



Winnipeg Youth Soccer Association
Winnipeg, Manitoba, Canada

POLICIES
AND
PROCEDURES

POLICIES AND PROCEDURES

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ARTICLE 1: PRIVACY POLICY

1.1 BACKGROUND

The Winnipeg Youth Soccer Association (WYSA) was created in 1982 to coordinate the operation of youth soccer within the City of Winnipeg and its surrounding areas. It has created and operates, with the help of its district members, a league structure for boys and girls aged 9 to 18. The goal of WYSA Inc. is to make available to all boys and girls, in the area, an opportunity to play the game in an environment commensurate with their skills and interests. The association also plans for the future of the game in the city. In addition to those structures now in operation, WYSA Inc. looks forward to the day when Soccer becomes a truly year-round sport, with an Indoor program to rival the Outdoor program

1.2 PURPOSE OF THIS POLICY

WYSA has developed this Privacy Policy for implementation beginning January 1, 2004. This Policy describes the way that WYSA collects, uses, retains safeguards, discloses, and disposes of the personal information of prospective members, members, and others including players, coaches, referees, managers, and volunteers.

This Policy describes the way that WYSA will, subject to applicable legal requirements, adhere to all relevant federal and provincial legislative privacy requirements. The Policy follows the 10 Canadian Standards Association (CSA) principles identified in the federal Personal Information Protection and Electronic Documents Act (PIPEDA). The Policy describes each principle and the method of implementing each. WYSA will strive to meet or exceed federal and provincial legislative requirements and will ensure that it remains current with changing technologies and laws.

1.3 ACCOUNTABILITY

- 1.3.1 WYSA will appoint a staff person (the "Privacy Officer") whose responsibilities will include those of the implementation and monitoring of the WYSA Privacy Policy. The Privacy Officer will be responsible for WYSA's compliance with privacy principles. This person will also be responsible for responding to access requests in accordance with this Policy. The Privacy Officer will report to the President and the ultimate responsibility for Privacy issues will rest with

WYSA Board of Directors. The Privacy Officer may at his/her discretion enlist assistance from other staff members and/or volunteers within the organization. This will not in any manner mitigate his/her responsibility for Privacy issues.

1.3.2 The Privacy Officer's identity will be fully disclosed and publicly accessible to WYSA's members and the public in general. WYSA's Privacy Officer is the Executive Director and can be reached at wysa@wpgsoccer.com, or by phone at 204-233-8899.

1.3.3 WYSA's Privacy Officer will ensure that WYSA manages all personal information in its possession in accordance with this Policy including that, which may be transferred to a third party. Third party organizations that handle information on behalf of WYSA shall be contractually obligated to adhere to the standards of WYSA.

1.3.4 WYSA will implement internal policies, which will facilitate adherence to this Privacy Policy including but not limited to the following:

(i) Security measures at all levels designed to protect personal information in our possession.

(ii) Implementing procedures designed to respond to complaints and/or inquiries.

(iii) Staff training in all facets of information management, including awareness of WYSA's Privacy Policy and policies and procedures developed in accordance with the Policy.

1.4 IDENTIFYING PURPOSES, TYPES OF INFORMATION COLLECTED AND WEBSITE

1.4.1 WYSA shall only collect the information reasonably necessary to conduct Soccer Programming. Access to our Privacy policies and procedures will be readily available. Similarly, the process by which challenges may be made to WYSA's compliance and/or adherence to the legislation in question shall be readily available and transparent. To obtain further information, contact WYSA's Privacy Officer, at wysa@wpgsoccer.com, or by phone at 204-233-8899.

1.4.2 WYSA collects personal information from players, prospective members, members, coaches, referees, managers, and volunteers for the purpose of registration into the WYSA system and conducting Soccer Programming throughout WYSA, Manitoba Soccer Association (MSA) and Canada Soccer Association (CSA).

Specifically:

- (i) Personal information collected for the purposes of soccer registrations will be provided to the MSA, and the CSA upon their request.
- (ii) A player's name, address and date of birth are collected to determine that the player's geographical, division of play and level of play information are consistent with WYSA regulations.
- (iii) Historical information concerning past teams played for is collected in order to determine if any WYSA transfer regulations may apply.
- (iv) Information as to a player's parents' name, address, telephone numbers and email addresses may be collected in order to facilitate emergency contact information as well as to ensure compliance with Winnipeg Youth Soccer Association residency regulations.
- (v) Educational information may be collected in order to ensure all WYSA residency regulations have been adhered to.
- (vi) E-mail addresses may be collected for the purposes of facilitating membership communication related to upcoming events and programs.
- (vii) Information about skill levels, ability, emergency contacts and health to ensure our activities are carried out in a safe and secure environment.
- (viii) Personal information collected for the purposes of soccer registrations may also be used for soccer specific research purposes including but not necessarily limited to soccer demographic type research.
- (ix) Affiliates: WYSA has numerous organizations, which offer soccer programs under the auspices of WYSA. These include the Golden Boy International Soccer Tournament, and District associations and leagues. WYSA discloses the personal information described in paragraph 2.2 to all these organizations in order to facilitate Soccer Programming and ensure compliance with rules and regulations.
- (x) Potential and actual insurance claims and the subsequent investigation thereof.

(xi) Appeals and regulations challenges as well as information collected to defend WYSA against legal action brought against WYSA.

- 1.4.3 WYSA will endeavor through its member associations/leagues to advise potential registration candidates of the purpose for the collection of the data requested at the time of registration or by reference to our web site at wysa@wpgsoccer.com. We will further endeavor to ensure that all collectors of the personal information are familiar with the potential use of the personal data. All personal data collected by WYSA shall be maintained in either of its office.
- 1.4.4 WYSA will request individually permission for the use of any personal data collected which is extraneous to that which has been identified above, unless said usage is authorized by law.
- 1.4.5 WYSA may also use information about an individual who accesses secure areas of www.winnipegyouthsoccer.com. Information you are asked to provide during your use of our web site may include your name, address, e-mail address, age, sex [and the other types of personal information listed in paragraph 2.2]. All such personal information will be treated within the same parameters as other personal information collected by WYSA through other means. It is always your choice to provide information in certain fields although failure to complete certain sections may inhibit your ability to fully access all areas of the web site. Our web site also collects non-identifiable information about users such as the users IP address, the sections of the web site visited, and the information downloaded. WYSA may use this non-identifiable information and disclose it to service providers, for system administration purposes and to improve the web site.

1.5 CONSENT

- 1.5.1 WYSA will use the personal information for the uses specified above in section 2 and in Sections 3.2 and 3.3 below. By providing your information to WYSA or its districts, leagues and associations, you are deemed to consent to our and their use of the information for the purposes of Soccer Programming listed in Section 2 of this Privacy Policy and to disclosure of the information to other associated organizations for the same purpose.
- 1.5.2 In addition to using personal information for Soccer Programming purposes, WYSA may from time to time wish to use member name, address and contact information for the purposes of

providing promotional opportunities, including by providing the information to WYSA's districts, leagues and associations and other third parties whom WYSA believes provide services or goods that may be of interest to you. WYSA and any such third parties may contact you to with promotions [or to provide further soccer specific communications and association/league information updates].

- 1.5.3 WYSA recognizes that soccer by its nature is a contact sport and injuries are to a certain extent inherent in the game. We believe medical records, medical history and medical forms of the individual may be of assistance in an emergency and therefore we may request them. While our members and prospective members are under no obligation whatsoever to supply this information and may refuse to do so without penalty, WYSA will consider receipt of this information as consent for its subsequent use in an emergency medical situation.
- 1.5.4 If at any time you wish to withdraw your consent to the use of your information for any purposes, you may do so by contacting the Privacy Officer for WYSA. We will do our best to accommodate your request in a timely fashion, but your withdrawal of consent may diminish the services we provide to you. We will explain to you the impact of your withdrawal on any services we provide to you.
- 1.5.5 WYSA may collect personal information without consent where reasonable to do so and where permitted by law.

1.6 LIMITING COLLECTION

- 1.6.1 All information shall be collected fairly and lawfully within the criteria as set forth in our Privacy Policy.
- 1.6.2 WYSA shall not indiscriminately collect information. The amount and type of information we collect shall be limited to that which is required to fulfill our identified purposes.
- 1.6.3 WYSA will not use any form of deception in gaining personal information from its members.

1.7 LIMITING USE, DISCLOSURE AND RETENTION

- 1.7.1 Subject to applicable legislation, WYSA shall limit use of personal information it collects to purposes that we have disclosed in Sections 2 (Identifying Purposes) and 3.2, Consent.

1.7.2 WYSA shall maintain documents for certain periods of time dependent upon necessity.

Specifically:

- (i) We will normally maintain registration data for a three-year period after an individual has left our programs in the event that an individual chooses to return to our programs after leaving.
- (ii) Parental/family information will be normally maintained for a similar three-year period after a member has left our programs.
- (iii) Affiliates. WYSA has organizations, which offer soccer programs under the auspices of WYSA. As explained above, WYSA may from time to time share information with these associations, and leagues in order to facilitate Soccer Programming and ensure compliance with rules and regulations.
- (iv) WYSA may from time to time enlist the services of third-party vendors in order to provide soccer programs, technical and support services. Prior to enlisting the services of these firms, we will contractually commit them to treat your personal information consistent with the Privacy Policy of WYSA.
- (v) WYSA may at some point be involved in the sale, merger, transfer, or reorganization of its activities. We may disclose personal information to the other party in such a transaction. WYSA will ensure that we contractually obligate the other party to treat this information in a manner consistent with our Privacy Policy.
- (vi) WYSA may disclose your personal information to a government authority that has asserted its lawful authority to obtain the information or where the association has reasonable grounds to believe the information could be useful in the investigation of an unlawful activity, or to comply with a subpoena or warrant or an order made by the court, person, or body with jurisdiction to compel the production of the information or otherwise as permitted by applicable law.
- (vii) WYSA may at its discretion release personal information for the purposes of collecting debts, which may be owed to WYSA.
- (viii) Certain documents may be subject to legislated retention periods either federally or provincially and these will always be respected by WYSA.

1.8 ACCUARCY

- 1.8.1 WYSA shall strive to ensure to the extent it can that the information entrusted to us is maintained in an accurate manner. We shall try to maintain the interests of the individual and attempt to ensure that decisions are not made for or about an individual based on personal information that is flawed.
- 1.8.2 WYSA shall only update information in the event of a renewal or registration and/or an update.

1.9 SAFEGUARDS

- 1.9.1 Security safeguards have been implemented to ensure your personal information is protected from theft as well as unauthorized access, disclosure, copying, use or modification thereof.
- 1.9.2 The level of safeguards employed shall be directly related to the level of sensitivity of the personal information collected. The more sensitive the information, the higher the level of security employed.
- 1.9.3 Methods of protection and safeguards to be employed shall include but in no way be necessarily limited to locked files, offices and storage areas, security clearances and need to know access as well as technological measures such as passwords and encryption.

1.10 OPENNESS

- 1.10.1 WYSA publicly discloses the methods by which we handle your personal information. This information is readily available through our Privacy Policy, on our web site or upon request by contacting WYSA's Privacy Officer at wysa@wpgsoccer.com or by phone at 204 -233-8899.
- 1.10.2 The information available includes: The name address and phone number of the WYSA Privacy Officer; The forms which you may use to access your information or change your information. A description of the type of personal information held by WYSA and our general uses thereof. This includes registration information, including name, date of birth, address, past teams played on, medical information and e-mail addresses information used for scouting, potential sponsorship opportunities, donors, alumni, and information retained for the purposes of WYSA business contacts. Information that may be made available to related organizations, associations, leagues, and/or third-party service providers, in accordance with the provisions of this Privacy Policy.

1.11 INDIVIDUAL ACCESS

- 1.11.1 Subject to applicable legislation, upon request by the individual concerned WYSA shall disclose whether it holds personal information on an individual. We shall disclose the source of this information when requested and provide an account of third parties to whom the information may have been disclosed.
- 1.11.2 WYSA may request enough information to confirm your identity before releasing your personal information to you.
- 1.11.3 Subject to applicable legislation, WYSA shall endeavor to provide this information within 30 days of receipt of the information requested and only charge nominal fees for the purpose of offsetting its expenses incurred in supplying the requested information. This information shall be provided in an understandable format; at the time you make a request.
- 1.11.4 Any inaccurate information that is brought to our attention shall be corrected by WYSA as quickly as possible and any pertinent third parties shall be apprised of the corrections in due course.

1.12 CHALLENGING COMPLIANCE

- 1.12.1 WYSA has in place procedures for the resolution of grievances in the administration of its Privacy Policy.
- 1.12.2 An individual may challenge WYSA's compliance with this policy and PIPEDA, by submitting the challenge in writing.
- 1.12.3 Upon receipt of a written complaint, WYSA will:
 - (i) Record the date the complaint was received;
 - (ii) Notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
 - (iii) Acknowledge receipt of the complaint by way of telephone conversation and clarify the nature of the complaint within three days of receipt of the complaint;

(iv) Appoint an investigator using WYSA personnel or an independent investigator, who will have the skills necessary to conduct a fair and impartial investigation, and who will have unfettered access to all files and personnel, within ten (10) days of receipt of the complaint.

(v) Upon completion of the investigation and within twenty-five (25) days of receipt of the complaint, the investigator will submit a report to WYSA.

(vi) Notify the complainant of 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.

1.13 APPEAL

An individual may appeal a decision made by WYSA under this Policy, in accordance with WYSA's policy for appeals.

ARTICLE 2: TEAM TRAVEL

2.1 TEAM TRAVEL APPLICATIONS

When teams are requesting to receive permission from WYSA to participate in tournaments/exhibition match(es) and/or events outside of Manitoba from WYSA, the following must be complied with:

- (a) All teams must complete the MSA's Team Travel Application form, with supporting documents, and submit to their District Association for approval prior to applying to WYSA for approval. Once authorized by the District Association, WYSA will review the application. All Team Travel Applications must be received no later than 15 days prior to departure. Approval will not be granted if the tournament/exhibition/event is not sanctioned by the State/Provincial Association. WYSA will suspend the team officials of any team that knowingly participates in a non-sanctioned tournament/event for bringing the game into disrepute. Coaches must be responsible to make certain that the events they participate within are properly sanctioned.
- (b) All scheduled games during the team absence must be rescheduled and all arrangements are to be made by the team looking to travel. The traveling team(s) coach must secure the permission from the opposition coach to reschedule the game(s), and agreement for a date and time.
- (c) If a mutually agreeable date(s), location and/or time by the coaches involved cannot be established, WYSA may arbitrate on these matters.
- (d) Failure to abide by the above will result in the game(s) in question being forfeited by the traveling team(s).
- (e) Team travel application forms must be filled out and signed by the traveling team's District Association, WYSA and the MSA.
- (f) During the Indoor season WYSA cannot guarantee the rescheduling of any matches due to facility availability.

2.2 TRAVELING RULES

All players and teams registered with WYSA who travel and take part in tournament or exhibition games in or out of the Province will be governed by the following regulations:

- (a) Team officials will be held responsible for their players conduct both on and off the field.
- (b) Players will not partake in any alcoholic beverage during tournaments.
- (c) A curfew will also be in effect during tournaments. Players must be in their own rooms by 11:00 p.m.

2.3 NON-CONFORMANCE

Players and team officials found guilty of improper conduct will be subject to the following discipline:

- (a) When the offense takes place out of the Province, officials or players will be suspended from further participation and sent home at the earliest possible time.
- (b) Players and officials would be subject to further discipline upon review of the reports by the WYSA Disciplinarian.
- (c) Players discipline would consist of suspension for the balance of the season or for the following season from participating with teams taking part in this type of competition.
- (d) Team officials found guilty upon review of reports by the WYSA Disciplinarian, will be suspended from 1-5 years for all events of this nature.

2.4 REPORT

The traveling team manager and/or coach will be required to give a written post event report within four weeks of return. This is to be submitted to the WYSA Office

2.5 TOURNAMENT/EXHIBITION/EVENT HOSTING GUIDELINES

All members of WYSA shall be required to complete the MSA's Application to Host a Tournament/Exhibition/Event Application on the prescribed application form, which is available from the Manitoba Soccer Association when hosting a sanctioned Tournament, Exhibition match, and/or event. All requests by WYSA members must be approved by WYSA prior to submission for approval to the MSA.

2.6 OUT OF PROVINCE TOURNAMENTS

Provincial approval is required to prevent conflicts with teams or players who may be obligated to Provincial Championships or to Provincial teams. Be sure to read rules and regulations for traveling teams below and on the reverse of page one (1) of the Canadian Soccer Association application. C.S.A. /M.S.A. Approval means all teams and players participating in the tournament must be registered with their own State/Provincial Association. District Association approval means your District or W.Y.S.A. This is to prevent conflict with District or W.Y.S.A. League play, as a team first obligation is to the League in which it plays. If you have decided to travel, please read the procedures outlined below and contact the Manitoba Soccer Association. Any teams wishing to travel outside the Province or host a team from outside the Province must complete a C.S.A. application for travel form. In Province travel and exhibition game permission is not required for games against affiliated teams.

- (a) Only players that are registered with your team may play for your team. Suspended players may not play in tournaments. If such occurs a team may be suspended.
- (b) Reports, of misbehavior and misconduct both on and off the field will be dealt with by the Provincial Association.
- (c) Special permission is required for games against non-affiliated teams.

2.7 PREMIER LEAGUE TRAVEL POLICY

As part of fostering competitive development and providing unique opportunities for players, the Winnipeg Youth Soccer Association (WYSA) mandates the following policy for U13-U17 Premier League teams traveling for league matches:

1. Travel Requirement

U13-U17 Premier League teams may be required to travel to organizations located outside their province of residence to participate in designated league matches.

2. Equitable Participation

Participation in out-of-province travel will not be required of all Member Organizations every

year. WYSA will ensure a fair and equitable selection process for assigning travel opportunities among its Member Organizations from year to year.

3. Adherence to WYSA Guidelines

All WYSA Rules & Regulations, Policies & Procedures, and By-Laws must be strictly adhered to during travel and when participating in out-of-province matches.

4. Responsibility for Travel Costs

Member Organizations are responsible for covering all costs associated with traveling outside Manitoba, including but not limited to transportation, accommodation, meals, and any additional expenses incurred.

Member Organizations that fail to adhere to the terms of this policy will be subject to sanctions as outlined in the WYSA Rules & Regulations concerning forfeits. Member Organizations may face further disciplinary action at the discretion of the Disciplinarian, depending on the severity of the non-compliance. Additionally, Member Organizations must adhere to this policy as an agreed upon condition of their membership with WYSA.

2.8 TEAM TRAVEL APPLICATION

The Team Travel Application is available from the Manitoba Soccer Association. When traveling outside Canada, youth teams are required to make application to the Canadian Soccer Association as well as the Manitoba Soccer Association.

2.9 TRAVEL REQUIREMENTS

(a) Any team/club wishing to travel must be of record for at least one year as affiliated members of the Manitoba Soccer Association and provide a playing history of the team's accomplishments.

(b) Any application to travel within North America must be received by the Association 30 days prior to the event. An application to travel outside North America must be received by the Association 90 days prior to the event.

- (c) The tournament invitation, rules, entry form etc. must be submitted along with the application to travel form.
- (d) It is the responsibility of the club to ensure that the tournament they are participating in is sanctioned by the appropriate Governing Body. (i.e.: C.S.A., M.S.A., W.Y.S.A., District)
- (e) If you wish to travel during the duration of the Manitoba Cup, you may have to forfeit your place in the cup, as cup games will not be re-scheduled to accommodate traveling teams. This is to alleviate the many Manitoba Soccer Association Cup “no-shows” which occur every year. If, however, due to prior travel commitments, you provide enough proof that your arrival and departure dates do not conflict with the M.S.A. Cup dates, you may be considered eligible.
- (f) All travel requests require District Association, WYSA and M.S.A. approval. For travel requests outside Canada, Canadian Soccer Association approval is also needed.
- (g) The M.S.A. Constitution overrides any out of province tournament rules that do not comply.
- (h) A team may only use the players that are registered with them. Under no circumstances may other players be borrowed from other teams for tournament purposes.
- (i) Teams must submit a post-tournament report within 14 days of returning from the tournament.

2.10 WYSA DISCIPLINE

WYSA will suspend the coach of any team that knowingly participates in a non-sanctioned tournament/event. Suspension will be up to one (1) year. Coaches must be responsible to make certain that the events they participate within are properly sanctioned.

2.11 HOSTING EXHIBITION GAME REQUIREMENTS

- (a) Definition; an exhibition game(s) takes place between two or three teams.
- (b) An application to host an exhibition game must be received by the Association 30 days prior to the event.
- (c) All exhibition game requests require District Association, WYSA and the Manitoba Soccer Association approval.

2.12 PROCEDURE FOR COMPLETING THE APPLICATION TO TRAVEL/HOST FORM

The Community Center shall complete the ATE form and obtain approval of the District/WYSA*

IMPORTANT: The Community Center will ensure that proper medical coverage is provided for the traveling team, e.g. Blue Cross. If traveling by air, the Carrier's name and flight numbers are required for safety (emergency) purposes. It is also useful to know so that if a major international tournament is won by a Manitoba team, proper arrangements could be made to meet the winners at the airport and media notified. The number of persons traveling and total air fare costs sections should be filled out for statistical and promotional purposes. This information could be very useful in establishing discount rates with the various airlines in the future. Please attach this information to the application.

The District Association / WYSA shall check that the form is complete, sign the District Association section and forward all copies to the Association.

*District: If team is playing in District League

*W.Y.S.A.: If team is playing W.Y.S.A. League

The ASSOCIATION shall check that the form is complete and sign the M.S.A. section. Upon approval, one (1) copy will be forwarded to the club, to the manager/coach and to the District Association. In the case of a team traveling outside Canada the form will be sent to the Canadian Soccer Association for approval. In the case of hosting teams from outside Canada for exhibition games, the form will be sent to the C.S.A. for approval. The CSA shall check that the form is complete and sign the C.S.A. section. All copies will be then forwarded to the Association for distribution

2.13 OUT OF TOWN TOURNAMENTS

With the increasing popularity of soccer there has also been an increase in the number of tournaments and teams traveling. The Manitoba Soccer Association keeps a directory of tournaments, which is available on request. Following you will find information on application

to travel. This is not an effort to create more paperwork for an already overburdened coach/manager, but rather to ensure that the tournament (often in the U.S.A.) lives up to its advance billing and is sanctioned by the appropriate American or Canadian governing body.

2.14 APPLICATION PROCEDURE

Provincial approval is required to prevent conflicts with teams or players who may be obligated to Provincial Championships or to Provincial teams.

(a) Be sure to read rules and regulations for traveling teams below and on the reverse of page one (1) of the Canadian Soccer Association application.

(b) C.S.A. /M.S.A. approval means all teams and players participating in the tournament must be registered with their own State/Provincial Association. Only players that are registered with your team may play for your team. No players who are under suspension may play in tournaments. If such occurs a team may be suspended.

(c) District Association approval means your District or W.Y.S.A. This is to prevent conflict with District or W.Y.S.A. League play, as a team's first obligation is to the League in which it plays.

(d) The Travel Report Form is simply a device for collecting information on tournaments. Be sure to contact the media with results (appendix G).

(e) Reports of misbehavior and misconduct both on and off the field will be dealt with by the Provincial Association.

If you have decided to travel, please read the procedures outlined below and contact the Manitoba Soccer Association. Any teams wishing to travel outside the Province or host a team from outside the Province must complete a C.S.A. application for travel form. In Province travel and exhibition game permission is not required for games against affiliated teams. Special permission is required for games against non-affiliated teams.

2.15 WHEN APPLYING USE

Application to Travel/Host Exhibition Game Form (ATE) which is available from the Manitoba Soccer website. When traveling outside Canada, youth teams only are to use the C.S.A.

Application to Travel Form that can also be obtained from the M.S.A. office.

EXCERPTS FROM THE CANADIAN SOCCER ASSOCIATION CONSTITUTION

The following Excerpts from the C.S.A. Constitution apply to the hosting of a team from outside the province or traveling outside the province. Associations in Membership, District Associations, Leagues and Clubs wishing to participate in exhibition games outside of Canada must obtain permission in writing from the Foreign Relations Board, through the Secretary of the Association. This rule shall not apply to a club who is a member of an international league wishing to participate in an exhibition game outside of Canada with a member club of such international league in that member club's home city.

Associations in Membership, District Associations, Leagues and Clubs wishing to arrange exhibition games between their own team and teams from another National Association shall request permission in writing from the Foreign Relations Board, through the secretary of this Association, at least fourteen (14) days prior to the scheduled date of the proposed game. The Foreign Relations Board shall have full power and authority to sanction or veto any such game. Permission may be granted by the Foreign Relations Board for an additional game, involving a team from another national association which has received prior approval for a tour in Canada, providing application is made to the Foreign Relations Board at least 48 hours before the date of such a game, subject to the approval of the Association in Membership in whose territory the game is to be played. Each application to stage an exhibition game involving a Canadian team and a team from another national association shall include the following:

- (a) A duly executed agreement on the standard form contract supplied by this Association.
- (b) An application fee payable to the Association by certified cheque or money order.
- (c) In the amount of \$25.00 in case of a District Association or senior amateur club making application to play an exhibition game where an admission fee is charged.
- (d) In the amount of \$250.00 in the case of a non-amateur or professional club making application to play an exhibition game.



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Winnipeg, Manitoba, Canada R3T 1Z2
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(e) Permission granted by the Foreign Relations Board, to stage games involving teams from other national associations shall be subject to such teams having permission from their own national association to participate.

ARTICLE 3: YOUTH TO SENIOR GUESTING

Youth players in their 16th birth year and older may guest on senior teams under the following conditions:

- (a) Registered youth players may only participate with senior team(s) registered and in good standing with the Manitoba Soccer Association (MSA).
- (b) A senior club must pay the youth club of the player ten (\$10.00) dollars per match for the use of said player.
- (c) The WYSA Office may only distribute the appropriate forms to the District Clubs. Youth team coaches may obtain these forms from the person(s) designated to distribute these forms from within their District Club. The District Club only gives out forms to the youth coaching staff members. Payment is required at the time senior teams obtain the forms from the youth coaches.



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ARTICLE 4: MINI SOCCER (U5-U8)

All divisions Under 8 (U8) shall be organized by District Clubs and/or Community Clubs for girls and boys. Genders may be combined to accommodate programs. It is played on fields of reduced size, with a recommended four (4) players per side for Divisions U4, U5 and U6; and six (6) players for per side for U7 and U8, with specially designed small goals. The objective of the game is purely recreational; no league standings are kept, and players are to have equal playing time. In so far as possible, travel is kept to a minimum. Districts and/or Community Clubs will organize these programs.



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ARTICLE 5: WYSA BOUNDARIES

- 5.1 Recreational boundaries will be in effect for all age groups. A Recreational boundary shall be the area covered by a single Non-Premier/Community Centre, as defined by the City of Winnipeg Community Services Department except where the WYSA Board of Directors has specified otherwise.
- 5.2 District Club boundaries will be in effect for all Recreational players.

ARTICLE 6: APPEAL POLICY & PROCEDURES

- 6.1 A person or member of the Winnipeg Youth Soccer Association (WYSA) may submit an appeal regarding the decision of:
- a) A member of WYSA as defined in the WYSA Constitution, Article 4: Membership
 - b) The WYSA Discipline Committee

Said group shall be known as the respondent.

- 6.2 All appeals shall be made in writing to the WYSA Office.

- 6.3 The appellant, for leave to appeal to be considered, shall:
- a) Submit their appeal, to the Winnipeg Youth Soccer Association Office, within 3 business days after the issuance of the decision sought to be appealed.
 - b) The appeal shall be accompanied by a non-refundable appeal fee of two hundred dollars (\$200.00) in cash, money order or certified cheque.
 - c) The appeal shall include decision sought to be appealed, including a copy of said decision;
 - d) A concise statement of the facts;
 - e) A concise submission clearly identifying the grounds for the appeal with respect to how the decision of the member or WYSA is alleged to be wrong, and cites relevant Constitution, Bylaw and/or Rules and Regulations articles that have been breached.

While the decision is under appeal – that is you have submitted an appeal to the WYSA Office – the initial decision remains in effect until the appeal has been ruled upon.

- 6.4 For leave to appeal to be granted, the appellant must clearly identify the grounds for appealing the decision. Grounds for a leave to appeal must fall under one of the following categories:
- a) Errors alleged to have been made by the Member or WYSA Discipline Committee in procedures followed to arrive at the decision; and/or
 - b) New facts that were not available when the decision was made by the Member or WYSA Discipline Committee; and/or
 - c) An incorrect interpretation made by the Member or WYSA of the relevant published rule(s) of the Member or WYSA Discipline Committee.

In accordance with FIFA rules, decisions of the referee on points of fact connected with the play shall be final so far as the result of the game is concerned.

The appointed WYSA Appeal Chair and/or Committee may deny an appeal if they do not find any grounds for an appeal, that is, if the appeal does not fall within any of the grounds to grant a leave to appeal noted above. If the appeal is not submitted in accordance to all the steps noted above in 6.2, 6.3 and 6.4, the appeal shall be ruled out of order and not be heard.

- 6.5 Upon receipt of the appeal, WYSA shall forward a copy of the appeal to the respondent within five (5) business days. The respondent shall, within five (5) business days after receipt thereof, file its reply in writing, including all documents used in rendering the decision to the WYSA Appeal Committee Chair. Notwithstanding what is disclosed in the appeal and the reply of the respondent, the committee may make such further inquiries, as it may deem advisable. Failure of the respondent to reply within the stipulated timeline shall not prevent the appeal from proceeding.
- 6.6 The Appeal Chair and/or Committee shall have power to demand from any member involved in any appeal, dispute or investigation, all books, letters, documents, or other evidence necessary for the proper conduct of a hearing into the alleged matter.
- 6.7 The Appeal Chair and/or Committee shall review the documents provided by the appellant and respondent and decide whether to grant leave to appeal within 15 business days of the receipt of the original appeal submission from the appellant.
- 6.8 If leave to appeal is granted, the Appeal Committee shall state the reasons for granting leave, notify the appellant and the respondent if a hearing is deemed necessary; the WYSA Appeal Chair and/or Committee may at their sole discretion and without holding a hearing, decide an appeal if, based on the written documentation submitted to it, it is evident that the appeal has provided sufficient grounds to render a decision. If the Appeal Chair and/or Committee finds that the submitted written evidence is insufficient to the rendering of a decision and a hearing is required, the WYSA Appeal Committee shall determine by whom the expenses, if any, of the appeal hearing shall be borne.
- 6.9 All parties to an appeal shall be given ten (10) business days' notice of an appeal hearing. The Appeal Committee may, in appeals that require urgency, waive, or shorten this time period as they see fit.

- 6.10 The operation of the decision of the member shall not be suspended pending hearing of an appeal unless the Appeals Committee so orders.
- 6.11 All appeals pertaining to situations correctable before the commencement of the game, and coming under the jurisdiction of WYSA, shall be lodged in writing with the referee and opposing captains as a protest prior to the commencement of the game.
- 6.12 The Appeal Chair and/or Committee may uphold, reverse, or vary the decision appealed from or make such other order in the circumstances, as it deems proper.
- 6.13 The Appeal Chair and/or Committee shall provide written notification of their decision, with reasons, to the appellant, respondent, and any other relevant parties not later fifteen (15) business days after any hearing.
- 6.14 The decision of the WYSA Appeal Chair and/or Committee shall be final and binding except that the appellant may appeal the decision of the Committee to the Manitoba Soccer Association.

ARTICLE 7: FINANCES

- 7.1 Expenditures on behalf of WYSA programs and activities can only be made against budgets that have been approved by WYSA.
- 7.2 Budgets submitted for approval by WYSA must be in written form and identify the following:
 - 7.2.1 The purpose and a general description of how the funds are to be spent;
 - 7.2.2 An expiry date by which the funds are to be spent;
 - 7.2.3 The person(s) responsible for the budget.
- 7.3 The balance of any approved budget account that is not expended after the budget expire data shall be returned to general accounts.
- 7.4 Funds may only be expended for the purpose(s) for which they were approved.
- 7.5 Expenditures cannot exceed approved budget authority without the approval of WYSA. The person(s) responsible for the budget must keep track of expenditures to ensure this does not occur.
- 7.6 Requests for reimbursements, advance payments or for the payment of invoices must identify the budget accounts against which expenditures are to be charged and must be authorized in writing by the person responsible for the budget.
- 7.7 Receipts must be provided for all expenditures and shall be signed by the person responsible for the budget against which the expenditure is to be charged. If no receipt is available, a written declaration describing the expenditure and to whom it was paid must be submitted. This declaration must also be authorized by the person responsible for the budget.
- 7.8 Advances for petty cash must be accounted for with authorized receipts or declarations before any additional funds can be advanced.

ARTICLE 8: PURCHASING AND DISBURSEMENT

- 8.1 All purchases of goods or services, all payments, or any other disbursements above \$1000.00 must have the prior approval of the Board of Directors.
- 8.2 A minimum of two (2) price quotes is required for all purchases of goods or services above \$500.00. These are to be submitted to the Director of Finance, who, upon approval from the Board, will issue a purchase order to procure the requested goods or services.
- 8.3 All purchase orders and contracts shall be numbered and carry a minimum of two signatures.
- 8.4 Where unanticipated and immediate needs for goods and services are necessary to the functioning of WYSA or WYSA's programs, the Board may authorize by majority vote, expenditures up to \$1000.00 without prior approval of WYSA.
- 8.5 Any purchases or disbursements made under Section 10.4 must be reported to the Members at the next monthly meeting.

ARTICLE 9: TRANSGENDER POLICY

- 9.1 The Winnipeg Youth Soccer Association prohibits discrimination based on gender identity or any other characteristic protected under the Manitoba Human Rights Code. In order to comply with this policy and to uphold the principles of equity and inclusion, WYSA maintains the following policy to facilitate and encourage the participation of transgender students, staff, coaches, managers, trainers and any other persons associated with WYSA. This policy covers all leagues managed by the Winnipeg Youth Soccer Association.
- 9.2 WYSA recognizes that all situations will be unique and that the implementation of this policy will require the collaboration of all partners involved. We will therefore continue to provide the necessary supports to accommodate transgender and gender non-conforming persons and to help raise awareness about gender-related issues. The association believes that all players, regardless of gender identity, should have the opportunity to participate in soccer activities in a safe, respectful, inclusive, and non-judgmental environment.
- 9.3 Any transgender player may participate fully and safely in accordance with his or her gender identity.

ARTICLE 10: PAYMENTS & FEE POLICY

Single-Season Developmental and Premier:

- Team registration fees are determined annually during the budget process.
- The Single Season model will allow Quality Soccer Providers an option to pay in full or split the annual registration fee into 2 payments. Notification of intent must be provided to the WYSA Executive Director upon receipt of season fee invoice.
- Full payment or first payment (minimum 50%) must be paid by May 1st of the Single Season.
- Second payment must be paid by September 1st of the Single Season.
- Payments not received by the scheduled due dates by the Soccer Provider may temporarily disqualify the corresponding teams and its players from participation until the payment issues have been reconciled and the appropriate balance due is paid in full. Such decisions will be at the discretion of the Executive Director and the WYSA Executive.
- Quality Soccer providers will be restricted from registering teams in subsequent seasons until all outstanding fees are paid in full. This may include, but is not limited to, League Fees, Referee Mentor Fees, and any other invoiced amount.

Outdoor and Indoor Recreational:

- Team registration fees are determined annually during the budget process.
- It is expected that Member Organizations will pay the fee in full including League, Referee, and facility costs.
- Member Organizations must pay all league fees in full by June 1st for the outdoor season.
- Member Organizations will have an option to pay in full or split the league fee cost for the Indoor Season.
 - Full payment of first payment (minimum 50%) must be paid by November 30th of the Indoor Season.
 - Second payment must be paid by February 7th of the Indoor Season.
- Payments not received by the scheduled due dates by the Soccer Provider may temporarily disqualify the corresponding teams and its players from participation until the payment issues have been reconciled and the appropriate balance due is paid in full. Such decisions will be at the discretion of the Executive Director and the WYSA Executive.
- Quality Soccer providers will be restricted from registering teams in subsequent seasons until all outstanding fees are paid in full. This may include, but is not limited to, League Fees, Referee Mentor Fees, and any other invoiced amount.

Any club whose payment is in default due to a non-sufficient funds check is ineligible to play until the team account is current. The Non-Sufficient Funds fee is \$25.00.



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The Quality Soccer Provider is responsible for making team payments to the Winnipeg Youth Soccer Association. Checks are made payable to Winnipeg Youth Soccer Association, however, other payment methods will be accepted such as cash and e-transfer.

The Winnipeg Youth Soccer Association will not issue refunds to any individual team or player family. Resolution regarding reimbursements or refunds for teams or players who have registered under a soccer provider must be made with the provider directly.

Refund Policy:

The Winnipeg Youth Soccer Association may withhold 25% of the program (program registration fee) for administrative costs.

All refunds must be requested in person by the club president/owner and must be accompanied with a written refund request. No refunds shall be given after the first day of play for the current season.

If during the season it is determined that referee, facility, or unscheduled games fee must be refunded, this process will occur at the end of the season.