐ | ☐ |
| Concentration problems | ☐ | ☐ |
| Memory problems | ☐ | ☐ |
| Blurred vision | ☐ | ☐ |
| Sensitivity to light | ☐ | ☐ |
| Sensitivity to noise | ☐ | ☐ |
| Unusually emotional, irritable, sad | ☐ | ☐ |
| Nervous, anxious | ☐ | ☐ |
| Neck pain | ☐ | ☐ |
| Searches for words or repeats them | ☐ | ☐ |

# ABUSE POLICY

## Definitions

1. The following terms have these meanings in this Policy:
   a) "*Abuse*" – Child/Youth Abuse or Vulnerable Adult Abuse as described in this Policy.
   b) "*Association"* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
   c) "*Individuals"* – All categories of individual membership defined in the Association's Bylaws, as well as all individuals employed by, or engaged in activities with, the Association including, but not limited to, volunteers, managers, administrators, committee members, and Directors and Officers of the Association;
   d) "*Person in Authority*" – An Individual who holds a position of authority within the Association including, but not limited to, coaches, managers, support personnel, chaperones, and Directors
   e) "*Vulnerable Individuals*" – Includes Children / Youth (minors) and Vulnerable Adults (people who, because of age, disability, or other circumstances, are in a position of dependence on others or are otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority)

## Purpose

2. The Association is committed to a sport environment free from abuse. The purpose of this Policy is to stress the importance of that commitment by educating Individuals about abuse, outlining how the Association will work to prevent abuse, and how abuse or suspected abuse can be reported to and addressed by the Association.

## Zero Tolerance Statement

3. The Association has zero tolerance for any type of abuse. Individuals are required to report instances of abuse or suspected abuse to the Association to be immediately addressed under the terms of the applicable policy.

## Education – What is Abuse

4. Vulnerable Individuals can be abused in different forms.

5. The following description of Child / Youth Abuse has been modified and adapted from Ecclesiastical's *Guidelines for Developing a Safety & Protection Policy for Children / Youth / Vulnerable Adults* [1]:

*Child / Youth Abuse*

6. "Child abuse" refers to the violence, mistreatment, or neglect that a child or adolescent may experience while in the care of someone they depend on or trust. There are many different forms of abuse and a child may be subjected to more than one form:
    a) **Physical abuse** involves single or repeated instances of deliberately using force against a child in such a way that the child is either injured or is at risk of being injured. Physical abuse includes beating, hitting, shaking, pushing, choking, biting, burning, kicking, or assaulting a child with a weapon. It also includes holding a child under water, or any other dangerous or harmful use of force or restraint.
    b) **Sexual abuse** and exploitation involve using a child for sexual purposes. Examples of child sexual abuse include fondling, inviting a child to touch or be touched sexually, intercourse, rape, incest, sodomy, exhibitionism, or involving a child in prostitution or pornography.
    c) **Neglect** is often chronic, and it usually involves repeated incidents. It involves failing to provide what a child needs for his or her physical, psychological, or emotional development and well being. For example, neglect includes failing to provide a dependent child with food, clothing, shelter, cleanliness, medical care, or protection from harm.
    d) **Emotional abuse** involves harming a child's sense of self-worth. It includes acts (or omissions) that result in, or place a child at risk of, serious behavioural, cognitive, emotional, or mental health problems. For example, emotional abuse may include aggressive verbal threats, social isolation, intimidation, exploitation, or routinely making unreasonable demands. It also includes exposing the child to violence.
7. An abuser may use a number of different tactics to gain access to children, exert power and control over them, and prevent them from telling anyone about the abuse or seeking support. The abuse may happen once, or it may occur in a repeated and escalating pattern over a period of months or years. The abuse may change form over time.
8. Abuse of children or youth in sport can include emotional maltreatment, neglect, and physical maltreatment. The following are examples of potential forms of Maltreatment. The Association expects all Individuals to follow the UCCMS.

a) **Emotional Maltreatment** – A Person in Authority's failure to provide a developmentally-appropriate and supportive environment. Emotional abuse is at the foundation of all other forms of maltreatment (sexual, physical and neglect). In sports, this conduct has the potential to cause emotional or psychological harm to an athlete when it is persistent, pervasive, or patterned acts (i.e., yelling at an athlete once does not constitute maltreatment). Examples of emotional maltreatment include:
    i. Refusal to recognize an athlete's worth or the legitimacy of an athlete's needs (including complaints of injury/pain, thirst or feeling unwell)
    ii. Creating a culture of fear, or threatening, bullying, or frightening an athlete
    iii. Frequent name-calling or sarcasm that continually "beats down" an athlete's self-esteem
    iv. Embarrassing or humiliating an athlete in front of peers
    v. Excluding or isolating an athlete from the group
    vi. Withholding attention
    vii. Encouraging an athlete to engage in destructive and antisocial behaviour, reinforcing deviance, or impairing an athlete's ability to behave in socially appropriate ways
    viii. Over-pressuring: whereby the Person in Authority imposes extreme pressure upon the athlete to behave and achieve in ways that are far beyond the athlete's capabilities
    ix. Verbally attacking an athlete personally (e.g., belittling them or calling them worthless, lazy, useless, fat or disgusting).
    x. Routinely or arbitrarily excluding athletes from practice
    xi. Using conditioning as punishment
    xii. Throwing sports equipment, water bottles or chairs at, or in the presence of, athletes
    xiii. Body shaming – making disrespectful, hurtful, or embarrassing comments about an athlete's physique
b) **Neglect -** acts of omission (i.e., the Person in Authority should act to protect the health/well-being of an athlete but does not). Examples of neglect include:
    i. Isolating an athlete in a confined space or stranded on equipment, with no supervision, for an extended period
    ii. Withholding, recommending against, or denying adequate hydration, nutrition, medical attention, or sleep

iii. Ignoring an injury
iv. Knowing about sexual abuse of an athlete but failing to report it

c) **Physical Maltreatment** - involves contact or non-contact behaviour that can cause physical harm to an athlete. It also includes any act or conduct described as physical abuse or misconduct (e.g., child abuse, child neglect and assault). Almost all sport involves strenuous physical activity. Athletes regularly push themselves to the point of exhaustion. However, any activity that physically harms an athlete—such as extreme disciplinary actions or punishment—is unacceptable. Physical maltreatment can extend to seemingly unrelated areas including inadequate recovery times for injuries and restricted diet. Examples of physical maltreatment include:
   i. Punching, beating, biting, striking, choking, or slapping an athlete
   ii. Intentionally hitting an athlete with objects or sporting equipment
   iii. Providing alcohol to an athlete under the legal drinking age
   iv. Providing illegal drugs or non-prescribed medications to any athlete
   v. Encouraging or permitting an athlete to return to play prematurely or without the clearance of a medical professional, following a serious injury (e.g., a concussion)
   vi. Prescribed dieting or other weight-control methods without regard for the nutritional well-being and health of an athlete
   vii. Forcing an athlete to assume a painful stance or position for no athletic purpose, or excessive repetition of a skill to the point of injury
   viii. Using excessive exercise as punishment (e.g., stretching to the point of causing the athlete to cry, endurance conditioning until the athlete vomits).

d) **Grooming** - a slow gradual and escalating process of building comfort and trust with an athlete and/or their parent/guardian that is often very difficult to recognize. The process allows for inappropriate conduct to become normalized. It is often preceded by building confidence and comfort that an individual can be trusted with the care of the athlete. Examples of grooming include:
   i. Nudity or exposure of genitals in the presence of an athlete
   ii. Sexually oriented conversation or discussions about personal sexual activities
   iii. Excessive discussions about a Person in Authority's personal life (i.e., family, work, medical challenges)

iv. Spending time with an individual athlete and/or their family outside of team activities
v. Excessive gift-giving to an individual athlete
vi. Socially isolating an athlete
vii. Restricting an athlete's privacy
viii. Providing drugs, alcohol, or tobacco to an athlete
ix. Becoming overly-involved in an athlete's personal life
x. Making sexual or discriminatory jokes or comments to an athlete
xi. Displaying material of a sexual nature in the presence of an athlete
xii. Mocking or threatening an athlete
xiii. Putting the Person in Authority's needs above needs of an athlete and/or going to an athlete to have the Person in Authority's needs

9. Importantly, emotional, and physical maltreatment does not include professionally accepted coaching methods (per the NCCP) of skill enhancement, physical conditioning, team building, discipline, or improving athletic performance.
10. Potential warning signs of abuse of children or youth can include [2][3]:
    a) Recurrent unexplained injuries
    b) Alert behaviour: child seems to always be expecting something bad to happen
    c) Often wears clothing that covers up their skin, even in warm weather
    d) Child startles easily, shies away from touch or shows other skittish behaviour
    e) Constantly seems fearful or anxious about doing something wrong
    f) Withdrawn from peers and adults
    g) Behavior fluctuates between extremes (e.g., extremely cooperative, or extremely demanding)
    h) Acting either inappropriately beyond their age (like an adult; taking care of other children) or inappropriately younger than their age (like an infant; throwing tantrums)
    i) Acting out in an inappropriate sexual way with toys or objects
    j) New adult words for body parts and no obvious source
    k) Self-harm (e.g., cutting, burning or other harmful activities)
    l) Not wanting to be alone with a particular child or young person

*Vulnerable Adult Abuse*

11. Although individuals may be abused at virtually any life stage – childhood, adolescence, young adulthood, middle age, or old age – the nature and

consequences of abuse may differ depending on an individual's situation, disability, or circumstance.

12. Abuse of vulnerable adults is often described as a misuse of power and a violation of trust. Abusers may use a number of different tactics to exert power and control over their victims. Abuse may happen once, or it may occur in a repeated and escalating pattern over months or years. The abuse may take many different forms, which may change over time. Examples include:
    a) **Psychological abuse** includes attempts to dehumanize or intimidate vulnerable adults. Any verbal or non-verbal act that reduces their sense of self-worth or dignity and threatens their psychological and emotional integrity is abuse. This type of abuse may include, for example
        i. Threatening to use violence
        ii. Threatening to abandon them
        iii. Intentionally frightening them
        iv. Making them fear that they will not receive the food or care they need
        v. Lying to them
        vi. Failing to check allegations of abuse against them
    b) **Financial abuse** encompasses financial manipulation or exploitation, including theft, fraud, forgery, or extortion. It includes using a vulnerable adult's money or property in a dishonest manner or failing to use a vulnerable adult's assets for their welfare. Abuse occurs any time someone acts without consent in a way that financially or personally benefits one person at the expense of another. This type of abuse against a vulnerable adult may include, for example:
        i. Stealing their money, disability cheques, or other possessions
        ii. Wrongfully using a Power of Attorney
        iii. Failing to pay back borrowed money when asked
    c) **Physical abuse** includes any act of violence – whether or not it results in physical injury. Intentionally inflicting pain or injury that results in either bodily harm or mental distress is abuse. Physical abuse may include, for example:
        i. Beating
        ii. Burning or scalding
        iii. Pushing or shoving
        iv. Hitting or slapping
        v. Rough handling
        vi. Tripping

vii. Spitting

d) All forms of sexual abuse are also applicable to vulnerable adults

13. Potential warning signs of abuse of vulnerable adults can include:
    a) Depression, fear, anxiety, passivity
    b) Unexplained physical injuries
    c) Dehydration, malnutrition, or lack of food
    d) Poor hygiene, rashes, pressure sores
    e) Over-sedation

**Preventing Abuse**

14. The Association will enact measures aimed at preventing abuse. These measures include screening, orientation, training, practice, and monitoring.

*Screening*

15. Individuals who coach, volunteer, officiate, deliver developmental programs, are affiliated with Territorial teams, accompany a team to an event or competition, are paid staff, or otherwise engage with Vulnerable Individuals involved with the Association will be screened according to the organization's *Screening Policy*.
16. The Association will use the *Screening Policy* to determine the level of trust, authority, and access that each Person in Authority has with Vulnerable Individuals. Each level of risk will be accompanied by increased screening procedures which may include the following, singularly or in combination:
    a) Completing an Application Form for the position sought (which includes alerting Individuals that they must agree to adhere with the organization's policies and procedures (including this *Abuse Policy*))
    b) Completing a Screening Declaration Form
    c) Providing letters of reference
    d) Providing a Criminal Record Check ("CRC") and/or Vulnerable Sector Check ("VSC")
    e) Providing a driver's abstract (for Individuals who transport Vulnerable Individuals)
    f) Other screening procedures, as required
17. A Person in Authority's failure to participate in the screening process or pass the screening requirements as determined by a Screening Committee, will result in the Individual's ineligibility for the position sought.

*Orientation and Training*

18. The Association may deliver orientation and training to those Individuals who have access to, or interact with, Vulnerable Individuals. The orientation and training,

and their frequency, will be based on the level of risk, as described in the *Screening Policy*.

19. Orientation may include, but is not limited to introductory presentations, facility tours, equipment demonstrations, parent/athlete meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or period of engagement.
20. Training may include, but is not limited to certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.
21. At the conclusion of the orientation and training, Individuals will be required to acknowledge, in written form, that they have received and completed the training.

*Practice*

22. When Persons in Authority interact with Vulnerable Individuals, they are required to enact certain practical approaches to these interactions. These include, but are not limited to:
    a) Limiting physical interactions to non-threatening or non-sexual touching (e.g., high-fives, pats on the back or shoulder, handshakes, specific skill instruction, etc.)
    b) Ensuring that Vulnerable Individuals are always supervised by more than one adult
    c) Ensuring that more than one person is responsible for team selection (thereby limiting the consolidation of power onto one Individual)
    d) Including parents/guardians in all communication (e.g., electronic, telephonic) with Vulnerable Individuals
    e) Ensuring that parents/guardians are aware that some non-personal communication between Persons in Authority and Vulnerable Individuals (e.g., coaches and athletes) may take place electronically (e.g., by texting) and that this type of communication is now considered to be commonplace, especially with older Vulnerable Individuals (e.g., teenagers). Persons in Authority are aware that such communication is subject to the Association's *Code of Conduct* and *Social Media Policy*.
    f) When traveling with Vulnerable Individuals, the Person in Authority will not transport Vulnerable Individuals without another adult present and will not stay in the same overnight accommodation location without additional adult supervision.

*Monitoring*

23. The Association will regularly monitor those Persons in Authority who have access to, or interact with, Vulnerable Individuals. The monitoring will be based on the level of risk, as described in the *Screening Policy*.
24. Monitoring may include, but is not limited to regular status reports, logs, supervisor meetings, supervisor on-site check-ins, feedback provided directly to the organization (from peers and parents/athletes), and regular evaluations.

**Reporting Abuse**

25. Reports of abuse that are shared confidentially with a Person in Authority by a Vulnerable Individual may require the Person in Authority to report the incident to parents/guardians, the Association, or police. Persons in Authority must respond to such reports in a non-judgemental, supportive, and comforting manner but must also explain that the report may need to be escalated to the proper authority or to the Vulnerable Individual's parent/guardian.
26. Complaints or reports that describe an element of **abuse** will be addressed by the process(es) described in the Association's *Discipline and Complaints Policy*.

---

[1] Retrieved from: https://www.ecclesiastical.ca/guidelines_developsafetyprotectionpolicy_children-youths-vulnerableadults_faith/

[2] Adapted from: https://www.all4kids.org/2014/03/04/warning-signs-child-abuse-neglect/

[3] Adapted from: https://www.parentsprotect.co.uk/warning_signs.htm

# RISK MANAGEMENT POLICY

## Definitions

1. The following terms have these meanings in this Policy:
   a) "*Association"* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
   b) "*Individuals*" – refers to all categories of members and/or registrants defined in the Bylaws of the Association, as well as all people employed by, contracted by, or engaged in activities with the Association including, but not limited to, employees, contractors, athletes, coaches, mission staff, chefs de mission, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
   c) "*Risk*" – The effect of uncertainty on achieving desired outcomes.
   d) "*Risk Management"* – An integrated, documented and system-wide process used to identify, assess, and treat risks so as to better achieve desired outcomes and reflect the organization's values

## Preamble

2. The Association is committed to managing risks by ensuring its decisions and actions reflect established standards and organizational values.

## Purpose

3. The purpose of this Policy is to provide a guiding statement on how risks will be managed within the Association. In general, the Association views risk management as a comprehensive approach to improving organizational performance.
4. This policy has other purposes, namely:
   a) Reinforcing an understanding of risk management as having a broad focus, beyond merely preventing lawsuits and financial losses
   b) Performing an educational function for staff and the Board
   c) Over the longer term, contributing to enhancing a 'risk management culture' within the Association
5. Ultimately, successful risk management has the following benefits:
   a) Prevents or limits injury or losses to participants, volunteers, and staff
   b) Helps to protects the Association and its members against unnecessary litigation

c) Ensures that the Association is compliant with all applicable laws, regulations, and standards
d) Improves the quality and relevance of the programs and services that the Association provides to its members, partners, and sponsors
e) Promotes improved business management and human resource management practices
f) Enhances the Association's brand, reputation, and image in the community
g) Overall, enhances the Association's ability to achieve its strategic objectives

**Principles**

6. The International Standard Association (ISO 31000:2009E) risk management principles are:
    a) Risk management creates and protects value
    b) Risk management is an integral part of all organizational processes
    c) Risk management is part of decision making
    d) Risk management explicitly addresses uncertainty
    e) Risk management is systematic, structures and timely
    f) Risk management is based on the best available information
    g) Risk management is tailored
    h) Risk management considers human and cultural factors into account
    i) Risk management is transparent and inclusive
    j) Risk management is dynamic, iterative, and responsive to change
    k) Risk management facilitates continual improvement of the organization

**Scope and Authority – Risk Manager**

7. The **Sports Director** is the designated Risk Manager for the Association and is responsible for the implementation, maintenance, and communication of this policy. This policy applies to all decisions and activities undertaken on behalf of the Association.

**Policy**

8. The Association makes the following commitments:
    a) Activities and events undertaken by the Association will incorporate the principles of risk management
    b) Systematic and explicit steps will be taken to identify, assess, manage, and communicate risks facing the Association in a timely fashion

c) Risk mitigation strategies will be reasonable and will reflect the reasonable standard of care in any circumstances (where standard of care is determined by written/published standards, industry practices, established case law precedent, and common sense)

9. The Association acknowledges that risk management is a broad activity and a shared responsibility. All Directors, Officers, staff, and volunteers have an ongoing responsibility to take appropriate measures within their scope of authority and responsibility to identify, assess, manage, and communicate risks to those that they report to including but not limited to, the Risk Manager.

**Risk Tolerance**

10. The 'significance of a risk' refers to the combined ranking of the possibility/likelihood of a risk occurring and the consequences should it occur.
11. Possibility (P)
    a) Unlikely – less likely to happen than not; occurs every 5 years
    b) Possible – just as likely to happen as not; occurs once every year
    c) Probably – more likely to happen than not; occurs once a month
    d) Almost certain – sure to happen; occurs once a week
12. Consequence (C)
    a) Minor – will have an impact on the achievement of the objective that can be dealt with through small internal adjustments
    b) Moderate – will have an impact on some aspect of the achievement of the objective that will require changes to strategy or program delivery that may require a delay or increase in cost
    c) Serious – will significantly impact the achievement of the objective and require additional time, resources, costs, and thought
    d) Catastrophic – will have a debilitating impact on the achievement of the objective; staff and board need to devote full time resources to managing the situation

**Commitment**

13. Risks are identified by both Directors and staff on an ongoing basis. All Low-to-Medium risks are managed by the Risk Manager and captured within program documents.
14. Risks that arise and considered to be High to Very High are treated as follows:
    a) If a **High** is identified, it must be communicated to the Board of Directors (or designate) within 48 of the risk being identified. The individual will take all

reasonable measures to manage the risk including, but not limited to, seeking the advice from other Board members, consulting external experts, etc. Once the individual feels that the risk has been managed or is in the process of being resolved, the Board will be advised using the most appropriate communications, which depending on the nature of the risk, may include an issue document, sharing at the next meeting, or calling a separate Board meeting to keep the Board informed.

b) If a **Very High** risk has been identified, the President must be contacted immediately. The Board of Directors (or designate) will determine the most appropriate action and if appropriate, may organize a Board meeting within 48 of the risk arising. It is understood that factors may arise that prevent this from happening including time zone, availability, nature of the risk, etc. All reasonable efforts will be made to manage the risk as it occurs, taking the necessary measures including, not to limited to, seeking the advice from internal partners, other Board members and external experts.

**Procedures**

15. Managing risks involves three steps:
    a) Identifying potential risks using an informed, environmental scan approach
    b) Assessing the significance of a risk by considering its likelihood and consequences
    c) Developing and implementing measures to address those risks deemed significant by reducing likelihood, consequences, or both
16. Risks arise from a number of categories of the operations the Association. The following categories will be used when identifying risks:
    a) **Operational / Program Risks**
    Risks related to the development, sanctioning, and implementation of programs; management of human resources, including staff and volunteers; organizational capacity to meet member and stakeholder expectations. Technology and intellectual property risks related to the purchase, leasing, use, and storage of all hardware and software, programs, data, records, information including the protection of all intellectual property assets.
    b) **Compliance Risks**
    Risks related to failure to comply with existing laws and regulations governing employment, privacy, and workplace safety. Also includes complying with anti-doping policies, Sport Canada, other agency standards for funding and accountability, and the fulfillment of contractual obligations.

c) **Communication Risks**
Risks related to internal and external communications, information management systems, crisis and issues management, media relations, image, and reputation management, missed opportunities to promote and exploit successful outcomes, management of intellectual property, social media opportunities and pitfalls, confidentiality.

d) **External Risks**
Risks that are not in direct control of the organization such as funding frameworks from government and other agencies; relations with governments, games organizations and international federations; security threats/risks, involvement in other sport partnerships; hosting decisions and requirements; changing political priorities.

e) **Governance Risks**
Risks related to clarity of roles and responsibilities, decision-making and oversight, organizational structure, and performance; management of disputes and conflict of interest, planning for diversity and succession of the Board and committees, retention of corporate knowledge, staying current with trends affecting the Association.

f) **Financial Risks**
Risks related to financial monitoring and reporting, flexibility to control and direct funds, sponsorship attraction and retention, currency exchange rates, investment and management of reserve funds, protection of revenue streams, long-term financial sustainability.

g) **Health and Safety of Athletes**
Risks related to the safety of athletes, abuse and/or harassment of athletes, practice or competition environment, equipment, and progressive training of athletes.

17. All risks faced by the Association can be addressed by one or more of the following four general strategies:
    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, delivery, supervision, monitoring, or 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 giving rise to the risk – in other words, simply decide NOT to do something, or to eliminate some activity or initiative.

18. The above general strategies translate into a variety of risk control measures, which for the Association may include, but are not limited to:
    a) Development of policies, procedures, standards, and rules
    b) Effective communication
    c) Education, instruction, professional development, and specialized training
    d) Ensuring a core set of organizational values have been identified, defined, and communicated throughout the organization
    e) Adherence to minimum, mandatory qualifications and/or certifications for key staff and leaders
    f) Use of robust and legally sound contracts (i.e., employment agreements, contractor agreements, partnership agreements)
    g) Improving role clarity through use of written position descriptions and committee terms of reference
    h) Supervision and monitoring of staff, volunteers, participants, and activities
    i) Establishing and communicating procedures to handle concerns, complaints, and disputes
    j) Implementing schedules for regular review, maintenance, repair, and replacement of equipment
    k) Preparing procedures and protocols for emergency response and crisis management
    l) Use of warnings, signage, participation agreements and waiver of liability agreements where warranted
    m) Purchasing appropriate insurance coverage for all activities and reviewing regularly

**Reporting and Communication**

19. To ensure that risk management remains a high priority within the Association and to promote an organizational culture that embraces a risk management perspective, risk management will be a standing item on the agenda of every regular Board meeting, so that staff (if applicable) and Directors can provide updates as required.

20. The Association recognizes that communication is an essential part of risk management. This policy will be communicated to staff, the Board of Directors, Committees and volunteers and the Association will encourage all members to communicate their risk management issues and concerns.

# ATHLETE PROTECTION GUIDELINES

## Definitions

1. The following terms have the meanings in these Guidelines:
   a) "*Association"* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
   b) "*Person in Authority*" – An Individual who holds a position of authority within the Association including, but not limited to, coaches, managers, support personnel, chaperones, and Directors

## Purpose

2. These athlete protection guidelines describe how Persons in Authority can maintain a safe sport environment for athletes.

## Interactions between Persons in Authority and Athletes – the 'Rule of Two'

3. For interactions between Persons and Authority and Athletes, the Association strongly recommends the 'Rule of Two' for all Persons in Authority who interact with athletes, to the maximum extent feasible. The 'Rule of Two' is a directive that says that an athlete must never be alone one-on-one with an unrelated Person in Authority.
4. The Association recognizes that fully implementing the 'Rule of Two' may not always be possible in some instances. Consequently, at a minimum, interactions between Persons in Authority and Athletes must respect the following:
   a) To the maximum extent possible, the training environment should be visible and accessible so that all interactions between Persons in Authority and Athletes are observable.
   b) Private and one-on-one situations that are not observable by another adult or Athlete should be avoided to the maximum extent possible.
   c) A Vulnerable Participant may not be alone under the supervision of a Person in Authority unless prior written permission is obtained from the Vulnerable Participant's parent or guardian.
   d) Persons in Authority may not invite or host Vulnerable Participants in their home without the written permission from parents or guardians or without parents or guardians having contemporaneous knowledge of the visit

## Practices and Competitions

5. For practices and competitions, the Association recommends:

a) A Person in Authority should never be alone with a Vulnerable Participant prior to or following a competition or practice unless the Person in Authority is the Vulnerable Participant's parent or guardian
b) If the Vulnerable Participant is the first Athlete to arrive, the Athlete's parent should remain until another Athlete or Person in Authority arrives
c) If a Vulnerable Participant would potentially be alone with a Person in Authority following a competition or practice, the Person in Authority should ask another Person in Authority (or a parent or guardian of another Athlete) to stay until all of the Athletes have been picked up. If an adult is unavailable, another Athlete, who is preferably not a Vulnerable Participant, should be present in order to avoid the Person in Authority being alone with a Vulnerable Participant
d) Persons in Authority giving instructions, demonstrating skills, or facilitating drills or lessons to an individual Athlete should always do so within earshot and eyesight of another Person in Authority
e) Persons in Authority and Athletes should take steps to achieve transparency and accountability in their interactions. For example, a Person in Authority and an Athlete who know they will be away from other Participants for a lengthy period of time must inform another Person in Authority where they are going and when they are expected to return. Persons in Authority should always be reachable by phone or text message

**Communications**

6. For communication between Persons in Authority and Athletes, the Association recommends:
    a) Persons in Authority may only send texts, direct messages on social media or emails to individual Athletes when necessary and only for communicating information related to team issues and activities (e.g., non-personal information). Any such texts, messages or emails shall be professional in tone
    b) Electronic communication between Persons in Authority and Athletes that is personal in nature should be avoided. If such personal communication is unavoidable, it must be recorded and available for review by another Person in Authority and/or by the Athlete's parent/guardian (when the Athlete is a Vulnerable Participant)
    c) Parents/guardians may request that their child not be contacted by a Person in Authority using any form of electronic communication and/or may request

that certain information about their child not be distributed in any form of electronic communication

d) All communication between a Person in Authority and Athletes must be between the hours of 6:00am and midnight unless extenuating circumstances justify otherwise
e) Communication concerning drugs or alcohol use (unless regarding its prohibition) is not permitted
f) No sexually explicit language or imagery or sexually oriented conversation may be communicated in any medium
g) Persons in Authority are not permitted to ask Athletes to keep a personal secret for them

**Travel**

7. For travel involving Persons in Authority and Athletes, the Association recommends:
    a) Teams or groups of Athlete shall always have at least two Persons in Authority with them
    b) For mixed gender teams or groups of Athletes, there should be one Person in Authority from each gender
    c) Screened parents or other volunteers will be available in situations when two Persons in Authority cannot be present
    d) No Person in Authority may drive a vehicle alone with an Athlete unless the Person in Authority is the Athlete's parent or guardian
    e) A Person in Authority may not share a room or be alone in a hotel room with an Athlete unless the Person in Authority is the Athlete's parent/guardian or spouse
    f) Room or bed checks during overnight stays must be done by two Persons in Authority
    g) For overnight travel when Athletes must share a hotel room, roommates will be age-appropriate (e.g., within two years of age of one another) and of the same gender identity

**Locker Rooms / Changing Areas**

8. For locker rooms, changing areas and other closed meeting spaces, the Association recommends:
    a) Interactions between Persons in Authority and Athletes should not occur in any room where there is a reasonable expectation of privacy such as a locker

room, washroom or changing area. A second adult should be present for any necessary interaction between an adult and an Athlete in any such room

b) If Persons in Authority are not present in the locker room or changing area, or if they are not permitted to be present, they should still be available outside the locker room or changing area and be able to enter the room or area if required, for reasons including but not limited to team communications and/or emergencies

**Photography / Video**

9. For all photography and video of an Athlete, the Association recommends:
   a) Photographs and video may only be taken in public view, must observe generally accepted standards of decency, and be both appropriate for and in the best interest of the Athlete
   b) The use of recording devices of any kind in rooms where there is a reasonable expectation of privacy is strictly prohibited
   c) Examples of photos that shall be edited or deleted include:
      i. Images with misplaced apparel or where undergarments are showing
      ii. Suggestive or provocative poses
      iii. Embarrassing images
   d) If any photographs or videos will be used on any form of public media, an Image Consent Form (**Appendix G**) must be completed before any images are taken and used

**Physical Contact**

10. Some physical contact between Persons in Authority and Athletes may be necessary for various reasons including, but not limited to, teaching a skill, or tending to an injury. For physical contact, the Association recommends:
    a) Unless it is otherwise impossible because of serious injury or other justifiable circumstance, a Person in Authority must always clarify with an Athlete where and why any physical contact will occur prior to the contact occurring. The Person in Authority must make clear that he or she is <u>requesting</u> to touch the Athlete and not <u>requiring</u> physical contact
    b) Infrequent, non-intentional physical contact during a training session is permitted
    c) Hugs lasting longer than five seconds, cuddling, physical horseplay, and physical contact initiated by the Person in Authority is not permitted. It is recognized that some Athletes may initiate hugging or other physical contact

with a Person in Authority for various reasons (e.g., such as celebrating or crying after a poor performance), but this physical contact should always be limited to circumstances where the Person in Authority believes it is in the best interest of the Athlete and when it occurs in an open and observable environment

# EXECUTIVE LIMITATIONS POLICY

**Lawful and ethical operation**

1. The Sports Director shall not cause or allow any practice, activity, decision, or organizational circumstance, which is either:
   a) Unlawful;
   b) Imprudent;
   c) In contravention of any act or regulation;
   d) In violation of commonly accepted business and professional ethics;
   e) In violation of NWTASSA's values, By-laws, and regulations.

**Safe, fair, and respectful conduct**

2. In dealings with members, volunteers, coaches and athletes, the Sports Director shall not cause or allow conditions, procedures, or decisions which are unsafe, unfair, disrespectful, undignified, or which fail to provide appropriate confidentiality and privacy.
3. Accordingly, the Sports Director must:
   a) Use application forms or procedures that do not elicit information for which there is no clear necessity;
   b) Use methods of collecting, reviewing, or storing client information that protect against improper access to the information elicited;
   c) Establish with members and clubs a clear understanding of what may be expected and what may not be expected from any service offered;
   d) Provide access to a dispute resolution process for those who believe that they have not been dealt with fairly;
   e) Inform the Board of documented complaints and their nature;
   f) Ensure safe and proper conditions prevail at events of any sort sanctioned by or associated with NWTASSA.

**Financial and public integrity**

4. The Sports Director may not cause or allow jeopardy to fiscal integrity or public image.
5. Accordingly, the Sports Director must:
   a) Create obligations over only such a term for which revenue can be safely projected;
   b) Expend no more than $1,000 on a specific activity neither corresponding to an expected annual calendar of events, nor pre-approved by the Board;

c) Use long-term reserves only with prior Board approval;
d) Settle debts in a timely manner and ensure the collection of accounts receivable in a timely manner;
e) Make no single purchase or commitment greater than $5,000 without prior Board authorization;
f) Not acquire, encumber, nor dispose of real estate;
g) Operate with appropriate Board-level controls;
h) Plan in any fiscal year to spend only such funds as are conservatively projected to be received in that period, without explicit Board approval;
i) Protect property, information and files from loss or significant damage;
j) Preserve the organization's public image and credibility.
k) Ensure that the values and goals of the organization are reflected appropriately in all materials for distribution to the media.

**Board relations**

6. The Sports Director shall not permit the Board to be uninformed or unsupported in its work.
7. Accordingly, the Sports Director must:
   a) Submit information requested by the Board in a timely, accurate and understandable fashion, where available;
   b) Advise the Board if, in the Sports Director’s opinion, the Board is not in compliance with its own policies;
   c) Deal with the Board as a whole except when (i) fulfilling individual requests for information or (ii) responding to officers or committees duly charged by the Board;
   d) Report in a timely manner an actual or anticipated noncompliance with any policy of the Board;
   e) Advise the Board of any changes in the assumptions upon which any Board policy has been previously established;
   f) Conduct an annual survey of the membership and report the results to the Board;
   g) Make available and easily accessible to the public information regarding Board decisions.

**Member and community relations**

8. The Sports Director may not fail to work collaboratively with members and community partners to identify needs and gaps in services offered by NWTASSA to communities of the Northwest Territories.
9. Accordingly, the Sports Director must:
    a) Initiate the development of needed programs and services;
    b) Seek required funding (through grants, proposals, and reporting) and consequently disburse such funding to deliver such programs and services;
    c) Provide advice and guidance to member clubs, athletes, coaches, officials, and volunteers;
    d) Advance awareness of NWTASSA programs and services.

# GOVERNANCE POLICY

## Governing style

1. The Board will govern with an emphasis on:
    a) Outward vision rather than an internal preoccupation;
    b) Encouragement of diversity in viewpoints;
    c) Strategic leadership more than operational detail;
    d) Clear distinction between Board and administrative roles;
    e) Collective rather than individual decisions;
    f) Future rather than past or present;
    g) Proactivity rather than reactivity.
2. Accordingly:
    a) The Board, not the Sports Director, shall be responsible for excellence in governing;
    b) The Board will direct, control, and inspire the Association and its strategic ambition;
    c) The Board will make only those operational decisions not delegated to the Sports Director;
    d) The Board will enforce upon itself the discipline required to govern with excellence and meet the Association's goals and objectives;
    e) The Board will monitor and discuss its own processes and performance.

## Duties and responsibilities of Directors

3. Each of the Association's Directors acknowledges and pledges to uphold a range of duties and responsibilities necessary for the Association and its members to thrive, namely:
    a) A **duty of knowledge and care** – to attend each meeting of the Board and arrive prepared, aware of materials relevant to agenda items such as background documents and policies, understanding of a duty to exercise care and diligence in governing the Association's affairs, and aware of the potential consequences of decisions falling under the Board's jurisdiction;
    b) A **duty of integrity** – to protect the Association's integrity and reputation and abide by the Code of Conduct in all activities undertaken as a Director, whether internally or externally, including the faithful exercise of voting power; accurate and positive representation of the Association in the public sphere; and acting in the Association's best interests in honest, good faith at all times;

c) A **duty to manage** – establishing policies to direct good governance, complying with legal requirements, measuring, and reviewing the effects and impacts of the Board's decisions over time, and exercising appropriate oversight and support regarding the activities of staff and contractors.

**Roles of Officers**

**THE PRESIDENT**

4. The President assures the integrity of the Board and represents the Board to outside parties.
5. The President must ensure:
   a) The Board behaves consistently with the Association's values and applicable laws;
   b) Meetings are focused on issues requiring decisions from the Board, not the Sports Director, and deliberations are timely, fair, and efficient;
   c) Events requiring Board representation are attended and reported upon where possible;
   d) Staff and contractors are provided with adequate Board supervision and, in turn, provide regular reporting as directed by the Board.

**THE SECRETARY**

6. The Secretary is responsible for the maintenance of a complete and accurate record of the Association's activities.
7. The Secretary must ensure:
   a) Incorporation documents, By-laws, minutes, policies, reports, and related documents are preserved and made accessible to members where requested and appropriate;
   b) Documentary obligations under the Societies Act are met by the Association;
   c) An electronic archive of Association documents is maintained and made accessible to both Directors and the Sports Director.

**THE VICE-PRESIDENT**

8. The Vice-President replaces the President in their absence or inability to perform the functions of that office and ensures the President's duties are carried out, as necessary.

**THE TREASURER**

9. The Treasurer oversees the financial management of the Association and reports both to the Board and members regarding the Association's financial status.
10. The Treasurer must ensure:
    a) An understanding of the Association's accounts, accounting practices and financial responsibilities is maintained;
    b) Financial reporting obligations under the Societies Act are met by the Association;
    c) Directors and members are adequately informed of the Association's financial status, and the Board is suitably equipped to make decisions related to the Association's finances;
    d) The Sports Director's financial activities on behalf of the Association are adequately supervised;
    e) The Association's ability to perform day-to-day transactions, such as the signing of cheques and depositing of income, is maintained;
    f) The Association's *Financial Policy* is followed.

**COACH AND OFFICIALS COORDINATOR**

11. The Coach & Officials Coordinator is responsible for the continued provision of adequate coaching and officiating resource to meet the Association's needs.
12. The Coordinator must ensure:
    a) The Association is aware of, and implements, practices and programming in accordance with standards developed by the national governing body;
    b) Events sanctioned by or supported by the Association have access to an adequate supply of coaches and officials;
    c) The Sports Director's operational plan, to include the availability of regular training and certification opportunities for coaches and officials or those wishing to become coaches and officials, has adequate Board-level oversight.

**CLUB REPRESENTATIVES**

13. Club Representatives on the Board serve to provide a voice for their members in the Association's strategic development.
14. Club Representatives must:
    a) Accurately summarize and represent the view, or views, of their club's membership with regard to issues and decisions entrusted to the Board;

b) Act not in self-interest and in a spirit of collaboration with fellow Club Representatives and Directors;
c) Ensure the Association's programming and operations meet the needs of clubs, athletes, and volunteers throughout the Northwest Territories.

**PAST PRESIDENT**

15. There shall be no official role designated to any past president of the Association at Board level.

**Board committees**

16. Board committees, when used, help the Board do its job and never interfere with delegation from the Board to the Sports Director.
17. As such, Board committees:
    a) Advise the Board, not the Sports Director;
    b) May not speak nor act on the Board's behalf without Board approval;
    c) Report to the Board on a regular basis, as directed by the Board;
    d) May include members of the Association and members of the public alongside Directors, as directed by the Board;
    e) Are governed by terms of reference either set out in the Association's Committee Terms of Reference document or specified by the Board on inception of the committee;
    f) Cease to exist once their task is accomplished, unless stated otherwise in their terms of reference.

**In camera sessions**

18. The Board may direct that a meeting, or any portion of such, may be "in camera" at its discretion.
19. Staff and public access to items discussed in camera is restricted. In camera sessions are ordinarily used where disclosure of the discussion may harm an individual or organization, cause a breach of confidentiality, or cause undue financial loss to the Association.
20. The process is as follows:
    a) A Board motion is made to go in camera and noted in the formal minutes;
    b) Discussion in camera is recorded in a separate document by the Secretary and approved by the Board members present for the discussion;
    c) A Board motion to go out of camera is recorded in the usual, formal minutes of the meeting in progress;

d) The Sports Director, if not present, can now be called in to hear a decision, clarify issues, or respond to questions;
e) Decisions or motions made as a result of the in camera discussion are recorded in the formal minutes.

**Complaints**

21. Complaints addressed to a Director or the Board about the Association, its staff, volunteers, or members are to be addressed by the Board as a whole and a response sent by the President, if required, on the Board's behalf.
22. Complaints about a Director must be brought to the Board's attention and, if necessary, dealt with through an in camera discussion. Complaints about a Director will be handled pursuant to the Association's *Discipline and Complaints Policy*.

**Expenses**

23. Directors travelling on Board duty shall be eligible for reimbursement of all directly related expenses (as outlined below) for which receipts are provided to the Sports Director or Treasurer.
24. All Board travel for which reimbursement is desired is to be reviewed and approved by the Board prior to travel commencing.
25. The expenses of family members or others travelling in the same party shall not be reimbursed except with written Board authorization received prior to travel commencing.

**TRAVEL**

26. Flight costs of Directors travelling on official Board duty shall be paid in full, to include one item of hold luggage;
27. Directors travelling by private car on official Board duty within the NWT shall receive reimbursement at the Private Car Kilometric Rate shown in the most recent Duty Travel Rates list published by the Government of the Northwest Territories at the time receipts are received by the Sports Director or Treasurer. The Association's decision regarding the destination-to-destination distance is final;
28. Directors wishing to travel by private car on official Board duty outside the NWT shall have such a request approved by the Board before travelling, and shall either be reimbursed at (i) the rate of the cheapest economy airfare available between

the closest NWT airport and the out-of-territory destination, or (ii) using the Kilometric Rate provided for under section (b), at the Board's discretion;

29. Directors wishing to travel by rental car on official Board duty shall have such a request approved by the Board before travelling. On approval of such a request, the full cost of a reasonably sized rental car and all reasonable fuel receipts provided shall be reimbursed;
30. Public transport (bus, rail, metro) costs directly related to Board travel (e.g. for travel from accommodation to an Association-related event) are refundable in full;
31. Transportation for private purposes while on Board travel (e.g. from accommodation to an unrelated evening meal) is not refundable;
32. Costs incurred through the rearrangement of travel plans (e.g. rebooking flights following a missed flight or bad weather) are refundable only with Board approval on provision of relevant receipts and an explanatory note from the individual travelling.

**ACCOMMODATION**

33. Reasonable hotel costs for Directors travelling more than 50 km from their home community on official Board duty and requiring an overnight stay shall be paid in full;
34. Choice of hotel and rate rests entirely with the Sports Director and Treasurer. Hotels booked by an individual without prior consultation with the Sports Director and/or Treasurer may not be reimbursed in full or at all;
35. Directors staying with family or friends in private accommodation while travelling on Board duty shall be entitled to a $35/day accommodation allowance if requested;
36. Costs incurred through the rearrangement of travel plans (e.g. booking an additional hotel night following a missed flight or bad weather) are refundable only with Board approval on provision of relevant receipts and an explanatory note from the individual travelling.

**FOOD AND INCIDENTAL EXPENSES**

37. The cost of meals, to a total not exceeding $90 per day of Board-related travel or duty, shall be reimbursed in full on provision of receipts;
38. The cost of incidentals, to a total not exceeding $20 per day of Board-related travel or duty, shall be reimbursed in full on provision of receipts.

**OTHER EXPENSES**

39. Directors wishing to claim other expenses regarding Board-related travel, such as registration fees or stationery costs, must apply to the Association through the Sports Director and/or Treasurer with receipts and an explanatory note from the individual travelling.

# ATHLETE & COACH SELECTION POLICY

## 1. Selection Policy

a) This document sets out the process used by Speed Skating NWT (the "Association") to select athletes and coaches for major events – Arctic Winter Games, Canada Winter Games, Canadian Youth Short Track Championships - West, and other events as chosen at the discretion of the Association.

b) Athletes, coaches, parents, and volunteers are asked to abide by all elements of this policy. However, if circumstances arise which make this impossible, please see Section 9.

## 2. Principles of Selection

a) The Association will select athletes in accordance with the Technical Package issued for each event, which governs the age categories and number of athlete berths available to the Association.

b) The Association will select coaches in accordance with the Technical Package issued for each event, which governs the gender, certification prerequisites, and number of coach berths available to the Association.

c) The Association will seek gender equality in its selection of coaches for events wherever possible.

## 3. Athlete Eligibility

a) Athlete eligibility is governed by the Technical Package of each event and, where applicable, the relevant Team NT Handbook.

b) In addition to the provisions of the Technical Package and Handbook, the Association mandates that all selected athletes must:

i. be Canadian citizens or permanent residents, or eligible for and able to demonstrate active pursuit of Canadian citizenship;

ii. have been continuously resident in the Northwest Territories for at least six months prior to the start of the event for which they are selected; or

iii. if attending school or otherwise temporarily resident outside the NWT, be able to demonstrate to the Association's satisfaction that the territory remains their home residence;

iv. be members in good standing with the Association and registered with a speed skating program directly affiliated to the Association and Speed Skating Canada (or, if in a community where no such program exists, be

able to demonstrate adherence to a regular training program and access to schedule ice sessions);

v. agree to be bound by the Association's Code of Conduct and any other applicable (e.g., Team NT) code of conduct;

vi. provide, and wear, all regulation equipment;

vii. once selected, maintain attendance at regular training sessions and meet fitness standards expected of athletes representing the Northwest Territories.

## 4. Selection Process: Athletes

*4.1 Arctic Winter Games*

a) The purpose of the Arctic Winter Games (AWG) is the opportunity for developing NWT athletes' racing skills with skaters of similar ability level from different jurisdictions and focusing on a supportive and positive peer-based social environment.

b) All eligible athletes seeking selection to Team NT in short track speed skating for the AWG must participate in the Association's Territorial Trials.

c) Territorial Trials shall involve AWG competition distance events according to the provisions of the relevant Technical Package.

d) Territorial Trials are held on dates specified by Sport North in the three months prior to each AWG.

e) Athletes receive points for each distance in accordance with the Association's points system:

| | | | |
|---|---|---|---|
| 1st **250** | 8th **35** | 15th **12** | 22nd **4** |
| 2nd **175** | 9th **30** | 16th **10** | 23rd **3** |
| 3rd **125** | 10th **25** | 17th **9** | 24th **2** |
| 4th **75** | 11th **20** | 18th **8** | 25th **1** |
| 5th **60** | 12th **18** | 19th **7** | Others **1** |
| 6th **50** | 13th **16** | 20th **6** | |
| 7th **40** | 14th **14** | 21st **5** | |

f) The top four ranked eligible athletes in each category under this points system, once all races are completed and overall points tallied, shall be selected by the Association for the AWG.

g) If any two or more athletes are tied, a tie-breaking contest over a medium distance shall be held at Territorial Trials as follows (subject to amendment by the Association should age categories at the AWG change):
   i. U15 – 500m pursuit (100m track)
   ii. U19 – 777m pursuit (111m track)

h) The results of the tie-breaking contest shall be used to fill the available selection berth(s) by advancing athletes in finishing order, fastest first, until such time as the team is complete.

i) If any top four ranked athlete withdraws from selection for any reason, the next-ranked athlete shall be advanced to the AWG.

j) If there are four or fewer eligible and qualified athletes in a category, the Association may automatically advance those athletes to the AWG and may provide an alternate speed skating event in place of Territorial Trials for that category.

k) Alternate athletes in each category are, in order, those next-ranked athletes outside the top four selected athletes.

*4.2 Canada Winter Games*

a) The purpose of the Canada Winter Games (CWG) is the opportunity for the development of NWT athletes in a meaningful national level competition, with an emphasis on racing skills development and a positive peer-based social environment.

b) To be eligible for selection to the CWG training group, athletes must be skating within 125% of the CWG record in two distances by May 1 of the year preceding the Games. The rationale for the 125% standard ensures that skaters have the necessary control and fitness to compete safely as well as the technical proficiency and stamina required to complete at more competitive meets.

c) Athletes wishing to be considered for selection must sign a commitment form regarding training, to be issued by the Association and returned to the team manager prior to May 1 of the year preceding the Games. An event-specific training group, comprised of skaters that meet the required safety standards, will be subsequently formed.

d) Members of the CWG training group must participate fully in all elements of training as directed by their coaching staff, such as training logs, strength and conditioning, and travel to sanctioned events. Exceptions related to unforeseen circumstances will be considered on a case-by-case basis.

e) To be eligible for selection to the CWG team, athletes in the training group must skate within 120% of the CWG record in at least two distances prior to December 31 of the year preceding the Games. The rationale for the 120% standard ensures skaters demonstrate enough technical proficiency to safely and effectively participate in higher-tier competitions without posing a safety hazard or delaying the event.

f) Performances reaching that target must have been achieved between July 1 and December 31 of the year preceding the Games, during official competitions or time trials, and the results obtained must be based on the average of three watches. Manual times are adjusted upwards by 0.2 seconds.

g) The Association will identify a maximum of four opportunities for athletes to achieve a target performance during the same time period. If an athlete misses any such opportunity through illness, injury, or other unforeseen circumstance, the Association may identify an alternative opportunity but is not obliged to do so.

h) Athletes must also maintain 80% attendance at on-ice and off-ice training sessions scheduled or approved by the coaching staff, between May 1 of the year preceding the Games and the beginning of the Games. Athletes who do not maintain 80% attendance and are unable to provide a satisfactory explanation will be removed from the training group or team.

i) The Association will name its CWG team from members of the training group by the end of December 31 of the year preceding the Games. Members and configurations of the relay teams will be the decision of the coach.

j) Athletes who have demonstrated sufficient commitment to the training group, achieved attendance standards, and met the required time standards outlined in the Target Performances document, will then be ranked for selection to the CWG team.

k) Ranking of athletes is based on the sum of each skater's best times achieved during the performance window outlined above in the first three CWG distance.

l) Athletes ranked from first to fifth will be offered positions on the team. Ties for the fifth place will be decided through an independent three-person panel

appointed by the Association. The panel has the authority to break the tie based on an athlete's record of dedication to the sport and to training group activities and/or disciplinary record, or to establish a one-off race or series of races to break the tie. Panel members shall be free from actual or perceived conflict of interest with regard to athletes participating in the tie-breaking process. All panel members will be required to sign a conflict of interest form. The decision of the panel is final.

*4.3 Canadian Youth Short Track Championships - West*

a) The purpose of the Canadian Youth Short Track Championships – West (CYSTC-West) is to reinforce a holistic approach to skating and strive to develop the social, cognitive, and physical aspects of development of NWT Train to Train athletes.

b) The Association's selection process for this event follows the eligibility criteria established in Speed Skating Canada's Competitions Bulletin issued the summer prior to each edition of CYSTC-West, which serves as a Technical Package for the event.

c) The Competitions Bulletin establishes age and gender categories for CYSTC-West alongside the number of skaters the Association may enter for the event.

d) Athletes must indicate to the selected coach their intention to be considered for CYSTC-West selection by December 31 of the year preceding the event. In stating this intention, athletes pledge their availability for the duration of the event and commit to attending all training and competitive sessions mandated by their coach in preparation.

e) To qualify for selection, athletes must achieve times within 125% of the previous CYSTC-West edition's fastest times in both one short distance and the 1500m distance by the end of February in the present season. The Association will publicize a list of the previous CYSTC-West edition's fastest times for ease of understanding and clarity. The rationale for the 125% standard ensures that skaters have the necessary control and fitness to compete safely as well as the technical proficiency and stamina required to complete at more competitive meets.

f) Should more than one athlete qualify in any given category, athletes will be ranked and selected according to best times for the season in progress. Times must be achieved using the average from a minimum of three watches. Manual times are adjusted upwards by 0.2 seconds.

g) Athletes will be named to the CYSTC-West team in order of the sum of their best times in each of the 400m, 800m, and 1500m for the season in progress as achieved by the end of February, until the Association's allotted berths in each category are filled.

h) In the event of a withdrawal once selection is completed, the next-ranked skater in any given category shall serve as an alternate, subject to all other eligibility requirements being met.

i) Should additional berths be awarded to the Association, next-ranked athletes will be considered for selection subject to coach recommendation and all other eligibility requirements being met.

j) Athletes may not move up an age category at CYSTC-West.

*4.4 Applicable to all selection processes*

**a)** If Technical Package regulations allow, vacancies in one age category may be filled by an athlete from the immediately preceding age category, provided that such an athlete has fulfilled all selection criteria for their initial age group. In taking such a decision, the Association shall consider safety, athlete maturity, emotional ability to skate with older skaters, competitive nature, focus on and commitment to speed skating, and the ability to be away from home. **The decision to advance a skater up one age category must be made prior to selection being finalized for their initial age category.**

b) Athletes selected to Team NT are expected to participate in all events mandated by the Association from the date of selection until completion of their major event, including the NWT Championships. Exemptions may be requested for exceptional circumstances, such as injury or illness, on a case-by-case basis following the procedure outlined in Section 8.

c) If unforeseen circumstances prevent the implementation of a selection process as outlined in this document, the Association reserves the right to identify and administer an alternative process or selection timeline. In this event, all candidates must be notified of any changes in a timely manner.

d) All athlete selections are subject to ratification by the Association prior to selections being finalized for any event.

## 5. Selection Process: Coaches and Managers

a) The Association has authority to select all coaches and managers for major events.

b) Coach and manager selections takes place in accordance with the principles laid out in this policy and the technical detail set out in the relevant Technical Package for the event. The Technical Package defines the number of coaches and managers to be selected, qualifications required of any coach or manager, and event-specific eligibility criteria.

c) Coaches and managers must:
   i. be Canadian citizens or permanent residents, or eligible for and able to demonstrate active pursuit of Canadian citizenship;
   ii. have been continuously resident in the Northwest Territories for at least six months prior to the start of the event for which they are selected; or
   iii. if attending school or otherwise temporarily resident outside the NWT, be able to demonstrate to the Association's satisfaction that the territory remains their home residence;
   iv. be members in good standing with the Association;
   v. agree to be bound by the Association's Code of Conduct and any other applicable (e.g., Team NT) code of conduct;
   vi. once selected, hold regular training sessions, and maintain communication with athletes representing the Northwest Territories.

d) Prior to the start of the athlete selection process for any event, the Association shall initiate a coach and manager selection process by publishing a Call for Coaches and Managers.

e) The Call for Coaches and Managers will be made as early in the season as possible after the Association has received and approved qualified races for the upcoming season. Appointments for each event will be announced as soon as possible after the call has closed. If there is an event that falls prior to these deadlines or was not on the original "qualified races" list, the Association may approve it and proceed with coach/manager selection as a single event. The same "call for coach/manager" process will apply for these events as well.

f) If a selected coach/manager cannot attend their event for unforeseen reasons, and there is not an adequate second application, the call for coach/manager process must be started again, time permitting. If there is not adequate time, then the Association holds the right to appoint an appropriate substitution.

g) The Call for Coaches and Managers will:
   i. set out any event-specific requirements as documented in the relevant Technical Package;

ii. list any other requirements of applicants, including:
    a. Have a valid driver's licence;
    b. Have submitted an up-to-date Criminal Records Check;
    c. Adhere to the policies and procedures of Speed Skating NWT;
    d. Adhere to the Speed Skate Canada (SSC) Coaching Code of Conduct;
    e. Meet SSC coaching certification standards for the level of the meet or obtain the appropriate training exemption;
iii. specify an email address to which applications must be sent or online application form;
iv. set an appropriate deadline (at least two weeks after the publication date) by which applications must be received.

h) If no Technical Package exists, or if the Technical Package does not specify required coaching certification for a given event, the Association reserves the right to set specific requirements for its coaches and managers – to be documented in its Call for Coaches and Managers.

i) Applications will be considered by the Association subject to the provisions of Section 6 below, and coaches/managers will be selected according to the following criteria:
    i. Speed skating qualifications achieved to date;
    ii. Experience as a coach, manager and/or athlete;
    iii. Active involvement with speed skating in the NWT;
    iv. Fulfilment of all eligibility criteria in this policy and the event-specific Technical Package;
    v. Other criteria as set out in any event-specific application process.

j) The Association reserves the right to select coaches or managers from outside the pool of applicants. If the Association is unable to fulfil gender-specific criteria from an available pool of applicants, a chaperone may be substituted according to event-specific Technical Package rules.

k) The Association may remove coaches or managers if, in its estimation, the coach or manager is not sufficiently assisting in the preparation of athletes for an event, or other legitimate reasons exist for such a removal.

## 6. Selectors

a) The Association's selected coaches shall, ordinarily, hold responsibility for the administration of the pre-event selection process and subsequent selection of athletes according to the provisions of this policy.

b) If necessary, the selected coaches may request assistance or clarification from the Association at any stage of the selection process.
c) Selectors must be free from actual or perceived conflict of interest. Parents of athletes, or other individuals deemed by the Association to have a special interest in any selection process, may not have involvement in the selection process and the Association shall appoint a replacement selector drawn from its membership in such instances. All selectors will be required to sign a conflict of interest form.
d) Selection of coaches shall be the responsibility of the Association, minus any Board Members considered to possess an actual or perceived conflict as outlined above. If necessary, the Association's Sports Director shall appoint replacement selectors drawn from the membership to ensure a panel of at least three coach selectors.

**7. Removal**

a) Athletes and coaches may be removed from any stage of a selection process if they:
   i. fail to maintain their eligibility;
   ii. fail to attend mandated events or maintain an acceptable standard of physical fitness once selected;
   iii. exhibit conduct detrimental to the Association;
   iv. are no longer able to train or compete owing to illness, injury, or other medical reasons.
b) In such circumstances, an alternate athlete may be advanced as a replacement, provided they continue to meet all eligibility criteria.

**8. Exceptional Circumstances**

a) Athletes seeking an exception to any element of this policy should apply in writing (by email) to the Association through the President or Sports Director, outlining their reasons for seeking an exception and providing all necessary context. In addition, a letter of support from a coach should be supplied.
b) Requests are considered on a case-by-case basis and should be received a minimum of four weeks before any event or deadline to which they relate where possible.
c) On receipt of a request, the Association will appoint a three-person panel to rule on the request's validity. No member of the panel shall be related to athlete or coach involved in the circumstances being considered, nor shall

they have held any position of authority related to the request. The Association may consider requesting a Speed Skate Canada advisor to assist with or be a member of the panel. All panel members will be required to sign a conflict of interest form.

d) Within three days of such a panel being appointed, that panel will meet in person or by teleconference. At the panel's request, an athlete requesting an exception and/or their parent/guardian may be asked to present their case.

e) The panel reviews the request and, within three days of meeting, will either:
   i. Uphold the request and supply appropriate action to be followed by the Association; or
   ii. Reject the request.

f) Decisions of the panel are final.

## 9. Appeals

a) Appeals can be submitted per the *Appeal Policy*.

# TEAM NT SKINSUIT POLICY

## Purpose

1. Skaters that are eligible to compete at events at which Speed Skating NWT (the "Association") is represented nationally, including but not limited to Canada Cup Series, Arctic Winter Games, Canada Winter Games, and the Canadian Youth Short Track Championships – West, shall wear the Team NT skinsuit and warm up jacket. Team NT skinsuits cannot be worn by other skaters who have not made the team.

## Replacement Suit

2. When a skater becomes eligible to compete at events to represent Team NT, the first skinsuit and warm up jacket will be provided to the skater at no cost. The Association will cover all costs. Skaters will be asked to return their skinsuit if they are no longer skating or have outgrown the skinsuit. Skaters that outgrow their skinsuits will have a new skinsuit provided. If a skater's skinsuit is torn, well worn, or lost, a replacement skinsuit may be provided from existing stock.

# TRAVEL FUNDING POLICY

## 1. Purpose

a) This policy explains how the Speed Skating NWT (the "Association") will fund athletes and coaches travelling to speed skating events on behalf of the Association.

b) **All financial contributions are made on a first come, first serve basis while considering budget allocation remains for any given season. Once budget allocation is exhausted, the Association may reduce or eliminate the following subsidies and will warn athletes accordingly on receipt of applications.**

c) **In addition to this Travel Funding Policy, the Association expects all NWT Clubs and their membership to undertake fundraising activities to help offset travel costs for their community skaters.**

d) To be sure of receiving financial assistance, athletes should advise the Association of their intention to travel at the beginning of each skating season and provide travel receipts no later than one calendar month after the event. The Association will consider exceptional circumstances on a case-by-case basis via application to the Sports Director.

## 2. Eligible Events

a) Events covered by this policy shall be those listed in the Competitions Calendar, as approved by the Board at the start of each season.

b) Athletes attending eligible events have funding priority on a first come, first serve basis. Athletes desiring funding subsidies for other events must apply through their Club to the Associations' Sports Director for consideration by the Association on a case-by-case basis. The decision of the Board is final and is not subject to appeal.

c) In the absence of a Competitions Calendar, the list below shall apply for the purposes of this policy:

d) The listing or absence of an event in each season's published Competitions Calendar shall always take precedence over the list below.

### High Performance Events

*a) Events at which the Association is represented nationally by high-performance competitive skaters.*

i. Canada Cup Series

a. CC 1, 2, Final or Junior Final (1 guaranteed spot per territory/province per gender for CC 1 & 2 if the skater meets minimum time standard. Ranking in CC2 determines qualification for CC Final and CC Junior Final)

ii. Canadian Junior Championships (Ranking at CC1 + 2 spots/gender for highest national time ranking)

iii. Canadian Championships (national ranking from previous year / NextGen status)

iv. Canadian International Invitational (national ranking)

**Performance Events**

*a) Events at which the Association is represented by competitive skaters working toward high-performance goals.*

i. Western Elite Circuit
   a. WEC 1,2,3
   b. Olympic Oval Single Distance

ii. Team NT (spots guaranteed for NWT participants)
   a. Arctic Winter Games Territorial Trials*
   b. Arctic Winter Games* (up to 4 skaters per gender)
   c. Canada Winter Games* (up to 5 skaters per gender)
   d. Canadian Youth Short Track Championships – West (up to 8 skaters per gender - 2 per age year)
   e. Canadian Youth Long Track Championships

**For asterisked events, some or all costs are ordinarily covered by Team NT (GNWT). This policy only applies should funding through Team NT be unavailable. The Association will publish an advisory should this be the case.*

**Development Events**

*a) Events at which the Association is represented by developing skaters, who may or may not be competitive against the majority of the field at this stage.*

i. Peace Wapiti Ability Meet (Grande Prairie)

ii. Peace River Ability Meet

iii. Edmonton Fall Classic

iv. Yellowknife Ability Meet

v. Debby Fisher's RU Fast

vi. NWT Championships

## 3. Funding Criteria

a) Athletes desiring funding subsidies to attend events must apply through their Club to the Associations' Sports Director, for consideration by the Association on a case-by-case basis. The decision of the Board is final and not subject to appeal. All financial contributions are made on a first come, first serve basis while considering budget allocation remains for any given season. Once budget allocation is exhausted, the Association may reduce or eliminate the following subsidies and will warn athletes accordingly on receipt of applications.

**High Performance Events**

a) Athletes requesting financial support for High Performance Events must satisfy the following criteria to qualify:
   i. Athlete meets qualification criteria for identified event. National events: prequalifies or qualifies by time and national ranking.
   ii. Coach / Club recommendation:
      a. Has demonstrated commitment to training and to the sport of speed skating, to the satisfaction of both the club coach and the Association;
      b. Adherence to the Associations' Code of Conduct.

**Performance Events**

a) Athletes requesting financial support for Performance Events must satisfy the following criteria to qualify:
   i. Athlete meets qualification criteria for identified event:
      a) WEC / Single Distance: Achieves the minimum time standard as set by the Event;
      b) TEAM NT (AWG, CWG, CYSTC-West, CYLTC): Athlete meets the Associations' criteria as laid out in the Athlete Selection Policy.
   ii. Coach / Club recommendation:
      a. Recommendation from club coach indicating the meet is suitable for the skater;
      b. Has demonstrated commitment to training and to the sport of speed skating, to the satisfaction of both the club coach and the Association;
      c. Adherence to the Associations' Code of Conduct.

**Development Events**

a) Athletes requesting financial support for **Development Events** must satisfy the following criteria to qualify:
   i. Recommendation from club coach indicating the meet is suitable for the skater;
   ii. Demonstrated commitment to training and to the sport of speed skating, to the satisfaction of both the club coach and the Association;
   iii. Adherence to the Associations' Code of Conduct.

## 4. Financial Support for Athletes

a) All financial contributions are made on a first come, first serve basis while considering budget allocation remains for any given season. Once budget allocation is exhausted, the Association may reduce or eliminate the subsidies and will warn athletes accordingly on receipt of applications.
b) In the absence of a Financial Support Guide, and subject to adequate funding being available at the Associations' sole discretion, the following guideline rates shall apply:

**High Performance Events**

a) Travel to high performance events by athletes will be considered on a case-by-case basis by the Association upon receipt of a proposal.

**Performance & Development Events**

a) All athletes must attend the NWT Championships in the Competitions Calendar for a given season to be eligible for funding support related to performance or development events taking place elsewhere. Failure to attend the NWT Championships may affect future funding. The Association will consider exceptional circumstances on a case-by-case basis via application to the Sports Director for consideration by the Association.
b) Athletes may apply for one other event per season. Athletes desiring funding subsidies for additional events must apply through their Club to the Associations' Sports Director, for consideration by the Association on a case-by-case basis. The decision of the Board is final and not subject to appeal.
c) To be sure of receiving financial assistance, athletes should advise the Association of their intention to travel at the beginning of each skating season and provide travel receipts no later than one calendar month after the event. The

Association will consider exceptional circumstances on a case-by-case basis via application to the Sports Director.

d) Once a subsidy for a specific event has been awarded under this policy, no further subsidy from the Association related to that event is available.
e) Accommodations, car rentals, and meals are not reimbursed.
f) Athletes are responsible for the payment of their own registration fees.

**Flights**

g) For travel by air, athletes traveling to Yellowknife shall be reimbursed up to a maximum of 75% of the lowest return airfare posted each September[16] (maximum value of $1250). Receipts must be provided.
h) For travel by air, athletes traveling from Yellowknife to southern events shall be reimbursed up to a maximum of 25% of the lowest return airfare posted each September[17] (maximum value of$150). Receipts must be provided.

**Driving**

a) For travel by road, athletes shall be entitled to a reimbursement rate of $0.65/km (maximum value of $750). Clubs are encouraged to carpool to reduce costs.

## 5. Financial Support for Coaches

a) All financial contributions are made on a first come, first serve basis while considering budget allocation remains for any given season. Once budget allocation is exhausted, the Association may reduce or eliminate the following subsidies and will warn coaches accordingly on receipt of applications.
b) The Association will fund the cost of travel (flight/mileage/car rental) and accommodation for coaches taking NWT athletes to any Eligible Event to a maximum of $2000 per coach per event from Yellowknife and to a maximum of $2500 per coach per event from community outside of Yellowknife. For travel by road, coaches shall be entitled to a reimbursement rate of $0.65/km. The remaining cost of travel and accommodation will be shared amongst the NWT athletes[18] attending the Eligible Event.
c) Coaches/chaperones covered by this policy shall be chosen for each event, as approved by the Board at the start of each season. In the absence of a selected coaches list, coaches should advise the Association of their intention to travel

[16] Lowest Return Airfare Tables
[17] Ibid.
[18] NWT Athletes include skaters traveling with Team NT and skaters traveling with their parents to an Eligible Event.

no later than one calendar month prior to an event. The Association will consider exceptional circumstances on a case-by-case basis via application to the Sports Director.

d) The Association will cover the costs of up to two coaches (or one coach and one chaperone or team manager). Where more than 12 athletes are travelling, the Association will cover the costs of up to three coaches, chaperones, or team managers. At all times, one funded coach must be certified to the level required by the event. Where possible, the Association will cover the costs of one coach mentee. Where a skater is traveling with their parent, the costs of travel for the parent will not be covered.
e) If an event mandates a preset number of coaching staff (e.g., coach and assistant coach, or coach and team manager), the Association will fund the mandated number of positions regardless of the number of athletes travelling.
f) Where more coaches apply for funding than are covered by this policy for a given event, the Association shall assess applications and award funding according to:
    i. Coaching experience and certification
    ii. Years of active speed skating coaching in the NWT
    iii. Specific circumstances outlined in any application
g) Any decision of the Association regarding allocation of funding shall be final. The Association will consider exceptional circumstances on a case-by-case basis via application to the Sports Director.
h) Coach expenses, including registration fees, at Arctic Winter Games and Canada Winter Games are the responsibility of Team NT.

## 6. Financial Support for Officials & Other Members

a) Requests for financial support related to NWT-based officials and other members travelling on speed skating business should be directed to the Sports Director, for consideration by the Association on a case-by-case basis. Funding awards may vary according to financial resources available.

## 7. Review of Policy

a) This policy will be reviewed two years from the date of approval and every five years following.

# CONFLICT OF INTEREST POLICY

## Definitions

1. The following terms have these meanings in this Policy:
    a) *"Association"* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
    b) "*Conflict of Interest*" – Any situation in which a Representative'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) "*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
    d) "*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
    e) "*Representatives"* – Individuals employed by, or engaged in activities on behalf of, the Association including: coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the Association

## Background

2. Individuals who act on behalf of a not-for-profit organization have a duty first to that organization and second to any personal stake they have in the operations of the organization. Representatives must not put themselves in positions where making a decision on behalf of the Association is connected to their own personal interests. That would be a conflict of interest situation.

## Purpose

3. 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 conflicts. This Policy describes how Representatives will conduct themselves in matters relating to conflict of interest and clarifies how Representatives shall make decisions in situations where conflict of interest may exist.
4. This Policy applies to all Representatives.

**Obligations**

5. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative's personal interest and the interests of the Association, shall always be resolved in favour of the Association.
6. Representatives will not:
    a) 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
    b) 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
    c) 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
    d) 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
    e) 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
    f) 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
    g) Place themselves in positions where they could, by virtue of being a Representative of the Association, influence decisions or contracts from which they could derive any direct or indirect benefit
    h) 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 a Representative of the Association

**Disclosure of Conflict of Interest**

7. On an annual basis, all the Association's Directors and candidates for election to the Board, 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.

8. Immediately upon becoming aware that a conflict of interest may exist, all Representatives must disclose any real or perceived conflict of interest as follows:
    a) Directors, Officers, Committee Members, candidates for election to the Board, and the senior staff person (when employed) must disclose real and perceived conflicts of interest to the Board
    b) Employees must disclose real and perceived conflicts of interest to the senior staff person or, in the absence of a senior staff person position, to the Board
    c) Coaches, volunteers, managers, and other Representatives must disclose real and perceived conflicts of interest to their immediate supervisor (e.g., team manager, staff person, other volunteer, etc., as applicable)
9. Representatives 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, or Director.

**Minimizing Conflicts of Interest in Decision-Making**

10. Decisions or transactions that involve a conflict of interest that has been proactively disclosed by a Representative of the Association will be considered and decided with the following additional provisions:
    a) The nature and extent of the Representative's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded or noted
    b) The Representative does not participate in discussion on the matter
    c) The Representative abstains from voting on the decision
    d) For Board-level decisions, the Representative does not count toward quorum
    e) The decision is confirmed to be in the best interests of the Association
11. For potential conflicts of interest involving employees, the Association's Board will determine whether there is there 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.

**Conflict of Interest Complaints**

12. Any person who believes that a Representative 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 decide appropriate measures to eliminate the potential or existing conflict. The Board may apply the following actions singly or in combination for real or perceived conflicts of interest:
    a) Removal or temporary suspension of certain responsibilities or decision-making authority
    b) Removal or temporary suspension from a designated position
    c) Removal or temporary suspension from certain teams, events, and/or activities
    d) Expulsion from the Association
    e) Other actions as may be considered appropriate for the real or perceived conflict of interest
13. Any person who believes that a Representative 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*.
14. Failure to comply with an action as determined by the Board will result in automatic suspension from the Association until compliance occurs.
15. 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.

**Enforcement**

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

# TRANS INCLUSION POLICY

## Guiding Principles

1. The Association supports the recommendations outlined in *Creating Inclusive Environments for Trans Participants in Canadian Sport*, the guidance document developed by the Trans Inclusion in Sport Expert Working Group and published by the Canadian Centre for Ethics in Sport (CCES). The Association adopts the best practices outlined in the document and has used the four Policy Guidance statements in the development of this *Trans Inclusion Policy*. The Policy Guidance statements are:
    a) Individuals participating in development and recreational sport (LTAD stages Active Start, FUNdamental, Learn to Train, Train to Train, Train to Compete (until international federation rules apply) and Active for Life) should be able to participate in the gender with which they identify and not be subject to requirements for disclosure of personal information beyond those required of cisgender athletes. Nor should there be any requirement for hormonal therapy or surgery
    b) Hormone therapy should not be required for an individual to participate in high-performance sport (LTAD stages Train to Compete (once international federation rules become a factor) and Train to Win) in the gender category that is consistent with their gender identity, unless the sport organization can prove that hormone therapy is a reasonable and bona fide requirement
    c) Individuals should not be required to disclose their trans identity or history to the sport organization in order to participate in high-performance sport (LTAD stages Train to Compete (once international federation rules become a factor) and Train to Win) unless there is a justified reason requiring them to do so.
    d) Surgical intervention should not be required for an individual to participate in high-performance sport (LTAD stages Train to Compete (once international federation rules become a factor) and Train to Win) in the gender category that is consistent with their gender identity

## Definitions

2. The following terms have these meanings in this document:
    a) "*Association*" – the Northwest Territories Amateur Speed Skating Association (NWTASSA)

b) *"Cisgender"* – A term to describe a person whose gender identity corresponds with their birth-assigned sex (e.g., someone whose gender identity is male and was assigned male at birth)
c) "*Gender*" – The socially constructed roles, behaviours, activities, and attributes that a society assigns to masculinity or femininity
d) "*Gender Expression*" – The way an individual communicates their gender identity to others. This is done through behaviour, body language, voice, emphasis or de-emphasis of bodily characteristics, choice of clothing, hairstyle, and wearing make-up and/or accessories. The traits and behaviours associated with masculinity and femininity are culturally specific and change over time
e) "*Gender Identity*" – A person's innermost sense of their own gender. This can include man, woman, both, neither or something else entirely. Gender also refers to a variety of social and behavioural characteristics (e.g., appearance, mannerisms). There are lots of words people may use to talk about their gender identity and expression
f) "*Gender reassignment*" – Medically-supervised program of treatment to transition a person's body to align with their gender identity through hormone therapy and/or surgery
g) "*Intersex*" – Refers to a combination of features that distinguish male and female anatomy
h) "*Sex*" – The classification of people as male, female, or intersex. Sex is usually assigned at birth and is based on an assessment of a person's reproductive system, hormones, chromosomes, and other physical characteristics, most notably by external genitalia
i) "*Trans*" – An umbrella term that describes people with diverse gender identities and gender expressions that do not conform to stereotypical ideas about what it means to be a girl/woman or boy/man in society. It includes but is not limited to people who identify as transgender, transsexual, cross dressers (adjective), or gender non-conforming (gender diverse or genderqueer).
j) "*Transgender Female*" – Someone who was assigned the male sex at birth, but whose gender identity is female
k) "*Transgender Male*" – Someone who was assigned female sex at birth, but whose gender identity is male

**Purpose**

3. The Association believes that all individuals deserve respectful and inclusive environments for participation that value the individual's gender identity and gender expression. The Association wants to ensure that all participants have access to programming and facilities in which they feel comfortable and safe. The Association is committed to implementing this policy in a fair and equitable manner.

**Actions for Inclusion**

4. The Association pledges to:
    a) Provide this Policy to staff of the Association, Directors and club members and provide education on the importance of trans inclusion and what this entails in terms of practices, policies, procedures, and norms of behaviour.
    b) Provide registration forms and other documents that allow:
        i. the individual to indicate their gender identity and expression, rather than their sex or gender; and
        ii. the individual to abstain from indicating a gender identity with no consequence to the individual
        iii. the individual to indicate their preferred pronoun
        iv. the individual to indicate their preferred name
    c) Maintain organizational documents and the Association's website in a manner that promotes inclusive language and images
    d) Refer to individuals by their preferred name and pronoun
    e) Work with trans athletes on the implementation, monitoring and/or modification of this Policy
    f) When the Association has the authority to determine participants' use of washrooms, change rooms, and other facilities, the Association will permit individuals to use the facilities of their gender identity
    g) Ensure uniforms and dress codes that respect an individual's gender identity and gender expression
    h) Determine Eligibility Guidelines for transgender participants (as described in this Policy)

**Eligibility Guidelines – Exceptions**

5. When applicable, the eligibility guidelines of the international federation, and/or any major Games regarding trans athlete participation will supersede the eligibility guidelines as outlined in this Policy.

**Eligibility Guidelines**

6. As a general guiding principle for the Association's eligibility guidelines, the Association supports the following statement from *Creating Inclusive Environments for Trans Participants in Canadian Sport*:

   *Based on this background and available evidence, the Expert Working Group felt that trans athletes should be able to participate in the gender with which they identify, regardless of whether or not they have undergone hormone therapy. Exceptions could be made if a sport organization is able to provide evidence that demonstrates hormone therapy is a reasonable and bona fide requirement (i.e., a necessary response to a legitimate need) to create a fair playing field at the high-performance level (p. 19)*
7. At both recreational and competitive levels, an individual may participate in their expressed and identified gender category.
8. Individuals are not required to disclose their trans identity or history to the Association or any of the Association's representatives (e.g., coaches, staff, Directors, officials, etc.).
9. All athletes must be aware that they may be subject to doping control testing pursuant to the Canadian Anti-Doping Program. Trans athletes undergoing gender reassignment are encouraged to contact the Canadian Centre for Ethics in Sport (CCES) to determine what procedures, if any, are required to obtain a Therapeutic Use Exemption (TUE).

**Confidentiality**

10. The Association will not disclose to outside parties any documentation or information about an individual's gender identity and expression. A trans individual's privacy and confidentiality will be respected.

**Ongoing Monitoring**

11. The Association commits to monitoring ongoing developments regarding national and international participation guidelines for trans athletes and pledges to monitor the implementation, review and/or revise this Policy whenever new information becomes available.

**Resolving Gender Identity and Expression Issues**

12. Should an individual feel they have been subject to, or witness, discrimination, bullying, harassment, sexual harassment, vilification, or victimization based on gender identity or expression, they should take appropriate action through the

Association's *Discipline and Complaints Policy*. Should the individual not feel safe in doing so, they should seek assistance from the Association's Chief Executive Officer for advice and support or action on their behalf.

**Appeal**

13. Any decision rendered by the Association in accordance with this Policy may be appealed in accordance with the Association's *Appeal Policy*.

**Resources:**

Canadian Association for the Advancement of Women and Sport and Physical Activity (CAAWS) (2017 Second Edition). Leading the Way: Working with LGBT Athletes and Coaches. A Practical Resource for Coaches. Access at: http://www.caaws.ca/e/wp-content/uploads/2017/05/LeadingTheWay-v2017.pdf

Canadian Centre for Ethics in Sport (CCES) (2012). Sport in Transition: Making Sport in Canada More Responsible For Gender Inclusivity. Access at: https://cces.ca/sites/default/files/content/docs/pdf/cces-paper-sportintransition-e.pdf

Canadian Centre for Ethics in Sport (CCES) (2016). Creating Inclusive Environments for Trans Participants in Canadian Sport - Guidance for Sport Associations. Access at: http://cces.ca/sites/default/files/content/docs/pdf/cces-transinclusionpolicyguidance-e.pdf

# TRAVEL POLICY

## Purpose

1. The purpose of this Policy is to inform athletes, parents, and coaches travelling to events outside of the Northwest Territories of their responsibilities and the expectations of the NWTASSA.

## Application of this Policy

2. Specific individuals have responsibilities when teams travel outside of the territory. These individuals include:
   a) Parents traveling with the athlete
   b) Parents not traveling with the athlete
   c) Chaperones
   d) Coaches
   e) Team Managers
   f) Athletes

## Travel Consent Form

3. Minor athletes traveling with individuals other than their parent/guardian must keep with them a Travel Consent Form (signed by their parent/guardian). A Travel Consent Form is provided as **Appendix A**.

## Responsibilities

4. Parents traveling with a minor athlete are responsible for their child during the entirety of the event and have the following additional responsibilities:
   a) Pay all event fees prior to the start of travel
   b) Register for event accommodations in a timely manner. Accommodations outside of those arranged by the manager (such as staying with family, or at a different hotel) must be approved by the coach in advance of arrangements being made
   c) Punctual drop off and pick up of their children at times and places indicated by coaches
   d) Adhere to coach or manager requests for parent meetings, team meetings, or team functions and be punctual to such events
   e) Adhere to coach requests for athlete curfew times
   f) Adhere to coach requests for limiting outside activities (swimming, shopping, etc.)

g) Report any athlete illness or injury
h) Report any incident likely to bring discredit to the NWTASSA
i) Adhere to the Association's policies and procedures, particularly the *Code of Conduct*
j) If travelling outside of Canada, ensure that all passports are valid and not expired

5. Parents not traveling with the athlete have the following responsibilities:
   a) Assign to their child a chaperone from among the other parents in attendance. The chaperone may not be a team coach, assistant coach, or manager
   b) Provide the chaperone with a Travel Consent Form
   c) Provide the chaperone with emergency contact information
   d) Provide the chaperone with any necessary medical information
   e) Pay all event fees prior to the start of travel
   f) Provide the child with enough funds to pay for food and incidentals
   g) If travelling outside of Canada, ensure that all passports are valid and not expired
6. Chaperones have the following responsibilities:
   a) Obtain and carry any Travel Consent Forms, emergency contact information, and medical information
   b) Punctual drop off and pick up of their children at times and places indicated by coaches
   c) Adhere to coach or manager requests for parent meetings, team meetings, or team functions and be punctual to such events
   d) Adhere to coach requests for athlete curfew times
   e) Adhere to coach requests for limiting outside activities (swimming, shopping, etc.)
   f) Report any athlete illness or injury
   g) Report any incident likely to bring discredit to the NWTASSA
   h) Inspect hotel rooms rented for damage before check-in and after check-out. Report any damage to the coach
   i) Approve visitors to the athlete accommodations, at their discretion
   j) Adhere to the NWTASSA's policies and procedures, particularly the *Code of Conduct and Ethics*
7. Coaches have the following responsibilities:

a) Focus on technical preparation, athlete development, and competition decisions, including coach plans, team selection matters, and training decisions, for the athletes prior to and during competitions
b) Arrange all team meetings and training sessions
c) Determine curfew times
d) Work in close co-operation with the chaperones on all non-sport matters
e) Report to the NWTASSA any incident likely to bring discredit to the Association
f) Together with the team manager and chaperones, decide temporary disciplinary action to be taken at the scene of an incident, and report such incident and action to the parents of the athletes involved as well as to the Association for further disciplinary action, if applicable, under the *Discipline and Complaints Policy*
g) Adhere to the Association's policies and procedures, particularly the *Code of Conduct and Ethics*

8. Team/Event Managers have the following responsibilities:
   a) Serve as the key liaison between athletes, parents, coaches, team officials, mission staff, and Association, while coordinating schedules, equipment, documentation, fundraising, and athlete support requirements prior to and during competitions
   b) Support athlete supervision off ice and chaperone athletes as required
   c) Ensure an appropriate chaperone-to-athlete ratio that does not exceed five athletes per chaperone
   d) Organize accommodations and inform parents and chaperones how to register and pay for accommodations
   e) Room female and male athletes separately. Coaches, team managers, and chaperones must be roomed separately from athletes, unless the athlete is the child of the coach, team manager, or chaperone
9. Athletes have the following responsibilities:
   a) Arrive at each event ready to participate
   b) Make any visitor requests to chaperones before the visit is expected
   c) Represent the Association to the best of their abilities at all times
   d) Communicate any problems or concerns to the coaches and chaperone just as they would their own parents
   e) Check in with the chaperone when leaving their rooms
   f) Not leave the hotel alone or without permission of the coach/team manager/chaperone and check-in when returning

g) Adhere to the NWTASSA's policies and procedures, particularly the *Code of Conduct and Ethics*

## Appendix A - Travel Consent Form

To whom it may concern,

I / we, the parent(s)/guardian(s) of _____ officially give my / our consent for my / our minor child to travel with the following individuals who are also associated with the NWTASSA:

_____

_____

_____

My / our child was born on _____ at the location of _____. If required, my / our child's passport number is _____. Attached to this form is a list of any additional medical needs my / our child requires.

I / we understand that the event is a _____ which is located in _____. Barring extenuating circumstances the event should last for a duration of _____ days between the dates of _____ and _____.

If there are any questions about the consent provided, I / we can be reached at the following telephone number(s) _____ and the following email addresses _____.

Sincerely,
Signed, _____
Dated, _____

# CONFIDENTIALITY POLICY

## Definitions

1. Terms in this Policy are defined as follows:
    a) ***Confidential Information*** – Personal information of Individuals including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, information submitted as part of a screening process, and information submitted as part of a complaint, appeal, or dispute resolution process. Additionally, *Confidential Information* also includes information considered to be intellectual property of the Association such as data, proprietary information, membership lists, customer information, business information, and trade secrets.
    b) ***Individuals*** – Refers to all categories of individual members and/or registrants defined in the By-laws of the Association as well as individuals who are subject to the policies of the Association including, but not limited to, employees, contractors, athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers.
    c) ***Representatives*** – Refers to individuals employed by, or engaged in activities on behalf of, the Association. Representatives include, but are not limited to, staff, administrators, committee members, volunteers, and Directors and Officers.

## Purpose

2. The purpose of this Policy is to ensure the protection of Confidential Information.

## Scope and Application

3. This policy applies to all Representatives.
4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or in the public domain.
5. Participants voluntarily publishing or consenting to the publication of their personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that information for as long as it is available publicly.

**Responsibilities**

6. Representatives will not, either during the period of their involvement/employment with the Association or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
7. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of the Association.

**Complaints and Dispute Resolution**

8. Information that is submitted by a party as part of a dispute resolution process is considered Confidential Information and may not be disclosed to anyone not involved with the dispute resolution process until such time as the dispute resolution process is completed or stated otherwise in the Association's policies related to discipline.
9. A written decision rendered at the conclusion of a dispute resolution process, subject to the direction of the decision-maker, may not be disclosed to any individual or group other than those that are identified (such as National Sport Associations, Provincial/Territorial Associations, or professional associations) in the applicable policy or as stated by the decision-maker.
10. Notwithstanding the above, the Association may publish a summary letter that discloses the result of the dispute resolution process (**Appendix A – Decision Disclosure (Complaint)**) provided this letter limits the disclosure of Confidential Information and complies with the *Privacy Policy*.

**Intellectual Property**

11. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement with the Association will be owned solely by the Association, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. The Association may grant permission for others to use its intellectual property.
12. Confidential Information that is intellectual property of the Association will remain the property of the Association and, upon cessation of involvement/employment with the Association, for any reason, or upon request of the Association, Representatives will immediately return this information, as well as copies and reproductions, and any other media containing this information.

**Enforcement**

13. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, suspension or expulsion from membership, or sanctions following a complaint filed pursuant to the Discipline and Complaints Policy.

## Appendix A – Decision Disclosure Letter (Complaint)

[insert date]

**Re: [insert Organization] Complaint Decision**

In [month year], [insert Organization] received a complaint naming [Respondent's Name(s)]

[insert Organization] addressed the complaint in a procedurally fair manner per its [*insert title of discipline and complaints policy]*. A [insert title of Panel] appointed to hear the case found that the [Respondent's Name(s)] breached several sections of the *[insert title of code of conduct]* and [insert other policies, if applicable].

The [insert title of Panel] decided the following sanctions:

- *[insert all sanctions]*

The details of the complaint and the dispute resolution process are confidential pursuant to the *Confidentiality Policy* and *Privacy Policy*.

The Panel's decision is subject to appeal per the *[insert title of appeal policy]*.
[insert text re: if the Respondents have completed or complied with the sanction].
[insert name, position]
[insert Organization]

# MEMBERSHIP POLICY

## Purpose

1. The purpose of this Policy is to describe the application, rights, conditions, and obligations for membership within the NWTASSA.

## Scope and Application

2. This policy applies to all Club Members and Individual Members as defined in the By-laws. This Policy does not apply to Director Members.

## Membership Year and Dues

3. Membership within the Association begins on the date the NWTASSA accepts the member's registration and ends on a date determined by the NWTASSA common to all Members, subject to re-registration in accordance with this Policy and the By-laws. Membership dues are established annually at the discretion of the Board of Directors.

## Renewal of Membership

4. No Member will be accepted or renewed as a Member, unless:
    a) The potential Member has made an application for membership in a manner prescribed by the NWTASSA;
    b) The potential Member has agreed to comply with, and meets the requirements of, the By-laws, policies, procedures, rules, and regulations;
    c) The potential Member has paid membership dues owing from any previous membership period;
    d) If, at the time of applying for membership the potential Member is a Member in Good Standing as defined in this Policy, unless approved otherwise by the Board; and
    e) The potential Member meets the requirements listed in the By-laws and in this Policy.

## Minimum Requirements for Application and Renewal

5. Individual Members must comply with the following minimum requirements to maintain and renew membership with the Association:
    a) Submit the following applicable information:
        i. Designation (athlete, coach, official, or other designation)
        ii. Name

iii. Address
iv. Telephone number
v. Email address
vi. Date of Birth
vii. Gender identity

6. Club Members must comply with the following minimum requirements to maintain and renew membership with the NWTASSA:
   a) Appoint an individual to act as the Club Member's point of contact
   b) Submit to the NWTASSA the Club Member's contact information including address, telephone number, fax number, email, and web address
   c) Submit to the NWTASSA a copy of the Club Member's most recent constitution, By-laws, rules, regulations, policies, and procedures
   d) Submit to the NWTASSA a copy of the Club Member's audited financial statement for the last completed fiscal year
   e) Submit to the NWTASSA the identities and contact information of the Club Member's staff and directors
   f) Submit to the NWTASSA any other information requested by the NWTASSA
   g) Submit a dispute resolution mechanism for complaint and discipline management

**Good Standing**

7. A Member of the NWTASSA will be in good standing provided that the Member:
   a) Has not ceased to be a Member;
   b) Has not been suspended or expelled, or had other restrictions or sanctions imposed;
   c) Has completed and remitted all documents, fees and payments as required by the NWTASSA;
   d) Has complied with the By-laws, policies, procedures, rules, and regulations of the NWTASSA;
   e) Is not subject to a disciplinary investigation or action by the NWTASSA, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Board; and
   f) Has paid all required membership dues or debts to the NWTASSA, if any.
8. Members who cease to be in good standing may have privileges suspended and will not be entitled to vote at meetings of Members or be entitled to the benefits and privileges of membership until such time as the Board is satisfied that the Member has met the definition of good standing as set out above.

**Membership Rights and Privileges**

9. Members in good standing are entitled to:
    a) Receive communications and up to date financial reports from the Association
    b) Attend the NWTASSA's Annual and Special Meetings
    c) Nominate and vote for Directors in accordance with the By-laws
    d) Remove a Director by ordinary resolution, provided that the Director has been given proper notice and the opportunity to respond at a meeting duly called for that purpose
    e) Amend the By-laws in accordance with applicable legislation
    f) Submit a proposal for consideration at a meeting of the Members in accordance with applicable legislation
    g) Examination of the following documents during the NWTASSA's usual business hours and make copies free of charge:
        i. The report of the public accountant, if any
        ii. Prescribed comparative financial statements that conform to the requirements of applicable legislation
        iii. Any further information respecting the financial position of the NWTASSA
    h) A copy or summary of the documents described in subsection (h) twenty-one (21) days prior to the Annual Meeting
    i) Examination, on payment of any reasonable fee, the following documents of the NWTASSA:
        i. The Constitution and By-laws
        ii. Minutes of Meetings of Members and any committee of Members
        iii. The Resolutions of Members and any committee of Members
        iv. Any debt obligation issued by the NWTASSA
        v. A register of Directors
        vi. A register of Officers
        vii. A register of Members, requested in accordance with applicable legislation

**Withdrawal and Termination of Membership**

10. Membership in the NWTASSA will terminate immediately upon:
    a) The expiration of the Member's membership, unless renewed in accordance with this Policy

b) Resignation by giving written notice to the NWTASSA in which case the resignation becomes effective on the date specified in the notice. Resignation as a Member does not relieve the Member of its obligation to pay any outstanding dues or fees
c) Liquidation or Dissolution of the NWTASSA
d) The Member no longer meets the definition of Member as defined in the By-laws
e) The Member ceases to be in good standing by virtue of
    i) Failing to pay membership dues, fees or other monies owing to the NWTASSA by the prescribed deadline dates, or
    ii) Having had disciplinary sanctions imposed in accordance with the By-laws and/or policies relating to the discipline of Members
f) By Ordinary Resolution of the Board or of the Members at a duly called meeting, provided fifteen (15) days' notice is given and the Member is provided with reasons and the opportunity to be heard. Notice will set out the reasons for termination of membership and the member receiving the notice will be entitled to submit a written submission opposing the termination
g) The Member's death or dissolution

**Interpretation**

11. In the event that this Policy conflicts or contradicts the By-laws, the By-laws shall take precedence.

SPEED SKATING NWT

## REGISTRATION FORM

### PERSONAL INFORMATION

**Registrant's Full Name (print):** _____
**Registrant's Club/Team (not required for unattached athletes):** _____
**Registrant's Birthdate:** _____
**Registrant's Gender Identity:** _____
**Registrant's Address:**

_____ _____ _____ _____
**Street Address** **City** **Territory** **Postal Code**

**Registrant's Contact:**

_____ _____ _____
**Cell Phone** **Home Phone** **Email Address**

**Registrant's Medical Information:**

_____
**Allergies / Medical Conditions / Treatment / Medication**

---

***If the Registrant is 19 years old or younger:***

**Name(s) of Registrant's Parent(s)/Guardian(s) (print):**

_____

**Parent/Guardian's Contact:**

_____ _____ _____
**Cell Phone** **Home Phone** **Business Phone**

**Parent/Guardian's Email Address(es):**

_____

### SPORT INTEGRITY ACKNOWLEDGEMENT AND PARENT/LEGAL GUARDIAN CONSENT

The NWTASSA's Sport Integrity Policy Suite, Code of Conduct and Ethics, UCCMS, Privacy Policy and Publication Guidelines are available on request.

1. As the parent or legal guardian of the minor Participant, I acknowledge that I have read, understand and agree to abide by the *NWTASSA's Sport Integrity Policy Suite* as well as

all other applicable policies, procedure, rules and regulations of *NWTASSA*, including the Code of Conduct and the *Universal Code of Conduct to Prevent and Address Maltreatment in Sport* (UCCMS). I confirm that I have discussed these policies with the minor Participant and explained the requirements under such documents to them in a manner appropriate to their age and understanding.

2. As the parent or legal guardian of the minor Participant, I authorize *NWTASSA* and *Speed Skate Canada* (collectively the "Associations") to collect and use certain personal information of the minor Participant provided for the purposes reasonably associated with the activities of the Associations. These purposes, include, but are not limited to, national, territorial and event registration, insurance coverage, training and competition participation and competition result publication, determining age-appropriate training environment, eligibility, selection, baseline performance data, adjudication of disciplinary matters, publication of sanctions and direct communications from the Associations.

3. I acknowledge that if the minor Participant is sanctioned in any way that restrict their eligibility to participate in sport due to a violation of the NWTASSA's conduct standards and policies, certain identifying information will be held by the NWTASSA, including their full name, category of alleged violations, nature of the violation pursuant to the *NWTASSA's Sport Integrity Policy Suite*, the sanction imposed and description of the imposed sport participation restriction or sanction conditions as well as the date of issuance of the sanction and period in effect. NWTASSA may notify other sport bodies but not publish information related to the minor Participant's sanction or disciplinary decision.

4. I understand that I may withdraw consent to use the minor Participant's personal information pursuant to the applicable privacy policy except for such information pursuant to a disciplinary proceeding, sanction or disciplinary decision. Such a withdrawal may result in the cancellation of their registration with NWTASSA, its Members, and Clubs and their inability to participate in sanctioned activities with these organizations.

   As the parent or legal guardian of the minor Participant, I grant permission to the Associations to photograph and/or record the minor Participant's image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the sport and/or the Associations through the media of newsletters, websites, television, film, radio, print and/or display form. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes.

**ACCEPTANCE OF TERMS AND CONDITIONS**

**In consideration of the acceptance of the Registrant's membership in the Associations, I agree that the Registrant will:**

1. Abide by the policies, rules, and regulations of the Associations; and
2. Accept sole responsibility for the Registrant's personal possessions and athletic equipment.

I acknowledge that I have read this registration agreement in its entirety and that I have executed this registration agreement voluntarily.

**By typing/printing my name below and clicking/checking the "I Agree" icon, I agree that I am bound by all that is contained in this Registration Form.**
**I AGREE** ☐

_____ _____

**Name of Registrant's Parent/Guardian** **Date**
**(*if the Registrant is 19 years old or younger*)**

***If the Registrant is older than 19 years old:***

**SPORT INTEGRITY ACKNOWLEDGEMENT AND PRIVACY CONSENT**

The NWTASSA Sport Integrity Policy Suite, Code of Conduct and Ethics, UCCMS, Privacy Policy and Publication Guidelines are available on request.

1. I have read, understand and agree to abide by the *NWTASSA's Sport Integrity Policy Suite* as well as all other applicable policies, procedure, rules and regulations of NWTASSA, including the Code of Conduct and the *Universal Code of Conduct to Prevent and Address Maltreatment in Sport* (UCCMS).

2. I authorize *NWTASSA* and *Speed Skate Canada* (collectively the "Associations") to collect and use certain personal information provided for the purposes reasonably associated with the activities of the Associations. These purposes, include, but are not limited to, national, territorial and event registration, insurance coverage, training and competition participation and competition result publication, determining age-appropriate training environment, eligibility, selection, baseline performance data, adjudication of disciplinary matters, publication of sanctions and direct communications from the Associations.

3. I acknowledge that if I am sanctioned in any way that restrict my eligibility to participate in sport due to a violation of NWTASSA's conduct standards and policies, certain identifying information may be publicly released, including my full name, category of alleged

violations, nature of the violation pursuant to the *NWTASSA's Sport Integrity Policy Suite*, the sanction imposed and description of the imposed sport participation restriction or sanction conditions as well as the date of issuance of the sanction and period in effect.

4. I understand that I may withdraw consent to use my personal information pursuant to the applicable privacy policy, except for such information published pursuant to a disciplinary proceeding, sanction or disciplinary decision. Such a withdrawal may result in the cancellation of my registration with NWTASSA, its Members, and Clubs and inability to participate in sanctioned activities with these organizations.

5. I grant permission to the Associations to photograph and/or record my image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the sport and/or the Associations through the media of newsletters, websites, television, film, radio, print and/or display form. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes.

## ACCEPTANCE OF TERMS AND CONDITIONS

**In consideration of the acceptance of the Registrant's membership in the Associations, I agree that the Registrant will:**

1. Abide by the policies, rules, and regulations of the Associations; and
2. Accept sole responsibility for the Registrant's personal possessions and athletic equipment.

I acknowledge that I have read this registration agreement in its entirety and that I have executed this registration agreement voluntarily.

**By typing/printing my name below and clicking/checking the "I Agree" icon, I agree that I am bound by all that is contained in this Registration Form.**

**I AGREE** ☐

_____ _____

**Name of Registrant** **Date**

# SANCTIONING POLICY

## DEFINITIONS

1. The following terms have these meanings in this Policy:
   a) *"Association"* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)"
   b) "*Events*" – Includes practices, tournaments, games, playoffs, meetings, and programs
   c) *"Host"* – The individual, club, team, or group that wants to run or host a sanctioned event

## Purpose

2. The Association is committed to providing an environment that promotes standard and fair competition; and as such, Hosts wishing to run Events must first seek approval and sanction from the Association. Irresponsible behaviour, unfair competition, or an unsafe environment can result in severe damage to the sport, to participants, to the Association, and to Hosts. This Policy provides sanctioning regulations that will help ensure that Events are safe, fair, and protect the health and welfare of the participants.
3. Certain Events run by Hosts are pre-sanctioned by the Association and do not require additional approval.

## Application of this Policy

4. This Policy applies to all Events that are organized and run by Hosts.

## Insurance

5. Only the Events sanctioned by the Association are covered by the Association's insurance.

## Pre-Sanctioned Events

6. The following Events are pre-sanctioned:
   a) Practices and training sessions
   b) Regular season games
   c) Playoff games
   d) Meetings; particularly meetings of the Board, general meetings, committee meetings, and parent orientations

**Events Requiring Sanction**

7. Events that are not pre-sanctioned require sanction in accordance with this Policy. Hosts require sanction to run the following:
    a) Exhibition games
    b) Tournaments
    c) Territorial championships
    d) Coach or official certification clinics
    e) Certain fundraising activities

**Requesting a Sanction**

8. Requests for sanctions must be submitted by Hosts, to the appropriate Association staff member or Director, in writing or by email at least seven (7) days prior to the Event.
9. Requests for sanctions with less than seven (7) days notice shall be accompanied by a written statement giving reasons for requesting an exemption to the time limitation. The decision to accept, or not accept, the late sanction request will be at the sole discretion of the Association and may not be appealed.
10. If the Event is cancelled, fees may be refunded up to seven (7) days prior to the Event.
11. The request for sanction will be approved or denied by the Association.

**Sanction Request Evaluation**

12. For each sanction request, the Association will consider the following;
    a) The Host's status with the Association
    b) The Host's capability of meeting the Association's sanctioning requirements, or other factors relating to the operations of the Event
    c) Success of previous sanctioned Events (if applicable)
    d) Issues with previous sanctioned Events (if applicable)
    e) Any issue or matter which the Association deems may affect the Association's ability to obtain insurance coverage
    f) Any issue or matter which the Association deems may damage the reputation of the Association or that may introduce unreasonable safety concerns

**Sanction Request Refusals**

13. If the sanction is refused, the Association will provide reasons for the refusal.
14. Sanction request refusals may be appealed under the terms of the *Appeals Policy*.

**Sanctioned Request Approvals**

15. If the sanction is approved, the Association will have the **Association Responsibilities** as described at the end of this document.
16. Sanctioned events must comply with the Sanctioned Event Compliance Regulations, as described in this Policy.
17. Sanctions are not transferable and new sanctions must be obtained each year for annual Events.

**Sanctioned Event Compliance Regulations**

18. The Event must be conducted in accordance all applicable policies and technical standards as established by the Association.
19. The Host must fulfill the **Host Responsibilities** as described at the end of this document.
20. If alcoholic beverages are to be sold at the Event, it is the responsibility of the Host to ensure that all permits and liquor legislation (as applicable) are adhered to. A copy of the liquor permit must be submitted to the Association prior to the event.
21. If fundraising is to occur through the sale of 50-50 tickets, raffle tickets or other gaming activity, it is the responsibility of the Host to ensure that all applicable territorial and municipal gaming permits, rules, and regulations are adhered to.

**Sanction Revocation**

22. A sanction may be revoked at the discretion of the Association under the following circumstances:
    a) Any time in advance of the Event if the Host fails to fulfill its obligations under this Policy
    b) During the Event if a representative from the Association determines that technical standards are not being met or if the safety of participants or patrons is at risk. In this case, the Event will terminate immediately

**Enforcement**

23. Failure to adhere to this Policy may permit discipline in accordance with the *Discipline and Complaints Policy*.

***Host and Association Responsibilities***

**Host Responsibilities**

For each sanctioned event, the Host must:

a) [ insert responsibilities]

b)

**Association Responsibilities**

After approving a sanction request, the Association will:

a) [ insert responsibilities]

b)

# FINANCIAL POLICY

## Definitions

1. The following terms have these meanings in this Policy:
   a) "*Association"* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)"
   b) "*Representative"* – Individuals employed by, or engaged in activities on behalf of, the Association including: coaches, convenors, officials, staff members, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the Association

## Purpose

2. The Association will function as a Not-For-Profit organization and all fundraising, fees, sponsorship, and grants will be used for the on-going development of the sport and the betterment of the Association.
3. The purpose of this Policy is to guide the financial management practices of the Association.

## Budget and Reports

4. The Association's Board will develop and approve an annual budget which will contain the Association's total anticipated expenditures and revenues.
5. The Treasurer (or designate) will, at the Annual Meeting, present Financial Statements as required by applicable legislation and any other report as determined by the Board.
6. The financial statements of the Association will be reviewed in accordance with applicable legislation by an auditor.

## Fiscal Year

7. The Association's fiscal year will be as described in the By-laws.

## Banking – Revenue

8. Registration fees shall be reviewed annually by the Treasurer (or designate) who will make recommendations to the Board; which shall approve fees for each year well in advance of the start of the registration year.
9. All money received by the Association will be placed into a general fund and will be used for all necessary and permitted purposes for the operation of the Association, as determined by the Association's Board.

10. All money received by the Association will be deposited, in the name of the Association, with a reputable financial institution.

**Signing Officers**

11. All contracts, documents, or any other instruments in writing requiring the signature of the Association shall be signed by at least two of the following:
    a) Sports Director
    b) President
    c) Treasurer
    d) A Director appointed by the Board as a signing authority
12. Any contracts, documents or any other instruments in writing which have been approved in the Association's budget that are under $10,000 are not subject to this section and may be executed by the Treasurer or any individual delegated such signing authority by the Board.
13. All cheques payable to any signing authority will not be signed by that signing authority.

**Expenses**

14. All expenses will be supported with receipts and must be detailed to budget items, projects, or functions by the Association's Treasurer (or designate).
15. Travel and accommodation expenses are described in the *Governance Policy*.

**Accounts**

16. Accounts receivable terms are net ninety (90) days from the date of invoice.
17. Accounts payable will be paid within the terms of the supplier invoice. Where no terms are specified, accounts will be paid within thirty (30) days.

**Credit Card**

18. With the approval of the Board, the Association may acquire credit cards for the use of staff members who are required to make purchases on a regular basis for travel, accommodation, and other expenses related to their duties on behalf of the Association. The Board will determine who receives credit cards and what the credit card limits will be.
19. Credit card holders will be responsible for all charges made on credit cards issued in their name.
20. Credit cards must only be used for authorized payments that include:

a) Payment of actual and reasonable expenses incurred on authorized business, including travel and accommodation, where it is not feasible for these costs to have been paid in advance of the expense being incurred or for the costs to be invoiced to the Association
b) Purchase of goods or budgeted items

21. For the purposes of this Policy, expenses included in an annual budget as approved by the Board are considered to be authorized. Expenses that fall outside the approved budget must be approved before being charged to a credit card.
22. Credit cards are not to be used for any personal expenses.
23. All expenses charged to a credit card should be supported by a credit card receipt issued by the merchant or a detailed supplier invoice to confirm that the expenses are properly incurred on business of the Association.
24. Under no circumstances are cash advances to be drawn on credit cards.
25. In addition, the following individuals have credit card responsibilities:
    a) Cardholders must:
        i. not allow another person to use the card
        ii. protect the pin number of the card
        iii. only purchase within the credit limit of the card
        iv. notify the credit card company if the card is lost or stolen
        v. keep the card with them at all times, or in a secure location
        vi. forward to the Association's Treasurer (or designate), on a monthly basis, all receipts for expenses charged to the card in the previous month
        vii. surrender the credit card upon the cardholder ceasing to perform the role for which the card was issued
    b) The Association's Treasurer (or designate) must:
        i. ensure that each credit card issued to an individual is paid in full on a monthly basis
        ii. review and reconcile each credit card statement on a monthly basis
        iii. bring to the attention of the Board any credit card expense which does not appear to be authorized under this policy
        iv. recover from the cardholder any funds owing for unauthorized expenses

**NSF Charges**

26. The Association will charge a twenty-five dollar ($25.00) charge on all NSF Cheques.

**Replacement Cheques**

27. Lost or missing cheques will not be re-issued until after the next applicable month end reconciliation has taken place.
28. Cheques that need to be replaced due to loss will be assessed a five dollar ($5.00) administration fee.
29. Lost or missing cheques that have not been claimed by the Association's year end will not be reissued.

# HUMAN RESOURCES POLICY

## Definitions

1. The following terms have these meanings in this Policy:
   a) *"Association"* – the Northwest Territories Amateur Speed Skating Association (NWTASSA)
   b) "*Employees*" – Individuals employed by the Association on a full-time, part-time, or term basis. Employees do not include contractors, Directors and Officers of the Association, interns, officials, volunteers, or volunteer coaches
   c) *"Full-Time Employees"* – Employees who work a minimum twenty-eight (28) hour work week, receive an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*
   d) *"Lead Supervisor"* – the individual responsible for the supervision of all staff members and Employees of the Association, who is either the President or Sports Director or that individual's designate
   e) *"Part-Time Employees"* – Employees who work less than a twenty-eight (28) hour work week, who received an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*
   f) *"Term Employees"* – Employees who are hired for a specific term, to complete specific tasks, who are employed temporarily (i.e., paid by the hour, day, or week), receive four-to-six percent (4%-6%) vacation pay and leave benefits, and who do not receive health or pension benefits as defined in their *Employment Agreement*

## Purpose

2. The Association employs staff, as necessary, to manage the daily tasks required of the Association. The Association's Employees must sign and adhere to individual *Employment Agreements*. Except where otherwise noted, or where amended by the provisions of the *Employment Agreement*, this Policy and the *Employment Standards Act* will govern the terms and conditions of employment with the Association.

## Legal Requirements

3. The Association is subject to the statutory requirements of the Northwest Territories *Employment Standards Act* (hereinafter the "Act") and therefore will comply with its requirements in dealings with Employees.

**Application of this Policy**

4. This Policy applies to the Association's Full-Time Employees, Part-Time Employees, and Term Employees.
5. The Association may hire summer students, temporary, or casual employees. The terms and conditions of employment for such employees will be governed solely by their *Employment Agreement* and the Act.
6. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of the Association. In all instances where these individuals are contracted by the Association, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

**Employer-Employee Relationship**

7. The Association recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, the Association provides its Employees with:
    a) Meaningful work which provides opportunities for professional development and personal achievement
    b) A safe, healthy, and rewarding work environment
    c) An organizational culture that reinforces shared values and high professional standards, and encourages participation and teamwork
    d) An evaluation system based on organizational values, defined job duties and responsibilities, mutually agreed upon goals and objectives, and reasonable expectations
    e) An evaluation system that provides positive and constructive feedback on performance
8. The Association expects its Employees to:
    a) Apply and adhere to the Association's policies and organizational values
    b) Use their best efforts to advance the interests of the Association
    c) Perform their duties to the best of their abilities
    d) Seek a high level of performance results
    e) Act professionally in the discharge of their employment responsibilities
    f) Provide open and direct communication
    g) Ensure the integrity of their personal conduct

h) Provide the Association with any changes to the Employee's name, address, phone number, and other personal information that the Association is required to maintain

**Employment Agreement**

9. Employees will enter into an employment agreement with the Association.
10. If the Employee continues to be employed by the Association after the expiration of his or her *Employment Agreement*, the Employee's immediate last *Employment Agreement* will remain in effect until an acceptable *Employment Agreement* has been signed by both the Employee and the Association.
11. Where there is any inconsistency between the terms of the Employee's *Employment Agreement* and the terms of this Policy, the terms of the *Employment Agreement* will prevail.

**Probationary Period**

12. New Employees will be subject to a three (3) month probationary period and may be terminated without notice or pay in lieu of notice, unless otherwise stated in the Employee's *Employment Agreement*.
13. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
14. The purpose of this probationary period is to provide an opportunity for both the Employee and the Association to evaluate their working relationship.
15. An employee who transfers within the Association to a new position will have a probationary period of three months in the new position. During this probationary period, the Association may, at its sole discretion and for any reason, require the employee to return to his or her previous position without notice and without compensation.
16. At the end of the probationary period, a formal work performance evaluation will be conducted. An Employee whose service is determined to be satisfactory during the probationary period may continue in employment, subject to the availability of funds, the continued existence of the position, and continued satisfactory work performance.

**Lead Supervisor**

17. If the Lead Supervisor is an Employee (such as a Sports Director or Executive Director), the Lead Supervisor's attendance, work hours, supervision, job

performance, vacation, leave, salary and benefits, professional development, and discipline will be overseen by the Board of Directors, or a designate. The Lead Supervisor reports to the Board.

**Attendance, Work Hours, and Supervision**

18. The Lead Supervisor will supervise the performance of all Employees on behalf of the Association's Board of Directors.
19. Employees will work out of the Association's head office unless another arrangement has been agreed to by the Lead Supervisor in writing. An Employee will not be paid a travel allowance or a moving allowance if the Employee is required to travel far distances to the Association's head office or if the Employee changes residence.
20. Employees will work normal office hours, as determined by the Lead Supervisor. Part-time or temporary Employees may work modified office hours, as determined by the Lead Supervisor. Due to the nature of the Association as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.
21. Overtime hours may be worked by an Employee with the approval of the Lead Supervisor. Overtime hours will be compensated by granting the Employee time off in lieu at a rate of time-and-a-half for each hour of overtime worked. Hours worked by the Employee, excluding Management, in excess of eight (8) hours per day or forty (40) hours in a single week will constitute overtime work.
22. If an Employee cannot be at work at the normal time, he or she will notify his or her supervisor the earliest opportunity with the reasons for, and expected duration of, the absence.
23. Employees will attend all staff meetings, Board meetings, and other meetings when requested to do so by the Lead Supervisor, unless the Employee's absence has been approved by the Lead Supervisor.

**Job Responsibilities, Performance, and Review**

24. The primary duties and responsibilities of each Employee will be outlined in a written job description in the *Employment Agreement*. These duties may be revised from time to time at the discretion of the Board of Directors or Lead Supervisor, to reflect changing priorities, workload, and personnel requirements.
25. The performance of each Employee will be reviewed annually by the Lead Supervisor. The purpose of this review will be to assess the Employee's

commitment to the Association's organizational values and policies, to provide the Employee with feedback on his or her performance, and to identify the Employee's strengths and weaknesses.

26. If an Employee's performance is below a satisfactory level, the Lead Supervisor will discuss with the Employee the specific problem, the level of performance that is required, the suggested action items to improve performance, and the time frame for achieving the desired level of performance. All discussions regarding performance will be documented and placed in the Employee's personnel file. If performance is unsatisfactory and does not improve according to the action plan time frames that have been discussed, the Employee's employment may be terminated for cause.
27. For all Employees, a base salary review will be done by the Lead Supervisor. Annual cost of living increases will not occur. The inflation rate will be reviewed from time to time and the salary range for each position may be adjusted.

**Social Media**

28. The Association encourages the use of social media by its Employees to enhance effective internal communication, build the Association's brand, and interact with stakeholders.
29. Employees will not:
    a) Use social media for the purpose of fraud or any other activity that contravenes the laws of Canada, the *Code of Conduct and Ethics*, or any other applicable jurisdiction
    b) Impersonate any other person or misrepresent their identity, role, or position with the Association
    c) Display preference or favouritism with regard to external stakeholders
    d) Upload, post, email, or otherwise knowingly transmit:
        i. Any content that is offensive, obscene, unlawful, threatening, abusive, harassing, defamatory, hateful, invasive or another person's privacy, or otherwise objectionable
        ii. Any material which is designed to cause annoyance, inconvenience, or needless anxiety to others
        iii. Any material that infringes on the patent, trademark, trade secrets, copyright, or other proprietary right of any other party
        iv. Any material that is considered the Association's confidential information or intellectual property

30. Employees shall refrain from discussing matters related to the Association or its operations on their personal social media. Instead, matters related to the Association or its operations should be handled through more official communication channels (like email) or through the Association's branded social media (like the Association's Facebook page(s), Twitter feed, photo sharing accounts, YouTube channels, blogs, or other social media engagement).

**Vacation and Holidays**

31. Vacation entitlements will accrue in accordance with the Act, unless stated otherwise in the Employee's *Employment Agreement*.
32. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
33. All vacations will be approved in advance by the Lead Supervisor. The Lead Supervisor retains the right to determine the scheduling of vacations and to determine whether more than one week of vacation may be taken at once. Vacation requests for one week or more will be submitted to the Lead Supervisor, in writing, no later than two months prior to the requested vacation date.
34. Vacation time will not carry over from year to year, except as minimally required by the Act.
35. Employees are entitled to the paid public holidays in accordance with the Act.

**Leave**

36. The following sections endeavour to incorporate current Territorial and Federal legislation. If any of the following sections do not comply with minimum legislative requirements, the minimum legislation shall be substituted instead.
37. Paid sick leave is available to Full-Time and Part-Time Employees after their probationary period has been successfully completed. A daily absence due to illness should be reported to the supervisor by 8:45am. All Full-Time and Part-Time Employees are entitled to four (4) days paid sick leave (this allotment exceeds the minimum entitlements in the Act). Full-Time and Part-Time Employees are not eligible to accumulate sick leave and must be legitimately ill before leave will be granted. Sick leave days will NOT be accumulated, carried over, or paid out upon termination.
38. At the discretion of the Association, a doctor's letter may be required to substantiate the need for sick leave.

39. Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments where possible which least effects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.
40. Maternity, compassionate care, family caregiver, family violence, and parental leave will be in accordance with the Act.
41. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.
42. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to the Association may result in termination of the Employee.

**Salary and Benefits (IF APPLICABLE)**

43. The following sections endeavour to incorporate current benefits as offered by the Association's Insurance Plan (if any). If any of the following sections do not comply with the benefits as offered by the Association's Insurance Plan, the benefits offered by the Association's Insurance Plan shall be substituted instead.

*Salary*

44. The salary of each Employee will consist of a base salary and may include performance incentives.
45. Salary will be paid twice a month, on the 15th and last day of each month, unless payday falls on weekends or statutory holidays, in which case the payday will be moved to the last working day before the holiday.
46. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension and Employment Insurance.
47. Payment will be made either by cheque or by direct payment to the employee's bank account. Payment covers the pay period up to and including payday. If an employee takes his or her vacation during a payday, he or she may request an advance of the bi-monthly pay to be received on the payday preceding the vacation. To receive an advance in this manner, the supervisor must inform the payroll department six (6) working days before the payday when the advance is to be made.
48. Employee starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the Chief Executive Officer (or the Board of Directors in the case of the Chief Executive Officer). In carrying out this review, the Chief Executive Officer and Board of Directors will have regard to salaries paid by

comparable organizations and will abide by the principles of pay equity and fairness in allocating the approved annual budget for salaries.

49. If an Employee's spouse is covered under another Benefits Plan, the Employee must choose which individual will be the primary wage earner for purposes of the NWT Health Care Plan. Under no circumstances will the Association pay salary in lieu of premiums where coverage is obtained through a spouse's plan.
50. Under current Income Tax Regulations, the payment of Territorial Health Care Premiums by the Association constitutes a taxable benefit to the Employee. This benefit will be added to regular earning on the Employee's T-4 at year end.
51. Term Employees are not entitled to health benefits.
52. Health benefits coverage will cease upon the Employee's termination. An Employee may convert such health benefits coverage upon termination by purchasing coverage from the policy holder on an individual basis.

*Pregnancy/Parental Leave*

53. Employees on pregnancy/parental leave may choose whether or not they want to maintain their benefits but, if they choose to do so, they must maintain all benefits for the full leave period. If an Employee chooses not to maintain coverage during their pregnancy/parental leave, the Association must receive such a request in writing.

**Expense Compensation**

54. Employees will be compensated for any costs and expenses incurred while traveling on business for the Association, or while performing duties in accordance with their job description, pursuant to terms outlined by their *Employment Agreement* and the Association's *Financial Policy*.

**Cellphones**

55. While operating a motor vehicle and unless using a legally authorized earpiece, Employees will:
    a) Not use a cellphone or other hand-held device
    b) Before using a cellphone or other hand-held device, leave the road and safely park their motor vehicle
    c) Have incoming phone calls answered by voice mail
56. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.

57. The Association will not be held responsible for any violations or accidents caused by the contravention of the **Cellphones** section of this Policy.

**Other Employment**

58. Employees may accept outside employment provided the employment does not diminish the Employee's ability to perform work for the Association, the employment does not represent a conflict with the Association, and the Lead Supervisor is notified in advance of the Employee's intention to accept outside employment and gives written approval.

**Personal Belongings**

59. The Association assumes neither responsibility nor liability for any personal or office articles lost or stolen, regardless of circumstances. At the Association's office, purses, wallets, and other valuable personal belongings should be placed in a locked drawer or cabinet at all times.

**Conduct and Discipline**

60. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other policies of the Association relating to conduct including, but not limited to, the Association's *Confidentiality Policy*, *Conflict of Interest Policy*, *Privacy Policy,* and *Code of Conduct*.
61. The Association's Employees may be subject to disciplinary action should their conduct so warrant.
62. Disciplinary action will be progressive and may include, but is not limited to:
    a) Verbal reprimand – a verbal reprimand may be given by the supervisor in private for minor offences. Such a reprimand will not become a part of the Employee's file, and the matter will be closed when the constructive two-way discussion has been finalized.
    b) Letter of reprimand – when a more serious infraction occurs, or repetitive behaviour, the supervisor will write a letter to the Employee stating the infraction and warning him or her against further misbehaviour. A copy of this letter will be kept in the Employee's personnel file.
    c) Suspension – an Employee may be suspended for a period of three (3) to ten (10) working days, depending on the seriousness of the offence. Normally, the Employee will be permitted to carry on his or her normal duties while the case is being investigated. But in some cases it may be necessary to bar the person from the premises until the case has been investigated. In such an instance, the Employee will be notified in writing.

d) Dismissal – dismissal will be used only when all other corrective actions have failed or are not applicable.

*Unsatisfactory Work Performance or Work-Related Behaviour*

63. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities, failure to follow the Association's rules or policies. The Board will inform Employees of acts or omissions which are symptomatic of unsatisfactory work performance or work-related behaviour and of the applicable discipline if either is not corrected.
64. In a case of gross misconduct, immediate disciplinary action up to and including termination may be applied. During the investigation of alleged gross misconduct, an Employee may be placed on leave.
65. Gross misconduct includes the following:
    a) Theft or dishonesty
    b) Gross insubordination
    c) Wilful destruction of property
    d) Falsification of records
    e) Acts of moral turpitude
    f) Reporting for duty under the influence of intoxicants
    g) Illegal use, manufacturing, possessing, distributing, purchasing, and dispensing of controlled substances or alcohol
    h) Disorderly conduct
    i) Acts of Maltreatment
    j) Provoking a fight
    k) Other similar acts involving intolerable behaviour by an employee
66. When disciplining an Employee, the Association will consider the nature of the unsatisfactory work performance or work-related behaviour, the past record of the Employee and appropriate penalties. Therefore, as a general rule, disciplinary action for unsatisfactory work performance or work-related behaviour will begin with an oral or written warning and may be followed by additional written warnings. Written warnings will be presented to the Employee and will describe the unsatisfactory work performance or work-related behaviour and the necessary corrective action to be taken. If an Employee fails to attain a satisfactory level of work performance or work-related behaviour despite such warning, disciplinary action up to and including termination of employment may be implemented. Copies of all written warnings and other disciplinary actions will be placed in the Employee's personnel file.

67. However, anything to the contrary in the *Discipline and Complaints Policy* or in the OSIC's policies and procedures, all incidents of misconduct or other inappropriate behaviour involving Employees, may also be addressed pursuant to the processes set out in any applicable workplace policy. For greater certainty, where an allegation of misconduct is alleged to be a breach of a workplace policy and of the UCCMS, the matter may be referred for handling under the policies and procedures of the OSIC, provided the Employee is a UCCMS Participant, in addition to any applicable workplace policy.

**Termination**

68. No notice, or pay in lieu of notice, is required by either the Association or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.
69. Employees will provide notice of their intention to leave the employment of the Association in accordance with the Act.
70. The Association may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice.
71. The Association will provide Employees notice, or pay in lieu of notice, of its intention to terminate the Employee's employment with the Association without cause in accordance with the Act and will provide all other benefits as required by the Act, unless otherwise agreed in the Employee's *Employment Agreement*.
72. The Board will have authority for termination of all Employees.

**Grievance Procedure**

73. An Employee who is dissatisfied with any procedures or treatment, or who notices instances of the wrongdoing in the workplace, should consider taking the matter up with his or her supervisor. If the matter is not resolved at this level, or if the Employee does not want to consult with his or her supervisor, the Employee may use the *Whistleblower Policy* and/or may contact the Board of Directors.
74. Employees may not advocate personal issues with any Director without the consent of the Lead Supervisor; unless the personal issues are directly connected to the conduct or behaviour of the Lead Supervisor.

# RECORDS RETENTION POLICY

## Purpose

1. The purpose of this Policy is to describe which records and documents must be maintained by the NWTASSA and for what length of time.

## Scope and Application

2. Associations are required, by law, to keep certain documents and records. Other records should be kept by a prudent organization even if there is no legal requirement. Records must be kept for a different length of time depending on the legislation.

## Storage

3. Records should be stored at the NWTASSA's registered office.

## Documents and Records (Incorporation)

4. The following documents and records should be kept as a requirement of the Northwest Territories Societies Act (the incorporation legislation with which NWTASSA must comply):
    a) Constitution, By-laws, and any amendments
    b) Minutes of meetings of the Members + all resolutions
    c) Minutes of meetings of the Directors + all resolutions
    d) Register of Directors
    e) Register of Members
    f) Financial statements
    g) Accounting records adequate to enable the Directors to ascertain the financial position of the organization with reasonable accuracy on a quarterly basis
5. The Societies Act is not specific about the length of time records must be kept. However, NWTASSA should retain all important records indefinitely.
6. Records kept under the Societies Act can be accessed at all times by Directors during the regular operating hours of the organization. The NWTASSA must also provide records to Directors free of charge. Members are entitled to free copies of the By-laws and may request access to other records if permitted by the By-laws.
7. Records that include personal information of Members (such as the details kept in the register of Members) are subject to the Personal Information and Protection and Electronic Documents Act (PIPEDA). Per the *Privacy Policy*, a Member may

request that NWTASSA disclose to the Member any personal information that has been retained about that Member.

**Registers**

8. The register of Directors and the register of Officers must contain the following information:
   a) Name
   b) Residential Address
   c) Email address (if the Director or Officer has consented to receiving information or documents electronically)
   d) The date the individual became a Director or Officer and, if applicable, the date the individual ceased being a Director or Officer
9. The register of Members must contain the following information:
   a) Name
   b) Residential Address
   c) Email address (if the Member has consented to receiving information or documents electronically)
   d) The date the individual or organization became a Member and, if applicable, the date the individual or organization ceased being a Member
   e) The class or group of membership, if applicable

**Documents and Records (Canada Revenue Agency)**

10. The following documents and records must be kept as a requirement of the Canada Revenue Agency:

| RECORD | REQUIRED BY |
|---|---|
| Cheques – cancelled | Canada Revenue Agency |
| Cheque stubs | Canada Revenue Agency |
| Bank statements | Canada Revenue Agency |
| Invoices (internal) | Canada Revenue Agency |
| Bills (accounts payable) | Canada Revenue Agency |
| Bank reconciliations | Canada Revenue Agency |
| Deposits | Canada Revenue Agency |
| Deposit books | Canada Revenue Agency |

| RECORD | REQUIRED BY |
|---|---|
| Annual financial statements | Canada Revenue Agency |
| Monthly financial statements | Canada Revenue Agency |
| Local financial statements | Canada Revenue Agency |
| RRSP information | Canada Revenue Agency |
| Payroll records and invoices | Canada Revenue Agency |
| Investment statements | Canada Revenue Agency |
| Tax receipt copies | Canada Revenue Agency |
| General ledger | Canada Revenue Agency (indefinite) |
| Records of endowment donations | Canada Revenue Agency (indefinite) |
| Documents around long-term acquisitions | Canada Revenue Agency (indefinite) |
| Liability insurance policies | Canada Revenue Agency (indefinite) |

11. Unless noted, the records described above should be kept for a minimum of six full years from the end of the fiscal year for which they relate.

**Employment Records**

12. The NWTASSA has its registered office in the Northwest Territories. Individuals employed in Northwest Territories are subject to the *Employment Standards Act*. Employers in Northwest Territories are required to keep the following records about employees for at least three years:
    a) the hours worked or on duty each day;
    b) the gross wages and wage payments made;
    c) the name, age, and residential address
    d) the date of commencement of the present term of employment and its anniversary
    e) the rate of wages and the date and particulars of each change in the rate of wages
    f) each annual vacation granted, showing

i. the dates of commencement and completion
ii. the period of employment covered by the annual vacation
iii. the amount of vacation pay given

g) the amount of money paid in lieu of vacation with pay if the employee's employment was terminated
h) the amount of money paid for statutory holidays
i) the amount of each deduction from the wages of the employee and the purpose for which the deduction was made
j) a copy of any notice of termination of employment
k) the amount of any money paid in lieu of notice of termination of employment

**Documents and Records (Other)**

13. Per the NWTASSA's policies, the following documents and records should also be kept:

| RECORD | REQUIRED BY | LENGTH |
|---|---|---|
| Conflict of Interest Declaration Forms | Conflict of Interest Policy | Duration of employment/service |
| Complaint and appeal decisions | Discipline and Complaints Policy, Appeal Policy | Indefinitely |
| Screening Disclosure Forms | Screening Policy | Three years |
| Screening Application Forms | Screening Policy | One year |
| Screening Renewal Forms | Screening Policy | One year |
| Police Records Checks | Screening Policy | Three years |
| Vulnerable Sector Checks | Screening Policy | Indefinitely |
| Volunteer Agreements | | Duration of service |
| Registration forms | | One year |
| Waivers | | One year |
| Assumption of Risk forms | | One year |
| Travel Consent forms | | One year |
| COVID-19 Declarations | | One month |