



# Indus Ringette Association

## Regulations and Operating Policy

August 26, 2016

Version 3

[www.indusringette.ca](http://www.indusringette.ca)



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## **1. Goal of Document**

### **1.1 Document Scope**

This policy document encompasses all programs offered by Indus Ringette Association (in this document referred to as Indus Ringette) and the procedures required to effectively run them. It is designed as a resource for all members of Indus Ringette and is available for viewing at [www.indusringette.ca](http://www.indusringette.ca).

This document does not replace or take precedent over Indus Ringette's Bylaws. Should there be any conflict between this document and said Bylaws, Indus Ringette's Bylaws shall always govern and are deemed most accurate.

This document is intended as a guideline for the operation of Indus Ringette and to inform members as to what they can reasonably expect in the various programs. Notwithstanding the described policies, circumstances may arise that necessitate modifications to the programs and it is understood that it is fully within the Board's jurisdiction to make such modifications.

### **1.2 Document Content**

All content in this document is reviewed, edited, and implemented by Indus Ringette's Board of Directors on an annual basis. Should any member wish to provide input or feedback to the content of this document they may do so either in writing to the BOD or by email to [info@indusringette.ca](mailto:info@indusringette.ca). All member requests for changes to this document shall be discussed at a BOD meeting.

There is no one owner of all content provided herein however for greater clarity Indus Ringette's Secretary shall always hold the latest copy of this document.

### **1.3 Associated Documents**

There are other Indus Ringette documents that are referenced in and/or work in conjunction with this document. These other documents include but are not limited to:

- Indus Ringette Bylaws

### **1.4 Document Layout**

The layout of this document shall follow the timeline of the activities involved in preparing for and participating in a Ringette season. This layout is meant to allow members to find specific sections easily and to allow the Board of Directors to determine whether additions, deletions, or modifications are required.



## **2 Governing Bodies**

### **2.1 Defined Governing Bodies**

Indus Ringette provides its programs in support of and in consultation with specific governing bodies to ensure compliance with local, regional and national rules. The list provided immediately below name these governing bodies in random order.

- Ringette Canada
- Ringette Alberta
- Zone 2 Ringette
- Calgary Ringette

### **2.2 Role of Governing Bodies**

Governing bodies provide the framework required to operate the programs offered by Indus Ringette. This framework is inclusive of but not limited to game/team definition, rules, officiating, discipline, administration/registration, insurance etc. It should be noted that while Indus Ringette may provide input to the governing bodies the decisions made by the governing bodies do not require Indus Ringette agreement or approval.

In the case where there is disagreement or contradiction between this document [or any Indus Ringette associated document] and the rules, policy, procedure, or decision of the governing bodies; the rules, policy, procedure or decision of the governing bodies shall always preside over and be deemed most accurate.

### **2.3 Suspensions Applied by Governing Bodies**

#### **2.3.1 Policy**

Indus Ringette shall ensure all suspensions mandated by the Governing bodies are communicated to and served by any affected Indus Ringette member. It should be noted that suspensions handed down by the Governing Bodies represent a minimum suspension only.

#### **2.3.2 Appeal**

Should any Indus Ringette member wish to appeal a suspension handed down by the Governing bodies it is the responsibility of the Member to communicate this in writing to both the VP of Indus Ringette and Indus Ringette President within 24 hours of the decision made by the League Governor in question. The appeal request shall be reviewed by both the President and the VP of Indus Ringette who shall determine whether the appeal request shall be acted on by Indus Ringette. Under no circumstances shall any Member appeal directly to the Governing bodies. It should





be noted that disagreement with the decision of an on ice official shall NOT be deemed sufficient grounds for an appeal. Additionally, there shall be no appeal of any "minimum suspensions" as directed by the Governing Bodies. The "Appeals Policy" for decisions made by Indus Ringette are covered in the Indus Ringette Bylaws and under section 7.2 of this document.

### **3. Association Activity Prior to Season**

#### **3.1 Registration**

Registration is open to all eligible persons within the defined Indus Ringette boundaries as set out by Zone 2 of Ringette Alberta. This area includes but is not limited to Indus, Chestermere and Langdon. It is the role of the Indus Ringette Registrar to implement this registration procedure. Should there be a Registrar in their outgoing year [last year of active BOD status] it shall be the responsibility of the outgoing registrar to ensure that registration occurs within the guidelines outlined below.

##### **3.1.1 Eligibility for Registration**

Indus Ringette provides programs for eligible players based on specific age ranges measured on December 31st of the current season's calendar year. A resident player is a player whose parents or guardian primary residence is located within the membership boundaries or as per Ringette Alberta's registration guidelines. An import player refers to all other players that seek registration in Indus Ringette and are not resident players. The acceptance of non resident players or release of players within the Indus Ringette boundaries will follow the policies of Ringette Alberta.

It is the policy of Indus Ringette that import players are not eligible for registration without prior approval of the President, the VP of Indus Ringette, and the Registrar. In addition, such registration shall only be granted once all resident players have been placed on Indus Ringette teams. As a guiding principal, priority will be given to resident players.

Notwithstanding the preceding paragraphs, Indus Ringette will accept registrations from players resident in Zone 2 in addition to Indus. It is understood that players who register for these programs but do not make the team they tried out for must return to their resident ringette association. It is further understood that a player who makes an Indus Ringette team in one year, but fails to make the team in a subsequent year may be required in that subsequent year to return to the ringette association in which they are resident.

Non-resident players wishing to play Ringette in Indus must complete the Indus Ringette registration forms in order to be considered for placement on a team in Indus.



Notwithstanding the above, Indus Ringette reserves the right to refuse registration to any player who does not reside within the boundaries of Indus Ringette.

### **3.1.2 Registration Fees**

The registration fees shall be reviewed annually by the BOD. The registration fees are meant to reasonably reflect the costs associated with delivering each program and to offer good value when compared with the registration fees of similar programs offered by similar Associations to Indus Ringette. The registration fees shall be based on a forecast included in the Indus Ringette budget that the members shall vote on at each Annual General Meeting.

Registration fees shall cover all Indus Ringette assigned practice ice, assigned game ice or allocated extra ice costs including referee expenses, insurance, league fees and other budgeted operating expenses. Individual teams are responsible for costs incurred for ice outside of Indus Ringette assigned times, referee expense outside of Indus Ringette assigned or allocated game time, tournament fees, travel expenses, dressing room surcharges, and other individual team expenses.

Zone playoff ice and referee costs will also be covered by Indus Ringette. Indus Ringette will pay half of the registration cost for Playdowns and subsequently half of the registration for Provincials if the team qualifies.

### **3.1.3 Registration Timing**

Registration fee schedules and deadlines will be communicated to the membership before the end of the current season and posted on the website ([www.indusringette.ca](http://www.indusringette.ca)). Fees must either be paid in full or postdated cheques for the full amount received by the Treasurer no later than the registration deadline. If the full amount is not received by the deadline, the higher rate will apply as outlined in the fee schedule.

Registration fees must be paid in full or a payment schedule established with post dated cheques before the player will be allowed on the ice for evaluations.

Space permitting, applicants placed on teams after Dec 1st of the operating year shall be assessed a registration fee prorated to 50%.

### **3.1.4 NSF**

Any NSF cheques will be assessed a \$50 added processing fee.



### **3.1.5 Registration Refunds**

#### Active Start Program

1. \$50 administration fee charged for all refunds.
2. Refunds prior to the first ice time will be 100% of the fee paid.
3. Refunds after the first ice time and prior to December 1 will be prorated based on participation. Participation will be based on a 6 month season October-March.
4. Refunds will be reviewed by the ARA Board of Directors on a case by case basis.
5. Requests for refund will not be accepted after December 1.

#### U10-U16 Programs

1. \$50 administration fee charged for all refunds.
2. Refunds prior to the first ice time will be 100% of the fee paid.
3. Refunds prior to final team selections will be 75% of the fee paid.
4. Refunds after final team selections will be 50% of the fee paid.
5. Requests for refund will not be accepted after December 1.

Refunds will be 100% of registration fee paid and administration fee will be waived for players released to other associations due to Indus Ringette Association being unable to provide a team at the proper age group and level for the player. These circumstances will be reviewed by the Indus Ringette Board of Directors on a case by case basis.

### **3.2 Player Release**

Notwithstanding anything to the contrary as contained in the Regulations of the Governing Bodies, Indus Ringette will only release players when any of the following conditions apply:

1. The request for release is to a Ringette Level of higher classification than offered in the home association.
2. All potential Indus Ringette programs are full, regardless of player program choice.
3. There is a change in residency that impacts the member.
4. Under exceptional circumstances, in which case the President and the Registrar must review a written request to do so.

It should be noted that disagreement on the outcome of player evaluations or disagreement with Indus Ringette policy shall not be considered valid reasons for release.



### **3.3 Affiliation**

#### **3.3.1 Policy**

Notwithstanding any Governing Body rule or regulation to the contrary Indus Ringette will affiliate players to other Ringette teams. The goals of all affiliation are twofold.

1. To provide assistance to teams that may be short of players.
2. To give players the opportunity and experience of playing at another level of play.

#### **3.3.2 Implementation**

Indus Ringette will follow Ringette Alberta's updated bylaws and policies pertaining to affiliation ([RAB website](#)).

### **3.4 Creation of Ice Schedule**

#### **3.4.1 Ice Scheduling Best Practice**

Each year Indus Ringette will work with the other Indus and Chestermere minor sport associations and the facility managers to produce an ice schedule. The current Ringette Home Ice Scheduler shall be responsible for working with the above mentioned partners in the creation of said schedule and shall do so in conjunction with the Governing Bodies, the local facility operators, and any out of town facility operators as required.

The ice schedule shall be created to meet or exceed the minimum standards as outlined in the Program Standard.

The ice schedule shall be in keeping with Indus Ringette's policy on equality.

#### **3.4.2 Implementation/Timing**

Although it is desirable to have the entire years' schedule produced and provided at the beginning of each year, it is understood that league realities, facility issues, and requirements from other user groups will likely require ice scheduling to be done in two phases each year.

Phase 1 Notwithstanding anything to the contrary from the Governing Bodies, scheduling shall be made available within 2 weeks of the final [last] team selection from evaluations and shall cover a time period from that point up to and including the end of scheduled League play.



Phase 2 scheduling which shall cover all remaining assigned ice times up to the season end shall be made available prior to January 31st of the current season.

#### **3.4.3 Ice allocation Outside the Program Standards “Extra Ice”**

Additional ice may be available during the season and this ice shall be provided to teams fairly by the Ringette Ice Scheduler. This ice is not part of any program defined herein and shall not be compared with the Program standards.

### **Indus Ringette Program – Policy**

#### **4.1 Indus Ringette Programs**

Following are the statements of policy for Indus Ringette's Program Standard.

##### **4.1.1 Policy Consideration – Eligibility**

Participation in all of the community-based programs is open to any member of the association in good standing and in conjunction with Indus Ringette registration requirements. Within any specific division, player selection to subdivisions shall be on the basis of any of the following: demonstrated skills, commitment to the program, estimates of developmental potential, program requirements etc.

##### **4.1.2 Policy Consideration – Equality**

It is the stated policy of Indus Ringette that all participants in its community-based programs shall have equal opportunity to participate regardless the individual's particular skill level, once the team has been formed. Players that display disruptive behavior toward other players, coaches or officials shall be dealt with on a case by case basis. More specifically, this statement of equality equates to actual practice and playing time as well as the amount of ice allocated to each player's team. This policy is consistent with our mission and vision as a development association in all programs.

##### **4.1.3 Playing Time**

Within reason, each player on a team shall be given an equal amount of ice time during the course of any game involving that team. It should be noted that this is Indus Ringette's policy and cannot be modified through team consensus or otherwise. We refer to this as Indus Ringette's "Fair Play" policy.



#### **4.1.4 Assignment of Ice**

Each team within a particular division shall be allotted from Indus Ringette ice in an amount that is equal to that of every other team in the same division, or category of a division on a per user basis within Indus Ringette. The amount of this practice and game ice is described within the Program section. Equality shall not necessarily refer to the actual length of the game time, practice time, or the quality (in terms of size of ice surface or time of day) of each allotted time. Rather, each team will be allotted equal opportunities to practice and play games and it is understood that some variances may occur throughout an entire season.

##### **4.1.4.1 Measurement of Assigned Ice**

Assigned ice is controlled and funded by Indus Ringette, is included in the Indus Ringette's annual budget, and is defined by the program standards. Assigned ice is used as the actual metric for ensuring equality of allocated ice. To be clear, although a particular team may participate in a team decided or league required number of games that encompass ice in rinks away from Indus, those games are not measured as Assigned ice.

#### **5. Indus Ringette Activity During Season**

Delivery and governance of the programs described in section 6. Planning for the short and long term operations of the organization.

##### **5.1 Program Organization and Delivery (for updates: [www.indusringette.ca](http://www.indusringette.ca))**

###### **5.1.1 Program Description**

Ringette is a community based program where its participants shall represent Indus Ringette through league play with other Ringette Associations.

All Ringette teams shall participate in the Zone 2 and, or Zone 123 leagues and be assigned to an appropriate division for the completion of league play requirements.

###### **5.1.2 Eligibility**

Ringette is open to all Indus Ringette members in good standing and shall be offered in accordance with the registration policies outlined in 3.1.1. Ringette teams shall be tiered as outlined by Ringette Alberta.



### **5.1.3 Evaluation**

Evaluations can include timed drills and game play. Typically 3 ice times are needed to evaluate players on skill level. Requirements set out by Ringette Alberta such as the Universal Athlete Assessment ([UAA](#)) timed drills will be adhered to as per current policy of the Governing bodies.

The Evaluation Committee will be selected annually at the AGM of the preceding year. The Evaluation Committee members will be responsible for recruiting evaluators, organizing evaluation score sheets, distributing and picking up pinnies, running the pre-evaluation meeting with players and parents, recording evaluation results and recording final team placement.

The evaluation process will be reviewed annually by the Indus Ringette board. In the event more than one team is required at the same tier within a division, an equitable process to form two balanced teams will be approved by the Board in June when registration/team numbers are reviewed.

#### **The goal of evaluation is:**

- to provide a fair and impartial evaluation of players
- to ensure that all players have a reasonable opportunity of being selected to a team appropriate to their skill level as determined during the evaluation of the current year
- to form teams where players can develop and participate equitably and have fun playing ringette during the season

In order for the process to be effective, players are expected to participate in ALL evaluation sessions they are assigned to. If serious injury, illness or family emergency prevents a player from participating in one or more evaluation sessions, the evaluation committee will determine the best placement for that player.

Players who play up a division (as approved as an underage player by the Indus Ringette Board of Directors) will be evaluated and placed the same as any other player in that division. Players who play down (overage players) will follow the guidelines set out by Ringette Alberta.

#### **5.1.3.1 Procedures for U12, U14 and U16 as necessary**

Each age group will have a minimum of 6 evaluators for each evaluation session; evaluators are not needed for the UAA skill session. The evaluators will typically be coaches, referees, adult players and knowledgeable parents from within the Indus Ringette community. Evaluators will not evaluate



any age divisions where their own children/relatives play. Potential coaches will not evaluate the division they have applied to coach, but are encouraged to evaluate other divisions. Evaluators will be expected to evaluate all sessions for any division they evaluate to ensure consistency. Independent evaluators will only be used for evaluations when the Indus Ringette Board of Directors deems necessary.

#### **Goalie Evaluations:**

Goalies will be evaluated during game play sessions with the same grading used for players on the skills listed below and where possible designated goalie evaluators will be used.

Goalies will be evaluated on the following: skating/movement, ring placement, positioning and effort. If more than two goalies are being evaluated they will switch every 10 minutes so each has a chance to be fairly evaluated.

Some division sizes will be too large for all players to attend all evaluation sessions. If different groups are needed to assist the efficiency and accuracy of evaluation process this will be clearly communicated at the pre-evaluation meeting.

Evaluations will be progressive and final selection will be based on evaluator scoring input. Upon completion of the final evaluation sessions for a division, and in the event that there are one or more players who are considered on the bubble (i.e. the results of the evaluation do not clearly indicate that these players have made a team) the Evaluation Committee will have the potential coaches of that division provide input only if their child has been placed on a team. Final player placement will then be based on input from coaches, evaluators and the evaluation committee. It is recommended that all potential coaches attend the evaluation sessions in the event that their input is required.

Final coaching selections will not be announced until evaluation and team selection have been completed. The respected coach will then provide an email to his or her team discussing initial team details.

Note: Anyone with a child whose team placement is being discussed will not participate or be present during these discussions

#### **5.1.3.2 Procedures for U10 Step 1, 2 & 3**

Ringette Alberta has established guidelines and process for U10 Step evaluation which will include UAA timed drills and game play. Summarized online [HERE](#).





As this age group can potentially include players from ages 5 – 9, athletes will be evaluated in their entirety, taking into account all factors (social, emotional, physical, etc.) in addition to their ringette skills and skating ability.

Other factors considered when placing an athlete are as follows:

- Chronological Age
- Step/Phase/Division played in previous season
- Size (height – developmental age)
- Years of Experience

#### **5.1.3.3 Friend & Sibling Requests**

Active Start & U10 Step teams - A request to be on the same team as one friend must be made at the time of registration and must be requested by both parties involved and state the reason for request. This request is to be made at the same time of Registration. All attempts will be made to keep siblings playing at the same level on the same team.

U12, U14, U16 - Requests to be on the same team will not be granted, due to possible tiering at each division. For example U12 could be U12A, U12B or U12C.

#### **5.1.4 Organization**

Age limits for each group are defined by Ringette Alberta and Ringette Canada. Ringette shall be divided into 9 major divisions as outlined below:

- Active Start
- U10 Step 1
- U10 Step 2
- U10 Step 3
- U12
- U14
- U16

#### **5.1.5 Coach Selection**

All coaches must meet standards required by the governing bodies. Coach selection shall be implemented at the discretion of the Indus Ringette Executive Board with recommendations from the Coach and Development Committee. Requirements for Criminal record checks prior to coach appointment shall follow Ringette Alberta's Screening Policy.



In the event that there are multiple, qualified applicants for the same coaching position, the following steps will be taken to reach a decision:

1. The applicants will be encouraged to come to an amicable decision amongst themselves (i.e. head coach and assistant coaches or co-coaching team etc.)
2. If a decision can not be reached, the applicants must prepare a coaching philosophy and justification document. The Executive Board will review this document, coaching certifications and past year coach reviews for each applicant and make a decision.
3. Applicants can make a grievance/appeal if they are not satisfied with the decision as per the Appeal process.

#### **5.1.6 Team Size**

Team sizes shall ultimately be at the discretion of Indus Ringette, however each division shall have a defined minimum and maximum number of players as defined below:

- Active Start 9-20
- Step 1 10-15
- Step 2 10-15
- Step 3 10-15
- U12 10-15
- U14 10-15
- U16 10-15

#### **5.1.7 Goaltenders**

It is the policy that every Step player should be encouraged to play goal on a regular rotating basis, however players should not be forced to play goal if they do not want to. U12 – U16 divisions it is recognized that some players may have made a conscious decision to play goal.

While discretion is given to the coach, each team and players will decide how they want the position to be played.

#### **5.1.8 Equipment**

Indus Ringette will provide the following to all teams

- Rings
- First Aid Kits
- Indus Ringette Jerseys
- 1 Set of goalie equipment per team as required up to and including U14 level.



U16 & up goalies are strongly encouraged to have their own equipment.

The Indus Ringette uniform and its representation are the sole property of Indus Ringette. The Board must approve any changes or alterations.

#### **5.1.9 Program Standards**

Notwithstanding anything to the contrary by the Governing Bodies, Ringette Ice times shall be implemented as outlined immediately below.

##### **5.1.9.1 Practices**

Active Start will have a 1 hour/week practice ice time. All other levels will have a minimum of 1 hour/week practice ice time. Technical development sessions will be determined on a year to year basis.

##### **5.1.9.2 Games**

Ringette games shall be scheduled in accordance with Indus Ringette Program Standards and in conjunction with requirements of the Governing Bodies.

Each Active Start team will be assigned 2 home game slots, each Step 1 and Step 2 team will be assigned 10 home game slots, Step 3 through U16 will be assigned 12 home game slots.

- Active Start through U14 – 1 hour
- U16 – 1.25 hour

#### **5.1.10 Player Movement to an Older Age level**

As outlined by Ringette Alberta

#### **5.1.11 Player Movement Within an Age Level**

As outlined by Ringette Alberta

#### **5.1.12 Dressing Room Policy**

**Pregame:** For levels Step 2 & up, there is to be no males allowed in the dressing room (coaches or parents) until all undergarments are covered and "all clear" is given by a female designate.

**Postgame:** All players are required to leave under garments covered until all males have exited the change room.



#### **5.1.13 Escalation Policy**

Notwithstanding the Indus Ringette Rules of Conduct and the rules within any governing body, all escalations must comply with the following:

1. The member must wait at least 24 hours after the incident requiring an escalation prior to taking any action.
2. The member shall approach team manager and request an explanation or an action
3. If the response is not acceptable, member then approaches the team coach with the same request.
4. If the response is not acceptable, the member then approaches the Coaches' Coordinator with the same request.
5. If the response is not acceptable, member then approaches the Ringette President with the same request.
6. If the response is not acceptable, the member may file a formal grievance with the Indus Ringette as outlined by the Governing Bodies.

### **6. Association Activity at Season End**

#### **6.1.1 Equipment Return**

At the close of each ringette season, the Board of Directors shall designate a time and place for the return of Indus Ringette equipment.

#### **6.1.2 Recording of Carryover Suspensions**

As per the guidelines of the Governing Bodies any player or coach who has not fully served a suspension within the same season the suspension was incurred, shall at the commencement of the next season the same player or coach is registered, serve the remainder of the previous seasons suspension as a carryover suspension. It should be noted that spring and summer ringette programs do not contribute towards the serving of carryover suspensions.

The Indus Ringette President shall maintain a record of all suspensions.



## 7. Ringette Alberta Required Policies (updates can be found at [www.ringettealberta.com/policies/](http://www.ringettealberta.com/policies/))

### 7.1 Screening Policy

#### 7.1.1 Preamble

Screening of personnel and volunteers is an important part of providing a safe sporting environment and has become a common practice among sport clubs that provide programs and services. Indus Ringette (hereinafter the "Club") is responsible at law, to do everything reasonable to provide a safe and secure environment for participants in its programs, activities and events.

This Policy is one of several policy tools that the Club will use to fulfill its commitment to provide a safe environment and to protect its participants.

#### 7.1.2 Purpose

The purpose of screening is to identify individuals who may pose a risk to the Club and participants.

#### 7.1.3 Policy Statement

Not all individuals associated with the Club will be required to undergo screening through a Police Records Check ("PRC"), Vulnerable Sector Screening ("VSS") and Screening Disclosure Form. The Club will determine, as a matter of policy, which designated categories of individuals will be subject to screening.

For the purposes of this policy, '**designated categories**' are those classes of persons who work closely with athletes and who occupy positions of trust and authority within the Club.

Such designated categories include:

- a) All individuals in paid staff positions;
- b) All board members; and
- c) Any persons appointed to a Club team whether as a coach, manager, chaperone, driver or official in another role.

It is the Club's policy that:

- a) Individuals in designated categories will be screened using PRCs, VSSs and the Screening Disclosure Form.
- b) Failure to participate in the screening process as outlined in this policy will result in ineligibility of the individual for the position.
- c) The Club will not knowingly place in a designated category an individual who has a



conviction for a 'relevant offence', as defined in this policy. However, where the Screening Committee is of the opinion that, notwithstanding a conviction for a relevant offence a person can occupy a position in a designated category without adversely affecting the safety of the Club, an athlete or participant, through the imposition of such terms and conditions as are deemed appropriate, the Screening Committee may approve a person's participation in a designated category.

- d) If a person in a designated position subsequently is charged or receives a conviction for, or is found guilty of, a relevant offence, they will report this circumstance immediately to the Club.
- e) If a person in a designated position provides falsified or misleading information, that person will immediately be removed from their designated position and may be subject to further discipline in accordance with the Club's Discipline Policy.

#### **7.1.4 Screening Committee**

The implementation of this policy is the responsibility of the Screening Committee of the Club; a committee of three - five persons appointed by the Club Board of Directors. Quorum for the Screening Committee will be two (2) members.

The Board of Directors may, in its sole discretion, remove any individual of the Screening Committee. Where a position on the Screening Committee becomes vacant, either because an individual has been removed or because an individual has resigned, the Board of Directors, at its sole discretion, will appoint a replacement.

The Screening Committee will carry out its duties, in accordance with the terms of this policy, independent of the Board of Directors of the Club.

The Screening Committee is responsible for reviewing all PRCs, VSSs and Screening Disclosure Forms and, based on such reviews, making decisions regarding the appropriateness of individuals filling positions in designated categories within the Club. 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.

#### **7.1.5 Procedure**

Each person subject to this Policy will obtain and submit, at their own cost, a PRC and VSS from their local Police Service, the Screening Disclosure Form and a letter of good standing



from the person's previous ringette organization in the case of a transfer from another club, out of province or country to the Club.

The PRC, VSS, Screening Disclosure Form and letter of good standing, if required, will be submitted to the Screening Committee, c/o Indus Ringette at its head office in an envelope marked "Confidential – Attention Screening Committee".

Individuals who do not submit a PRC, VSS, Screening Disclosure Form and letter of good standing, if required, will receive a notice to this effect and will be informed that their application will not proceed until such time as the PRC, VSS, Screening Disclosure Form and letter of good standing, if required, is received.

After to its review of a PRC, VSS, Screening Disclosure Form or letter of good standing, if required, the Screening Committee, by majority vote, will:

- a) Approve an individual's participation in a designated category; or
- b) Deny an individual's participation in a designated category; or
- c) Approve an individual's participation in a designated category subject to terms and conditions as the Screening Committee deems appropriate.

If an individual's PRC, VSS, Screening Disclosure Form or letter of good standing, if required, does not reveal a relevant offence; the Screening Committee will notify the Club President that the individual is eligible for the designated position. After providing notice, the Screening Committee will either maintain, return or destroy the original PRC, VSS, Screening Disclosure Document or letter of good standing.

If an individual's PRC, VSS, Screening Disclosure Form or letter of good standing, if required, reveals a relevant offence; the Screening Committee will notify the Club President, render its decision and provide notice of its decision in accordance to paragraphs 14. After providing notice, the Screening Committee will either maintain, return or destroy the original PRC, VSS, Screening Disclosure Document or letter of good standing.

The decisions of the Screening Committee are final and binding.

Nothing in this policy will prevent an individual from re-applying for a staff or volunteer position with the Club at some point in the future, and submitting a new PRC, VSS and Screening Disclosure Form and letter of good standing, if required.



PRCs and VSSs are valid for a period of three years and Screening Disclosure Forms must be completed on an annual basis. Notwithstanding this, the Screening Committee may request that a staff person or volunteer in a designated category provide a PRC, VSS or Screening Disclosure Form to the Screening Committee for review and consideration. Such request will be in writing and will provide the reasons for such a request.

#### 7.1.6 Relevant Offences

For the purposes of this Policy, a 'relevant offence' is any of the following offences for which pardons have not been granted:

- a) If imposed in the last five years:
  - i. Any violation/offence involving the use of a motor vehicle, including but not limited to impaired driving; or
  - ii. Any violation/offence for trafficking and/or possession of drugs and/or narcotics.
  - iii. Any violation/offence involving conduct against public morals;
- b) If imposed in the last ten years:
  - i. Any violation/offence of violence including but not limited to, all forms of assault; or
  - ii. Any violation/offence involving a minor or minors.
- c) If imposed at any time:
  - i. Any violation/offence involving the possession, distribution, or sale of any childrelated pornography;
  - ii. Any sexual violation/offence involving a minor or minors; or
  - iii. Any violation/offence involving theft or fraud.

#### 7.1.7 Written Records

21. All records will be maintained in a confidential manner and will not be disclosed to others except as required by law, or for use in legal, quasi-legal or disciplinary proceedings.

#### Indus Ringette Screening Disclosure Form

Please print (for identification purposes only):

**NAME:** \_\_\_\_\_

First Middle Last

**OTHER NAMES YOU HAVE USED:** \_\_\_\_\_

**CURRENT PERMANENT ADDRESS:**

\_\_\_\_\_

Street City Province Postal





DATE OF BIRTH: \_\_\_\_\_ GENDER: \_\_\_\_\_  
Month/Day/Year

1. Have you ever been convicted of a criminal conviction or been sanctioned by an independent body (sport body, private tribunal, government agency, etc.) for which a pardon has not been granted? Note: Failure to disclose a conviction/sanction for which a pardon has not been granted may be considered an intentional omission and subject to failure of screening requirements as required by the Club's Screening Policy.

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please describe below:  
Name or Type of Offense: \_\_\_\_\_  
Name and Jurisdiction of Court/Tribunal: \_\_\_\_\_  
Year Convicted: \_\_\_\_\_  
Age When Convicted: \_\_\_\_\_  
Penalty or Punishment Imposed: \_\_\_\_\_  
Further Explanation: \_\_\_\_\_

For more than one conviction please attach additional page(s) as necessary.

2. Are criminal charges or any other charges, including those from a sport body, private tribunal or government agency, currently pending or threatened against you? Yes \_\_\_\_\_  
No \_\_\_\_\_ If yes, please explain for each pending charge:

Name or Type of Offense: \_\_\_\_\_  
Name and Jurisdiction of Court/Tribunal: \_\_\_\_\_  
Age When You Allegedly Committed the Crime: \_\_\_\_\_  
Further Explanation: \_\_\_\_\_

**Certification**

The answers on this Form are truthful, accurate and complete.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**7.2 Appeal Policy**

**Comment [TL1]:** Aaron can you please go over this just to make sure it jives with our bylaws?

**7.2.1 Definitions**

- 1. These terms will have these meanings in this policy:
  - a) "Appellant"- The party appealing a decision.
  - b) "Club" – Indus Ringette
  - c) "Days" - Days regardless of weekends or holidays.



- d) "Individuals" – All categories of Membership within the Club Bylaws, as well as all individuals engaged in activities with the Club, including but not limited to, athletes, coaches, officials, volunteers, managers, administrators, directors and officers.
- e) "Respondent" - The body whose decision is being appealed.

### 7.2.2 Scope and Application of this Policy

2. Any Individual who is affected by a decision of the Club will have the right to appeal that decision in accordance with this Policy, subject to any limits in this Policy, to the applicable governing body as set out in the table below:

**Table 1: Jurisdiction of Appeals**

<b>Organization</b>	<b>Ringette Alberta</b>	<b>Zone Member</b>	<b>Group Member (club)</b>
<b>"Level of Appeal"</b>	<b>Ringette Alberta</b>	<b>Ringette Alberta</b>	<b>Group Member</b>
<b>"2<sup>nd</sup> Level of Appeal"</b>			<b>Zone Member, if a Zone Membership exists with Ringette Alberta</b>
<b>"3<sup>rd</sup> Level of Appeal"</b>			<b>Ringette Alberta</b>

3. This Policy will apply to decisions relating to conflict of interest, eligibility, selection, discipline, membership or any other matter deemed appropriate by the Club.

4. This Policy will not apply to decisions relating to:

- a) Decisions made external to the Club;
- b) Matters of employment;
- c) Matters of board composition, committees, staffing, or employment opportunities;
- d) Commercial matters;
- e) Matters of budgeting and budget implementation, including fees, dues and levies;
- f) Infractions for doping offences which are dealt with pursuant to the Canadian Anti-Doping Program or any successor policy;
- g) The rules of ringette or disputes over competition rules;
- h) Matters relating to the substance, content and establishment of policies, procedures or criteria;
- i) Disputes arising within competitions which have their own appeal procedures; and
- j) Any decisions made under this Policy.



### 7.2.3 Timing of Appeal

5. Members who wish to appeal a decision will have fourteen (14) days from the date on which they learned of the decision, to submit in writing to the head office of the Club the following:

- a) Notice of their intention to appeal;
- b) Contact information of the Appellant;
- c) Name of the Respondent;
- d) Ground(s) for the appeal;
- e) Detailed reason(s) for the appeal;
- f) All evidence that supports the reasons and grounds for an appeal;
- g) The remedy or remedies requested, and
- h) A payment of two hundred dollars (\$50), which may be refundable.

***NOTE: If the Appellant is successful in their appeal, the Club will reimburse the \$50.00 payment to the Appellant and the Respondent will be responsible for such payment to the Club no later than fourteen (14) days of receipt of the appeal decision. If the Appellant is unsuccessful in their appeal, the \$50.00 is non-refundable.***

### 7.2.4 Grounds for Appeal

6. Decisions may only be appealed on procedural grounds which are limited to the Respondent:

- a) Making a decision for which it did not have authority or jurisdiction as set out in the applicable governing documents;
- b) Failing to follow procedures as laid out in the bylaws or approved policies of the Club;
- c) Making a decision that was influenced by bias, where bias is defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views or that the decision was influenced by factors unrelated to the substance or merits of the decision; and/or
- d) Failing to consider relevant information or taking into account irrelevant information in making the decision.

7. The Appellant will bear the onus of proof in the appeal, and thus must be able to demonstrate, on a balance of probabilities, that the Respondent has made an error as described in Section 6.

### 7.2.5 Appeals Officer



8. The Club will appoint an Appeals Officer to oversee this Policy. The Appeals Officer has an overall responsibility to ensure procedural fairness and timeliness are respected at all times in the appeals process and more particularly, has a responsibility to:

- a) Receive appeals;
- b) Determine if the appeal lies within the jurisdiction of this Policy;
- c) Determine if appeal is brought in a timely manner;
- d) Determine if the appeal is brought on permissible grounds;
- e) Appoint the Tribunal to hear the appeal;
- f) Determine the format of the appeal hearing;
- g) Coordinate all administrative and procedural aspects of the appeal;
- h) Provide administrative assistance and logistical support to the tribunal as required; and
- i) Provide any other service or support that may be necessary to ensure a fair and timely appeal proceeding.

#### **7.2.6 Screening of Appeal**

9. Upon receipt of the notice, grounds of an appeal, supporting evidence and the required fee, the Appeals Officer will review the appeal and will decide if the appeal falls within the jurisdiction of this Policy, and if it satisfies procedural grounds. If the Appeals Officer is satisfied that the appeal is not under this Policy's jurisdiction, or that there are not sufficient grounds, the parties will be notified in writing, stating reasons. There is no further appeal of the Appeals Officer's decision on jurisdiction or grounds.

#### **7.2.7 Mediation**

10. Upon determining that there exists jurisdiction and sufficient grounds for an appeal, the Appeals Officer may, with the consent of the parties, seek to resolve the appeal through mediation using the services of an independent mediator.

#### **7.2.8 Tribunal**

11. If the appeal cannot be resolved through mediation, then a Hearing before a Tribunal will take place. The Appeals Officer will appoint the Tribunal, which will consist of a single Adjudicator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Appeals Officer, a Tribunal of three persons may be appointed to hear and decide a case. In this event, the Appeals Officer will appoint one of the Tribunal's members to serve as the Chair.

#### **7.2.9 Procedure for the Hearing**



12. The Appeals Officer will determine the timing and format of the Hearing, which may involve an oral Hearing in person, an oral Hearing by telephone, a Hearing based on written submissions or a combination of these methods. The Hearing will be governed by the procedures that the Appeals Officer and the Tribunal deem appropriate in the circumstances, provided that:

- a) The parties will be given appropriate notice of the day, time and place of the hearing.
- b) Copies of any written documents which the parties wish to have the Tribunal consider will be provided to all parties in advance of the Hearing.
- c) The parties may be accompanied by a representative, advisor or legal counsel at their own expense.
- d) The Tribunal may request that any other individual participate and/or give evidence at the hearing.
- e) If a decision in the appeal may affect another party to the extent that the other party would have recourse to an appeal in their own right under this Policy, that party will become a party to the appeal in question and will be bound by its outcome.
- f) In a situation where the hearing is conducted by a Tribunal consisting of three Adjudicators, a quorum will be all three Adjudicators and decisions will be by majority vote.

#### **7.2.10 Appeal Decision**

13. After the Hearing, the Tribunal will issue its written decision, with reasons. The Tribunal may decide to:

- a) Reject the appeal and confirm the decision being appealed; or
- b) Uphold the appeal, identify the error(s) and refer the matter back to the original decision maker for a new decision; or
- c) To uphold the appeal and vary the decision.

14. The Tribunal's decision will be considered a matter of public record, unless determined otherwise by the Tribunal. A copy of this decision will be provided to the Parties and to the Club. Where time is of the essence, the Tribunal may issue a verbal decision or a summary written decision, with reasons to follow.

#### **7.2.11 Confidentiality**

15. The appeal process is confidential involving only the parties, the Appeals Officer and the Tribunal. Once initiated and until a written decision is released, none of the parties or the Panel will disclose confidential information relating to the appeal to any person not involved in



the proceedings.

#### **7.2.12 Final and Binding Decision**

16. The decision of the Tribunal will be binding on the parties, unless appealed to the next higher governing body.

### **7.3 Code of Conduct and Ethics Policy**

#### **7.3.1 Definitions**

1. The following terms have these meanings in this Policy:

- a) "*Club*" – Indus Ringette
- b) "*Individuals*" – All categories of Membership within the Club Bylaws, as well as all individuals engaged in activities with the Club, including but not limited to, athletes, coaches, officials, volunteers, managers, administrators, directors and officers.

#### **7.3.2 Purpose**

- 2. The purpose of this Code of Conduct and Ethics ("Code") is to ensure a safe and positive environment within Club programs, activities and events, by making all Individuals aware that there is an expectation, at all times, of appropriate behavior.
- 3. The Club is committed to providing an environment in which all individuals are treated with respect. The Club supports equal opportunity and prohibits discriminatory practices. Individuals are expected to conduct themselves at all times in a manner consistent with the values of the Club that include fairness, integrity, open communication and mutual respect.
- 4. Conduct that violates this Code may be subject to sanctions pursuant to the Club's policies related to discipline and complaints.

#### **7.3.3 Application of this Policy**

- 5. This Policy applies to conduct that may arise during the course of Club business, activities and events, including but, not limited to, its office environment, competitions, practices, training camps, travel, and any meetings.
- 6. This Policy also applies to the conduct of Individuals that may occur outside of the Club's business, activities, events and meetings when such conduct is detrimental to the image and reputation of the Club, as determined by the Club.



#### 7.3.4 Responsibilities

7. **All** Individuals have a responsibility to:

a) Maintain and enhance the dignity and self-esteem of Individuals and other persons by:

- i. Demonstrating respect to individuals regardless of body type, physical characteristics, athletic ability, gender, ancestry, color, ethnic or racial origin, nationality, national origin, sexual orientation, age, marital status, religion, religious belief, political belief, disability or economic status;
- ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees and members;
- iii. Consistently demonstrating the spirit of sportsmanship, sports leadership and ethical conduct;
- iv. Acting, when appropriate, to prevent or correct practices that are unjustly discriminatory;
- v. Consistently treating individuals fairly and reasonably; and,
- vi. Ensuring that the rules of ringette, and the spirit of such rules, are adhered to.

b) Refrain from any behaviour that constitutes harassment, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading or malicious. 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 in the circumstances;
- iii. Unwelcome remarks, jokes, comments, innuendos 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; or
  - xii. Retaliation or threats of retaliation against an individual who reports harassment.
- c) Refrain from any behaviour that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual comments and sexual advances, requests for sexual favours, or conduct of a sexual nature. Types of behaviour that constitute sexual harassment include, but are not limited to:
- i. Sexist jokes;
  - ii. Display of sexually offensive material;
  - iii. Sexually degrading words used to describe a person;
  - iv. Inquiries or comments about a person's sex life;
  - v. Unwelcome sexual flirtations, advances or propositions; or
  - vi. Persistent unwanted contact.
- d) Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods. More specifically, the Club adopts and adheres to the Canadian Anti-Doping Program. Any infraction of such Program shall be considered an infraction of this Policy and shall be subject to disciplinary action, and possible sanction, pursuant to the Club's Discipline Policy. The Club will respect any penalty enacted pursuant to a breach of the Canadian Anti-Doping Program, whether imposed by any sport organization;
- e) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development or supervision of the sport of competitive ringette, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES);
- f) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities;
- g) In the case of adults, avoid consuming alcohol in situations where minors are present, and take reasonable steps to manage the responsible consumption of alcoholic beverages in adult-oriented social situations associated with Club events;





- h) Respect the property of others and not willfully cause damage;
- i) Promote ringette in the most constructive and positive manner possible;
- j) Adhere to all federal, provincial, municipal and country laws;
- k) Comply at all times with the Bylaws, policies, procedures, rules and regulations of the Club, Zone Association (if applicable) and Ringette Alberta, as adopted and amended from time to time.

#### **7.3.5 Board/Committee Members and Staff**

8. In addition to paragraph 7 above, **Board and Committee Members** of the Club will:

- a) Function primarily as a member of the board and/or committee(s) of the Club, not as a member of any other particular member or constituency;
- b) Conduct oneself openly, professionally, lawfully and in good faith in the best interests of the Club;
- c) Behave with decorum appropriate to both circumstance and position;
- d) Be fair, equitable, considerate and honest in all dealings with others;
- e) Exercise due diligence in upholding one's fiduciary responsibility to the Club;
- f) Respect the confidentiality appropriate to issues of a sensitive nature;
- g) Ensure that all Individuals are given sufficient opportunity to express opinions, and that all opinions are given due consideration and weight;
- h) Respect the decisions of the majority and resign if unable to do so;
- i) Commit the time to attend meetings and to be diligent in ones preparation for and participation in discussions at such meetings;
- j) Have a thorough knowledge and understanding of all the Club's governance documents.

#### **7.3.6 Coaches**

9. In addition to paragraph 7 above, **Coaches** have additional responsibilities. The athlete-coach relationship is a privileged one and plays a critical role in the personal as well as sport and athletic development of the athlete. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, consciously or unconsciously. Coaches will at all times:

- a) Meet the highest standards of credentials, integrity and suitability, including but not limited to such considerations established by the Club's Screening Policy, so that the



ringette community is satisfied it has minimized the risk of an unsafe environment.

- b) Report any ongoing criminal investigation, conviction or existing bail conditions, including those for violence; child pornography; or possession, use or sale of any illegal substance.
- c) Under no circumstances provide, promote or condone the use of drugs (other than properly prescribed medications) or performance-enhancing substances and, in the case of minors, alcoholic beverages and/or tobacco;
- d) Respect all other teams, and athletes from other teams, and, in dealings with them, not encroach upon topics or actions which are deemed to be within the realm of 'coaching', unless first receiving approval from the coach who is responsible for the team or athlete(s) involved.
- e) Not engage in a sexual relationship with an athlete of under the age of 18 years or an intimate or sexual relation with an athlete over the age of 18 if the coach is in a position of power, trust or authority over such athlete.
- f) Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights;
- g) Dress professionally, neatly and inoffensively; and
- h) Use inoffensive language, taking into account the audience being addressed.

#### **7.3.7 Team Staff (Trainers and Managers)**

10. In addition to paragraph 7 above, **Team Staff, including Trainers and Managers**, will have additional responsibilities to:

- a) Meet the highest standards of credentials, integrity and suitability, including but not limited to such considerations established by the Club's Screening Policy, so that the ringette community is satisfied it has minimized the risk of an unsafe environment.
- b) Report any ongoing criminal investigation, conviction or existing bail conditions, including those for violence; child pornography; or possession, use or sale of any illegal substance.
- c) Under no circumstances provide, promote or condone the use of drugs (other than properly prescribed medications) or performance-enhancing substances and, in the case of minors, alcoholic beverages and/or tobacco;
- d) Not engage in a sexual relationship with an athlete of under the age of 18 years or an intimate or sexual relation with an athlete over the age of 18 if the coach is in a position of power, trust or authority over such athlete.



- e) Recognize the power inherent in the position of a Manager and/or Trainer and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation and fair and reasonable treatment;
- f) Dress professionally, neatly and inoffensively; and
- g) Use inoffensive language, taking into account the audience being addressed.

#### **7.3.8 Athletes**

11. In addition to paragraph 7 above, **Athletes** will have additional responsibilities to:

- a) Report any medical problems in a timely fashion, where such problems may limit the athlete's ability to travel, train or compete;
- b) Participate and appear on time, well-nourished and prepared to participate to one's best abilities in all competitions, practices, training sessions, events, activities or projects;
- c) Properly represent oneself and not attempt to enter a competition for which one is not eligible, by reason of age, classification or other reason;
- d) Adhere to the Club's rules and requirements regarding clothing and equipment;
- e) Never ridicule a participant for a poor performance or practice; and
- f) When competing, act in accordance with the Club's, Zone Associations (where applicable) and Ringette Alberta's Policies.

#### **7.3.9 Officials**

12. In addition to paragraph 7 above, **Officials** will have additional responsibilities to:

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- a) Accept an assignment to officiate only if one intends to honour that commitment. If, for any reason, one is unable to attend, let the person in charge of officials know as soon as possible;
- b) Be fair and objective;
- c) Avoid situations for which a conflict of interest may arise;
- d) Be as impartial, unobtrusive and inconspicuous as possible;
- e) Submit all required documentation in a timely manner;
- f) Conduct all events according to the rules of the Club, Zone Association (if applicable) and Ringette Alberta; and
- g) Make independent judgments.

#### **7.4 Privacy Policy**



#### **7.4.1 Article 1 General**

##### **7.4.1.1 Background**

Privacy of personal information is governed by the *Personal Information Protection and Electronics Documents Act* ("PIPEDA") and the *Personal Information Privacy Act* ("PIPA"). This policy describes the way that the Club collects, uses, safeguards, discloses and disposes of personal information, and states the Club's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and PIPA, and the Club's interpretation of these responsibilities.

##### **7.4.1.2 Purpose**

The purpose of this policy is to govern the collection, use and disclosure of personal information in the course of commercial activities in a manner that recognizes the right to privacy of individuals with respect to their personal information and the need of the Club to collect, use or disclose personal information.

##### **7.4.1.3 Definitions**

The following terms have these meanings in this Policy:

- a) "*Club*" – Indus Ringette
- b) *Commercial Activity* – any particular transaction, act or conduct that is of a commercial character.
- c) *Personal Information* – any information about an identifiable individual including information that relates to their personal characteristics including, but not limited to, gender, age, income, home address or phone number, ethnic background, family status, health history and health conditions.
- d) *PIPA* - Personal Information Privacy Act.
- e) *PIPEDA* – Personal Information Protection and Electronic Documents Act.
- f) *Representatives* – Members, directors, officers, committee members, employees, coaches, officials, referees, managers, trainers, volunteers, parent/guardians, administrators, contractors and participants within the Club.

##### **7.4.1.4 Application**

This Policy applies to Club Representatives in connection with personal information that is collected, used or disclosed during any commercial activity related to the Club.

##### **7.4.1.5 Statutory Obligations**



The Club is governed by the Personal Information Protection, Electronic Documents Act and Personal Information Privacy Act in matters involving the collection, use and disclosure of personal information.

#### **7.4.1.6 Additional Obligations**

In addition to fulfilling all requirements of PIPEDA and PIPA, the Club and its Representatives will also fulfill the additional requirements of this Policy. Representatives of The Club 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;
- 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 the Club; and
- e) Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, the disclosure of personal information.

#### **7.4.1.7 Ruling on Policy**

Except as provided in PIPEDA and PIPA, the Board of Directors of the Club will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

#### **7.4.2 Article 2 Accountability**

##### **7.4.2.1 Privacy Officer**

The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security, and 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 at the following address:

**Indus Ringette Association**  
**Address: PO Box 34, Indus AB T4C 1A4**

##### **7.4.2.2 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 the Club privacy policies and practices.

### **7.4.3 Article 3 Identifying Purposes**

#### **7.4.3.1 Purpose**

Personal information may be collected from Representatives and prospective Representatives for purposes that include, but are not limited to, the following:

- a) Receiving communications from the Club in regards to E-news, newsletters, programs, events and activities.
- b) Inter Club communications between Representatives for managing and arranging activities, programs, and events.
- c) Database entry at the Coaching Association of Canada to determine level of coaching certification and qualifications.
- d) Database entry to determine level of officiating certification and qualifications.
- e) Determination of eligibility, age group and appropriate level of competition.
- f) Implementation of the Club screening program.
- g) Promotion and sale of merchandise.
- h) Medical emergency.
- i) Athlete registration with the Club, Zone Association (if applicable) and Ringette Alberta.
- j) Outfitting uniforms, and various components of athlete and team selection.
- k) Purchasing equipment, manuals, resources and other products.
- l) Published articles, media relations and posting on the Club website, displays or posters.
- m) Determination of membership demographics and program wants and needs.
- n) Managing insurance claims and insurance investigations.

#### **7.4.3.2 Purposes Not Identified**

The Club will seek consent from individuals when personal information is used for commercial purpose not previously identified. This consent will be documented as to when and how it was received.

### **7.4.4 Article 4 Consent**



#### 7.4.4.1 Consent

The Club will obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. The Club may collect personal information without consent where reasonable to do so and where permitted by law.

#### 7.4.4.2 Implied Consent

By providing personal information to the Club, individuals are consenting to the use of the information for the purposes identified in this policy.

#### 7.4.4.3 Requirement

The Club will not, as a condition of a product or service, require an individual to consent to the collection, use or disclosure of personal information beyond that required to fulfill the specified purpose of the product or service.

#### 7.4.4.4 Form

Consent may be written or implied. In determining the form of consent to use, the Club will take into account the sensitivity of the information, as well as the individual's reasonable expectations. Individuals may consent to the collection and specified used of personal information in the following ways:

- a) Completing and/or signing an application form;
- b) Checking a check off box;
- c) Providing written consent either physically or electronically;
- d) Consenting orally in person; or
- e) Consenting orally over the phone.

#### 7.4.4.5 Withdrawal

An individual may withdraw consent in writing, to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. The Club will inform the individual of the implications of such withdrawal.

#### 7.4.4.6 Legal Guardians

Consent will not be obtained from individuals who are minors, seriously ill, or mentally incapacitated and therefore will be obtained from a parent, legal guardian or person having power of attorney.

#### 7.4.4.7 Exceptions for Collection

The Club is not required to obtain consent for the collection of personal information if:



- a) It is clearly in the individual'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 provincial law;
- c) The information is for journalistic, artistic or literary purposes; or
- d) The information is publicly available as specified in PIPEDA and PIPA.

#### 7.4.4.8 Exceptions for Use

The Club may use personal information without the individual's knowledge or consent only:

- a) If the Club has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial 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) If it is publicly available as specified in PIPEDA and PIPA;
  - d) If the use is clearly in the individual's interest and consent is not available in a timely way;
- or
- e) 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 provincial law.

#### 7.4.4.9 Exceptions for Disclosure

The Club may disclose personal information without the individual's knowledge or consent only:

- a) To a lawyer representing the Club;
- b) To collect a debt the individual owes to the Club;
- 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, provincial 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 provincial law;
- e) To an investigative body named in PIPEDA or PIPA or government institution when the Club believes the information concerns a breach of an agreement, or a contravention of a federal, provincial, or foreign law, or suspects the information relates to national security or the conduct of international affairs;

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- 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 provincial law;
- g) In an emergency threatening an individual's life, health, or security (The Club will inform the individual of the disclosure);
- h) To an archival institution;
- i) 20 years after the individual's death or 100 years after the record was created;
- j) If it is publicly available as specified in the regulations; or
- k) If otherwise required by law.

#### **7.4.5 Article 5 Limiting Collection, Use, Disclosure and Retention**

##### **7.4.5.1 Limiting Collection, Use and Disclosure**

The Club will not collect, use or disclose personal information indiscriminately. Information collected will be for the purposes specified in Article 3.1, except with the consent of the individual or as required by law.

##### **7.4.5.2 Retention Periods**

Personal information will be retained as long as reasonably necessary to enable participation in The Club, to maintain accurate historical records and or as may be required by law.

##### **7.4.5.3 Exception**

Personal information that is used to make a decision about an individual will be maintained for a minimum of one year of time to allow the individual access to the information after the decision has been made.

#### **7.4.6 Article 6 Accuracy**

##### **7.4.6.1 Accuracy**

Personal information will be accurate, complete and as up to date as is necessary for the purposes for which it is to be used to minimize the possibility that inappropriate information may be used to make a decision about the individual.

#### **7.4.7 Article 7 Safeguards**

##### **7.4.7.1 Safeguards**

Personal information will be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.



#### 7.4.7.2 Employees

Employees will be made aware of the importance of maintaining personal confidential information and may be required to sign confidentiality agreements.

### 7.4.8 Article 8 Openness

#### 7.4.8.1 Information

Information made available will include:

- a) The name or title, and the address, of the person who is accountable for the Club's privacy policy and practices and to whom complaints or inquiries can be forwarded;
- b) The means of gaining access to personal information held by the organization;
- c) A description of the type of personal information held by the organization, including a general account of its use;
- d) A copy of any information that explains the organization's privacy policies; and
- e) Third parties in which personal information is made available.

### 7.4.9 Article 9 Individual Access

#### 7.4.9.1 9.1 Access

Upon written request, and with assistance from the Club, an individual may be informed of the existence, use and disclosure of his or her personal information and will be given access to that information. As well, 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.

#### 7.4.9.2 Response

Requested information will be disclosed to the individual within 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.

#### 7.4.9.3 Denial

An individual may be denied access to his or her personal information if:

- a) This information is prohibitively costly to provide;
- b) The information contains references to other individuals;
- c) The information cannot be disclosed for legal, security or commercial proprietary purposes;
- d) The information is subject to solicitor-client or litigation privilege.



#### 7.4.9.4 Reasons

Upon refusal, the Club will inform the individual the reasons for the refusal and the associated provisions of PIPEDA and/or PIPA and applicable provincial privacy legislation.

#### 7.4.9.5 Identity

Sufficient information will be required to confirm an individual's identity prior to providing that individual an account of the existence, use, and disclosure of personal information.

### **7.4.10 Article 10 Challenging Compliance**

#### 7.4.10.1 Challenges

An individual will be able to challenge compliance with this Policy to the designated individual accountable for compliance.

#### 7.4.10.2 Procedures

Upon receipt of a complaint the Club will:

- 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 telephone conversation and clarify the nature of the complaint within seven (7) days of receipt of the complaint;
- d) Appoint an investigator using the Club personnel or an independent investigator, who will have the skills necessary to conduct a fair and impartial investigation and will have unfettered access to all file and personnel.
- e) Upon completion of the investigation and within thirty (30) days of receipt of the complaint, the investigator will submit a written report to the Club.
- f) Notify the complainant the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures.

#### 7.4.10.3 Whistle-blowing

The Club will not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any the Club Representative, and other decision-makers within the Club 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 the Club 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.

#### **7.4.11 Article 13 Copyright and Legal Disclaimer**

This web site is a product of the Club. The information on this web site is provided as a resource to those interested in the Club. The Club disclaims any representation or warranty, express or implied, concerning the accuracy, completeness or fitness for a particular purpose of the information. Persons accessing this information assume full responsibility for the use of the information and understand and agree that The Club is not responsible or liable for any claim, loss or damage arising from the use of this information. Reference to specific products, processes or services does not constitute or imply recommendation or endorsement by the Club. The Club also reserves the right to make changes at any time without notice.

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#### **7.4.12 Article 14 Applicable Law**

This site is created and controlled by the Club in the province of Alberta. As such, the laws of the province of Alberta will govern these disclaimers, terms and conditions.

#### **7.4.13 Article 15 Approval and Review**

This Policy was approved by the Board of Directors of the Club on \_\_\_\_\_

**Comment [EL2]:** We will need to add a date

### **7.5 Discipline & Complaints Policy**

#### **7.5.1 Definitions**

1. The following terms have these meanings in this Policy:
  - a) "*Club*" – Indus Ringette
  - b) "*Complainant*" – The party alleging an infraction.



c) "Days" – Days irrespective of weekends and holidays.

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d) "Individuals" – All categories of Membership within the Club Bylaws, as well as all individuals engaged in activities with the Club, including but not limited to, athletes, coaches, officials, volunteers, managers, administrators, directors and officers.

e) "Respondent" – The alleged infracting party.

#### **7.5.2 Purpose**

2. Membership and/or participation in the Club, brings with it many benefits and privileges. At the same time, Individuals are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the Club Bylaws, policies, procedures, rules and regulations, and Code of Conduct and Ethics. Irresponsible behaviour by Individuals can result in severe damage to the image of the Club. Conduct that violates these values may be subject to sanctions pursuant to this policy.

#### **7.5.3 Application of this Policy**

3. This Policy applies to all Individuals as defined in the Definitions.

4. This Policy applies to discipline matters that may arise during the course of Club business, activities and events, including, but not limited to, its office environment, competitions, practices, training camps; travel, and any meetings.

5. Discipline matters and complaints arising within the business, activities or events organized by entities other than the Club will be dealt with pursuant to the policies of these other entities unless accepted by the Club in its sole discretion.

#### **7.5.4 Reporting a Complaint**

6. Any Individual may report to the Club's Head Office any complaint of an infraction by an Individual. Such a complaint must be signed and in writing, and must be filed within fourteen (14) days of the alleged incident. Anonymous complaints may be accepted upon the sole discretion of the Club.

7. A Complainant wishing to file a complaint beyond the fourteen (14) days must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the notice of complaint outside the fourteen (14) day period will be at the sole



discretion of the Club. This decision may not be appealed or is grounds for defence.

#### **7.5.5 Case Manager**

7. Upon receipt of a complaint, the Club will assign a Case Manager to oversee the management and administration of complaints submitted in accordance with this Policy and such appointment is not appealable. The Case Manager has an overall responsibility to implement this Policy in a timely manner. More specifically, the Case Manager has a responsibility to:

- a) Determine whether the complaint is frivolous or vexatious and within the jurisdiction of this Policy. If the Case Manager determines the complaint is frivolous or vexatious or outside the jurisdiction of this Policy, the complaint will be dismissed immediately. The Case Manager decision to the acceptance or dismissal of the complaint may not be appealed.
- b) Determine if the complaint is a minor or major infraction;
- c) Appoint a Mediator and/or Panel, if necessary, in accordance with this Policy;
- d) Determine the format of the hearing;
- e) Coordinate all administrative aspects of the complaint;
- f) Provide administrative assistance and logistical support to the Panel as required; and
- g) Provide any other service or support that may be necessary to ensure a fair and timely proceeding.

9. The Case Manager will inform the Parties if the incident is to be dealt with as a minor infraction or major infraction and the matter will be dealt with according to the applicable section relating to the minor or major infraction.

10. This Policy does not prevent an appropriate person having authority from taking immediate, informal or corrective action in response to behaviour that constitutes either a minor or major infraction. Further sanctions may be applied in accordance with the procedures set out in this Policy.

#### **7.5.6 Minor Infractions**

11. Minor infractions are single incidents of failing to achieve the expected standards of conduct that generally do not result in harm to others, the Club or to the sport of ringette.

12. All disciplinary situations involving minor infractions will be dealt with by the appropriate person having authority over the situation and the individual involved (the person in authority may include, but is not restricted to, staff, officials, coaches, organizers, or Club decision makers).

13. Procedures for dealing with minor infractions will be informal as compared to those for major



infractions and will be determined at the discretion of the person responsible for discipline of such infractions (as noted above in point 12). This is provided that the Respondent being disciplined is told the nature of the infraction and has an opportunity to provide information concerning the incident.

14. Penalties for minor infractions, which may be applied singly or in combination, include the following:

- a) Verbal or written warning;
- b) Verbal or written apology;
- c) Service or other voluntary contribution to the Club;
- d) Removal of certain privileges of membership or participation for a designated period of time;
- e) Suspension from the current competition, activity or event; or
- f) Any other sanction considered appropriate for the offense.

15. Minor infractions that result in discipline will be recorded and maintained by the Club. Repeat minor infractions may result in further such incidents being considered a major infraction.

#### **7.5.7 Major Infractions**

16. Major infractions are instances of failing to achieve the expected standards of conduct that result, or have the potential to result in harm to other persons, to the Club or to the sport of ringette.

17. Examples of major infractions include, but are not limited to:

- a) Repeated Minor Infractions;
- b) Intentionally damaging Club property or improperly handling Club monies;
- c) Incidents of physical abuse;
- d) Pranks, jokes or other activities that endanger the safety of others, including hazing;
- e) Disregard for the bylaws, policies, rules, regulations and directives of the Club;
- f) Conduct that intentionally damages the image, credibility or reputation of the Club or the sport of ringette;
- g) Behaviour that constitutes harassment, sexual harassment or sexual misconduct; or
- h) Abusive use of alcohol, any use or possession of alcohol by minors, use or possession of illicit drugs and narcotics.

18. Major infractions will be decided using the disciplinary procedures set out in this policy, except where a dispute resolution procedure contained within a contract or other formal



written agreement takes precedence.

19. Major infractions occurring within competition may be dealt with immediately, if necessary, by an appropriate person having authority. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity or event only. Further sanctions may be applied but only after review of the matter in accordance with the procedures set out in this Policy. This review does not replace the appeal provisions of this Policy.

#### **7.5.8 Procedure for Major Infraction Hearing**

20. If the Case Manager is satisfied that the complaint is a major infraction, the Case Manager will, with the consent of the parties, seek to resolve the complaint through mediation using the services of an independent mediator or the Case Manager.

21. If the complaint cannot be resolved through mediation, then a hearing before a Panel will take place. The Case Manager will appoint the Panel, which will consist of a single Adjudicator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Case Manager, a Panel of three persons may be appointed to hear and decide the complaint. In this event, the Case Manager will appoint one of the Panel's Individual to serve as the Chair.

22. The Case Manager will determine the format of the hearing, which may involve an oral hearing in person, an oral hearing by telephone, a hearing based on written submissions or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Panel deem appropriate in the circumstances, provided that:

- a) The Parties will be given appropriate notice of the day, time and place of the hearing.
- b) Copies of any written documents which the parties wish to have the Panel consider will be provided to all Parties in advance of the hearing.
- c) The parties may be accompanied by a representative, advisor or legal counsel at their own expense.
- d) The Panel may request that any other individual participate and give evidence at the hearing.
- e) If a decision in the appeal may affect another party to the extent that the other party would have recourse to an appeal in their own right under this Policy, that party will become a party to the appeal in question and will be bound by its outcome.
- f) Decisions will be by majority vote.

#### **7.5.9 Decision**





23. After hearing the matter, the Panel will determine whether an infraction has occurred and if so what appropriate sanction will be imposed. The Panel's written decision, with reasons, will be distributed to all parties, the Case Manager and the Club. The decision will be considered a matter of public record unless decided otherwise by the Panel.

24. Where the Respondent acknowledges the facts of the incident, he or she may waive the hearing, in which case the Panel will determine the appropriate disciplinary sanction. The Panel may hold a hearing for the purpose of determining an appropriate sanction.

25. If the Respondent chooses not to participate in the hearing, the hearing will proceed in any event.

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

#### **7.5.10 Sanctions**

27. The Panel may apply the following disciplinary sanctions singly or in combination, for major infractions:

- a) Verbal or written reprimand;
- b) Verbal or written apology;
- c) Service or other voluntary contribution to the Club;
- d) Removal of certain privileges of membership;
- e) Suspension from certain Club teams, events and/or activities;
- f) Suspension from all Club activities for a designated period of time;
- g) Withholding of prize money;
- h) Payment of the cost of repairs for property damage;
- i) Suspension of funding from the Club or other funding;
- j) Expulsion from the Club;
- k) Other sanctions as may be considered appropriate for the offense.

28. Unless the Panel decides otherwise, any disciplinary sanctions will commence immediately. Failure to comply with a sanction as determined by the Panel will result in automatic suspension until such time as compliance occurs.

29. A written record will be maintained by the Club at their head office for major infractions that result in a sanction.



#### **7.5.11 Serious Infractions**

30. The Club may determine that an alleged incident is of such seriousness as to warrant suspension of the Respondent pending a hearing and a decision of the Panel.

#### **7.5.12 Criminal Convictions**

31. An Individual's charge or conviction for any of the following *Criminal Code* offenses will be deemed a major infraction under this Policy and will result in expulsion and/or suspension from the Club and/or removal from Club competitions, programs, activities and events upon the sole discretion of the Club:

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

#### **7.5.13 Confidentiality**

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

#### **7.5.14 Appeals Procedure**

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

### **7.6 Confidentiality Policy**

#### **7.6.1 Definitions**

1. These terms will have these meanings in this policy:

- a) "Club" – Indus Ringette
- b) "Individuals" - All individuals engaged in activities within direct control of the Club, including but not limited to, Directors, Officers, volunteers, employees, coaches, officials, managers and administrators.

#### **7.6.2 Purpose**



2. The purpose of this policy is to ensure the protection of Confidential Information that is proprietary to the Club by making all Individuals aware that there is an expectation to act at all times appropriately and consistently with this policy.

#### **7.6.3 Application of this Policy**

3. This policy applies to all Individuals as defined in the Definitions.

#### **7.6.4 Responsibilities**

4. Individuals will not, either during the period of their involvement/employment or any time thereafter, disclose to any person or organization any Confidential Information acquired during their period of involvement/employment with the Club, unless expressly authorized to do so.

5. Individuals will not publish, communicate, divulge or disclose to any unauthorized person, firm, corporation, third party or parties any Confidential Information or any part thereof, without the express written consent of the Club.

6. All files and written materials relating to Confidential Information will remain the property of the Club and upon termination of involvement/employment with the Club or upon request of the Club, the Individual will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request.

7. The term "Confidential Information" includes, but it not limited to the following:

- a) Personal Information collected and retained by the Club, but not limited to: name, address, e-mail, telephone number, cell phone number, date of birth and financial information;
- b) Club intellectual property and proprietary information related to the programs, fundraisers, business or affairs of the Club, including, but not limited to: procedures, business methods, forms, policies, business, marketing and development plans, advertising programs, creative materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, software, financial information and information that is not generally or publicly known.

#### **7.6.5 Intellectual Property**

8. Copyright and any other intellectual property rights in all written material (including material in



electronic format) and other works produced in connection with employment or involvement with the Club will be owned solely by the Club, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. The Club may grant permission for others to use such written material or other works, subject to such terms and conditions as the Club may prescribe.

#### **7.6.6 Enforcement**

9. A breach of any provision in this policy may give rise to discipline in accordance with the Club's Discipline and Complaints policy or legal recourse.

### **7.7 Conflict of Interest Policy**

#### **7.7.1 Definitions**

1. The following terms have these meanings in this Policy:

- a) "*Club*" – Indus Ringette
- b) "*Conflict of Interest*" – A situation where an individual, or the organization they represent, has a real, potential or perceived direct or indirect interest which is incompatible with the Club's interests, resulting in a real or seeming incompatibility between one's private interests and one's fiduciary duties to the Club.
- c) "*Individuals*" - All persons directly engaged in decision-making within the Club which includes, but is not limited to, employees, directors, officers, committee members, coaches, officials, managers and administrators.
- d) "*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.
- e) "*Pecuniary Interest*" - An interest that an Individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual, or another person with whom that individual is associated.
- f) "*Perceived Conflict of Interest*" – A perception by an informed person that a conflict of interest exists or may exist.
- g) "*Person*" – Any Individual, family member, friend, customer, client, sponsor, colleague, legal person or organization.

#### **7.7.2 Purpose and Application**

2. The purpose of this Policy is to describe how Individuals will conduct themselves in matters relating to real or perceived conflicts of interests, and to clarify how the Club will make decisions in situations where conflicts of interest may exist.



3. This Policy applies to all Individuals as defined in the Definitions section.

#### **7.7.3 Obligations**

4. Individuals will fulfill the requirements of this policy. Individuals **will not**:

- a) Engage in any business or transaction, or have a financial or other personal interest that conflicts with their official duties with the Club;
- 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, in any way, preferential treatment;
- c) In the performance of their official duties, accord preferential treatment to any Person;
- d) Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with the Club, where such information is confidential or is 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 Club, or in which they have an advantage or appear to have an advantage on the basis of their association with the Club;
- f) Use Club property, equipment, supplies or services for activities not associated with the performance of official duties with the Club without permission;
- g) Place themselves in positions where they could, by virtue of being a decision maker within the Club, influence decisions or contracts from which they could derive any direct or indirect benefit or interest; or
- h) Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a decision maker within the Club.

#### **7.7.4 Disclosure of Conflict of Interest**

5. At any time that an Individual becomes aware that there may exist a real or perceived conflict of interest, they will disclose this conflict to the Board of Directors immediately.

#### **7.7.5 Reporting a Conflict of Interest**

6. Any Individual or person, who is of the view that another Individual may be in a position of conflict of interest, shall report this matter to the Board of Directors. Such a complaint must be signed and in writing. Anonymous complaints may be accepted upon the sole discretion of the Board of Directors.



#### **7.7.6 Resolving Complaints of a Real or Perceived Conflict of Interest**

7. Upon receipt of a complaint, the Board of Directors will determine whether or not a conflict of interest exists provided the alleged Individual has been given notice of and the opportunity to submit evidence and to be heard at such meeting.

8. After hearing the matter, the Board of Directors will determine whether a real or perceived conflict of interest exists and if so what appropriate actions will be imposed.

9. Where the Individual accused of being in a real or perceived conflict of interest acknowledges the facts, he or she may waive the meeting, in which case the Board of Directors will determine the appropriate actions.

10. If the Individual accused of being in a real or perceived conflict of interest chooses not to participate in the meeting, the meeting will proceed in any event.

11. The Board of Directors 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 the Club teams, events and/or activities;
- d) Expulsion from the Club;
- e) Other actions as may be considered appropriate for the real or perceived conflict of interest.

12. Failure to comply with an action as determined by the Board of Directors will result in automatic suspension of participation/involvement and/or membership in the Club until such time as compliance occurs.

13. The Board of Directors 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 of Directors.

#### **7.7.7 Resolving Conflicts in Decision-making**

14. Decisions or transactions that involve a real or perceived conflict of interest may be considered and decided upon by the Club Board of Directors provided that:



- a) The nature and extent of the Individual's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded in the minutes;
- b) The Individual does not participate in discussion on the matter giving rise to the conflict of interest;
- c) The Individual abstains from voting on the proposed decision or transaction;
- d) The Individual is not included in the determination of quorum for the proposed decision or transaction; and
- e) The decision or transaction is in the best interests of the Club.

#### **7.7.8 The Club Decision-Makers**

15. Individuals wishing to obtain a position as a decision-maker within the Club must declare their professional interests and any potential conflict of interests prior to being declared eligible by the Board of Directors for a position as a decision-maker within the Club.

16. In the event that an Individual neglects to disclose a professional interest or any potential conflicts of interest, this Policy will apply.

#### **7.7.9 Decision Final and Binding**

17. Any decision of the Board of Directors in accordance with this Policy may be appealed in accordance with the Club's Appeal Policy.



**Declaration regarding Conflict of Interest**

I have read the Club Conflict of Interest Policy, I agree to be bound by the obligations contained therein, and I commit to avoid any real or perceived conflict of interest. I also commit to disclosing the existence of any real or perceived conflict of interest to the Board of Directors, as soon as it is known to me.

I declare the following interests which may represent a potential conflicting interest:

I also pledge to inform the Club and the Board of Directors of any other member of the Club who I feel is in a position of any real, perceived or potential conflict of interest.

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**