

ST. ALBERT RINGETTE ASSOCIATION ("SARA") ADMINISTRATIVE DOCUMENTS

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Operational and Finance Management Policy

Definitions

- 1. The following terms have these meanings in this Policy:
 - a) **Representative** Individuals employed by, or engaged in activities on behalf of, the SARA including: coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the SARA.

Purpose

2. The purpose of this Policy is to guide the SARA's financial management practices.

Budget and Reports

- 3. The Board of Directors will develop and approve an annual budget which will contain the SARA's total anticipated expenditures and revenues.
- 4. The Treasurer (or designate) will, at the Annual Meeting, present Financial Statements as required by applicable legislation and any other report as determined by the Board.
- 5. Per the By-laws, the SARA's financial statements will be reviewed by an auditor or a person appointed to conduct a reader engagement.

Fiscal Year

6. The SARA's fiscal year is May 1st to April 30th.

Banking - Revenue

- 7. Registration fees shall be reviewed annually by the Board (or designate) which will then approve fees for each year well in advance of the start of the registration year.
- 8. All money received by the SARA will be placed into a general fund with a reputable financial institution and will be used for all necessary and permitted purposes for the operation of the SARA, as determined by the Board of Directors and staff, as applicable.

Signing Officers

- 9. All contracts, documents, or any other instrument requiring the signature of the SARA shall be signed by two (2) of the Officers.
- 10. Any contract, document or any other instrument which has been approved in the SARA's budget that is under \$10,000 is not subject to this section and may be executed by the Board (or designate) or any individual delegated such signing authority by the Board.

Expenses

- 11. All expenses will be supported with receipts and must be detailed to budget items, projects, or functions by the Board (or designate).
- 12. Approved expenses are to be claimed and reported no later than thirty (30) days following the date of the expense. Expenses submitted beyond the thirty (30) day reporting requirement will be paid only upon the Board's approval.

13. Any expenditure not approved within the annual budget will be approved by the Board prior to any such expenditure. Without the Board's approval, the expenditure will not be paid by the SARA unless determined otherwise by the Board.

Honorarium

14. An Honorarium may be issued on a case-by-case basis under the discretion of the board. The Secretary shall record the request and approval including the amount in the Board meeting minutes.

Accounts

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

Credit Card

- 17. With the approval of the Board, the SARA may acquire credit cards for the use of staff members or other individuals who are required to make purchases on a regular basis for travel, accommodation, and other expenses related to their duties on behalf of the SARA. The Board will determine who receives credit cards and what the credit card limits will be.
- 18. Credit card holders will be responsible for all charges made on credit cards issued in their name.
- 19. Credit cards must only be used for authorized payments that include:
 - a) Payment of actual and reasonable expenses incurred on authorized Association business, including travel and accommodation, where it is not feasible for these costs to have been paid in advance of the expense being incurred or for the costs to be invoiced to the SARA
 - b) Purchase of goods or budgeted items
- 20. For the purposes of this Policy, expenses included in the SARA's annual budget as approved by the Board are considered to be authorized. Expenses that fall outside the approved budget must be approved before being charged to a SARA credit card.
- 21. Credit cards are not to be used for any personal expenses.
- 22. All expenses charged to a credit card should be supported by a credit card receipt issued by the merchant or a detailed supplier invoice to confirm that the expenses are SARA business.
- 23. Under no circumstances are cash advances to be drawn on the SARA credit cards.
- 24. In addition, the following individuals have credit card responsibilities:
 - a) Cardholders must:
 - i. not allow another person to use the card
 - ii. protect the pin number of the card
 - iii. only purchase within the credit limit of the card
 - iv. notify the credit card company if the card is lost or stolen
 - v. keep the card with them at all times, or in a secure location
 - vi. forward to the Board (or designate), on a monthly basis, all receipts for expenses charged to the card in the previous month
 - vii. surrender the credit card upon the cardholder ceasing to perform the role for which the card was issued

- b) The Board (or designate) must:
 - i. ensure that each credit card issued to an individual is paid in full on a monthly basis
 - ii. review and reconcile each credit card statement on a monthly basis
 - iii. bring to the attention of the Board any credit card expense which does not appear to be authorized under this policy
 - iv. recover from the cardholder any funds owing for unauthorized expenses

Expense Claims

25. All reasonable expenses incurred by Representatives performing their duties with the SARA will be reimbursed.

NSF Charges

26. The SARA will charge a fifty dollar (\$50.00) charge on all NSF Cheques.

Replacement Cheques

- 27. Lost or missing cheques will not be re-issued until after the next applicable month end reconciliation has taken place.
- 28. Cheques that need to be replaced due to loss will be assessed a twenty dollar (\$20.00) administration fee.
- 29. Lost or missing cheques that have not been claimed by the SARA's fiscal year end will not be reissued.

Conflict of Interest Policy

Definitions

- 1. The following terms have these meanings in this Policy:
 - a) **Conflict of Interest** Any situation in which a Representative's decision-making, which should always be in the best interests of the SARA, is influenced or could be influenced by personal, family, financial, business, or other private interests.
 - b) **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.
 - c) 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.
 - d) **Representative** Individuals employed by, or engaged in activities on behalf of, the SARA including: coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the SARA.

Background

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

Purpose

- 3. The SARA strives to reduce and eliminate nearly all instances of conflict of interest at the SARA by being aware, prudent, and forthcoming about the potential conflicts. This Policy describes how Representatives will conduct themselves in matters relating to conflict of interest and clarifies how Representatives shall make decisions in situations where conflict of interest may exist.
- 4. This Policy applies to all Representatives.

Obligations

- 5. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative's personal interest and the interests of the SARA, shall always be resolved in favour of the SARA.
- 6. Representatives will not:
 - a) Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with their official duties with the SARA, unless such business, transaction, or other interest is properly disclosed to the SARA and approved by the SARA
 - b) Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration or who might seek preferential treatment
 - c) In the performance of their official duties, give preferential treatment to family members, friends, colleagues, or organizations in which their family members, friends, or colleagues have an interest, financial or otherwise
 - d) Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with the SARA, if such information is confidential or not generally available to the public
 - e) Engage in any outside work, activity, or business or professional undertaking that conflicts or appears to conflict with their official duties as a Representative of the SARA, or in which they have an advantage or appear to have an advantage on the basis of their association with the SARA

- f) Without the permission of the SARA, use the SARA's property, equipment, supplies, or services for activities not associated with the performance of their official duties with the SARA
- g) Place themselves in positions where they could, by virtue of being a Representative of the SARA, influence decisions or contracts from which they could derive any direct or indirect benefit
- h) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a Representative of the SARA

Disclosure of Conflict of Interest

- 7. On an annual basis, at the commencement of a season or upon assuming their role, all the SARA's Directors and candidates for election to the Board, Officers, Employees, and Committee Members will declare any real or perceived conflicts that they might have.
- 8. At all meetings of the Board, Directors will be provided with an opportunity to declare any conflicts of interest.
- 9. Immediately upon becoming aware that a conflict of interest may exist, all Representatives must disclose any real or perceived conflict of interest as follows:
 - a) Directors, Officers, Committee Members, candidates for election to the Board, and the senior staff person (when employed) must disclose real and perceived conflicts of interest to the Board
 - b) Employees must disclose real and perceived conflicts of interest to the senior staff person or, in the absence of a senior staff person position, to the Board
 - c) Coaches, volunteers, managers, and other Representatives must disclose real and perceived conflicts of interest to their immediate supervisor (e.g., team manager, staff person, other volunteer, etc., as applicable)
- 10. Representatives shall also disclose any and all affiliations with any and all other organizations involved with the same sport. These affiliations include any of the following roles: athlete, coach, manager, official, employee, volunteer, or Director.

Minimizing Conflicts of Interest in Decision-Making

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

Conflict of Interest Complaints

- 13. Any person who believes that a Representative may be in a conflict of interest situation should report the matter, in writing (or verbally if during a meeting of the Board or any committee), to the SARA's Board which will decide appropriate measures to eliminate the potential or existing conflict. The Board may apply the following actions singly or in combination for real or perceived conflicts of interest:
 - a) Removal or temporary suspension of certain responsibilities or decision-making authority

- b) Removal or temporary suspension from a designated position
- c) Removal or temporary suspension from certain teams, events, and/or activities
- d) Expulsion from the SARA
- e) Other actions as may be considered appropriate for the real or perceived conflict of interest
- 14. Any person who believes that a Representative has made a decision that was influenced by real or perceived conflict of interest may submit a complaint, in writing, to the SARA to be addressed under the *Discipline and Complaints Policy*.
- 15. Failure to comply with an action as determined by the Board will result in automatic suspension from the SARA until compliance occurs.
- 16. The Board may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the Board.

Enforcement

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

Diversity, Equity and Inclusion Policy

Definitions

- 1. The following terms have these meanings in this Policy:
 - a) **Diversity** the presence and integration of a variety of individuals with different personal characteristics, particularly Under-Represented Groups, in a group or organization.
 - b) *Inclusion* acceptance of individuals with diverse personal characteristics into a group or organization regardless of those characteristics.
 - c) **Equity** fairness afforded to individuals with diverse personal characteristics regardless of those characteristics.
 - d) Under-Represented Groups Under-Represented Groups include women, children in low income families, Indigenous people, seniors, people with disabilities, newcomers to Canada, and members of the LGBTQ2 community.

Purpose

2. The SARA is committed to encouraging diversity, equity and inclusion in its administration, policies, programs, and activities. The purpose of this Policy is to ensure that the SARA provides Under-Represented Groups with a full and equitable range of opportunities to participate and lead.

General

- 3. The SARA will:
 - a) Support inclusion, equity, and access for Under-Represented Groups
 - b) Exercise influence with external agencies to encourage equity
 - c) Adopt Ringette Canada's Transgender Inclusion Policy and Equal Opportunity for Participation Guidelines

Programming

- 4. The SARA is committed to supporting programs that address diversity, equity, and inclusion issues in sport. For example, the SARA will:
 - a) Ensure that individuals from Under-Represented Groups have no barriers to participation in the SARA's programs, training, and coaching opportunities
 - b) Fund programs and services equally
 - c) Encourage Under-Represented Groups to act as role models for young participants
 - d) Identify opportunities to advance the number and levels of women in coaching
 - e) When planning educational sessions, consider the balance of female and male presenters

Ongoing Commitment to Inclusion, Diversity and Equity

5. The SARA resolves to continue to incorporate inclusion, diversity, and equity matters in its strategies, plans, actions, and operations; including technical programs, business management, sponsorship, marketing, media and communications.

Confidentiality Policy

Definitions

- 1. The following terms have these meanings in this Policy:
 - a) Confidential Information Personal information of Individuals including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, and background check information. Additionally, Confidential Information also includes information considered to be intellectual property of the SARA such as data, proprietary information, business information, and trade secrets.
 - b) Participants Refers to all categories of individual members and/or registrants defined in the By-laws of the SARA who are subject to the policies of the SARA, as well as all people employed by, contracted by, or engaged in activities with, the SARA including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers.
 - c) **Representative** All individuals employed by, or engaged in activities on behalf of, the SARA. Representatives include, but are not limited to, staff, administrators, Directors and Officers of the SARA, committee members, and volunteers.

Purpose

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

Scope and Application

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

Responsibilities

- 6. Representatives will not, either during the period of their involvement/employment with the SARA or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
- 7. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of the SARA.
- 8. All documents and written materials relating to Confidential Information will remain the property of the SARA and, upon cessation of involvement/employment with the SARA, for any reason, or upon request of the SARA, Representatives will immediately return all written or tangible Confidential Information, as well as copies and reproductions, and any other media containing Confidential Information.

Intellectual Property

9. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement with the SARA will be owned solely by the SARA, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. The SARA may grant permission for others to use its intellectual property.

Enforcement

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

Privacy Policy

General

- 1. <u>Background</u> Privacy of personal information is governed by the federal *Personal Information Protection and Electronics Documents Act* ("PIPEDA"). This policy describes the way that the SARA collects, uses, safeguards, discloses and disposes of personal information, and states the SARA's commitment to collecting, using and disclosing personal information responsibly. This policy is based on the standards required by PIPEDA and the SARA's interpretation of these responsibilities.
- 2. <u>Alberta</u> Alberta has provincial legislation similar to PIPEDA that applies first, before PIPEDA is applied. However, PIPEDA will still apply if any Personal Information crosses provincial borders. In Alberta, the Personal Information Protection Act (PIPA) applies before PIPEDA.
- 3. <u>Purpose</u> –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 SARA to collect, use or disclose personal information.
- 4. Definitions The following terms have these meanings in this Policy:
 - a) "Commercial Activity" Any particular transaction, act or conduct that is of a commercial character.
 - b) "IP Address" A numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.
 - c) "Personal Information" any information about an individual that relates to the person's personal characteristics including, but not limited to: gender identity, age, income, home address, private email address, phone number, ethnic background, family status, health history, and health conditions.
 - d) "Representatives" Individuals employed by, or engaged in activities on behalf of, the SARA including: coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the SARA.

Application of this Policy

- 5. <u>Application</u> This Policy applies to Representatives in connection with personal information that is collected, used or disclosed during any commercial activity related to the SARA.
- 6. <u>Ruling on Policy</u> Except as provided in PIPEDA and PIPA, the Board of Directors of the SARA will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

Obligations

- 7. <u>Statutory Obligations</u> The SARA is governed by PIPEDA and PIPA in matters involving the collection, use and disclosure of personal information.
- 8. <u>Additional Obligations</u> In addition to fulfilling all requirements of PIPEDA and PIPA, the SARA and its Representatives will also fulfill the additional requirements of this Policy. Representatives of the SARA 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;
 - Derive personal benefit from personal information that they have acquired during the course of fulfilling their duties with the SARA; or

e) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of Personal Information.

Accountability

- 9. <u>Privacy Officer</u> The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security and for ensuring that all staff receive 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: webmaster@stalbertringette.com
- 10. 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 SARA's privacy policies and practices.
- 11. <u>Employees</u> The SARA shall be responsible to ensure that the employees, contractors, agents, or otherwise of the SARA are compliant with PIPEDA, PIPA and this Policy.

Identifying Purposes

12. <u>Purpose</u> – Personal information may be collected from Representatives and prospective Representatives for purposes that include, but are not limited to, the following:

Communications

- a) Receiving communications from the SARA in regards to E-news, newsletters, programs, competitions, training, discipline, appeals, events, activities and other pertinent information.
- b) Published articles, media relations and postings on the SARA website, displays or posters. In some cases, videos from an event will be available for purchase.
- c) Award nominations, biographies, published articles and media relations.
- d) Communication within and between committees, volunteers and board members.
- e) Discipline results and long-term suspension list.
- f) Communications with applicable municipalities who wish to check residency status of individuals.

Registration, Database Entry and Monitoring

- g) Registration and communication of programs, events and activities.
- h) Determination of eligibility, age group and appropriate level of play/competition.
- i) Player Registration, outfitting uniforms, and various components of athlete and team selection.
- j) Technical monitoring, officials training, educational purposes, sport promotion, media publications.

Sales, Promotions and Merchandising

- k) Purchasing equipment, coaching manuals, resources and other products.
- I) Promotion and sale of merchandise.

General

- m) Travel arrangement and administration.
- n) Implementation of SARA screening program.
- o) Medical emergency, emergency contacts or reports relating to medical or emergency issues.
- p) Vaccination status
- q) Determination of membership demographics and program wants and needs.
- r) Managing insurance claims and insurance investigations.

- s) Video recording and photography for personal use, and not commercial gain, by spectators, parents and friends.
- t) Video recording and photography for promotional use, marketing and advertising by SARA.
- u) Payroll, honorariums, organization insurance and health plans.
- 13. <u>Purposes not Identified</u> The SARA shall seek consent from individuals when personal information is used for Commercial Activity not previously identified. This consent will be documented as to when and how it was received.

Consent

- 14. <u>Consent</u> The SARA shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. The SARA may collect personal information without consent where reasonable to do so and where permitted by law.
- 15. <u>Implied Consent</u> By providing personal information to the SARA, individuals are consenting to the use of the information for the purposes identified in this policy.
- 16. <u>Withdrawal</u> An individual may declare to the Privacy Officer in writing to withdraw consent to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. The SARA will inform the individual of the implications of such withdrawal.
- 17. <u>Legal Guardians</u> Consent shall not be obtained from individuals who are minors, seriously ill, or mentally incapacitated and therefore shall be obtained from a parent, legal guardian or person having power of attorney of such an individual.
- 18. Exceptions for Collection The SARA 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 or PIPA.
- 19. Exceptions for Use The SARA may use personal information without the individual's knowledge or consent only:
 - a) If the SARA 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) For statistical or scholarly study or research;
 - d) If it is publicly available as specified in PIPEDA or PIPA;
 - e) If the use is clearly in the individual's interest and consent is not available in a timely way; or
 - f) If knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal or provincial law.
- 20. <u>Exceptions for Disclosure</u> The SARA may disclose personal information without the individual's knowledge or consent only:
 - a) To a lawyer representing the SARA;
 - b) To collect a debt the individual owes to the SARA;
 - 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 a government institution on the SARA's initiative when the SARA 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;
- 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 SARA must inform the individual of the disclosure);
- h) For statistical, scholarly study or research;
- i) To an archival institution;
- j) 20 years after the individual's death or 100 years after the record was created;
- k) If it is publicly available as specified in the regulations; or
- I) If otherwise required by law.

Limiting Collection, Use, Disclosure and Retention

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

Safeguards

24. <u>Safeguards</u> – Personal information shall be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.

Breaches

- 25. <u>Breaches</u> The SARA is required to report breaches of its security safeguards and any unauthorized disclosure of, or access to, personal information to the Office of the Privacy Commissioner if the breach, disclosure, or access may pose a "real risk of significant harm" to an individual. A "real risk of significant harm" is defined as: "Bodily harm, humiliation, damage to reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the credit record and damage to or loss of property".
- 26. Reporting The SARA will report the breach or unauthorized access or disclosure to the Office of the Privacy Commissioner in the form and format specified by the Office of the Privacy Commissioner or will be subject to financial penalties.
- 27. <u>Records and Notification</u> In addition to reporting the breach or unauthorized access or disclosure, the SARA will keep records of the breach and inform affected individuals.

Individual Access

28. Access — Upon written request, and with assistance from the SARA, an individual may be informed of the existence, use and disclosure of their personal information and shall be given access to that information. Further, an individual is entitled to be informed of the source of the personal information along with an account of third parties to whom the information has been disclosed.

- 29. <u>Response</u> Requested information shall 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.
- 30. Denial An individual may be denied access to their personal information if the information:
 - a) Is prohibitively costly to provide;
 - b) Contains references to other individuals;
 - c) Cannot be disclosed for legal, security, or commercial proprietary purposes; or
 - d) Is subject to solicitor-client privilege or litigation privilege.
- 31. <u>Reasons</u> Upon refusal, the SARA shall inform the individual the reasons for the refusal and the associated provisions of PIPEDA or PIPA.
- 32. <u>Identity</u> Sufficient information shall be required to confirm an individual's identity prior to providing that individual an account of the existence, use, and disclosure of personal information.

Challenging Compliance

- 33. <u>Challenges</u> An individual shall be able to challenge compliance with this Policy and PIPEDA and/or PIPA to the designated individual accountable for compliance.
- 34. Procedures Upon receipt of a complaint the SARA shall:
 - a) Record the date the complaint is received;
 - b) Notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
 - c) Acknowledge receipt of the complaint by way of telephone conversation and clarify the nature of the complaint within three (3) days of receipt of the complaint;
 - d) Appoint an investigator using staff or an independent investigator, who shall have the skills necessary to conduct a fair and impartial investigation and shall have unfettered access to all relevant file and personnel, within ten (10) days of receipt of the complaint;
 - e) Upon completion of the investigation and within twenty-five (25) days of receipt of the complaint, the investigator will submit a written report to the SARA; and
 - f) Notify the complainant to the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures within thirty (30) days of receipt of the complaint.
- 35. Whistleblowing The SARA shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any director, officer, employee, committee member volunteer, trainer, contractor, and other decision-maker within the SARA 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 SARA has contravened or is about to contravene the Act;
 - b) Has done or stated an intention of doing anything that is required to be done in order to avoid having any person contravene the Act; or
 - c) Has refused to do or stated an intention of refusing to do anything that is in contravention of the Act.

IP Address

36. IP Address – The SARA does not collect, use or disclose personal information such as an IP Address.

Applicable Law

37. <u>Applicable Law</u> – The SARA website is created and controlled by the SARA in the province of Alberta. As such, the laws of the province of Alberta shall govern these disclaimers, terms and conditions.

Impairment and Accommodation Policy

Definitions

- 1. The following terms have these meanings in this Policy:
 - a) **Accommodation** The obligation to take steps to adjust rules, policies, or practices that have a negative impact on Participants based on prohibited grounds of Discrimination
 - b) **Discrimination** Differential treatment of an individual based on one or more prohibited grounds which include race, citizenship, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, or disability.
 - c) Participants Refers to all categories of individual members and/or registrants defined in the By-laws of the SARA who are subject to the policies of the SARA, as well as all people employed by, contracted by, or engaged in activities with, the SARA including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
 - d) **Prescription Medication** throughout this Policy shall be understood to be medication that a Participant has been validly prescribed by a medical practitioner

Purpose

- 2. This Policy describes how the SARA will manage situations of impairment or potential impairment from a Participant's use of legal or illegal drugs or substances, alcohol, or prescription medication, as well as potential sanctions for Participants who are found to be impaired in a manner that contravenes this Policy or any of the SARA's relevant and applicable policies. SARA will consider athlete safety first and foremost when applying and implementing this Policy. Any person who suspects a Participant is impaired should immediately contact the SARA at president@stalbertringette.com and vicepresident@stalbertringette.com.
- 3. This Policy also describes how and when the SARA will make accommodations for Participants who require the use of prescription medication that may cause impairment or who have a diagnosed substance dependency on any legal or illegal drug or substance, alcohol, or prescription medication which may or may not cause impairment. Such substance dependency may be considered to be a disability if diagnosed by a relevant healthcare professional.

Scope and Application of this Policy

- 4. This Policy applies to all Participants.
- 5. Whenever this Policy is found to conflict with relevant and applicable legislation, the legislation shall prevail.

Impairment

6. Impairment, subject to the Accommodation section of this Policy, is not permitted.

Signs of Impairment

- 7. Signs of impairment include, but are not limited to:
 - a) Personality changes or erratic behaviour (e.g., increased personal conflicts, over-reaction to criticism);
 - b) Nervousness, sleepiness, poor memory, overly talkative, fatigued;
 - c) Acting in an unsafe manner;
 - d) Altered appearance (e.g., odour of drugs or alcohol, glassy or red eyes, sweating, unsteady gait, slurring, poor coordination or balance);
 - e) Slurred speech, rambling, confused;
 - f) Citations for driving under the influence, or tickets or arrests for other criminal acts; or
 - g) Consistent lateness, absenteeism, or reduced productivity or quality of work.

Accommodation

- 8. Participants seeking an accommodation from the SARA shall provide the SARA with documented evidence from their relevant healthcare professional with a written description of the accommodations that the Participant's healthcare professional considers to be appropriate.
- 9. If the SARA becomes aware of a medical prescription for a diagnosed medical condition, a diagnosed substance dependency, or prohibited substance use by a Participant who is an athlete (either by voluntary disclosure, complaint, or positive drug test), the SARA will follow the steps as described in the Substance Use by an Athlete section of this Policy.

Disclosing Medical Prescription/Condition

- 10. A Participant who has a medical prescription for a diagnosed medical condition that may cause impairment may be accommodated by the SARA. The SARA will provide reasonable accommodation, to the point of undue hardship, unless there is reasonable justification to consider otherwise. In these cases, the SARA will:
 - a) Discuss accommodation, based on the measures that the Participant's healthcare professional considers to be appropriate and which have been provided to the SARA by the Participant.

Disclosing Substance Dependency

- 11. A Participant who discloses a diagnosed substance dependency to the SARA will be treated with compassion and respect and may be accommodated by the SARA. The SARA will provide reasonable accommodation, to the point of undue hardship, unless there is reasonable justification to consider otherwise. In these cases, the SARA will:
 - Assist the Participant with obtaining support and resources that will accommodate their circumstances; however, such support and resources may or may not include financial resources, as determined by the SARA; and
 - b) Discuss accommodation, based on the measures that the Participant's healthcare professional considers to be appropriate and which have been provided to the SARA by the Participant.

SARA Becomes Aware of Substance Dependency

- 12. The SARA is aware that not all Participants will disclose a diagnosed substance dependency. The SARA understands that it has a duty to inquire when it recognizes **Signs of Impairment** (described in Section 8 of this Policy) that may require reasonable accommodation or for the SARA to take necessary and proportionate steps to manage a Participant's diagnosed disability.
- 13. Should the Participant display signs of impairment, but not have or admit to a diagnosed substance dependency or ask for an accommodation, the SARA will outline potential consequences of the Participant's behaviour (such as sanctions, complaints, or dismissal in the case of an employee or contractor).

Procedures

- 14. Any medical information voluntarily shared by the Participant with the SARA will not be disclosed to any third-parties who are not directly involved with the Participant's accommodation.
- 15. After reviewing written documentation from a Participant's physician or healthcare professional, the SARA will provide reasonable accommodation for the Participant, to the point of undue hardship or there is reasonable justification to consider otherwise.

- 16. In preparation for the accommodation, the SARA will review the Participant's tasks and objectives and determine what needs to be accommodated, and what can and cannot be accommodated. Such determinations will form the basis of the Participant's accommodation plan.
- 17. A Participant's accommodation plan should:
 - a) Be completed and signed by the SARA, the Participant, and the Participant's supervisor (if any);
 - b) Identify the specific accommodation measures or solutions;
 - c) Be flexible;
 - d) Identify certain behaviours that may be significant; and
 - e) If necessary, describe a 'return to participation agreement' in the event of a prolonged absence.
- 18. If the SARA provides accommodation to a Participant who may be impaired from the use of prescription medication for a diagnosed medical condition, or who has a diagnosed substance dependency defined as a disability, this will not preclude the SARA from imposing sanctions against the Participant as described in this Policy and/or the *Discipline and Complaints Policy* and as may be applicable and necessary in the circumstances.

Substance Use by an Athlete

- 19. The SARA is committed to clean sport and endorses the 2021 Canadian Anti-Doping Program and the World Anti-Doping Code. The SARA confirms that it has adopted and/or commits to respect the 2021 CADP as its primary domestic anti-doping policy.
- 20. Athletes are responsible for knowing whether they are using or will need to use any prescription medication(s) that contain prohibited substances. The current List of Prohibited Substances can be found online on website of the World Anti-Doping Agency or the Canadian Centre for Ethics in Sport.
- 21. The SARA will approach certain substance use by athletes in the following manner:
 - a) Athlete requires the use of a prescription medication that contains a prohibited substance the athlete must consult with the Canadian Centre for Ethics and Sport ("CCES") to determine whether the athlete can obtain a Therapeutic Use Exemption.
 - b) Athlete requires the use of a prescription medication that may cause impairment the SARA shall determine whether the athlete may continue to train or compete while using a prescription medication that may cause impairment or whether any accommodations can be made while the athlete requires the use of the prescription medication. Such a determination will be made by the SARA following consultation with relevant medical professionals and in consideration of the safety of the athlete and other participants.
 - c) Athlete reveals diagnosed substance dependency the SARA will provide the athlete with any assistance and/or resources that it can reasonably provide; direct the athlete to healthcare professionals as appropriate. Depending on the dependency, the SARA may or may not decide to prohibit the athlete from participating in training or competitions, either as a sanction (as described in this Policy or in any other relevant and applicable policy, including the SARA's Discipline and Complaints Policy) or as a preventive safety measure for the athlete or for the safety of other participants, or impose any other Sanction permitted by a relevant and applicable policy.
 - d) Athlete has positive drug test the SARA will respect to the 2021 Canadian Anti-Doping Program, as well as its own policies for Anti-Doping and Discipline and Complaints (as applicable), and any direction or sanction from the CCES or the World Anti-Doping Agency.

Sanctions

- 22. The SARA may apply sanctions in the following circumstances:
 - a) When a Participant is impaired;
 - b) When a Participant impairment violates the Code of Conduct and Ethics; or

- c) When a Participant who has been provided an accommodation performs tasks that are outside the scope of that accommodation
- 23. Sanctions that may be imposed include:
 - a) Removal (by sending the Participant home with appropriate transportation, if necessary);
 - b) Temporary suspension;
 - c) Temporary suspension from participation (until a complaint is filed under the terms of the SARA's *Discipline* and Complaints Policy);
 - d) Temporary suspension of membership benefits or privileges (until a complaint is filed under the terms of the *Discipline and Complaints Policy*);
 - e) If the Participant is an employee or contractor, requiring a fitness for work assessment;
 - f) If the Participant is an employee or contractor, a leave of absence (with or without pay, depending on the circumstances) pending further investigation; or
 - g) If the Participant is an employee or contractor, discipline pursuant to the SARA's policies for human resources or the Participant's Employment Agreement or Contractor Agreement (as applicable)
- 24. Additional sanctions may be applied if the SARA (or another Participant) submits a complaint against the Participant under the *Discipline and Complaints Policy*.

References

- 25. the SARA consulted the following references in the development of this Policy:
 - a) Blazing the Trail What the legalization of cannabis means for Canadian employers (Conference Board of Canada, 2018)
 - b) Impaired at Work A guide to accommodating substance dependence (Canadian Human Rights Commission, 2017)
 - c) Workplace Strategies: Risk of Impairment from Cannabis (Canadian Centre for Occupational Health and Safety, 2018)

Concussion Policy

Preamble

- 1. This Policy is based on the 5th Consensus Statement on Concussion in Sport that was released in April 2017. This Policy interprets the information contained in the report that was prepared by the 2017 Concussion in Sport Group (CISG), a group of sport concussion medical practitioners and experts, and adapts concussion assessment and management tools.
- 2. The CISG suggested 11 'R's of Sport-Related Concussion ("SRC") management to provide a logical flow of concussion management. This Policy is similarly arranged. The 11 R's in this Policy are: Recognize, Remove, Re-Evaluate, Rest, Rehabilitation, Refer, Recover, Return to Sport, Reconsider, Residual Effects, and Risk Reduction.
- 3. A concussion is a clinical diagnosis that can only be made by a physician or nurse practitioner. The SARA accepts no liability for Participants or other individuals in their use or interpretation of this Policy.

Definitions

- 4. Terms in this Policy are defined as follows:
 - a) **Participants** Refers to all categories of individual members and/or registrants defined in the By-laws of the SARA who are subject to the policies of the SARA, including, but not limited to athletes, coaches, instructors, officials, volunteers, and judges
 - b) **Suspected Concussion** Means the recognition that an individual appears to have either experienced an injury or impact that may result in a concussion or who is exhibiting unusual behaviour that may be the result of concussion.
 - c) **Sport-Related Concussion ("SRC")** A sport-related concussion is a traumatic brain injury induced by biomechanical forces. Several common features that may be used to define the nature of a SRC may include:
 - i. Caused either by a direct blow to the head, face, neck or elsewhere on the body with an impulsive force transmitted to the head.
 - ii. Typically results in the rapid onset of short-lived impairment of neurological function that resolves spontaneously. However, in some cases, signs and symptoms evolve over a number of minutes to hours
 - iii. May result in neuropathological changes, but the acute clinical signs and symptoms largely reflect a functional disturbance rather than a structural injury and, as such, no abnormality may be visibly apparent
 - iv. Results in a range of clinical signs and symptoms that may or may not involve loss of consciousness. Resolution of the clinical and cognitive features typically follows a sequential course. However, in some cases symptoms may be prolonged.

Purpose

- 5. The SARA is committed to ensuring the safety of those participating in the sport of ringette. The SARA recognizes the increased awareness of concussions and their long-term effects and believes that prevention of concussions is paramount to protecting the health and safety of Participants.
- 6. This Policy provides guidance in identifying common signs and symptoms of a concussion, protocol to be followed in the event of a possible concussion and return to participation guidelines should a concussion be diagnosed. Awareness of the signs and symptoms of concussion and knowledge of how to properly manage a concussion is critical to recovery and helping to ensure the individual is not returning to physical activities too soon, risking further complication.

Recognizing Concussions

- 7. If any of the following **red flags** are present, an ambulance should be called and/or an on-site licensed healthcare professional should be summoned:
 - a) Neck pain or tenderness
 - b) Double vision
 - c) Weakness or tingling / burning in arms or legs
 - d) Severe or increasing headache
 - e) Seizure or convulsion
 - f) Loss of consciousness
 - g) Deteriorating conscious state
 - h) Vomiting more than once
 - i) Increasingly restless, agitated, or combative
 - j) Getting more and more confused
- 8. The following **observable signs** may indicate a possible concussion:
 - a) Lying motionless on the playing surface
 - b) Slow to get up after a direct or indirect hit to the head
 - c) Disorientation or confusion / inability to respond appropriately to questions
 - d) Blank or vacant look
 - e) Balance or gait difficulties, motor incoordination, stumbling, slow laboured movements
 - f) Facial injury after head trauma
- 9. A concussion may result in the following **symptoms**:
 - a) Headache or "pressure in head"
 - b) Balance problems or dizziness
 - c) Nausea or vomiting
 - d) Drowsiness, fatigue, or low energy
 - e) Blurred vision
 - f) Sensitivity to light or noise
 - g) More emotional or irritable
 - h) "Don't feel right"
 - i) Sadness, nervousness, or anxiousness
 - j) Neck pain
 - k) Difficulty remembering or concentrating
 - I) Feeling slowed down or "in a fog"
- 10. Failure to correctly answer any of these **memory questions** may suggest a concussion:
 - a) What venue are we at today?
 - b) What is your name?
 - c) What day is it?

Removal from Sport Protocol

- 11. In the event of a Suspected Concussion where there are **observable signs** of a concussion, **symptoms** of a concussion, or a failure to correctly answer **memory questions**, the Participant should be immediately removed from participation by a designated person.
- 12. After removal from participation, the following actions should be taken:
 - a) The designated person who removed the Participant should consider calling 9-1-1;
 - b) the SARA must make and keep a record of the removal;
 - c) The designated person must inform the Participant's parent or guardian if the Participant is younger than 18

- years old, and the designated person must inform the parent or guardian that the Participant is required to undergo a medical assessment by a physician or nurse practitioner before the Participant will be permitted to return to participation; and
- d) The designated person will remind the Participant, and the Participant's parent or guardian as applicable, of the SARA's Return-to-Sport protocol as described in this Policy.
- 13. Participants who have a Suspected Concussion and who are removed from participation should:
 - a) Be isolated in a dark room or area and stimulus should be reduced
 - b) Be monitored
 - c) Have any cognitive, emotional, or physical changes documented
 - d) Not be left alone (at least for the first 1-2 hours)
 - e) Not drink alcohol
 - f) Not use recreational/prescription drugs
 - g) Not be sent home by themselves
 - h) Not drive a motor vehicle until cleared to do so by a medical professional
- 14. A Participant who has been removed from participation due to a suspected concussion should not return to participation until the Participant has been assessed medically, preferably by a physician who is familiar with the Sport Concussion Assessment Tool 5th Edition (SCAT5) (for Participants over the age of 12) or the Child SCAT5 (for Participants between 5 and 12 years old), even if the symptoms of the concussion resolve.

Re-Evaluate

15. A Participant with a Suspected Concussion should be evaluated by a licensed physician or nurse practitioner who should conduct a comprehensive neurological assessment of the Participant and determine the Participant's clinical status and the potential need for neuroimaging scans.

Rest and Rehabilitation

- 16. Participants with a diagnosed SRC should rest during the acute phase (24-48 hours) but can gradually and progressively become more active so long as activity does not worsen the Participant's symptoms. Participants should avoid vigourous exertion.
- 17. Participants must consider the diverse symptoms and problems that are associated with SRCs. Rehabilitation programs that involve controlled parameters below the threshold of peak performance should be considered.

Refer

18. Participants who display persistent post-concussion symptoms (i.e., symptoms beyond the expected timeline for recovery – 10-14 days for adults and 4 weeks for children) should be referred to physicians with experience handling SRCs.

Recovery and Return to Sport

- 19. SRCs have large adverse effects on cognitive functioning and balance during the first 24-72 hours after injury. For *most* Participants, these cognitive defects, balance and symptoms improve rapidly during the first two weeks after injury. An important predictor of slower recovery from an SRC is the severity of the Participant's initial symptoms following the first few days after the injury.
- 20. The table below represents a graduated return to sport for most Participants, in particular those that did not experience high severity of initial symptoms after the following the first few days after the injury.

Stage	Aim	Activity	Stage Goal
1	Symptom-limited activity	Daily activities that do not provoke symptoms	Gradual reintroduction of work/school activities
2	Light aerobic exercise	Walking or stationary cycling at slow to medium pace. No resistance training	Increase heart rate
3	Sport-specific exercise	Light drills. No head impact activities	Add movement
4	Non-contact training drills	Harder training drills. May start progressive resistance training	Exercise, coordination and increased thinking
5	Full contact practice	Following medical clearance, participate in normal training activities	Restore confidence and assess functional skills by coaching staff
6	Return to sport	Normal participation	

Table 1 – Return to Sport Strategy

- 22. An initial period of 24-48 hours of both physical rest and cognitive rest is recommended before beginning the Return to Sport strategy.
- 23. There should be at least 24 hours (or longer) for each step. If symptoms reoccur or worsen, the Participant should go back to the previous step.
- 24. Resistance training should only be added in the later stages (Stage 3 or Stage 4).
- 25. If symptoms persist, the Participant should return to see a physician.
- 26. The Participant's Return-to-Sport strategy should be guided and approved by a physician or nurse practitioner with regular consultations throughout the process.
- 27. The Participant must provide the SARA with a medical clearance form, signed by a physician or nurse practitioner, following Stage 5 and before proceeding to Stage 6.

Reconsider

- 28. The 2017 Concussion in Sport Group (CISG) considered whether certain populations (children, adolescents, and elite athletes) should have SRCs managed differently.
- 29. It was determined that all Participants, regardless of competition level, should be managed using the same SRC management principles.
- 30. Adolescents (13 to 18 years old) and children (5 to 12 years old) should be managed differently. SRC symptoms in children persist for up to four weeks. More research was recommended for how these groups should be managed differently, but the CISG recommended that children and adolescents should first follow a Return to School strategy before they take part in a Return to Sport strategy. A Return to School strategy is described below.

Stage	Aim	Activity	Stage Goal
1	Daily activities at home that do not give the child symptoms	Typical activities of the child during the day as long as they do not increase symptoms (e.g., reading, texting, screen time). Start with 5–15 min at a time and gradually build up	Gradual return to typical activities

2	School activities	Homework, reading or other cognitive activities outside of the classroom	Increase tolerance to cognitive work
3	Return to school part- time	Gradual introduction of schoolwork. May need to start with a partial school day or with increased breaks during the day	Increase academic activities
4	Return to school full time	Gradually progress school activities until a full day can be tolerated	Return to full academic activities and catch up on missed work

Table 2 - Return to School Strategy

Residual Effects

31. Participants should be alert for potential long-term problems such as cognitive impairment and depression. The potential for developing chronic traumatic encephalopathy (CTE) should also be a consideration, although the CISG stated that "a cause-and-effect relationship has not yet been demonstrated between CTE and SRCs or exposure to contact sports. As such, the notion that repeated concussion or subconcussive impacts cause CTE remains unknown."

Risk Reduction and Prevention

32. the SARA recognizes that knowing a Participant's SRC history can aid in the development of concussion management and the Return to Sport strategy. The clinical history should also include information about all previous head, face, or cervical spine injuries. The SARA encourages Participants to make coaches and other stakeholders aware of their individual histories.

Non-Compliance

33. Failure to abide by any of the guidelines and/or protocols contained within this policy may result in disciplinary action in accordance with the *Discipline and Complaints Policy*.

Gender Identity Eligibility Guidelines

The SARA adopts the Ringette Alberta Inclusion Policy as its own. Where necessary, the use of the name Ringette Alberta will be replaced with SARA.

Modification History

Date	Nature of Change		
August 2023	Approved in full to replace previous related policies and procedures		