# Waterski and Wakeboard Saskatchewan Policy Manual and Guidelines





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#### Introduction

The purpose of the following articles in the policy manual is to provide guidelines for executive use. These articles do not form part of the By Laws and as such can be used by the Board in policy matters normally not included in the By Laws.

The policy manual will be reviewed and updated annually or as needed by the WSWSask Executive or Board of Directors. Amendments will be made and placed in their copies of the policy manual that will be available online on the Waterski and Wakeboard Saskatchewan website, or on request by sending an email to <a href="www.wswsask@gmail.com">wswsask@gmail.com</a>.

# 1. Guidelines for Membership

1. Membership fees will be proposed by the Executive and approved at the annual meeting. Presently established fees are shown in the table below.

| Composition | Individual          | \$30  |
|-------------|---------------------|-------|
| Competition | Family              | \$70  |
| Club        | Annual Registration | \$100 |
| School      | Annual Registration | \$100 |

- 2. Application forms must be completed and submitted to the Executive Director or Treasurer.
- 3. Application forms can be submitted any time during the fiscal year beginning January 1 and ending December 31.
- 4. Members may self-declare as Aboriginal athletes and Adaptive athletes.
- 5. All members receive WSWS and WSWC newsletters.
- 6. Members can participate in programs for skiers, boarders, officials, coaches and boat drivers.
- 7. Members can compete in WSWS sanctioned tournaments.
- 8. Competitive Members receive insurance coverage through WSWS. This insurance is Sport Liability Insurance in the case of claims being brought against a member where an injured party is claiming compensatory damages arising from the member's action or alleged negligence. This insurance is not accident insurance nor does it cover any hospital stays, braces, ongoing care, etc.

Revised: April 2024.

#### 1.1. Personal Information Protection Electronic Documents Act (PIPEDA)

- 1. Personal information from club registration will be used and/or disclosed by Water Ski and Wakeboard Saskatchewan for, Sask Team participation, results (media), and providing clubs their membership information. Should a parent/guardian or athlete wish to restrict the release of and/or publication of personal information within the standard operating parameters of competitions, the individual or parent/guardian must send an email to <a href="www.wswsask@gmail.com">wswsask@gmail.com</a> specifying the parameters under which the personal information be used.
- 2. Operational uses and disclosures of personal information by Water Ski and Wakeboard Saskatchewan.
- 3. Forwarding Member information to their clubs.
- 4. Publishing individual photos that are taken at competitions or awards presentations.
- 5. Publishing photos or videos that are used in electronic or print media.
- 6. Publishing names, genders, club affiliations and results in newsletters and other communications, in print form, electronic, posted to Water Ski and Wakeboard Saskatchewan website or otherwise.
- 7. Other activities within the water ski and wakeboard community.

Revised: April 2019.

### 2. Guidelines for Executive Board

- 1. If an Executive Member misses three consecutive meetings without a valid reason, the board has the power to appoint someone else to this position.
- 2. If there is a vacancy in one of the Board positions the remaining Board has the authority to appoint someone to this position.
- 3. Guidelines for Minutes taking for WSWS Board Meetings: Minutes shall include: date and location of meeting, roll call, opening and closing times of the meeting, motions make, moved and carried by whom. Motions to be typed in bold lettering.
- 4. Circulation of Executive Board Meeting Minutes: Draft minutes to be completed by the assigned minute-taker then forwarded to all Board Members. The Board Members are to be given a deadline for responding with comments. After that deadline the Minutes are to be amended with any comments received and forwarded to all Executive Board Members, Auditor, Sask Sport representative and to be posted on the website.
- 5. The Executive Board members are the Officers of WSWS. It is composed of the following elected positions:
  - a. President
  - b. Vice President of Finance
  - c. Vice President of Sport for All
  - d. Vice President of High Performance
  - e. Vice President of Coaching and Officiating
  - f. Past President
- 6. The Board of Directors is composed of the Executive and the following elected positions:
  - a. High Performance Waterski
  - b. High Performance Wakeboard
  - c. High Performance Adaptive
  - d. Sport for All Waterski
  - e. Sport for All Wakeboard
  - f. Sport for All Adaptive
- 7. The duties of the **President** are to:
  - a. Promote all aspects of towed water sports in the Province.
  - b. Be the chief executive officer of the Association.
  - c. Call, preside over, and preserve order and decorum at all meetings of the Association, Executive and the Board Members.
  - d. Sit as an ex-officio member of all WSWS committees.
  - e. Enforce the Constitution and By-laws of the Association.
  - f. Guide and supervise the operations of the Association ensuring that all orders and resolutions of the Board are effectively carried out.

g. Perform such other functions and duties as are peculiar to the office of the President.

#### 8. In the president's absence:

- a. In the event that the President is unable to attend a meeting of the Association, they shall designate a member of the Executive, not including the minute taker, to serve as chair of the meeting and brief the designated Executive member on the business to be conducted.
- b. In the event the President is unable to attend a meeting of the Association, and is further unable to designate a Chair, those present at the meeting shall elect one of the Executives to serve as Chair.
- c. All members of the Executive are of equal rank and status and no order of succession is stated or implied by the order in which the positions are listed in the By-laws.
- 9. Vice President of Finance shall report to the President and shall have responsibility for:
  - a. Assisting with all Financial oversight of WSWS and assisting with calculations of MAP and Athletes Assistance Grants if asked.
  - b. Assisting the President during his/her term of office.
  - c. Other such duties as, from time to time, assigned by the President.
- 10. **Vice of President High Performance** shall report to the President and shall have responsibility for:
  - a. Promotion of all aspects of High Performance activities in the Province of Saskatchewan.
  - b. Maintaining regular meetings with the High Performance board members, as well as assist them.
  - c. Other such duties as, from time to time, assigned by the President.
- 11. Vice President of Sport For All shall report to the President and shall have responsibility for:
  - a. Promotion of all Grassroots programs in the Province of Saskatchewan.
  - b. Maintaining regular meetings with the Sport For all board members.
  - c. Other such duties as from time to time, assigned by the President.
- 12. Vice President of Officiating and Coaching shall report to the President and shall have responsibility for:
  - a. Promotion of coaching and officiating in the Province of Saskatchewan.
  - b. Organizing coaching and officiating clinics in the Province of Saskatchewan.
  - c. Other such duties as, from time to time, assigned by the President.

- 13. **High Performance Waterski** shall report to the VP High Performance and shall have responsibility for:
  - a. Assisting with organizing camps and training for Sask First Waterski athletes.
  - b. Selecting the Sask First Waterski Team.
  - c. Ensuring athletes are meeting team requirements.
  - d. Other such duties that are assigned by the VP of High Performance.
- 14. **High Performance Wakeboard** shall report to the VP High Performance and shall have responsibility for:
  - a. Assisting with organizing camps and training for Sask First Wakeboard athletes.
  - b. Selecting of the Sask First Wakeboard Team.
  - c. Ensuring athletes are meeting team requirements.
  - d. Other such duties that are assigned by the VP of High Performance.
- 15. **High Performance Adaptive** shall report to the VP High of Performance and shall have responsibility for:
  - a. Assisting with organizing camps and training for Sask First Adaptive athletes.
  - b. Selection of the Sask First Adaptive Team.
  - c. Ensuring athletes are meeting team requirements.
  - d. Other such duties that are assigned by the VP of High Performance.
- 16. Sport for All Waterski shall report to the VP of Sport for All and shall have responsibility for:
  - a. Development and promotion of Grassroots level waterskiing in the Province of Saskatchewan.
  - b. Assisting with Traveling Clinic duties.
  - c. Other such duties that are assigned by the VP of Sport for All.
- 17. Sport for All Wakeboard shall report to the VP of Sport for All and have responsibility for:
  - a. Development and promotion of Grassroots level wakeboarding in the Province of Saskatchewan.
  - b. Assisting with Traveling Clinic duties.
  - c. Other such duties that are assigned by the VP of Sport for All.
- 18. **Sport for All Adaptive** shall report to the VP of Sport for All and shall have responsibility for:
  - a. Development and promotion of Grassroots level adaptive skiing in the Province of Saskatchewan.
  - b. Assisting with Traveling Clinic duties.
  - c. Other such duties that are assigned by the VP of Sport for All.

Revised: May 2022.

#### 3. Financial Policies of Waterski and Wakeboard Saskatchewan

Water Ski and Wakeboard Saskatchewan Inc. is established under the authority of the Corporate Registry of the Saskatchewan Corporations Branch as a non-profit corporation. Corporate returns are filed annually.

#### 1. Objectives

- a. WSWS shall pursue its objectives, as described within the Bylaws and Policy Manual and under the Guidelines of Sask Sport Inc.
- Books of account, records in relation thereto, and financial and management control shall be established and maintained in such a manner as to provide reasonable assurance that:
  - assets are safeguarded, accounted for and controlled,
  - the transactions of WSWS are in accordance with the bylaws and policy manual.
  - the financial, human and physical resources of WSWS are managed economically and efficiently, and
  - the operations of WSWS are carried out effectively.

#### 2. Roles and Responsibilities

- a. The Board of Directors in its responsibility towards the membership for the delivery of the mandate and is accountable for all of the WSWS financial obligations.
- b. The Executive Director as senior financial officer designate, shall be responsible for the day-to- day implementation of the WSWS's Finance Policy and to carry out and execute business transactions.
- c. The Financial Procedures that follow shall set out the various guidelines and processes in the area of financial management and administration and shall be consistent with financial policy and directives.

#### 3. Financial Year

a. WSWS fiscal year-end shall be the 12 months ended December 31st.

#### 4. Plans and Budgets

- a. WSWS shall prepare annual plans and budgets. The Operating Budget is an expression of WSWS plans in financial terms.
- b. The Operating Budget serves three main purposes:
  - determine financial and other resources to carry out annual plans;
  - obtain the Board of Directors' approval of the resources required to meet WSWS objectives; and
  - provide a basis for financial monitoring and control.
- c. WSWS shall establish and maintain a process to ensure that plans and budgets are:
  - prepared in accordance with the Sask Sport Guidelines planning and resource allocation process;

- consistent with WSWS bylaws and Policy Manual;
- based on plausible assumptions; and
- clearly assigned for preparation and approval.
- d. The Budget shall provide the authority to carry out operations in the upcoming year and to consume resources to achieve the objectives of WSWS.
- e. Resources in the Operating Plan shall be approved annually on a fiscal year basis, and shall be allocated for specific purposes.
- f. Allocated resources shall be committed and used in accordance with delegated financial signing authorities.
- g. WSWS shall maintain records to ensure that approved limits are not exceeded.
- h. WSWS shall review actual experience against budget and shall analyze variances and take appropriate remedial action, where required.

#### 5. Financial Management Control Systems

- a. WSWS financial information systems shall support business and financial reporting requirements, and will include controls to ensure that the information is complete, accurate, and properly authorized. This includes any applicable remittances to the Canada Revenue Agency.
- b. WSWS shall establish and maintain a system of recording expenditures in a timely and accurate fashion.
- c. WSWS shall establish and maintain adequate controls to ensure that the revenue due to WSWS is recorded and collected on a timely basis.

#### 6. Internal Management Reports

a. WSWS shall maintain internal management reporting systems that provide the Board of Directors with the financial reports that are relevant, simple, timely, accurate, current and consistent.

#### 7. External Financial Reporting

- a. External financial reporting is prepared by WSWS in a format that shall portray its financial activities in a clear and comprehensive manner.
- b. The principal external reports are the financial statements and summaries.
- c. In its annual report, WSWS shall acknowledge its responsibility for establishing and maintaining a system of books, records, internal controls and management practices to provide assurance that reliable financial information is produced and that assets are safeguarded and controlled.
- d. The Board of Directors shall recommend to the membership the appointment of the external auditor.

#### 8. Internal Control

a. All cheques issued by WSWS must be signed by two authorized signing Officers. These Officers will be selected or reviewed by the Board annually and the Officers will be current Board Members of WSWS. The Executive Director may be chosen as a signing Officer.

- b. All cheques issued must be supported with appropriate and approved documentation.
- c. Adequate controls must be in place to ensure complete and accurate reporting of all disbursements made.
- d. All cheque disbursements are to be made on serially numbered cheques.
- e. Original invoices and other supporting documentation must be attached to the copy of the cheque voucher, retained and filed in numerical sequence.
- f. Adequate procedures shall be established and maintained for the verification of accounts before payment is made. As a minimum these shall include:
  - verification that the work has been performed, the goods supplied or the service rendered, as the case may be, and that the price charged is according to contract, or if not specified by contract, is reasonable;
  - verification that supplies and services are in accordance with contract specifications and that all the terms and conditions of the contract have been met;
  - verification that any other procedures necessary in relation to the payment are carried out.
- g. Bank deposit slips must be identified and the items listed clearly described with sufficient information so that all entries may be credited to the relevant accounts.

Created: 1 July 2010.

# 4. Credit Card Policy

Many of the routine expenditures of Water Ski and Wakeboard Saskatchewan (WSWSask) may be processed via corporate credit cards in the interests of expediency and efficiency. This is particularly apropos of expenditures made for travel and on behalf of the Traveling Clinic Program. Therefore, corporate credit cards are held by specified WSWSASK employees who are in positions in which they both require a card and are authorized to commit funds in this way.

The use of corporate credit cards by Individual employees entails the risk of abuse. It also provides the opportunity to earn rebates or rewards, or other forms of income for WSWSask. Therefore, strict guidelines for use are required.

#### 1. Purpose

a. The purpose of this policy is to provide direction for the use of corporate credit cards within WSWSASK, with a view to managing risk and optimizing income opportunities.

#### 2. Use of Corporate Credit Cards

- a. WSWSASK employees who are authorized to commit WSWSASK funds and whose job requires them to do so frequently will be issued one or more corporate credit cards. The corporate credit card(s) will be issued in the name of the individual employee. Any annual or administration fee for the corporate credit card(s) will be paid by WSWSASK.
- b. In the event that a corporate credit card that is selected for WSWSASK use has a rewards program, individual employees holding that card will enroll in that rewards program. Any rewards program fees will be paid by WSWSASK and all program rewards will accrue to WSWSASK.
- c. Any corporate credit card held by WSWSASK individual employees is only to be used for WSWSASK expenditures. Such expenditures must be within the parameters of the employee's assigned responsibilities and delegated authority, and within approved budgets.

#### 3. Control and Payment

- a. The limit on the credit card shall not exceed \$8000 unless otherwise approved by the board and amended in this policy.
- b. Individual purchases shall not exceed \$1000 unless prior written approval has been obtained.
- c. The Executive Director will collect all monthly receipts. A statement with all receipts will either be signed by two other signors OR a scanned copy of the statement and receipts will be sent to the Executive for review and approved electronically by two signors.
- d. Cash advance withdrawals are not permitted under any circumstances.

Adopted: March 2016.

# 5. Tangible Capital Asset Policy

#### 1. Purpose

a. To ensure tangible capital assets held by Waterski and Wakeboard Saskatchewan are accounted for using generally accepted accounting principles for tangible capital assets held by not-for-profit organizations.

#### 2. Definitions

- a. The definitions that follow have been adopted for purposes of this policy.
- b. Tangible Capital Assets are non-financial assets having physical substance that:
  - are held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, construction, maintenance or repair of other tangible capital assets;
  - ii. have useful economic value extending beyond the accounting cycle;
  - iii. are to be used on a continuing basis; and/or
  - iv. are not for sale in the ordinary course of operations.
- c. Property, Plant and Equipment are capital assets that are tangible.
- d. Intangible Properties are capital assets that lack physical substance. Examples of intangible properties include brand names, copyrights, franchises, licenses, patents, software, subscription lists, and trademarks.
- e. Capital Lease is a lease that, from the point of view of the lessee, transfers substantially all benefits and risks incident to ownership of the asset to the lessee. This would normally occur when, at the inception of the lease, one or more of the following conditions are present:
  - i. There is reasonable assurance that the lessee will obtain ownership of the leased asset by the end of the lease term either through a transfer of ownership at the end of the term of the lease or if the lease provides for a bargain purchase option.
  - ii. The term of the lease is of such duration that the lessee will receive substantially all of the economic benefits expected to be derived from the use of the leased property over its life span.
  - iii. This usually occurs where the lease term is for 75% or more of the economic life of the asset.
  - iv. If the present value of the minimum lease payments is 90% or more of the fair value of the leased property at the lease inception.
- f. Cost is the gross amount of consideration given up to acquire, construct, develop or better a tangible capital asset, and includes all costs directly attributable to acquisition, construction, development or betterment of the tangible capital asset, including installing the asset at the location and in the condition necessary for its intended use. The cost of a contributed tangible capital asset, including a tangible capital asset in lieu of a developer charge, is considered to be equal to its fair value

- at the date of contribution. Capital grants would not be netted against the cost of the related tangible capital asset.
- g. Fair Value is the amount of the consideration that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act.
- h. Memorandum of Understanding (MOU) is a formal agreement that outlines plans for a common line of action between two or more parties.
- i. Net Carrying Amount or Net Book Value of a tangible capital asset is cost less both accumulated amortization and the amount of any write-downs.
- j. Residual or Salvage Value is the estimated net realizable value of a tangible capital asset at the end of its useful life to the Association.
- k. Service Potential is used to describe the service capacity or output of a tangible capital asset and is normally determined by reference to attributes such as useful life, associated operating costs, physical output capacity and quality of output.
- I. Useful life is the estimate of either the period over which a tangible capital asset is expected to be used by the Association, or the number of production or similar units that can be obtained from the tangible capital asset by the Association. The life of a tangible capital asset may extend beyond the useful life of a tangible capital asset to the Association. The life of a tangible capital asset, other than land, is finite, and is normally the shortest of the physical, technological, commercial and legal life.

#### 3. Scope and Jurisdiction

- a. This policy applies to the Association and to our member clubs that hold tangible capital assets as a result of carrying on the operations and activities of the Association.
- b. This policy applies to all tangible capital assets (as defined above) held by the Association.
- c. This policy applies to all tangible capital assets which are leased by the Association.
- d. In the presence of uncertainty in determining whether a particular asset qualifies as a "tangible capital asset", or determining which costs should be capitalized, or determining fair market value, or determining useful life for the purposes of this policy professional judgment must be exercised. Professional judgment is based on an individual's past experiences and training.
- 4. Tangible Capital Asset Recognition and Measurement
  - a. Cost or Estimated Value
    - A tangible capital asset should be recorded on the statement of financial position at cost. The cost of a tangible capital asset includes the purchase price and other acquisition costs such as installation costs, design and

- engineering fees, legal fees, survey costs, site preparation costs, freight charges, transportation, insurance costs and duties.
- ii. For a contributed tangible capital asset, cost is considered to be fair value at the date of contribution. Fair value of a contributed tangible capital asset may be estimated using market or appraisal values. A tangible capital asset purchased at substantially below fair value would also be recognized at its fair value with the difference between the consideration paid for the tangible capital asset and the fair value reported as a contribution.
- iii. In unusual circumstances when the fair value cannot be reasonably determined, the tangible capital asset should be recorded at nominal value.

#### b. Construction or Development Over-Time

- i. The cost of a tangible capital asset includes direct construction or development costs (such as materials and labor) and overhead costs directly attributable to the construction or development activity. A tangible capital asset which is developed or constructed by the Association might include contributed materials or labor, which would be recognized at fair value at the date of contribution.
- ii. The degree of certainty as to future benefits to be derived from costs attributable to developing intangible property varies and, in many cases, the expected future benefits may be too uncertain to justify asset recognition. When future benefits are reasonably assured, however, such costs are capitalized.

#### c. Betterment

i. The cost incurred to enhance the service potential of a tangible capital asset is a betterment. Service potential may be enhanced when there is an increase in the previously assessed service capacity, associated operating costs are lowered, the useful life is extended, or the quality of output is improved. The cost incurred in the maintenance of the service potential of a tangible capital asset is a repair, not betterment.

#### 5. Amortization

- a. The cost, less any residual or salvage value, of a tangible capital asset with a limited life should be amortized over its useful life in a rational and systematic manner appropriate to its nature and use by the Association. Amortization should be recognized as an expense in the Association's statement of operations.
- b. Amortization should be calculated using the straight-line method based on the useful life of the asset. All tangible capital asset categories are defined in "Tangible Capital Asset Categories" below except for the "other" tangible capital asset category has predetermined estimated useful lives. If a tangible capital asset belongs in the "other category, professional judgment must be used to estimate the useful life.
- c. The useful life estimates indicated in the categories below, should be used as a standard for each category although the Association has the ability to change the useful life used for an individual asset if the change can be justified. Factors to be considered in estimating the useful life of a tangible capital asset include expected

future usage, effect of technological obsolescence, expected wear and tear from use or the passage of time, the maintenance program, and the condition of existing comparable terms.

- d. Residual value is the amount that the Association expects to be able to realize on disposal of a tangible capital asset at the end of its useful life to the Association. In most cases, residual value would be negligible and would be ignored for the purpose of calculating amortization. However, when the Association expects the residual value of a tangible capital asset to be significant, it should be factored into the calculation of amortization.
- e. Amortization begins in the year the tangible capital asset is placed into use. A full year's amortization is provided for in the year the asset is put into use regardless of when this event occurs in the fiscal year.
- f. No amortization is provided in the year the asset is disposed of.
- g. The amortization method and the estimate of the useful life of a tangible capital asset should be reviewed on a regular basis.
- h. The amortization of the costs of tangible capital assets should be accounted for as expenses in the statement of operations.

#### 6. Write Downs of Tangible Capital Assets

a. When a tangible capital asset no longer has any long-term service potential to the Association, the excess of its net carrying amount over any residual value should be recognized as an expense in the statement of operations. A write down should not be reversed.

#### 7. Disposal of a Tangible Capital Asset

a. On disposal of a tangible capital asset, whether by sale, destruction, loss, abandonment or expropriation, the difference between the net proceeds on disposal and the net carrying amount is recognized in the statement of operations.

#### 8. Financial Presentation and Disclosure

- a. The financial statements should disclose, for each major category of tangible capital assets and in total:
  - i. cost at the beginning and end of the period,
  - ii. additions in the period,
  - iii. disposals in the period,
  - iv. the amount of any write-downs in the period,
  - v. the amount of amortization of the costs of tangible capital assets for the period.
  - vi. accumulated amortization at the beginning and end of the period, and
  - vii. net carrying amount at the beginning and end of the period.
- b. Financial statements should also disclose the following information about tangible

#### capital assets:

- i. the amortization method used, including the amortization period or rate for each major category of tangible capital asset;
- ii. the net book value of tangible capital assets not being amortized because they are under construction or development or have been removed from service;
- iii. the nature and amount of contributed tangible capital assets received in the period and recognized in the financial statements;
- iv. the nature and use of tangible capital assets recognized at nominal value;
- v. the amount of interest capitalized in the period.

#### 9. Tangible Capital Asset Categories

a. Land

Should not be amortized Estimated useful life: Indefinite Minimum capitalized value: \$0

b. Land Improvements

Estimated useful life – 5 years Minimum capitalized value: \$5,000

c. Buildings

Include any betterment to building

Estimated useful life: 20 years – 50 years based on life expectancy of the building

Minimum capitalized value: \$20,000

d. Leasehold and Memorandum of Understanding (MOU) Location Agreement Improvement

Includes all improvement and building renovations made to property that has a definite lease period

Estimated useful life: Life of the lease and/or MOU

(At the Association's discretion may include any applicable renewal period that forms part of the lease agreement)

Minimum capitalized value: \$10,000

e. Motor Vehicles

Useful life - 5 years

Minimum capitalized value: \$5,000

f. Machinery and Equipment

Includes any machinery and equipment not included elsewhere

Useful life – 5 years

Minimum capitalized value: \$5,000

#### g. Computer Hardware

Includes the purchase and installation of computer hardware, such as personal computers, lap tops, monitors and printers

Useful life – 3 years

Minimum capitalized value \$2,000

#### h. Office Equipment

Includes such items as purchased photocopiers, fax machine and other business equipment

Useful life 5 years

Minimum capitalized value \$2,000

#### i. Office Furniture

Includes all office furniture and furnishings. Examples of office furniture are desks, table, chairs and filing cabinets Useful life 10 years

Minimum capitalized value \$2,000

Adopted: 2024.

### 6. Guidelines for Executive Travel

- 1. Mileage will be paid at \$.53 per km for executive meetings and other meetings, symposiums, Sask Sport meetings, etc. and \$0.75 per km for towing the association boat for WSWS purposes that are approved by the WSWS Executive.
- 2. Meal expenses will be paid at \$50.00 per day while attending meetings.
- 3. Room expenses will be paid at actual rates, while attending meetings away from home.
- 4. Out-of-province travel will be paid at actual travel and room cost, and \$23.00 per day for meals, providing WSWS Executive has approved the purpose of the travel.
- 5. Executive members will complete the attached executive travel form and submit it to the Treasurer or Executive Director within ten days.
- 6. No expense claims be accepted from those executive members who reside at the location of the host meeting.

Revised: October 2020.

# 7. Honorarium Policy

Objective: An honorarium from WSWSask is seen as a one-time payment of a nominal amount made to an individual, as an expression of gratitude for a personal service or expertise and for a special and non-recurring activity or event with a short duration for which a fee is not customarily required and where compensation is not requested.

- 1. Prior written permission to award honoraria is required before the activity or event.
- 2. Allowable Honoraria payments typically involve a one-time activity, such as a guest coach, participation in officiating at an event when local resources cannot meet the requirements, or other similar activity that is performed on a voluntary basis.
- 3. An Honorarium payment is not appropriate where the amount or timing of payment is negotiated and agreed upon or where the recipient has charged a fee.
- 4. Honorariums are not to exceed \$500 per activity or event. Exceptions to this amount require written approval by the President.

Adopted: January 2023.

# 8. Waterski and Wakeboard Saskatchewan Respect In Sport Policy

#### 1. Purpose:

- a. Waterski and Wakeboard Saskatchewan is committed to creating a sport environment in which all individuals are treated with respect and dignity. Coaches and officials have a responsibility to create a sporting environment that is free of harassment, abuse, bullying and neglect.
- b. Water Ski and Wakeboard Saskatchewan requires that all coaches and officials participating in towed water sports have completed the online Respect in Sport certification as required by Sask Sport Inc.

#### 2. Scope and Application:

- The policy applies to all coaches and officials registered or named on an official sport roster under the membership jurisdiction of Water Ski and Wakeboard Saskatchewan.
- b. WSWC requires that all coaches and officials involved with our programs have the RIS (Activity Leader Program Certificate) certification.
- c. Any coach or official not having Respect in Sport certification (or equivalency) will be unable to participate in programming or sanctioned events until such time that the course is completed.
- d. Waterski and Wakeboard Saskatchewan is responsible for setting out the communication strategy specific to the certification requirements and deadline.

#### 3. Enforcement:

 Non-compliance with this policy may result in further discipline as determined by the Board of Directors or in accordance with Water Ski and Wakeboard Saskatchewan policy.

#### 4. RiS Administration:

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

#### 5. Review and Approval:

a. This policy was approved by the Board of Directors and will be reviewed by the Board of Directors on an annual basis.

Approved: 7 April 2013. Revised: May 2022.

# 9. Guidelines for High Performance and Development Team Selection Criteria (Selection)

WSWS has determined that the goal of the High Performance and Development Teams is to develop water skiers, wakeboarders and towed water sports athletes capable of winning medals at Western and National Championships, and to have Saskatchewan Water Skiers and Wakeboarders selected to the national teams.

All Saskatchewan Water Ski and Wakeboard members in good standing are eligible for selection to the High Performance and Development teams.

- 1. Selection of the High Performance and Development teams will be made annually by the WSWS Executive and announced at the Annual General Meeting.
- 2. Skiers are responsible for ensuring that all out-of-country results are received by the Executive no later than September 30 each year.
- 3. Eligible results must be obtained from October 1 to September 30 over the previous season.

#### Waterski

- 4. The teams will be comprised of skiers who must meet the following criteria.
  - High Performance (HP) Team: Athletes must be 26 years of age or under as
    of 1 January in the year receiving the grant.
  - Development and Prospects (DEV and PR) Team: Athletes must be 21 years of age or under as of 1 January in the year receiving the grant.
  - B1 and G1: Athletes must compete and put a reasonable amount of effort into training for Slalom and Trick, Jump is highly recommended.
  - B2, B3, G2 and G3: Athletes must compete in and put a reasonable amount of effort into training for all three events, Slalom, Trick and Jump.
  - M1, M2, W1 and W2: Athletes must compete and train in a minimum of one event.
  - a. Once a skier has been selected to the HP or DEV team, he/she must demonstrate continued progress and will be evaluated each year and a failure to maintain the standards as set out in the selection criteria will result in the skier being dropped from their designated team.
  - b. The skiers selected for the HP and DEV teams are eligible for submitting direct costs for competition and training expenses as well as Athlete Assistance to be considered for potential for partial reimbursement. The athletes are to keep all their invoices, separating them into competition expenses and training expenses, and send the totals and copies of the expenses to the VP of HP by 15 October.

- Eligible Expenses:
  - Athlete Assistance: Out of pocket (e.g. meals, travel)
  - Competition: Familiarization, registration
  - Training: Coach fees, tow fees, school fees
- c. Team Selection for Waterski: Skiers will be placed on a team based on their performance and which stage they are closest to in <a href="Waterski Canada's LTAD">Waterski Canada's LTAD</a>.
- d. The HP Team is restricted to four skiers in each event (slalom, trick and jump), with special consideration to name at least 1 male and 1 female to the HP Team each year.
- e. Athletes will be selected based on the following criteria:
  - Must meet national standards for respective age division, as noted in Waterski Canada's latest Rule Book.
  - Must be in the top 4 of Saskatchewan skiers for their respective discipline.
  - This is assessed by calculating the skier's best score as a percentage of the Canadian record for their <u>age division</u>.
  - Skiers who place in the highest 4 percentages in each discipline (slalom, trick, jump) will be placed on the HP team.
  - Must be at or "on-track" to be at the Learn to Compete stage of <u>Waterski</u> Canada's LTAD.
  - Must demonstrate commitment and a drive to advance in the sport.

#### Special considerations:

- There will always be at least 1 male and 1 female named to the HP team.
- If an athlete is named to the HP team for one discipline and meets the national standard for additional disciplines, they will be named for all disciplines for which they meet the national standard. Example: An athlete is in the top 4 for trick and meets the national standard for slalom. This athlete will be named to the HP team for both trick and slalom.
- f. The DEV team will be selected based on the following criteria:
  - Must meet minimum standards for respective age division, as noted in Waterski Canada's latest <u>Rule Book</u>.
  - Should be at or near the FUNdations or Build the Skills stages of <u>Waterski</u> <u>Canada's LTAD</u>.
  - Must demonstrate commitment and a drive to advance in the sport.

#### Special considerations:

- There will always be at least 1 male and 1 female named to the DEV team.
- g. The PR team will consist of applicants to the SaskFirst program who have previously competed in a tournament but have not met the minimum standard for their respective age division, as noted in Waterski Canada's latest <a href="Rule Book">Rule Book</a>.

#### Wakeboard

- h. *Partial reimbursement* is possible for the top 6 athletes who are competitive members of WSWS, compiled and distributed by VP High Performance and Director High Performance Wakeboard.
- Eligible Training and Competition expenses for Wakeboard are clearly defined as separate from Athlete Assistance, which is out of pocket and submitted separately.
   Partial reimbursement would be possible for:
  - Training: Tow fees, coaching, clinic costs, cable park fees, wake school
  - Competition: Familiarization, registration

# 10. Guidelines for the Athlete Assistance Applications

#### 1. Purpose:

- a. The purpose of the Athlete Assistance program is to assist in the development of Saskatchewan water skiers and wakeboarders who have competed successfully at the Provincials, Westerns, Nationals and major international tournaments or have the potential to do so in the near future.
- b. The Eligible Expenses for Athlete Assistance for Team SK Athletes recognizes that there are additional expenses while at an event or during a training opportunity.
- c. A portion of the out-of-pocket costs incurred is eligible to be submitted. These expenses are different than the direct costs for training and competition. Training and competition fees are direct coaching fees, familiarization at tournaments, registration fees, tow fees, and are invoiced separately for accounting purposes than Athlete Assistance out of pocket costs.
- d. Athletes need to keep each of these expenses separate when accounting for them, having an amount for out of pocket (Athlete Assistance), an amount for training, and an amount for competition.
- e. The athlete needs to keep the invoices separate when submitting.
- f. Competition and Training costs are eligible for partial reimbursement in the section Guidelines for High Performance (HP) and Development (DEV) Teams.

#### 2. Calculation of Potential for Reimbursement of Athlete Assistance

- Waterski and Adaptive Waterski Athletes will be awarded points based on Tournaments entered in order to determine potential reimbursement for out-ofpocket expenses for Athlete Assistance.
- b. Total points between all athletes will then be added up and each point will be given a dollar value by the allocated funds the board has determined for the year.

#### Waterski Points are as follows:

- 1 pt. Regional Based Tournament (Westerns)
- 2 pt. Canadian Nationals and each RC tournament
- 3 pt. Major Tournaments (IWWF sanctioned, Worlds (Open/U21/Junior/FISU), Pan Ams, Can Ams, Masters/Jr. Masters, Moomba/Jr. Moomba, US Open/Jr. US Open)

Athlete's assistance is to follow a points system and use a cap for DEV athletes and/or a multiplier for HP. For example, athletes get 1 point for Westerns, 2 for nationals or other WRL tourneys, and 3 for major tournaments. HP athletes could get their points multiplied by 5, then the budget gets divided according to points. Athletes who are actively trying to make teams get compensated proportionately to their effort and expenses. For example, the athlete shooting for a worlds team (attending 6-7 WRL tournaments in a season) gets compensated greater than the "4th place" HP member who is just getting started on going to bigger events (attending 2-3 WRL tournaments in a season).

Wakeboard Athletes will be awarded points based on:

Participation Points: Sask First Clinic Days attended (each day gives one point.)

Contests: Each contest attended gives one point plus 1st place gives 10 points, 2nd place gives 7 points, 3rd place gives 5 points, 4th place gives 3 points.

- Local contests are awarded half points from above list.
- National or international events that have posted judging standards and ranked athletes in attendance receive full points.

The budget allocation for Waterski and Wakeboard Athlete Assistance is separate.

#### 3. Eligible Expenses

- a. Travel to clinics and tournaments (maximum 25% of total grant).
- b. Room and sustenance if attending clinics or tournament away from home.
- c. Registration fees for clinics and tournaments.
- d. Gas for training (maximum 25% of total grant).

#### 4. Ineligible Expenses

- a. Club, WSWS and WSWC memberships
- b. Clothing
- c. No retroactive bills will be funded

#### 5. Timelines, Necessary Documentation and Disclosure

- a. Receipts are required.
- b. You must disclose financial assistance received from other sources, i.e. money received from the WSWS for travel to Westerns and Nationals, any money received from local clubs or the M.A.P. grant, zone funding, etc.
- c. All receipts must be submitted by 15 October.

#### 6. Removal from Program

An athlete may be suspended from the program for any of the following reasons:

- a. Failure to attend prescribed tournaments without good reason, ie. The Provincials, Westerns and Nationals.
- b. Conduct, which at the discretion of the Executive, is deemed unbecoming and detrimental to the sport of water skiing, wakeboard, and towed water sports.
- c. Failure to train or make an effort to improve his/her skills.

An athlete removed from the program for any of the above reasons will be requested to return any money which has been issued for the fiscal year, and will not be issued any further assistance for that fiscal year.

Revised: January 2023.

#### 11. Guidelines for Team Travel

- 1. Travel expenses for team travel, which includes the competitors, and may include one coach and one manager, will be approved by the Executive on an annual basis depending on the amount of money available.
- 2. The manager will be responsible for giving the competitors an expense form and instructing them on the procedure for receiving payment.
- 3. The competitor will be responsible for submitting the expense form to the Treasurer or Executive Director for payment.
- 4. All expense claim forms should be submitted within ten days of the event

Revised: 2023.

# 12. Guidelines for MAP Grant Applications

# WATER SKI AND WAKEBOARD SASKATCHEWAN POLICY FOR MAP GRANT APPLICATION

#### 1. Purpose

The purpose of the Membership Assistance Program (MAP) is to provide funding to Member Clubs to increase the number of participants and the quality of sport development of water skiers and wakeboarders. MAP funds are to be used to support community and club-level sport development initiatives within the province.

#### 2. Source of Funding

The MAP grant is funded through the Sask Lotteries Trust Fund for Sport, Culture and Recreation and is derived from the proceeds of the sale of lottery tickets in Saskatchewan.

#### 3. Eligibility Criteria

#### Each Club must:

- a. be in good standing with WSWS and have paid their registration fee for the present fiscal year.
- b. have at least 4 members registered with WSWS. Family registrations are considered as one membership for this purpose.
- c. be in good reporting standing with WSWS (Ex. all previous year's MAP documentation and membership information must be up-to-date).
- d. Have one representative attend the Annual General Meeting.
- e. Submit a Club Activity Assessment form (attached) by no later than September 30, annually.
- f. Submit Membership List to WSWS by September 30, annually. Membership list must include the name, address and year of birth of all members.

#### 4. Priorities for MAP Funding

Waterski and Wakeboard SK has identified the following priorities from their strategic plan:

- a. Membership growth
- b. Coach development
- c. Long Term Athlete Development (LTAD) Foundations and Build the Skills
- d. Officials development

#### 5. Eligible MAP Funding

Eligible MAP funding will be presented to the clubs each year at the AGM for the upcoming season based on the amount provided by the Sask Lotteries Trust Fund and each club's amount will be determined using the Club Activity Assessment.

#### 6. Application Procedures

Clubs are required to submit a signed MAP Application by no later than May 1, annually. The MAP Application must include detailed spending plans outlining the project description and budget.

The MAP Application Form can be accessed at: <a href="https://www.sasksport.ca/wp-content/uploads/2020/07/MAP">www.sasksport.ca/wp-content/uploads/2020/07/MAP</a> Application Application 2020.pdf

#### 7. Application Requirements and Conditions

Approved projects and grant support must take place within Water Ski Wakeboard Saskatchewan's fiscal year (1 January – 31 December) for which the grant funds are approved. Retroactive funding or pre-funding for projects that take place outside of the fiscal year is not eligible for support.

This grant is made possible by Sask Lotteries, the main fundraiser for 12,000+ sport, culture and recreation groups in the province. As such, grant recipients are required to recognize Sask Lotteries in your communications vehicles and promotional materials. The Sask Lotteries logo, brand guidelines, key messages and promotional materials are available at: <a href="https://www.sasklotteries.ca/about-us/fundingrecognition.htm">www.sasklotteries.ca/about-us/fundingrecognition.htm</a>.

#### 8. Approval Process

Clubs will be notified of their approved MAP grant amounts by November 1, annually. The VP Finance and the Executive Director will calculate the amounts using points accumulated in the Club Activity Assessment form.

#### 9. Eligible Expenses

# Athlete/Coach/Officials Development

- Learn to program costs
- Coaching Clinics
- Coaching/Officials
   Development Travel,
   accommodations and meals
   to tournaments and
   competitions within
   Saskatchewan

#### **Equipment**

- Purchase or lease of jump, slalom course or sliders
- Purchase of water sport equipment, ropes, skis, boards

#### <u>Other</u>

- Repairs to water sport equipment
- Boat Insurance for Club owned boat
- Club Liability Insurance
- Admin Costs
- Boat fuel

#### 10. Ineligible Expenses

- a. Any construction, upgrading, maintenance or operating costs of facilities.
- b. Expenditures for which other grant dollars have been used. Two different grants cannot be used to pay the same dollar of expense, whether the grant comes from the Trust Fund or any other granting agency.
- c. Cash prizes.
- d. Social events (BBQs, lunches, etc.)
- e. Alcoholic Beverages.
- f. Research Projects or feasibility studies
- g. Out-of-Province Travel
- h. Provincial, U Sports or NCAA team expenses
- i. Other expenses deemed ineligible by WSWS or the Sask Lotteries Trust Fund

If a Club is unsure about the eligibility of a MAP expenditure, it is recommended to ask WSWS for clarification.

#### 11. Follow-up Procedures

Clubs are required to submit a signed MAP Follow-up Form and copies of receipts by no later than September 30, annually.

 The MAP Follow-up Form can be accessed at: <u>www.sasksport.ca/wp-content/uploads/2020/07/MAP Followup2020.pdf.</u>

#### 13. Follow-up Requirements and Conditions:

The Follow-up must include the following:

- a. A completed follow-up form signed by the Club.
- b. A copy of the financial documentation to verify the eligible expenditures. Financial documentation (receipts) to verify expenditures can take various forms but should at a minimum:
  - i. indicate name of recipient (person or business) of the funds
  - ii. describe goods or services provided for payment
  - iii. disclose the amount of the payment
  - iv. include the date that the goods/services were purchased (must be within WSWS fiscal year), and
  - v. include third party verification (supplier logo on an invoice, signature of the recipient on an expense claim, or in the rare case where there is no other backup documentation, a copy of the cheque, with the bank clearing stamp on the back).

NOTE: Legible copies of documents for financial accountability (e.g. receipts, cancelled cheques, invoices, expense claims, etc.) are acceptable. Original documents are not necessary for submission to the WSWS but should be maintained by the club submitting the grant follow-up report.

c. The Club must submit enough eligible receipts that are equal to or in excess of their approved eligible MAP grant amount. Any MAP funds that are unsubstantiated by receipts will be redistributed to those Clubs that provided additional receipts for eligible expenses.

#### 14. Payment Procedures

The full payment of grant will be paid to the Club once the Follow-up Form and copies of receipts have been received and deemed satisfactory.

#### Club Activity Assessment Form

| CLUB NAME: |   |  |  |  |
|------------|---|--|--|--|
| PART A     | : CLUE  | B MEMBERSHIP   |  |  |
| For the    | purpo   | ose of determining eligible MAP grant funding, membership totals are calculated as:  |  |  |
| •          | Coun  | idual memberships count as 1 member<br>t all members included in the Family memberships<br>B bonus members for each member holding an IWWF Competitive License                                 |  |  |
|            |   | 2 points for clubs with 4-19 members 4 points for clubs with 20-40 members 6 points for clubs with 41-60 members 8 points for clubs with 61-80 members 10 points for clubs with 81-100 members |  |  |
| CLUB E     | ARNS  | OUT OF A POSSIBLE 10 POINTS  |  |  |
| PART B     | : COA   | CHING & OFFICIATING CERTIFICATION  |  |  |
| 1.         | <ol> <li>Number of club members who obtained or upgraded a level of certification as either an official, judge and/or boat driver. Count 2 points per level of officiating certification attaine per person.</li> </ol> |  |  |  |
| 2.         |   | ber of club members that obtained or upgraded a full level of coaching certification r the NCCP program. Count 2 points per level of coaching certification attained per on.                   |  |  |
| CLUB E     | ARNS  | OUT OF A POSSIBLE 20 POINTS  |  |  |

# PART C: HOSTING LEARN TO SKI, WAKEBOARD CLINICS, DEVELOPMENT CAMPS, RECREATION

#### **TOURNAMENTS**

- 1. Number of WSWS Learn to Ski/Wakeboard Clinics hosted by the club. Count 4 points for each clinic day that is booked with the SWSW traveling coach and boat or with a club member in good standing who holds a minimum NCCP Learn to Level Coaching Certificate. Eligible clinic days must host no less than 6 participants.
- 2. Number of Development Camps hosted by the club. Count 4 points for each Development Camp Day that has coach(es) who hold a minimum NCCP Foundations Coaching Certificate. Eligible camps must host no less than 6 participants.
- 3. Number of WSWS recreation tournaments hosted by the club. Tournament dates must be clearly communicated to the WSWS office prior to the event and must be followed up with a list of those who attended and officiated at the event. Count 2 points for each tournament.
- 4. Each year, clubs are evaluated and rewarded for activity with access to the MAP fund. WSWS provides valuable resources in the form of coaches, officials, drivers. Clubs are encouraged to deliver programming in partnership with WSWS. In exchange for MAP support, clubs agree to provide facility access to WSWS staff (normal tow charges would still apply).

5. Provincial Membership is the lifeblood of our organization and one of the key components on which WSWS is evaluated by Sask Sport. In exchange for MAP support, clubs agree to provide one-time facility access to any WSWS member free of charge (normal tow charges would still apply). This WSWS / CLUB partner promotion allows WSWS to deliver more value to the membership and encourages the spirit of inter-club participation. It is paramount that WSWS continue to expand its membership base and grow programming, WSWS relies on the clubs it supports through the MAP fund and numerous other areas to execute much of the programming, without the continued support from Sask Sport, many programming initiatives would suffer.

| THIS CLUB EAR                        | NS A TOTAL OF       | POINTS OUT OF A POSSIBLE 60 POINTS |  |  |
|--------------------------------------|---------------------|------------------------------------|--|--|
| CLUB EARNS                           | OUT OF A PC         | SSIBLE 10 POINTS                   |  |  |
|                                      | □ 10 points for clu | bs with 10+ participants           |  |  |
|                                      | □ 8 points for club | s with 7-10 participants           |  |  |
|                                      | ☐ 6 points for club | s with 4-6 participants            |  |  |
|                                      | ☐ 5 points for club | s with 1-3 participants            |  |  |
| Number of club                       | members that part   | icipate at provincials.            |  |  |
| PART D: PARTICIPATION AT PROVINCIALS |                     |                                    |  |  |
| CLUB EARNS                           | OUT OF A POS        | SSIBLE 20 POINTS                   |  |  |

**Calculation Process for MAP funding** 

Each club's maximum eligible MAP funding will be determined by WSWS using the process that follows and sent to all clubs by November 1. Each club's amount that is eligible is determined by the number of points they earn using the Club Activity Assessment. The total of all the clubs' points submitted is divided by the total amount of MAP funding available to determine the value per point. This value is then multiplied by the number of points earned by the club to determine possible funding, which must be supported by a total of the invoices submitted equal or greater than the amount calculated. If the club is unable to have enough expenses, then they are awarded only the amount covered by invoices. The remainder of this club's allocation is then awarded to the other clubs using the points system above if those clubs have invoices to support extra amounts of allocation.

Examples: Club A has a total of 33 points, B has 42 points, C has 18 points. Total of all points is 93. If total MAP allocation is \$12,500. \$12,500 divided by 93 equals \$134.41. Each point is worth \$134.41. Club A is eligible for \$134.41 multiplied by 33 points = \$4,435.38, if they have provided eligible receipts for this amount claimed. Club B would receive \$5,645.22. Club C \$2,419.38. \$4,435.38 + \$5,645.22 + \$2,419.38 = \$12,499.98, or rounded to \$12,500. If Club A only has invoices to cover \$3,500, they would be asked if they could send in any additional to cover the amount possible of \$4,435.38. If they could not supply any, then the remainder of their allocation is apportioned to Clubs B and C if they have invoices to cover the amount eligible from Club A. Club B and C could access \$935.38 divided by 2 = \$467.69 each if they have submitted invoices to cover this amount.

# **Club Demographics**

#### Members

|       | Male | Female | Total |
|-------|------|--------|-------|
| 0-13  |      |        |       |
| 14-18 |      |        |       |
| 19-55 |      |        |       |
| 55+   |      |        |       |
| Total |      |        |       |

### Coaches

|                                       | Male | Female | Total |
|---------------------------------------|------|--------|-------|
| Total                                 |      |        |       |
| First Nations, Metis and Inuit (FNMI) |      |        |       |

# Officials

|                                       | Male | Female | Total |
|---------------------------------------|------|--------|-------|
| Total                                 |      |        |       |
| First Nations, Metis and Inuit (FNMI) |      |        |       |

#### PRIORITIES AND FUNDING AMOUNTS

Waterski and Wakeboard SK has identified the following priorities from their strategic plan:

- 1. Membership growth
- 2. Coach development
- 3. LTAD
- 4. Officials development

#### \$12, 800 total MAP funding will be available for the 2024 season

Each club's maximum eligible MAP funding will be determined by WSWS as per the formula below and sent to all clubs after the Oct. 15<sup>th</sup> deadline.

Each club's amount that is eligible is determined by the number of points they earn. The points are tabulated using Appendix B. The clubs also submit invoices for the eligible expenses from the list in Appendix A. The total of all the clubs' points submitted is divided by the total amount of MAP funding available to determine the value per point eligible for funding. This value is then multiplied by the number of points earned by the club to determine possible funding, which must be supported by a total of the invoices submitted equal or greater than the amount possible. If the club is unable to have enough expense, then they are awarded only the amount covered by invoices. The remainder of this club's allocation is then awarded to the other clubs using points system above if they have invoices to support extra amounts of allocation.

#### Examples:

Club A has a total of 33 points, B has 42 points, C has 18 points. Total of all points is 93

If total MAP allocation is \$12500. \$12500 divided by 93 equals \$134.41. Each point is worth \$134.41.

Club A is eligible for \$134.41 multiplied by 33 points = \$4435.38, if they have provided eligible receipts for this amount claimed. Club B would receive \$5645.22 if receipts provided. Club C \$2419.38.

\$4435.38 + \$5645.22 + \$2419.38 = \$12499.98, or rounded to \$12500, the MAP allocation.

If Club A only has invoices to cover \$3500, they would be asked if they could send in any additional to cover the amount possible of \$4435.38. If they could not supply any, then the remainder of their allocation is apportioned to Clubs B and C if they have invoices to cover the amount eligible from Club A. So, Club B and C could access \$935.38 divided by 2 = \$467.69 each if they have submitted invoices to cover this amount.

# 13. Guidelines for Club Reports

- Clubs will be requested to provide the Executive of WSWS with an updated list of Executive names, addresses and phone numbers, as well as an indication of their total membership.
   This information must be submitted annually by September 30.
- 2. Clubs will be requested to complete an Annual Report of Activities at the conclusion of each towed water sports season. The report will include information on activities such as clinics and tournaments, competitions, publicity and special events.
- 3. The deadlines for submitting annual reports will be based on the timing of the Annual General Meeting for that year.

Approved: 2023.

# 14. Guidelines for Coach and Manager

- 1. The coach and manager must represent Team Saskatchewan at all tournament meetings to allow for two votes per province (if applicable).
- 2. One of either coach/manager will be on site at all times while the tournament is in progress.
- 3. The coach and manager will ensure all Saskatchewan athletes are aware of the schedule of events, running order, details of coach/manager meetings, and any schedule changes for the tournament.
- 4. The coach and manager will ensure that each Saskatchewan athlete is well represented at all times throughout the tournament, ie. during reride disputes or any other interaction that may require assistance.
- 5. The coach/manager will ensure that alternate equipment/parts are available and ready for quick replacement during each event.
- 6. The coach will be in the boat for the entire event familiarization.
- 7. The manager will be on shore overseeing and maintaining running order as well as keeping track of time during eventi familiarization.
- 8. The coach is to ensure that each Saskatchewan athlete is provided with shore coaching during his/her event if requested.
- 9. The coach/manager will ensure that all Saskatchewan athletes have safe transportation to and from the tournament site and any tournament related events (only at tournaments where WSWS provides tournament transportation, ie. vans).
- 10. The coach/manager will ensure that each Saskatchewan athlete who is competing at the tournament, but cannot attend registration, is registered (athletes who cannot attend registration must contact an WSWS Executive member to request pre-registration).
- 11. The coach/manager will ensure that all team members traveling with the team are properly registered.
- 12. The coach/manager will ensure that accommodations are adequate and available for each athlete who is traveling with the team.
- 13. The coach/manager will ensure that the WSWC code of conduct is adhered to at all times.
- 14. The coach and manager will not be held responsible for minors. Parents are encouraged to make arrangements for the supervision of their children.

## 15. Guidelines for Participation Grassroots Traveling Coach (Roles)

- 1. The Participation Grassroots Traveling Coach will be available to carry out all necessary water ski and wakeboard activities during the months of June, July and August.
- 2. The Participation Grassroots Traveling Coach will set up sites for hosts at the host's request, with the V.P. Sport for All's approval.
- 3. The Participation Grassroots Traveling Coach will set up sites two days prior to provincials and three days prior to Westerns if the host club makes a formal request to the V.P. Sport for All. This will be at WSWS expense.
- 4. The Participation Grassroots Traveling Coach will be responsible for on-site organization and instruction of towed water sport clinics throughout the period of the contract.
- 5. The Participation Grassroots Traveling Coach must conduct himself/herself in a responsible manner with the understanding that the position is also one of public relations for WSWS. At no time will any harassment be tolerated. This coach will adhere to all WSWSask Policies regarding conduct.
- 6. Dates for the clinics will be arranged by Participation Grassroots Traveling Coach and the Executive Director. If it is necessary to cancel a clinic, every effort will be made to arrange an alternate date. Should the budgeted days for the season be attained the hosting club will not be charged for canceled clinic days. If the budgeted days for the season are not met by season end the host of the clinic days could be charged an administration fee of not less than \$150.00 per canceled day.
- 7. The Participation Grassroots Traveling Coach will be paid as per the current Tender for WSWS Grassroots Traveling Clinic Coach.
- 8. The Participation Grassroots Traveling Coach will arrange for safe storage and deliver the boat to the next Traveling Clinic site at the close of each preceding clinic.
- 9. All monies collected and all membership forms must be sent to the Treasurer or Executive Director at the end of every two weeks.
- 10. The Participation Grassroots Traveling Coach must fill out the logbook completely daily and submit this to the V.P. Sport for All or the Executive Director immediately following the clinic week, before funds will be advanced.
- 11. An evaluation form should be filled out by the host club at the end of each clinic and forwarded to the V.P. Participation or Executive Director.
- 12. A full report of summer activities and recommendations will be forwarded to the Executive Director on before September 15 of the year of the contract for presentation at the AGM.

- 13. The Participation Grassroots Traveling Coach will be responsible for transporting, maintenance and overall care of the boat during his or her term of contract.
- 14. He/she will drive the boat at all times during clinics and tournaments, except where a qualified boat driver has been designated to drive. Waiver forms for boat drivers other than the coach must be signed. All boat drivers must be WSWS members to insure insurance is in place.
- 15. He/she will fill out the logbook concerning hours and boat maintenance and return this to the V.P. Sport for All or the Executive Director at the end of each two week period.
- 16. At no time will the Participation Grassroots Traveling Coach be allowed to employ help either in return for monies or free skiing without the consent of the Executive.
- 17. Repairs: Repairs for the Boat and Trailer will be authorized by:
  - a. the Participation Grassroots Traveling Coach if repairs are under \$100.00.
  - b. the V.P. Sport for All if repairs exceed \$100.00.
- 18. The full job description is on the Waterski and Wakeboard Saskatchewan website.

## 16. Guidelines for the WSWS Boat

- 1. Boat use: The boat will be available for use at clinics, tournaments, team training and other events only if prior approval has been obtained from the Executive.
- 2. Boat fee: A minimum fee of \$500.00 will be charged for use of the boat at tournaments and other events, unless the Executive approves other arrangements eg. \$200/day.
- 3. Care and Maintenance: The V.P. Sport for All will assume overall responsibility for the boat. The Participation Grassroots Traveling Coach will be responsible for transporting, maintenance and overall care of the boat during his/her term of employment.
- 4. Repairs: Repairs for the Boat and Trailer will be authorized by:
  - a. the Participation Grassroots Traveling Coach if repairs are under \$100.00.
  - b. the V.P. Sport for All if repairs exceed \$100.00.
  - c. All bills are to be submitted to the Treasurer or Executive Director within ten days.
- 5. Licensing and Insurance: It will be the responsibility of the VP Participation to ensure that the boat is properly license and insured.

# 17. Guidelines for the Cable Park Function and Operation

Waterski Wakeboard Saskatchewan (WSWS) Cable Park is a non-profit organization that provides an urban destination for water sports enthusiasts. WSWS Cable Park offers wakeboarding, waterskiing, and other related water sports, using an overhead cable system to pull riders across the water, making the sport more accessible and affordable for youth and families. This unique approach to economic and environmental sustainability, coupled with its commitment to promoting physical fitness and active lifestyles makes it a popular destination for families, groups, and individuals.

## 1. Purpose:

To build participation in Towed Watersports, and to create opportunities for increased membership in the association.

- 2. The oversight for the Cable Park is provided by the VP Sport for All, including job posting, hiring and staff management, in cooperation with the Executive Director Staff at the park will have specific duties, including but not limited to:
  - a. Serve as an advocate for towed watersports and for WSWS.
  - b. Become knowledgeable about cable sports and the supporting equipment and use this expertise to educate, inform, inspire, and support participants.
  - c. Operate the cable system and give participants instruction as needed.
  - d. Instruct guests on the proper usage of equipment and lifejackets.
  - e. Teach guests the cable rules (i.e., safety rules, proper exiting, features, etc.).
  - f. Assist guests with any problems.
  - g. Monitor guests' conduct and enforcing riding rules.
  - h. Retrieve ropes, boards, etc., when needed.
  - i. Oversee the safety of fallen participants and assisting guests out of the water if needed.
  - j. Become aware of and follow all safety rules and serve as a role model to others.
  - k. Ensure cable system is functioning properly and make adjustments as necessary.
  - Assist with group set-up and clean-up.
  - m. Instruct customers on how to register as they arrive, and monitor client list provided by the system for online registrations.
  - n. Keep club areas and grounds clean and safe.
  - o. Perform required daily maintenance to cable system.
- 3. The full job description is on the Waterski and Wakeboard Saskatchewan website)

# 18. Guidelines for Provincial Championships Site Rental

- 1. The site must be capable of accommodating all registered WSWS disciplines (Jump, Wakeboarding, Slalom and Tricks).
- 2. Site must have a minimum interference with other water vehicles during the tournament.
- 3. Site must have power near the tournament area for calculating results. (Generators are acceptable).
- 4. Hosting body must submit their proposal 2 weeks prior to the AGM to the WSWS Executive for the tournament year. This proposal needs to include a financial budget for the tournament.
- 5. Additional advantages include:
  - a. Site is well protected from predominant winds.
  - b. Site is free from 90 degree embankments (sharp shore edges cause backwash).
  - c. Site has been surveyed and is accurate.
  - d. Site is equipped with an announcers booth and calculators quarters.
  - e. Hosting body organizes social functions and off water activities.
  - f. Hosting body promotes and advertises the tournament.

Approved: April 2024.

## 19. Concussion Policy

#### 1. What is a Sports Concussion?

- a. According to the Consensus statement on Concussion in Sport: the 4th International Conference on Concussion in Sport, Zurich 2012, a Sports Concussion is a brain injury and is defined as a complex pathophysiological process affecting the brain, induced by traumatic biomechanical forces.
- b. Concussion may be caused either by a direct blow to the head, face, neck or elsewhere on the body with an "impulsive" force transmitted to the head.
- c. Concussion typically results in the rapid onset of short-lived impairment of neurological function that resolves spontaneously. However, in some cases, symptoms and signs may evolve over a number of minutes to hours.
- d. Concussion may result in neuropathological changes, but the acute clinical symptoms largely reflect a functional disturbance rather than structural injury.
- e. Concussion results in a graded set of clinical syndromes that may or may not involve loss of consciousness. Resolution of the clinical and cognitive symptoms typically follows a sequential course. However, it is important to note that in some cases symptoms may be prolonged.

#### 2. Health Care Team

#### **Provincial Championships**

Water Ski and Wakeboard provincial championships will utilize the following process to assess concussions that occur at the championships: Any athlete suspected of suffering a concussion will be asked to consult with a medical professional, and may be asked to cease participation in the event.

#### Other Competitions and Practices

Coaches for WSWSask clinics have up to date First Aid, including education on concussion recognition and management. They are aware that participants who sustain a blow to the head or body may have suffered a concussion, and should be referred to a medical professional. WSWSask will rely on the athlete's health care professional for return to play clearance post-concussion.

## 3. Concussion Prevention and Education

Information regarding concussion prevention and management is posted at <a href="https://www.wswsask.ca">www.wswsask.ca</a>.

The athlete resources, listed above, will be sent to all Sask First team members and any interested members at the start of the season. Anyone interested in athlete resources is invited to email <a href="mailto:wswsask@gmail.com">wswsask@gmail.com</a>.

#### 4. Pre-Season Concussion Assessment

It is the expectation that any athletes participating in the Sask First and Grassroots programs with WSWSask complete the Health History form in Appendix A of this policy, and disclose any prior concussions. Any athletes with pre-existing medical conditions may be asked for further information from their health care professional prior to participation.

## 5. Concussion Management During the Season

#### Recognize the Concussed Athlete

Coaches will be made aware of the forces that cause concussion in athletes, and be vigilant in recognizing signs and symptoms of concussion in an athlete who has suffered a blow to the head or body. Any athlete suspected of suffering a concussion must be immediately removed during the competition or practice. The athlete will be monitored until a parent or guardian can be notified and care is transferred to them. Serial monitoring of the athlete is recommended as concussion can be an evolving injury that changes over the first 24-48 hours.

#### 6. Further Evaluation of the Concussed Athlete

Any athlete suspected of having a concussion should:

- Have an appointment with their physician for assessment and to begin the Return to Learn and Play Protocols, and/or
- Have evaluation and treatment by a physiotherapist/chiropractor/athletic therapist, if symptoms persist.

Evaluation of the concussed athlete should include:

- Mechanism of Injury
- Concussion History and Modifiers
- Symptoms
- Neurological Exam
- Mental Status
- Cognitive Function
- Gait
- Balance
- Vestibular
- Cervical

#### 7. Treatment of the Concussed Athlete

The first step in concussion management is symptom limited physical and cognitive rest.

- Physical Rest no training or practice
- Cognitive Rest removal from school or work

Under the advice of a medical professional, multimodal approach will be used in the symptom management of an athlete with a concussion. This may include the following professionals or therapies:

- Medical Management
- Physiotherapy/Athletic Therapy
- Massage Therapy
- Chiropractic
- Vestibular Rehabilitation
- Cognitive Therapy

## 8. Return to Play and Learn Protocol

As the athlete's symptoms improve a graduated return to cognitive activities will be initiated under the supervision of a health care professional. This may include a gradual increase in tasks that require focus, attention and memory. Classroom learning may include partial attendance at school, a delay in assignments or exams, and other modifications in the learning environment. Upon improved cognitive function, the athlete will begin the return to play protocol.

The athlete must receive medical clearance (Appendix A) from their health care professional to begin the graduated return to play protocol. The athlete's progression through the protocol will be monitored by their health care professional. The final full return to play is a medical decision.

Adopted: 21 September 2016.

# WSWS Athlete Concussion History Form

| Date completed:                 |                |                      |                                     |               |          |
|---------------------------------|----------------|----------------------|-------------------------------------|---------------|----------|
| Name:                           |                |                      |                                     |               |          |
|                                 |                |                      |                                     |               |          |
| Address:                        |                |                      |                                     |               |          |
|                                 |                |                      |                                     |               |          |
|                                 |                |                      |                                     |               |          |
| Phone number (day):             |                |                      | e of birth:                         | Male: □       |          |
| Thone number (duy).             | Date of birth. |                      |                                     | Female:       |          |
|                                 |                |                      |                                     |               | Other: 🗌 |
| Email:                          |                |                      |                                     |               |          |
|                                 |                |                      |                                     |               |          |
|                                 |                |                      |                                     |               |          |
| In case of emergency, contact:  |                |                      |                                     |               |          |
| Name:                           |                |                      |                                     |               |          |
|                                 |                |                      |                                     |               |          |
| Phone number (day):             | Phone numb     |                      | night):                             | Relationship: |          |
|                                 |                |                      |                                     | ·             |          |
|                                 |                |                      |                                     |               |          |
| Concussion and Concussion Modit | fier His       | storv                |                                     |               |          |
|                                 |                |                      |                                     |               |          |
| now:                            |                | Indicate:<br>Yes (Y) | Describe (year, context, treatment) |               |          |
|                                 |                | No (N)               |                                     |               |          |
| Concussion                      |                |                      |                                     |               |          |
| Migraines                       |                |                      |                                     |               |          |
| Neck/back problems              |                |                      |                                     |               |          |
| Fainting spells                 |                |                      |                                     |               |          |
| Learning disabilities           |                |                      |                                     |               |          |
| ADHD                            |                |                      |                                     |               |          |
| Motion sickness                 |                |                      |                                     |               |          |
| Depression                      |                |                      |                                     |               |          |

| Please describe relevant medications: |   |
|---------------------------------------|---|
|                                       |   |
|                                       |   |
|                                       |   |
|                                       |   |
|                                       | Signature of parent/guardian (if athlete under 18): |
|                                       |   |
|                                       | Date:   |
|                                       |   |
|                                       |   |

NOTE: Medical data is confidential. This card must be kept in the care of authorized personnel only.

## 20. Water Ski and Wakeboard Saskatchewan Privacy Policy

## 1. Our Privacy Commitment

- a. Water Ski and Wakeboard Saskatchewan (WSWS) is committed to keeping personal information accurate, confidential, secure and private.
- b. Based on the Personal Information Protection and Electronic Documents Act (PIPEDA), this Policy describes how WSWS adheres to the ten principles of privacy set out in PIPEDA which are summarized in the attached Schedule "A." The Privacy Policy will outline the types of personal information we may collect from members, athletes and, where applicable, donors and customers, and explains how we may use it and disclose it to others. It will also outline the safeguards we implement to protect personal information and provide to members and donors the opportunity to access and correct personal information we have about them.
- c. A copy of PIPEDA is available at the federal Privacy Officer's website at <a href="https://www.privcom.gc.ca">www.privcom.gc.ca</a> and in Section 1.1.
- 2. Information We Gather and Use Collecting Your Personal Information
  - a. This policy only applies to your personal information that we collect or use in relation to a commercial activity of WSWS.
  - b. At WSWS we ask for your permission when we collect, use or disclose your personal information in the course of a commercial activity. Personal information is that which refers to you specifically and is collected in person, over the telephone or by corresponding with you via mail, facsimile, or over the internet.
  - c. When you request a service or membership from us, or participate in an athletic event sanctioned by us, we, or our affiliates, subsidiaries or related organizations, may, with your consent, collect personal information from you, which may include the following:
    - name;
    - mailing address;
    - email address;
    - telephone number;
    - contact numbers:
    - date of birth;
    - for competitions or awards, past competition results;
    - in certain instances, pertinent health information regarding athletes.

- d. The following activities are examples of when WSWS may require the collection or use of your personal information:
  - collection of membership, registration or competition fees;
  - organization of club activities;
  - communicating with you about WSWS or related association or organization activities;
  - compiling member statistics;
  - compiling member, athlete or registration lists;
  - providing member, athlete or registration lists or member discipline or suspension reports or histories to Sask Sport Inc. or Water Ski and Wakeboard Canada;
  - mailing out member newsletters;
  - Selling programs for competition, promotional, fundraising or other purposes;
  - participating in a dispute resolution process;
  - participating in a fundraising or planned giving programs;
  - communicating with members and athletes; and
  - selling advertising in publications of WSWS that contain personal information about the member, a donor or athletes (for example, athlete statistics).
- e. During the application process to become a WSWS member, or to renew your membership, or as a non-member, donor or athlete associated with WSWS, you may have provided us with written consent respecting the collection, use and disclosure of your personal information. This Privacy Policy is intended to supplement, and does not replace or modify any such written consent previously provided.
- f. You have a choice whether to provide us with the personal information requested. In our operations, however, your decision to withhold particular details may limit the services, association or membership we are able to provide you. In some cases we may not be able to enter into a relationship with you.
- g. WSWS maintains a contact history for each member, which is used primarily for service, collection and payment purposes. This information, however, is limited to internal use and restricted to our employees, agents and restricted volunteers.
- h. The information we ask you to provide varies with the circumstances of your activity or the service you request such as:
  - General Inquiry
    - For general inquiries on our organization, you may need to provide limited information such as your name, contact address or contact number. This will allow us to contact you with regard to your interest in WSWS.

#### WSWS Service

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

## Athlete Participation

- We may be required to provide certain personal and statistical information regarding athletes for the purposes of competitions or rankings
- We may use the personal information you provide to us to:
  - o communicate with you;
  - o provide you with the information you have requested;
  - provide statistical information and results for competitions and events;
  - provide statistical information to governing bodies, Sask Sport Inc. and Water Ski and Wakeboard Canada, for purposes of membership reporting; and
  - o advertising or promotional activities.
- With your consent, we may also send you information about other activities in which we believe you would be interested. We want to assure you that we only use your personal information for the purposes that we have disclosed to you.
- Most of the information we retain about you consists of your membership and competition record. We use transactional information to keep track of and report back to you in these areas, if requested.

#### 3. With Whom We May Share Your Information

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

## b. Employees and Volunteers

 In the course of daily operations, access to private, sensitive and confidential information is restricted to authorized employees or volunteers who have a legitimate purpose and reason for accessing it. For example, when you call or

- e-mail us, our designated employees will access your information to verify that you are the member and to process your requests.
- As a condition of their employment or volunteer activities, all or our employees and volunteers are required to abide by the privacy standards we have established. WSWS educates our employees, agents and volunteers about the responsibilities of handling personal information. Unauthorized access to and/or disclosure of member information by an employee or volunteer of WSWS is strictly prohibited. All employees and volunteers are expected to maintain the confidentiality of personal information at all times and failing to do so could result in appropriate disciplinary measures, which may include dismissal or termination of volunteer activities.

#### c. Outside Service Suppliers

- We sometimes contract outside organizations to perform specialized services, such as processing data, applying payments or facilitating mail-outs.
   Our service suppliers may at times process or handle some of the information we receive from you.
- When we contract with our suppliers to provide specialized services, they are given only the information necessary to perform those services. Additionally, they are prohibited from storing, analyzing or using that information for purposes other than to carry out the service contracted with us to provide. Our suppliers are bound by contractual obligations designed to protect the privacy and security of your information. As part of our contract agreements, our suppliers and their employees are required to protect your information in a manner consistent with the privacy policies and practices that we have established.

#### d. Other

- We do share personal information of our members in the following circumstances:
  - When required by law There are some types of information that we are legally required to disclose. We may also be required to disclose information in connection with a legal proceeding or court order to authorities. Only the information specifically requested by legitimate authorities will be disclosed;
  - When permitted by law In certain other situations we may be required to disclose personal information, such as when returning a cheque due to insufficient funds or when dealing with a legal matter that concerns your membership or activities within WSWS;
  - When disclosure is clearly in your best interests, as determined in the sole discretion of WSWS, and consent cannot be obtained in a timely manner;
  - Where the information is considered to be in the public domain;
  - To collect a debt owed to WSWS; and

- In cases of emergency.
- e. WSWS may disclose the following kind of personal information about you:
  - Information we receive from you on your application and other forms you submit to us or communications between us, including by writing, by telephone, by fax or by electronic format. This information includes, for example, your name, your address, and telephone number.
  - Information about your dealings and relationship with us and our related associations and organizations. For example, this information includes your membership status and athletic activities.
- f. We may also disclose the same kind of personal information described above with respect to our former members.

#### 4. How we Safeguard your Information

a. At WSWS, we do our best to protect the privacy of our members. All of our databases are password protected and customer information is given to employees and restricted volunteers only to conduct their jobs or tasks.

#### 5. Internet Websites

a. We do not monitor individual use of our website at www.wswsask.ca. We, or our internet designing company do however monitor activities on the website to improve its functionality. This information does not contain personal information, beyond what is needed for contact purposes, and is not permanently stored for future use.

## 6. Verifying Your Information

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

#### 7. Accessing your Personal Information

- a. WSWS will provide a procedure for its members, athletes and non-member customers to view information held by WSWS and to report and quickly remedy inaccurate information. There are certain situations where WSWS may not provide an individual access to their personal information, including those instances where:
  - the information is prohibitively costly to provide;
  - the information contains references to other individuals, including members, donors or non-member customers;

- the information cannot be disclosed for legal, security or commercial proprietary reasons; and
- the information is subject to solicitor-client or litigation privilege.

## 8. Withdrawing Consent

a. Upon becoming a member of WSWS, participating in activities arranged or sanctioned by us, you consent to our use, collection, verification and disclosure of your personal information in accordance with this Policy. You may at any time withdraw your consent for your personal information to be used for certain purposes. A withdrawal of consent must be in writing and must be sent to us via registered mail to the address WSWSask 14-401 45th St W.Saskatoon, S7L 5Z9. If your consent is withdrawn, this may restrict our ability to assist you or to extend membership privileges and we may not be able to provide you with all of our benefits, products and services.

## 9. In Summary

a. We take our responsibility to respect and protect the confidentiality of your personal information very seriously. For more information about our commitment to protect the privacy and confidentiality of your personal information or to express any concerns you may have, please write to:

Adopted: March 2012.

## Schedule A: WSWS Privacy Policy Principles

#### Principle 1: Accountability

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

#### Principle 2 -- Identifying Purposes

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

## • Principle 3 -- Consent

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

## • Principle 4 -- Limiting Collection

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

#### Principle 5 -- Limiting Use, Disclosure, and Retention

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

#### Principle 6 -- Accuracy

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

## Principle 7 -- Safeguards

Personal information shall be protected by security safeguards appropriate to the sensitivity of the information.

## • Principle 8 -- Openness

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

## • Principle 9 -- Individual Access

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

## • Principle 10 -- Challenging Compliance

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

## 21. Board Diversity Policy

Waterski and Wakeboard Saskatchewan (WSWS) values the benefits that diversity can bring to its board of directors. Diversity promotes the inclusion of different perspectives and ideas, mitigates against group think and improves oversight, decision-making and governance. Diversity on the Board also demonstrates our commitment to diversity at all levels within our programming.

WSWS seeks to maintain a Board comprised of talented and dedicated directors with a diverse mix of experience, skills and backgrounds collectively reflecting the strategic needs of the association. When assessing Board composition or identifying suitable candidates for appointment or re-election to the Board, WSWS will consider candidates using objective criteria having due regard to the benefits of diversity and the needs of the Board.

For purposes of this policy, diversity includes business experience, geography, age, gender, visible minorities, Indigenous peoples, persons with disabilities and sexual orientation. WSWS is required to report annually to SaskSport on the diversity of its members.

With a view to enhancing Board diversity, WSWS has adopted the following practices:

- When recruiting new candidates for director, search protocols will extend beyond the networks of existing Board members and include the identification of a reasonable proportion of candidates from equity groups.
- The Nomination Committee will be tasked to help identify candidates for appointment to the Board, and will be specifically directed to include women candidates and candidates who are members of other designated groups.
- In furtherance of Board diversity, WSWS aspires to attain by its annual meeting in 2024 and thereafter maintain a Board composition in which at least 30.0% of the Board are women.
- WSWS believes promotion of diversity is best served through careful consideration of all of
  the knowledge, experience, skills and backgrounds of each individual candidate for director
  in light of the needs of the Board without focusing on a single diversity characteristic and,
  accordingly, has not adopted further specific Board diversity goals.

When assessing the composition of the Board, the principal focus is on the ensuring the Board has the diverse experiences, skills and backgrounds needed to oversee collectively the association and take a balanced approach when considering the extent to which personal characteristics are taken into account.

The Board seeks to maintain diversity in membership of its committees and in Board leadership roles and will consider diversity when assigning chair roles for the Board and its committees.

Annually, the Board or a committee of the Board will review this policy and assess its effectiveness in promoting a diverse Board and the progress of WSWS in achieving target(s) (if any) set out in this policy, and make recommendations for edits and updates as appropriate.

## 22. WSWSASK Committees Policy

Committees may be made up from the Board of Directors or other individual members of WSWS, as determined by the Board of Directors. The specific roles of Committee Members will be determined on an annual basis, after the projects for the year have been determined and may change from year-to-year.

Committee Possibilities and Terms of Reference

#### 1. Waterski

- a. Create a budget for the team
- b. Develop a calendar of events
- c. Search for provincial coach
- d. Send out applications for the SaskFirst team and development program, and make recommendations to the board for the athlete placement
- e. Monitor the LTAD of the athletes in the program year-over-year for succession planning, i.e. train to train and train to compete
- f. Demonstrate clear pathways, athlete progression from train to train to compete
- g. Provide access to elite level coaching for all team athletes
- h. Provide development opportunities for coaches
- i. Provide opportunities for development team athletes to progress to SaskFirst Team

("provincial coach" with honorarium – may or may not be the same as the coach for the summer camps) would also include the Development team as well as the named athletes for SaskFirst

## 2. Wake

- a. Create a budget for the team
- b. Develop a calendar of events
- c. Search for provincial coach
- d. Send out applications for the SaskFirst team and development program, and make recommendations to the board for the athlete placement
- e. Monitor the LTAD of the athletes in the program yea- over-year for succession planning: train to train and train to compete
- f. Demonstrate clear pathways, athlete progression from train to train to compete
- g. Provide access to elite level coaching for all team athletes
- h. Provide development opportunities for coaches
- i. Provide opportunities for development team athletes to progress to SaskFirst Team

("provincial coach" with honorarium – may or may not be the same as the coach for the summer camps) would also include the Development team as well as the named athletes for SaskFirst

## 3. Adaptive

- a. Create a budget for the team
- b. Develop a calendar of events
- c. Search for provincial coach
- d. Send out applications for the SaskFirst team and development program, and make recommendations to the board for the athlete placement
- e. Monitor the LTAD of the athletes in the program year-over-year for succession planning: train to train and train to compete
- f. Demonstrate clear pathways, athlete progression from train to train to compete
- g. Provide access to elite level coaching for all team athletes
- h. Provide development opportunities for coaches
- i. Provide opportunities for development team athletes to progress to SaskFirst Team
- j. Develop awareness and accessibility for Adaptive person/athletes to the joys of water skiing through give it a go days
- k. Increase membership in the association
- I. To start to establish independent adaptive skiers in the province who will progress and learn to ski independently and to compete
- m. Develop more coaches and drivers across the province to facilitate accessibility for the above

("provincial coach" with honorarium – may or may not be the same as the coach for the summer camps) would also include the Development team as well as the named athletes for SaskFirst

#### 4. Sport for All (Grassroots)

This includes Travel Clinic, Cable Park, and the boat/equipment and club development.

- a. Identify and make partnerships with local clubs and summer camps to deliver our programs
- b. Determine and oversee partners that use our Rip N Ride Skill Progression Program
- c. Develop strategies for promoting Rip n Ride to coaches, clubs and schools
- d. Work with the Lake Ambassador Program to identify people in zones and public lakes to be ambassadors
- e. Support all Learn to Train opportunities
- f. Demonstrate clear pathways and athlete progression from early grassroots to Learn to Train and Learn to Compete
- g. Provide development opportunities for coaches
- h. Develop and maintain a grassroots recreation for water ski and wake

#### 5. Nominations

a. Work with the past president and current board members, and discuss succession plans and development of potential pool of candidates

#### 6. Events

- a. Liaise with other clubs and schools to execute events
- b. Responsible for find a host site for Provincials and help to run and organize Provincials
- c. Offer support for hosting events
- d. Continue to Develop Provincials Hosting Guidelines

## 7. Fundraising

- a. Work with the board to realize annual goals
- b. Work with the teams and athletes to develop fundraising opportunities to support the programs and the events

## 8. Coach/Officials

- a. Develop long term strategic plan for coach development
- b. Identify trained coaches interested in pursuing certification; identify Learning Facilitators to become Evaluators
- c. Plan and execute coach development program (should include more formalized professional development opportunities)
- d. Wake and Water Ski both need to be considered in the coach development strategy
- e. Influence NSO legislation of certification requirements and sport specific content (wake surf module etc.)
- f. Leverage and promote multi-sport modules and continuing education modules through CAC
- g. Develop pathways for water ski Officials
- h. Develop clinics and courses for officials development
- i. Develop database of WSWS Officials/volunteers

# 23. Guidelines for Disciplinary Action

- 1. Any competitor at any tournament, either sanctioned or not, may be subject to disciplinary action for unsportsmanlike or improper conduct by a simple majority vote of the Board.
- 2. Any representative of WSWS referring to coach, manager or others so designated by WSWS may be subject to disciplinary action for unsportsmanlike or improper conduct by a simple majority vote of the Board.
- 3. Such disciplinary action may involve removal of financial assistance to the athlete or persons so involved or any other reasonable action the Board may decide upon.
- 4. Such disciplinary action to be voted upon within forty-five (45) days of the Board having been made aware of the action.

Approved: January 2024

# 24. Safe Sport Policy Suite

#### **INTRODUCTION**

Waterski and Wakeboard Saskatchewan has a fundamental obligation and responsibility to protect the health, safety and physical and mental well-being of every Individual that is involved in the towed watersports community.

Waterski and Wakeboard Saskatchewan takes any situation involving misconduct, Maltreatment and Prohibited Behaviour very seriously; for this reason, Waterski and Wakeboard Saskatchewan is collectively committed to enacting and enforcing strong, clear, and effective policies and processes for preventing and addressing all forms of misconduct, Maltreatment and Prohibited Behaviour.

This Safe Sport Policy Manual contains policies that apply to the towed watersports community in the province of Saskatchewan. The policies are intended to promote a safe sport environment in a manner that allows for consistent, immediate, appropriate and meaningful action should any issues arise, but also to prevent issues from arising by communicating expected standards of behaviour to all participants.

Waterski and Wakeboard Saskatchewan adopted the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS) on March 24<sup>th</sup>, 2024. The UCCMS shall therefore be considered as incorporated by reference in this Safe Sport Policy Manual and will apply, as amended from time to time by the relevant functions of Abuse-Free Sport, to all Individuals as a condition of their participation in towed watersports in Saskatchewan.

Where applicable, any allegations involving Maltreatment and/or Prohibited Behaviour, as those terms are defined in the UCCMS, as amended from time to time by the Sport Dispute Resolution Centre of Canada (SDRCC), that involves a UCCMS Participant, must be Reported directly to the Office of the Sport Integrity Commissioner (OSIC), which will manage the matter in accordance with the Canadian Sport Dispute Resolution Code, and any other relevant and applicable policies.

Any allegations of an alleged breach of any of the policies included or referred to in this Safe Sport Policy Manual, including those involving Maltreatment and/or Prohibited Behaviour that do not fall within the authority of OSIC, as described above, must be Reported to Sask Sport's Independent Third Party, and shall be managed in accordance with this Safe Sport Policy Manual (and any other applicable policies). If the Independent Third Party receives a Report involving allegations of Maltreatment and/or Prohibited Behaviour that should have been Reported to OSIC as described above, they shall refer the matter to the OSIC and notify the Individual(s) that made the complaint of such action.

Except for those matters that must be reported to the OSIC, upon receipt of a Report from an Individual, the Independent Third Party will determine the appropriate forum and manner to address the complaint.

It should also be noted that certain policies found in this Safe Sport Policy Manual also apply to matters beyond safe sport (i.e., the *Appeal Policy*). As such, these policies will also be published on Waterski and Wakeboard Saskatchewan's website so that they are accessible and applicable in all relevant areas.

<sup>&</sup>lt;sup>1</sup> The Office of the Sport Integrity Commissioner is also referred to as Abuse-Free Sport.

Lastly, Waterski and Wakeboard Saskatchewan notes and wishes to advise the Saskatchewan towed watersports community that, if any Policy, in whole or in part, is excerpted from this Safe Sport Policy Manual, any such action must be taken with the knowledge, and disclosure to any receiving party, that the Policy is part of the Safe Sport Policy Manual, which may impact its application or understanding.<sup>2</sup>

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<sup>&</sup>lt;sup>2</sup> Circumstances may arise where one of the policies – or certain sections of a policy – in this Safe Sport Policy Manual are referenced in a document or communication outside of this Safe Sport Policy Manual. In such circumstances, it is important for the reader to understand that the policy or section(s) of the policy that are referenced in this manner may be required to be read in conjunction with other policies or the rest of the policy (where only certain sections are referenced) in order to have a full comprehension of how the policies must be applied.

## Safe Sport Suite Definitions

The terms defined below shall apply to Waterski and Wakeboard Saskatchewan's policies included in this Waterski and Wakeboard Saskatchewan Safe Sport Policy Manual. Defined terms are capitalized in the policies included herein.

- 1. "Affected Party" any individual or entity, as determined by the Appeal Manager, who may be affected by a decision rendered under the Appeal Policy and who may have recourse to an appeal in their own right under the Appeal Policy.
- 2. "Appellant" the Party appealing a decision pursuant to the Appeal Policy.
- 3. "Appeal Manager" an individual appointed by Waterski and Wakeboard Saskatchewan to oversee the administration of the Appeal Policy. The Appeal Manager's responsibilities shall include those as described in the Appeal Policy. The Appeal Manager shall be independent of Waterski and Wakeboard Saskatchewan. Appeal Managers that satisfy the relevant requirements to perform such duties can be found on the Sask Sport website here.
- 4. "Athlete" includes any Individual who is registered with Waterski and Wakeboard Saskatchewan (either directly or indirectly through their club, national sport organization or other sport organization) for either recreational or competitive purposes.
- 5. "Board" the Board of Directors of Waterski and Wakeboard Saskatchewan.
- 6. "Case Manager" an independent individual appointed by Waterski and Wakeboard Saskatchewan to fulfill the responsibilities described in the Discipline and Complaints Policy. In order to be appointed as a Case Manager, the individual must have relevant experience and skills to manage complaints and perform their duties, either as a legal practitioner or sport administrator. Case management service providers that satisfy the relevant requirements to perform such duties can be found on the Sask Sport website here.
- 7. "Complainant" the Party making a complaint pursuant to the Discipline and Complaints Policy and as referred to in the Investigations Policy.
- 8. "Complaint Resolution Officer" an individual appointed by Waterski and Wakeboard Saskatchewan to handle the duties of the Complaint Resolution Officer as described in the Discipline and Complaints Policy. Complaint Resolution Officers that satisfy the relevant requirements to perform such duties can be found on the Sask Sport website here.
- 9. "Criminal Record Check (CRC)" a search of the RCMP Canadian Police Information Centre (CPIC) system for adult convictions.
- 10. "Days" calendar days.<sup>3</sup>

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<sup>&</sup>lt;sup>3</sup> For the purpose of calculating deadlines, the following shall apply: the day of the act is not included in the calculation (i.e., the date of receipt of a decision is not Day 1); instead, the deadline would start on the day following receipt of the decision and would expire at midnight (in the location of the individual seeking to file an appeal) on the last day of the period. If the end date is a Saturday, a Sunday or a legal holiday, the period

- 11. "Director of Sanctions and Outcomes" the individual(s) responsible for overseeing the imposition of Provisional Measures, agreed outcomes, Sanctions and appearing before the Safeguarding Tribunal or the Appeal Tribunal in cases arising from a potential breach of the Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS) (or other conduct rules, as applicable) within the jurisdiction of the Office of the Sport Integrity Commissioner (OSIC).
- 12. "Discrimination" as defined in the UCCMS and as amended from time to time by the Sport Dispute Resolution Centre of Canada (SDRCC).
- 13. "Enhanced Police Information Check (E-PIC)" a Criminal Record Check plus a search of local police information, available from Sterling Backcheck.
- 14. "Event" an event sanctioned by Waterski and Wakeboard Saskatchewan, and which may include a social Event.
- 15. "Harassment" a vexatious comment (or comments) or conduct against an Individual or group, irrespective of whether the comment or conduct occurs in person or via any other media, including social media, which is known or ought to reasonably be known to be unwelcome. Types of behaviour that constitute Harassment include, but are not limited to:
  - a. Written or verbal abuse, threats, or outbursts;
  - b. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts;
  - Racial harassment, which is racial slurs, jokes, name calling, or insulting behaviour or terminology that reinforces stereotypes or discounts abilities because of racial or ethnic origin;
  - d. Leering or other suggestive or obscene gestures;
  - e. Condescending or patronizing behaviour which is intended to undermine selfesteem, diminish performance or adversely affect working conditions;
  - f. Practical jokes which endanger a person's safety, or which may negatively affect performance;
  - g. Hazing, which is any form of conduct which exhibits any potentially humiliating, degrading, abusive, or dangerous activity, which does not contribute to any Individual's positive development, but is required to be accepted as part of a team or group, regardless of the individual's willingness to participate. This includes, but is not limited to, any activity, no matter how traditional or seemingly benign, that sets apart or alienates any teammate or group member based on class, number of years on the team or with the group, or ability;
  - h. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing;
  - i. Deliberately excluding or socially isolating a person from a group or team;
  - j. Persistent sexual flirtations, advances, requests, or invitations;
  - k. Physical or sexual assault;

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runs until the next day that is not a Saturday, a Sunday or a legal holiday. For example, if an Individual receives a decision on Thursday December 17, 2020, the 14-day deadline to appeal this decision starts on Friday December 18, 2020 and would expire on Friday January 1, 2021. However, since January 1, 2021 is a legal holiday, January 2, 2021 is a Saturday, and January 3, 2021 is a Sunday, the deadline to appeal would expire at midnight (in the location of the individual seeking to file an appeal) on January 4, 2021.

- Behaviours such as those described above that are not directed towards a specific person or group but have the same effect of creating a negative or hostile environment; and/or
- m. Retaliation or threats of retaliation against a person who Reports harassment to Waterski and Wakeboard Saskatchewan.
- 16. "Independent Third Party" the independent organization or individual(s) retained by Sask Sport to receive complaints and to fulfill the responsibilities outlined in the Discipline and Complaints Policy, Investigation Policy and Appeal Policy, as applicable.
- 17. "Individuals" refers to all categories of members defined in the Bylaws of Waterski and Wakeboard Saskatchewan, as well as all people employed by, contracted by, or engaged in activities with Waterski and Wakeboard Saskatchewan including, but not limited to, employees, contractors, athletes, coaches, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, directors or officers.
- 18. "Maltreatment" as defined in the UCCMS, and as amended from time to time by the SDRCC.
- 19. "Members" refers to club members, otherwise known as affiliated clubs, as defined in the Bylaws of Waterski and Wakeboard Saskatchewan.
- 20. "Minor" any Individual who is under the age of 18. Adult Individuals are responsible for knowing the age of a Minor.
- 21. "OSIC" the Office of the Sport Integrity Commissioner, which is an independent division of the SDRCC, which comprises the functions of the Sport Integrity Commissioner.
- 22. "Parties" in the context of a complaint under the Discipline and Complaints Policy, the Complainant and Respondent; in the context of an appeal under the Appeal Policy, the Appellant, Respondent and Affected Party (or Parties).
- 23. "Person in Authority" any Individual who holds a position of authority within Waterski and Wakeboard Saskatchewan, including, but not limited to, coaches, officials, managers, support personnel, chaperones, committee members, directors or officers. In addition to the responsibilities described for Individuals in the Code of Conduct and Ethics, a Person in Authority shall be responsible for knowing what constitutes Maltreatment and Prohibited Behaviour.
- 24. "Provisional Suspension" means that the Individual is barred temporarily from participating in any capacity in any Event or activity of Waterski and Wakeboard Saskatchewan (or, as applicable, Waterski and Wakeboard Saskatchewan's Members), or as otherwise decided pursuant to the Discipline and Complaint Policy, prior to the decision rendered in a hearing conducted pursuant to the Discipline and Complaints Policy.
- 25. "Power Imbalance" as defined in the UCCMS and as amended from time to time by the SDRCC.

- 26. "Prohibited Behaviour" as defined in the UCCMS and as amended from time to time by the SDRCC.
- 27. "Prohibited Method" as defined in the Canadian Anti-Doping Program, as amended from time to time by the Canadian Centre for Ethics in Sport.
- 28. "Prohibited Substance" as defined in the Canadian Anti-Doping Program, as amended from time to time by the Canadian Centre for Ethics in Sport.
- 29. "Reporting (or Report)" as defined in the UCCMS and as amended from time to time by the SDRCC.
- 30. "Respondent" the Party responding to a complaint or investigation; or, in the case of an appeal, the body or organization whose decision is being appealed, or the Individual who was the subject of a decision that is being appealed.
- 31. Waterski and Wakeboard Saskatchewan Safe Sport Liaison Waterski and Wakeboard Saskatchewan will identify at least one designated individual who is responsible for acting as a representative of their organization and lead point of contact for any safe sport or dispute resolution matters. This includes, but is not limited to; 1) working directly with the Independent Third Party to select Complaint Resolution Officers, Case Managers and Appeal Managers from approved listing (found on Sask Sport's website), 2) ensuring major and minor sanctions are enforced, 3) ensuring mediation agreements are approved by Waterski and Wakeboard Saskatchewan /club and upheld, 4) long-term suspensions (1 year or longer) are reported to Sask Sport, 5) screening requirements and educational/training requirements are enforced. Safe Sport Liaisons must have knowledge and experience in board governance and must have completed the Governance Essentials e-learning course offered by the Canadian Centre for Ethics in Sport.
- 32. "Sexual Harassment" as defined in the UCCMS and as amended from time to time by the SDRCC.
- 33. "Social media" the catch-all term that is applied broadly to computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, TikTok, and Twitter.
- 34. "SDRCC" the Sport Dispute Resolution Centre of Canada.
- 35. "Tampering" as defined in the Canadian Anti-Doping Program, as amended from time to time by the Canadian Centre for Ethics in Sport.
- 36. "UCCMS" the Universal Code of Conduct to Prevent and Address Maltreatment in Sport, as amended from time to time by the SDRCC.
- 37. "UCCMS Participant" an Individual affiliated with Waterski and Wakeboard Saskatchewan's national sport organization, and who has signed the required UCCMS Participant consent form.

- 38. "Vulnerable Participant" as defined in the UCCMS and as amended from time to time by the SDRCC.
- 39. "Vulnerable Sector Check (VSC)" a detailed check that includes a search of the RCMP Canadian Police Information Centre (CPIC) system, local police information, and the Pardoned Sex Offender database.
- 40. "Workplace" any place where events, business or work-related activities are conducted. Workplaces include but are not limited to, the office or facilities of Waterski and Wakeboard Saskatchewan, work-related social functions, work assignments outside offices, work-related travel, the training, and competition environment (wherever located), and work-related conferences or training sessions.

- 41. "Workplace Harassment" vexatious comment(s) or conduct against a worker in a Workplace that is known or ought reasonably to be known to be unwelcome. Workplace Harassment should not be confused with legitimate, reasonable management actions that are part of the normal work/training function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute Workplace Harassment include, but are not limited to:
  - a. Bullying;
  - b. Workplace pranks, vandalism, bullying or hazing;
  - c. Repeated offensive or intimidating phone calls, text messages or emails;
  - d. Inappropriate sexual touching, advances, suggestions or requests;
  - e. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form;
  - f. Psychological abuse;
  - g. Excluding or ignoring someone, including persistent exclusion of a person from work-related social gatherings;
  - h. Deliberately withholding information that would enable a person to do his or her job, perform or train;
  - i. Sabotaging someone else's work or performance;
  - j. Gossiping or spreading malicious rumours;
  - k. Intimidating words or conduct (offensive jokes or innuendos); and/or
  - I. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning.
- 42. "Workplace Violence" the use of or threat of physical force by a person against a worker in a Workplace that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker in a Workplace that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker in a Workplace that could cause physical injury to the worker. Types of behaviour that constitute Workplace Violence include, but are not limited to:
  - a. Verbal or written threats to attack;
  - b. Sending or leaving threatening notes, text messages or emails;
  - c. Physically threatening behaviour such as shaking a fist at someone, finger pointing, destroying property, or throwing objects;
  - d. Wielding a weapon in a Workplace;
  - e. Hitting, pinching or unwanted touching which is not accidental;
  - f. Dangerous or threatening horseplay;
  - g. Physical restraint or confinement;
  - h. Blatant or intentional disregard for the safety or wellbeing of others;
  - i. Blocking normal movement or physical interference, with or without the use of equipment;
  - j. Sexual violence; and/or
  - k. Any attempt to engage in the type of conduct outlined above.

# 25. Athlete Protection Policy

| Effective date         | March 2024   |
|------------------------|--|
| Archived date          | -  |
| Date last reviewed     | March 2024   |
| Scheduled review date  | March 2027   |
| Replaces and/or amends | New  |
| Approved by            | Waterski and Wakeboard Saskatchewan Board of Directors |
| Approved               | March 2024   |

## **Purpose**

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

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

- 2. Waterski and Wakeboard Saskatchewan and its Members strongly recommend the 'Rule of Two' for all Persons in Authority who interact with Athletes, whether in person or remotely (i.e., in virtual settings). The Coaching Association of Canada describes the intention of the 'Rule of Two' as follows.
- 3. A coach must never be alone or out of sight with a minor athlete. Two NCCP trained or certified coaches should always be present with an athlete, especially a minor athlete, when in a potentially vulnerable situation such as in a locker room or meeting room. All one-on-one interactions between a coach and an athlete must take place within earshot and in view of a second coach except for medical emergencies. One of the coaches must also be of the same gender as the athlete. Should there be a circumstance where a second screened and NCCP trained or certified coach is not available, a screened volunteer, parent, or adult can be recruited.

- 4. Waterski and Wakeboard Saskatchewan recognizes that fully implementing the 'Rule of Two', as described above (and modified accordingly for Persons in Authority), in all circumstances, may not always be possible. Consequently, at a minimum, interactions between Persons in Authority and Athletes must respect the following:
  - a. Unless prohibited by public health order, the training and competition environments should be open to observation so that all interactions between Persons in Authority and Athletes are observable.
  - b. Private or one-on-one situations must be avoided unless they are open and observable by another adult or Athlete.
  - c. Persons in Authority shall not invite or have a Vulnerable Participant (or Vulnerable Participants) in their home without the written permission and contemporaneous knowledge of the Vulnerable Participant's parent or guardian.
  - d. Vulnerable Participants must not be in any situation where they are alone with a Person in Authority without another screened adult or Athlete present unless prior written permission is obtained from the Vulnerable Participant's parent or guardian.

#### **Practices and Events**

- 5. As it relates to practices and/or competitions, the following shall be respected:
  - a. A Person in Authority should never be alone with a Vulnerable Participant prior to or following a competition or practice unless the Person in Authority is the Athlete's parent or guardian.
  - b. If the Vulnerable Participant is the first Athlete to arrive, the Athlete's parent should remain until another Athlete or Person in Authority arrives.
  - c. If a Vulnerable Participant would potentially be alone with a Person in Authority following a competition or practice, the Person in Authority should ask another Person in Authority (or a parent or guardian of another Athlete) to stay until all of the Athletes have been picked up. If an adult is unavailable, another Athlete, who is preferably not a Vulnerable Participant, should be present in order to avoid the Person in Authority being alone with a Vulnerable Participant.
  - d. Persons in Authority giving instructions, demonstrating skills, or facilitating drills or lessons to an individual Athlete should always do so within earshot and eyesight of another Person in Authority.
  - e. If there is a concern with observing the Rule of Two, Persons in Authority and Athletes should take additional steps to achieve transparency and accountability in their interactions.

#### Communications

- 6. Communications between Persons in Authority and Athletes shall respect the following:
  - a. Group messages, group emails or team pages are to be used as the regular method of communication between Persons in Authority and Athletes.
  - b. Persons in Authority may only send personal texts, direct messages on social media or emails to individual Athletes when necessary and only for communicating information related to team issues and activities (e.g., non-personal information). Any such texts, messages or emails shall be professional in tone and must be copied to another adult when the Athlete is a Vulnerable Participant.
  - c. No personal texts between Vulnerable Participants and Persons in Authority may be sent; however, if this is necessary under Section 5(b), it shall include one other adult person on the message (preferably the Vulnerable Person's parent(s)/guardian(s)).
  - d. Parents and guardians may request that their child not be contacted by a Person in Authority using any form of electronic communication and/or to request that certain information about their child may not be distributed in any form of electronic communications.
  - e. All communication between a Person in Authority and Athletes must be between the hours of 6:00am and 11:00pm unless extenuating circumstances justify otherwise (e.g., cancelling an early morning practice).
  - f. Communications concerning drugs or alcohol use (unless regarding its prohibition) is not permitted.
  - g. No sexually explicit language or imagery or sexually oriented conversation may be communicated by any medium.
  - h. Persons in Authority and Athletes are not permitted to offer or ask one another to keep a secret for them.

#### Virtual settings

- 7. The Rule of Two shall apply to all Minors in a virtual environment. Specifically:
  - a. For Athletes under the age of 16, where possible, a parent/guardian should be present during any virtual session.
  - b. Two adult coaches should be present or one coach and one adult (parent, guardian, volunteer, club administrator). One-on-one virtual sessions are prohibited.
  - c. Coaches shall be informed by Waterski and Wakeboard Saskatchewan of the expected standards of conduct during virtual sessions.
  - d. Parents/guardians of Minors shall be informed by Waterski and Wakeboard Saskatchewan of the activities that will take place during the virtual session, as well as the process of the virtual session.
  - e. Parents/guardians of Minors shall provide consent to the Minor participating in the virtual session, if irregularly scheduled, or prior to the first session if the sessions will take place on a regular basis.
  - f. Communications during virtual sessions shall take place in an open and observable environment. Sessions must be initiated in appropriate locations (i.e., not in personal or inappropriate locations such as bedrooms).
  - g. Virtual sessions should be recorded whenever allowed by the technology being used.
  - h. Parents/guardians should debrief with Minors on a weekly basis regarding virtual sessions.

#### Travel

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

#### Locker Room / Changing Areas

- 9. The following shall apply to locker rooms, changing areas, and meeting rooms:
  - a. Interactions (i.e., conversation) between Persons in Authority and Athletes should not occur in any room where there is a reasonable expectation of privacy such as a locker room, restroom or changing area. A second adult should be present for any necessary interaction between an adult and an Athlete in any such room. The Rule of Two must be respected.
  - b. If Persons in Authority are not present in the locker room or changing area, or if they are not permitted to be present, they should still be available outside the locker room or changing area and be able to enter the room or area if required, including but not limited to team communications and/or emergency.

#### Photography / Video

- 10. Any photograph or video involving Athletes shall respect the following:
  - a. Photographs and video may only be taken in public view, must observe generally accepted standards of decency, and be both appropriate for and in the best interest of the Athlete.
  - b. The use of recording devices of any kind in rooms where there is a reasonable expectation of privacy is strictly prohibited.
  - c. Examples of photos that shall be edited or deleted include:
    - Images with misplaced apparel or where undergarments are showing
    - Suggestive or provocative poses
    - Embarrassing images
  - d. If any photographs or videos will be used on any form of public media, an Image Consent Form must be completed before any images are taken and used.

#### **Physical Contact**

- 11. It is recognized that some physical contact between Persons in Authority and Athletes may be necessary for various reasons including, but not limited to, teaching a skill or tending to an injury. Any physical contact shall respect the following:
  - a. Unless it is otherwise impossible because of serious injury or other justifiable circumstance, a Person in Authority must always clarify with an Athlete where and why any physical contact will occur prior to the contact occurring. The Person in Authority must make clear that they are requesting to touch the Athlete and not requiring physical contact.
  - b. Infrequent, non-intentional physical contact during a training session is permitted
  - c. Hugs lasting longer than five seconds, cuddling, physical horseplay, and physical contact initiated by the Person in Authority is not permitted. It is recognized that some Athletes may initiate hugging or other physical contact with a Person in Authority for various reasons (e.g., such as crying or celebrating after a performance), but this physical contact may only occur in an open and observable environment.

#### Enforcement

12. Any alleged violations of this Athlete Protection Policy shall be addressed pursuant to Waterski and Wakeboard Saskatchewan's Discipline and Complaints Policy.

### Privacy

13. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information.

## 26. Code of Conduct and Ethics

| Effective date                   | March 2024   |
|----------------------------------|--|
| Archived date                    | -  |
| Date last reviewed               | March 2024   |
| Scheduled review date            | March 2027   |
| Replaces and/or amends           | Waterski and Wakeboard Saskatchewan Code of Conduct and Ethics approved March 2016 |
| Approved by                      | Waterski and Wakeboard Saskatchewan Board of Directors                             |
| Approved                         | March 2024   |
| Appendix(-ces) to this<br>Policy | -  |

#### **Purpose**

1. The purpose of this Code is to ensure a safe and positive environment within the programs, activities, and Events of Waterski and Wakeboard Saskatchewan<sup>4</sup> by making Individuals aware that there is an expectation, at all times, of appropriate behaviour consistent with the applicable organization's core values and policies. Waterski and Wakeboard Saskatchewan supports equal opportunity, prohibits discriminatory practices, and is committed to providing an environment in which all individuals can safely participate in our sport and are treated with respect and fairness.

#### **Application of this Code**

- This Code applies to any Individual's conduct during the business, activities, and Events of Waterski and Wakeboard Saskatchewan including, but not limited to, competitions, practices, evaluations, treatment or consultations (e.g., massage therapy), training camps, travel associated with organizational activities, the office environment, and any meetings or social Events.
- 3. This Code also applies to Individuals' conduct outside of the business, activities, and Events of Waterski and Wakeboard Saskatchewan when such conduct adversely affects the organization's relationships (and the work and sport environment) or is detrimental to the image and reputation of Waterski and Wakeboard Saskatchewan. Such applicability will be determined by Waterski and Wakeboard Saskatchewan's sole discretion.
- 4. This Code applies to Individuals active in towed watersports or who have retired from towed watersports where any claim regarding a potential breach of this Code occurred when the Individual was active in the sport.

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<sup>&</sup>lt;sup>4</sup> A separate document with term definitions that apply to all Waterski and Wakeboard Saskatchewan Policy is found online and in the Waterski and Wakeboard Saskatchewan Safe Sport Policy Manual.

- 5. In addition, breaches of this Code may occur when the Individuals involved interacted due to their mutual involvement in towed watersports or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the Individual(s).
- 6. Any Individual who violates this Code may be subject to sanctions pursuant to the Discipline and Complaints Policy. In addition to facing possible sanctions pursuant to the Discipline and Complaints Policy, an Individual who violates this Code during a competition may be removed from the competition or training area, and the Individual may be subject to further sanctions.

#### **UCCMS**

7. The Universal Code of Conduct to Prevent and Address Maltreatment in Sport (UCCMS) was adopted by Waterski and Wakeboard Saskatchewan March 24th, 2024 and shall be incorporated into this Code by reference as if set out in full herein. Any modifications or amendments made to the UCCMS by the Sport Dispute Resolution Centre of Canada (SDRCC) shall come into effect immediately upon their adoption by the SDRCC, without the need for any further action by Waterski and Wakeboard Saskatchewan or its Members.

#### Responsibilities

- 8. Individuals have a responsibility to:
  - a. Maintain and enhance the dignity and self-esteem of other Individuals by:
    - Treating each other with the highest standards of respect and integrity;
    - Focusing comments or criticism appropriately and avoiding public criticism of Athletes, coaches, officials, organizers, volunteers, employees, or other participants;
    - Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct:
    - Acting to correct or prevent practices that are unjustly discriminatory;
    - Consistently treating individuals fairly and reasonably; and
    - Ensuring adherence to the rules of the sport and the spirit of those rules.
  - b. Refrain from any behaviour that constitutes Harassment, Workplace Harassment, Sexual Harassment, Workplace Violence, Discrimination or any form of Maltreatment or Prohibited Behaviour.
  - c. Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities.
  - d. Refrain from consuming tobacco products, cannabis, or other recreational drugs<sup>5</sup> while participating in the programs, activities, Events of Waterski and Wakeboard Saskatchewan or representing Waterski and Wakeboard Saskatchewan at any such programs, activities or Events.
  - e. In the case of Minors, not consume alcohol, tobacco, or cannabis at any Event.
  - f. In the case of adults, not consume cannabis in the Workplace or in any situation associated with Events (subject to any requirements for accommodation), not

<sup>5</sup> Recreational drugs are commonly considered to be substances such as amphetamines, cocaine, cannabis, ecstasy, heroin, ketamine, LSD, magic mushrooms.

consume alcohol during competitions (except where permitted in accordance with provincial licensing regulations) and manage the responsible consumption of alcohol in any other situation.

- g. Respect the property of others and not wilfully cause damage.
- h. Promote sport in the most constructive and positive manner possible.
- When driving a vehicle.
  - Not have their license suspended;
  - Obey traffic laws at all times;
  - Not be under the influence of alcohol, cannabis or illegal drugs or intoxicating substances;
  - Have valid insurance; and
  - Refrain from using a mobile device or engaging in any activity that would constitute distracted driving.
- j. Adhere to all federal, provincial, municipal and host country laws.
- k. Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition or para-classification, and/or refrain from offering or receiving any benefit which is intended to manipulate the outcome of a competition. A benefit includes the direct or indirect receipt of money or other anything else of value, including, but not limited to, bribes, gains, gifts, preferential treatment, and other advantages.
- Comply, at all times, with the bylaws, policies, procedures, and rules and regulations
  of Waterski and Wakeboard Saskatchewan and those of any other sport organization
  with authority over the individual, as applicable and as adopted and amended from
  time to time.
- m. Report any ongoing criminal or anti-doping investigation, conviction, or existing bail conditions involving an Individual to Waterski and Wakeboard Saskatchewan, including, but not limited to, those for violence, child pornography, or possession, use, or sale of any illegal or Prohibited Substance or Method.
- 9. In addition to Section 8 (above), directors, committee members, and employees of Waterski and Wakeboard Saskatchewan will have additional responsibilities to:
  - a. When performing their role as a director or committee member or employee of Waterski and Wakeboard Saskatchewan, ensure that they respect their duty of loyalty to Waterski and Wakeboard Saskatchewan and refrain from engaging in any activity or behaviour that could constitute a conflict of interest.
  - b. Ensure their loyalty prioritizes the interests of Waterski and Wakeboard Saskatchewan.
  - c. Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the business and the maintenance of Individuals' confidence.
  - d. Ensure that financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities.
  - e. If applicable, comply with the Screening Policy, including understanding ongoing expectations under the Screening Policy and fully cooperating in the screening process.

- f. Conduct themselves openly, professionally, lawfully and in good faith.
- g. Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism.
- h. Behave with decorum appropriate to both circumstance and position.
- i. Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to applicable laws.
- j. Respect the confidentiality appropriate to issues of a sensitive nature.
- k. Respect the decisions of the majority and resign if unable to do so.
- I. Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings.
- m. Have knowledge and understanding of all relevant policies and procedures.

In addition to the responsibilities described above, one board member and the Waterski and Wakeboard Saskatchewan's Safe Sport Liaison must also complete the Canadian Centre for Ethics in Sport's Governance Essentials e-learning course.

#### Coaches, Instructors, Trainers and Athlete Support Personnel

- 10. In addition to Section 8 (above), coaches, instructors, trainers and athlete support personnel (collectively, "coaches") have many additional responsibilities. The coach-Athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the Athlete. Coaches must understand and respect the inherent Power Imbalance that exists in this relationship and must not abuse it, either consciously or unintentionally. Coaches will:
  - a. Avoid any behaviour that abuses the Power Imbalance inherent to their position as a coach.
  - b. Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the Athletes.
  - c. Prepare Athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm Athletes.
  - d. Avoid compromising the present and future health of Athletes by communicating and cooperating with sport medicine professionals (where applicable) in the diagnosis, treatment, and management of Athletes' medical and psychological treatments.
  - e. Support the coaching staff of a training camp, provincial team, or national team, should an Athlete qualify for participation with one of these programs.
  - f. Accept and promote Athletes' personal goals and refer Athletes to other coaches and sport specialists as appropriate.
  - g. Provide Athletes (and the parents/guardians of Minor Athletes) with the information necessary to be involved in the decisions that affect the Athlete.
  - h. Act in the best interest of the Athlete's development as a whole person.
  - i. Comply with the Screening Policy, including understanding ongoing expectations under the Screening Policy and fully cooperating in the screening process.
  - j. Comply with all established responsibilities and obligations as set out by the coach's professional governing body, if any.
  - k. Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or Prohibited Substances or Prohibited Methods and, in the case of minors, alcohol, cannabis, and/or tobacco.

- Respect Athletes competing for other clubs, provinces or countries and, in dealings
  with them, not discuss topics or take actions which are deemed to be within the
  realm of 'coaching', unless after first receiving approval from the coaches who are
  responsible for the Athletes.
- m. Except where there was a pre-existing relationship prior to the development of the coach-Athlete relationship and there is otherwise no Power Imbalance, not engage in a sexual or intimate relationship with an Athlete of any age in which the coach is in a position of trust or authority.
- n. Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights.
- o. Dress appropriately.
- p. Use inoffensive language, and take the audience being addressed into account (e.g., the age/maturity of the participants).

#### **Athletes**

- 11. In addition to Section 8 (above), Athletes will have additional responsibilities to:
  - a. Adhere to their athlete agreement (if applicable).
  - b. Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete.
  - c. Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, and evaluations (including time controls or any other form of testing).
  - d. Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason.
  - e. Adhere to any rules and requirements regarding clothing and equipment.
  - f. Dress to represent the sport and themselves appropriately.
  - g. Act in accordance with applicable policies and procedures and, when applicable, additional rules as outlined by coaches or managers.

#### **Officials**

- 12. In addition to Section 8 (above), officials will have additional responsibilities to:
  - a. Maintain and update their knowledge of the rules and any rule changes.
  - b. Not publicly criticize any Individual.
  - c. Place the safety and welfare of competitors, and the fairness of the competition above all else.
  - d. Work within the boundaries of their position's description while supporting the work of other officials.
  - e. Act as an ambassador of towed watersports by agreeing to enforce and abide by national and provincial/territorial rules and regulations.
  - f. Take ownership of actions and decisions made while officiating.
  - g. Respect the rights, dignity, and worth of all Individuals.
  - h. Act openly, impartially, professionally, lawfully, and in good faith

- i. Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others.
- Respect the confidentiality required by issues of a sensitive nature, which may include discipline processes, appeals, and specific information or data about Individuals.
- k. Comply with the Screening Policy, including understanding ongoing expectations under the Screening Policy and fully cooperating in the screening process.
- Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases communicate their situation to Waterski and Wakeboard Saskatchewan or the individual(s) responsible for assignments as soon as possible.
- m. When writing reports, set out the actual facts to the best of their knowledge and recollection.
- n. Dress in appropriate attire for officiating.
- o. Where applicable, adhere at all times to the rules of the International Waterski and Wakeboard Federation (IWWF), as well as the rules of any other sport organization that has relevant and applicable authority over the official.

#### Parents/Guardians and Spectators

- 13. In addition to Section 8 (above), parents/guardians and spectators at Events will, at all times:
  - a. Encourage Athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence.
  - b. Condemn the use of violence in any form.
  - c. Never ridicule a participant during a competition or practice.
  - d. Respect the decisions and judgments of officials, and encourage Athletes to do the same.
  - e. Support all efforts to eliminate verbal and physical abuse, coercion, intimidation, and
  - f. Respect all competitors, coaches, officials and other volunteers.
  - g. Never harass competitors, coaches, officials, parents/guardians, or other spectators.

#### Anti-Doping

#### 14. All Individuals shall:

- a. Abstain from the non-medical use of medications or drugs or the use of Prohibited Substances or Prohibited Methods as listed on the version of the World Anti-Doping Agency's Prohibited List currently in force. More specifically, Waterski and Wakeboard Saskatchewan adopts and adheres to the Canadian Anti-Doping Program. Waterski and Wakeboard Saskatchewan will respect any sanction imposed on an Individual as a result of a breach of the Canadian Anti-Doping Program or any other applicable Anti-Doping Rules.
- b. Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision, who has been found to have committed an anti-doping rule violation and is serving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program or any other applicable anti-doping rules.

- c. Cooperate with any Anti-Doping Organization that is conducting an investigation into any anti-doping rule violation(s).
- d. Refrain from any offensive conduct toward a doping control official or other individual involved in doping control, whether or not such conduct constitutes Tampering as defined in the Canadian Anti-Doping Program
- 15. All Athlete Support Personnel or other persons who are Using a Prohibited Substance or Prohibited Method without a valid and acceptable justification shall refrain from providing support to Athletes that fall under Waterski and Wakeboard Saskatchewan or its Members' jurisdiction.

#### Retaliation, Retribution or Reprisal

16. It is a breach of this Code for any Individual to engage in any act that threatens or seeks to intimidate another Individual with the intent of discouraging that Individual from filing, in good faith, a Report pursuant to any Waterski and Wakeboard Saskatchewan policy. It is also a breach of this Code for an Individual remove opportunities, privileges or any other benefit from an Individual who has filed a Report against them or to file a Report for the purpose of retaliation, retribution or reprisal against any other Individual. Any Individual found to be in breach of this section shall be liable for the costs related to the disciplinary process required to establish such a breach.

#### Privacy

17. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information.

#### Discipline and Complaints Flow Chart

#### All complaints are to be reported to Sask Sport's identified Independent Third-Party for complaint reporting/handling,

and will be screened by the Independent Third Party (ITP) to determine next steps. Prior to determining whether a Complaint Resolution Officer or Case Manager/External Discipline Panel should be appointed, the ITP may propose use of Alternative Dispute Resolution techniques to resolve the dispute.

#### Complainant files complaint to Independent Third Party

(May be referred by OSIC, PSO/Club, or SSI)

#### Screening of Complaint (Section 18)

ITP (Independent Third Party) will determine if:

- a) The complaint is outside the jurisdiction of the Discipline and Complaints Policy or frivolous
- b) Propose the use of alternative dispute resolution
- c) Determine if the alleged incident should be formally investigated and/or
- d) Choose which process (Section 20 or Section 21) should be followed

#### Complaint Contains Less Severe Allegations (Section 20)

## Referral to Complaint Resolution Officer

- ITP and PSO appoint a Complaint
   Resolution Officer
   The Complaint Resolution Officer will:
   (Sections 31-38)
  - a. Ask the Complainant and the Respondent for written submissions regarding the complaint or incident b. If the CRO deems necessary, convene the parties to a meeting, either in person or video or teleconference to gather additional information

#### Decision

- Thereafter, the CRO shall determine if a breach occurred and, if so, if one or more sanctions should be applied (Section 35)
- If Respondent is a staff person of the association, the CRO may refer to association's Human Resource Policies to determine appropriate sanctions (Section 6)

#### Complaint is Resolved

Outcomes and those implications are communicated to parties, organizations and individuals (Sections 52-53)

Long-term suspensions, of 1 year or more, must be reported to Sask Sport to be added to long-term suspension listing



#### Alternative Dispute Resolution Policy

- ADR may be pursued at any point in a dispute upon the consent of the parties
- The Independent Third Party will:

   Facilitate the appointment of a facilitator or mediator with consent of parties
  - b. Appoint a mediator or facilitator
- The mediator/facilitator will decide the format for mediation/facilitation
- If a negotiated settlement is reached, the settlement will be reported to the Association (Safe Sport Liaison)
- If a negotiated settlement is not reached, the complaint will be referred back to the Independent Third Party for next steps
- Any negotiated settlement will be binding on the parties and not subject to appeal

## Complaint Contains Severe Allegations (Section 21)

#### Handled by Case Manager

 Following the determination that the complaint or incident should be handled under Process #2, the Independent Third Party will work with PSO to select a Case Manager (suitable options are listed on SSI website)



- a. Appoint an External Discipline Panel (who should be one arbitrator, or a Panel of three people in certain circumstances at the Case Manager's discretion. Arbitrators shall have experience with sport disputes and who is not in a conflict of interest)
- Coordinate all administrative aspects and set timelines
- Provide administrative assistance and logistical support to the External Discipline Panel as required
- d. Provide any other service or support that may be necessary to ensure a fair and timely proceeding
- In cooperation with the External Discipline Panel, will decide the format under which the complaint will be heard

#### Decision (Sections 50-56)

- After hearing the matter, the External Discipline Panel will determine whether an
  infraction has occurred and, if so, the sanction(s) to be imposed (Sections 57-65)
   If the Respondent is a staff person of the association, the External Discipline Panel
  may refer to the association's Human Resource Policies to determine appropriate
  sanctions (Section 6)
- The decision will be considered a matter of public record unless decided otherwise by the External Discipline Panel (Sections 52-53)

## 27. Discipline and Complaints Policy

| Effective date                   | March 2024   |
|----------------------------------|--|
| Archived date                    | -  |
| Date last reviewed               | March 2024   |
| Scheduled review date            | March 2027   |
| Replaces and/or amends           | Waterski and Wakeboard Saskatchewan Discipline and Complaints Policy approved March 2016 |
| Approved by                      | Waterski and Wakeboard Saskatchewan Board of Directors                                   |
| Approved                         | March 2024   |
| Appendix(-ces) to this<br>Policy | -  |

#### **Purpose**

 Individuals are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the policies, bylaws, rules and regulations of Waterski and Wakeboard Saskatchewan and those of its members, as applicable and as amended from time to time. Non-compliance may result in the imposition of sanctions pursuant to this Policy.

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

- 2. This Policy applies to all Individuals and to any alleged breaches of Waterski and Wakeboard Saskatchewan policies, bylaws, rules or regulations.
- 3. This Policy applies to matters that may arise during the business, activities, and Events of Waterski and Wakeboard Saskatchewan including, but not limited to, competitions, practices and training, evaluations, treatment or consultations (e.g., massage therapy), training camps, travel associated with Waterski and Wakeboard Saskatchewan activities, and any meetings.
- 4. This Policy also applies to Individuals' conduct outside of the business, activities, and Events of Waterski and Wakeboard Saskatchewan when such conduct adversely affects Waterski and Wakeboard Saskatchewan's relationships (and the work and sport environment) or is detrimental to the image and reputation of Waterski and Wakeboard Saskatchewan, or upon the acceptance of Waterski and Wakeboard Saskatchewan.
- 5. Without limiting the generality of the foregoing, this Policy applies to alleged breaches of the Code of Conduct and Ethics by Individuals who have retired from towed watersports where any claim regarding a potential breach of the Code of Conduct and Ethics occurred when the Individual was active in the sport. In addition, this Policy will apply to breaches of the Code of Conduct and Ethics that occurred when the Individuals involved interacted due to their mutual involvement in towed watersports or, if the breach occurred outside of the sport environment, if the breach has a serious and detrimental impact on the Individual(s).

If an Individual makes a complaint or Reports an incident that occurred at a time during which a different Waterski and Wakeboard Saskatchewan policy was in force (i.e., Code of Conduct and Ethics, Discipline and Complaints Policy), the matter will be governed by the substantive rules in the policy in force at the time that the incident occurred to determine whether an offense or breach of the policy has occurred, unless the panel hearing the matter determines that the principle of *lex mitior*<sup>6</sup> applies to the circumstances of the case; however, for such cases, this Discipline and Complaints Policy will apply retroactively, prior to its approval date, as it relates to procedural matters.

Applicability of this Policy will be determined by the Independent Third Party at their sole discretion and shall not be subject to appeal.

- 6. In addition to being subject to disciplinary action pursuant to this Discipline and Complaints Policy, an employee of Waterski and Wakeboard Saskatchewan who is a Respondent to a Report may also be subject to consequences in accordance with the employee's employment agreement, if applicable, or Waterski and Wakeboard Saskatchewan's human resources or other applicable policies.
- 7. Waterski and Wakeboard Saskatchewan will adhere to all disclosure and reporting responsibilities required by any government entity, local police force, or child protection agency.

#### **Minors**

- 8. Complaints may be brought for or against an Individual who is a Minor. Minors must have a parent/guardian or other adult serve as their representative during this process. Any Individual who Reports or brings a complaint on behalf of a Minor that involves known or suspected abuse, neglect or Maltreatment of a Minor that is not Reported to the Office of the Sport Integrity Commissioner (OSIC) pursuant to Sections 12-14 below must also Report this to local child welfare services, the applicable provincial or territorial social service ministries or departments, or local police.
- 9. Communication from the Independent Third Party, the Case Manager, Complaint Resolution Officer or discipline panel, as applicable, must be directed to the Minor's representative.
- 10. If the Minor's representative is not their parent/guardian, the representative must have written permission to act in such a capacity from the Minor's parent/guardian.
- 11. A Minor is not required to attend an oral hearing, if held, or participate in an investigation if conducted. In such circumstances, no adverse inference can be drawn against the Minor.

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<sup>&</sup>lt;sup>6</sup> The principle of *lex mitior* means that, if the rule relevant to a breach of any policy has been amended, the less severe rule will apply.

#### **Reporting a Complaint**

#### **UCCMS Participants**

- 12. Incidents that involve alleged Maltreatment or Prohibited Behaviour involving a UCCMS Participant must be reported to the OSIC and will be addressed pursuant to the OSIC's policies and procedures.
- 13. OSIC shall determine the admissibility of such complaints in accordance with the relevant and applicable OSIC Guidelines regarding the initial review and preliminary assessment, at their sole discretion.
- 14. If the Independent Third Party receives a complaint that they consider would otherwise fall within the above sections, they shall refer the matter to the OSIC and notify the Individual(s) that made the complaint of such action within seven days of referring the matter to the OSIC.

#### **Individuals**

- 15. Any complaints involving alleged breaches of Waterski and Wakeboard Saskatchewan's policies that do not fall within Sections 12 or 13 above must be Reported in writing by an Individual (or Individuals) to the Independent Third Party within twenty-one (21) days of the occurrence of the incident through the online form on the Sask Sport website. For the avoidance of doubt, this includes Reported complaints referred back to the Independent Third Party by the OSIC following a determination made by the OSIC that a complaint initially reported to it does not fall within its jurisdiction. The OSIC is not required to comply with the deadline specified in this Section 15. If Waterski and Wakeboard Saskatchewan receives a complaint, it must immediately provide it to the Independent Third Party. Where Waterski and Wakeboard Saskatchewan receives a complaint directly (or through its own independent third party, where applicable), it shall report the complaint to the Independent Third Party in a timely manner.
- 16. A Complainant who fears retribution or reprisal or who otherwise considers that their identity must remain confidential may Report a complaint to the Independent Third Party and request that their identity be kept confidential. If the Independent Third Party considers that the Complainant's identity must remain confidential, the Independent Third Party may ask that Waterski and Wakeboard Saskatchewan take carriage of the complaint and act as the Complainant pursuant to Section 22 below.<sup>8</sup>
- 17. If the Independent Third Party considers that it is unnecessary to keep the Complainant's identity confidential, they shall inform the Complainant, who may decide whether or not to pursue the Reported complaint. However, the Independent Third Party may not reveal the identity of the Complainant unless the Complainant expressly informs them of their desire to

<sup>&</sup>lt;sup>7</sup> This timeline may be waived at the Independent Third Party's sole discretion if they consider that there were extenuating circumstances that prevented the Individual from Reporting their complaint within twenty-one (21) days of the occurrence of the incident.

<sup>&</sup>lt;sup>8</sup> In such circumstances, the Complainant(s) may be required to provide evidence during the disciplinary process.

pursue the complaint and has indicated, in writing, their approval to have their identity divulged.

#### **Independent Third Party Responsibilities**

- 18. Upon receipt of a Reported complaint from an Individual (or Individuals) or the OSIC, the Independent Third Party shall:
  - a. determine whether the complaint falls within the jurisdiction of this Policy;
  - b. if it can be accepted pursuant to Section 15 above; and
  - c. whether it is either a frivolous or vexatious complaint, or if it has been made in bad faith.<sup>9</sup>

If the Reported complaint is not accepted by the Independent Third Party for any of the aforementioned reasons, the Independent Third Party shall inform the Complainant and provide the reasons for which the complaint was not accepted. If the Reported complaint is not accepted because it does not fall within the jurisdiction of this Policy but would fall within the jurisdiction of another sport's policy(ies), the Independent Third Party shall inform the Complainant(s) so that they may Report their complaint to the appropriate organization. If the Reported complaint is accepted by the Independent Third Party, the Independent Third Party shall proceed to make the determinations indicated in Sections 19-23 below and notify the Parties accordingly that the Reported complaint has been accepted.

19. In cases where the Independent Third Party receives a complaint or Report involving known or suspected abuse, neglect or Maltreatment of a Minor that is not reported to the OSIC pursuant to Sections 12-14, they shall Report this to local child welfare services, the applicable social service ministries or departments, or local police. The Independent Third Party shall not be responsible for fulfilling the aforementioned obligation if the Individual making the complaint or filing the Report confirms in writing that they have already Reported to any such authorities.

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<sup>&</sup>lt;sup>9</sup> As indicated in the Sport Dispute Resolution Centre of Canada's Investigation Guidelines, a Reported complaint shall not be characterized as vexatious if the evidence demonstrates that there was a reasonable basis for filing and pursuing it. For a complaint to be considered to have been made in bad faith, the Independent Third Party must consider that it was filed consciously for a dishonest purpose or due to the moral underhandedness of the Complainant and that there was an intention to mislead. Generally, a frivolous complaint will have no serious purpose or value.

- 20. The Independent Third Party shall direct a Reported complaint to be managed by the Complaint Resolution Officer appointed by Waterski and Wakeboard Saskatchewan if the Complainant alleges that any of the following incidents have occurred:
  - a. Disrespectful conduct or behaviour.
  - b. Minor acts of physical violence (i.e., pinching, shoving, intentionally blocking another person from their desired path, throwing an object at another person), unless the physical violence is between a Person in Authority and a Vulnerable Participant, in which case the matter will fall under Section 21 below.
  - c. Conduct contrary to the values of Waterski and Wakeboard Saskatchewan.
  - d. Conduct that intentionally interferes with a competition or with any Athlete's preparation for a competition.
  - e. Non-compliance with Waterski and Wakeboard Saskatchewan's policies, procedures, rules, or regulations.
  - f. Minor violations of the Code of Conduct and Ethics, the UCCMS, Social Media Policy, or the Athlete Protection Policy.

[Comment to Article 20: Where any of the above-mentioned incidents occur on the field of play, they shall be addressed through the policy/process applicable to the field of play incident, and by the individual with appropriate authority under that policy/process/Waterski Wakeboard Canada rulebook, subject to an Individual's right to file a Report regarding the incident pursuant to this Policy.]

- 21. Subject to Section 14, the Independent Third Party shall direct a Reported complaint to be managed by a Case Manager appointed by Waterski and Wakeboard Saskatchewan if the Complainant alleges that any of the following incidents have occurred:
  - a. Repeated incidents pursuant to Section 20;
  - b. Abusive, racist, or sexist comments, conduct or behaviour.
  - c. Any incident of hazing;
  - d. Behaviour that constitutes Maltreatment, Prohibited Behaviour, Workplace Harassment or Harassment;
  - e. Major incidents of physical violence (e.g., fighting, attacking);
  - f. Pranks, jokes, or other activities that endanger the safety of others;
  - g. Conduct that intentionally damages Waterski and Wakeboard Saskatchewan's image, credibility, or reputation;
  - h. Consistent disregard for Waterski and Wakeboard Saskatchewan's bylaws, policies, rules, and regulations;
  - Major or repeated violations of the Code of Conduct and Ethics, the UCCMS, Social Media Policy, or Athlete Protection Policy;
  - Intentionally damaging Waterski and Wakeboard Saskatchewan's property or improperly handling the organization's monies;
  - k. Abusive use of alcohol or any other intoxicating substance, any use or possession of alcohol or any other intoxicating substance by Minors, or use or possession of illicit drugs and narcotics; and/or
  - I. A conviction for any Criminal Code offense.

- 22. Notwithstanding any provision in this Policy, Waterski and Wakeboard Saskatchewan may, at its discretion, or upon request by the Independent Third Party in accordance with Section 16, act as the Complainant and initiate the complaint Reporting process under the terms of this Policy. In such cases, Waterski and Wakeboard Saskatchewan will identify an individual to represent the organization, unless Waterski and Wakeboard Saskatchewan is acting as the Complainant pursuant to Section 16.
- 23. If multiple Individuals file a complaint against the same Respondent that include allegations regarding the same incident(s), the Independent Third Party may, with the consent of all Parties, consolidate the complaints into a single procedure.
- 24. In circumstances where a member organization of Waterski and Wakeboard Saskatchewan fails to conduct disciplinary proceedings within a reasonable timeline in relation to a complaint that falls within its jurisdiction, is otherwise unable to manage the complaint for valid and justifiable reasons, such as a conflict of interest, due to a lack of capacity or where the member organization does not have policies in place (or adequate policies in place) to address the complaint, Waterski and Wakeboard Saskatchewan may, at its discretion, take jurisdiction over the matter and conduct the necessary proceedings in accordance with the policies in this Safe Sport Policy Manual.

#### **Investigations and Assessments**

- 25. In exceptional circumstances, and only when the Independent Third Party considers that the conditions indicated in this section have been satisfied, the Independent Third Party may determine that a Reported incident requires further investigation by an independent third-party investigator. The Independent Third Party will direct that an investigation be conducted:
  - a. Only if the Reported incident falls within Section 21 above;
  - In accordance with and by an independent investigator appointed pursuant to the Investigations Policy – Discrimination, Harassment and Maltreatment and Prohibited Behaviour;
  - c. Where the Independent Third Party considers that there is a need for an independent assessment to determine whether an allegation (or, where there are several allegations, which allegations) should be heard by a discipline panel pursuant to this Policy because they constitute, if found to be true, a likely breach of the Code of Conduct and Ethics, the UCCMS, the Social Media Policy, the Athlete Protection Policy, or any other relevant and applicable Waterski and Wakeboard Saskatchewan policy, or whether the allegations are frivolous, vexatious or made in bad faith; <sup>10</sup> and
  - d. For the purpose of making non-binding recommendations to the Independent Third Party so that they may discharge their responsibilities pursuant to this Policy.

If the Independent Third Party considers that an independent investigation or assessment must be conducted for the reasons mentioned above, the investigation shall be conducted before any disciplinary procedures are commenced pursuant to this Policy; however, when an investigation is conducted and where it is necessary in the circumstances, a Provisional Suspension or interim measures may be imposed in accordance with Sections 26-28 below.

<sup>&</sup>lt;sup>10</sup> Please see Footnote 9, modified accordingly for the circumstances of an investigation.

Upon receipt of the investigator's report, the Independent Third Party shall determine whether the matter will proceed pursuant to Sections 40 and below and shall inform the Parties and Waterski and Wakeboard Saskatchewan.

If the Independent Third Party does not consider that an independent investigation is necessary and the Reported complaint has been accepted pursuant to Section 18, the matter shall proceed pursuant to Sections 39 and following below.

#### **Provisional Suspensions**

- 26. If it is considered appropriate or necessary on the basis of the circumstances, immediate discipline or the imposition of a Provisional Suspension or interim measures may be imposed against any Individual by the Executive Director of Waterski and Wakeboard Saskatchewan (or their designate)<sup>11</sup> upon the recommendation of the Independent Third Party (except where there are time constraints)<sup>12</sup> after which further discipline or sanctions may be applied according to this Policy. Waterski and Wakeboard Saskatchewan will communicate any decision to impose a Provisional Suspension or interim measures to the Parties involved and to any other Individual or organization that is required to receive such information in order to ensure that the Provisional Suspension or interim measure can be implemented as directed.
- 27. If an infraction occurs at a competition, it will be dealt with by the procedures specific to the competition, if applicable. Provisional Suspensions or interim measures may be imposed for the duration of a competition, training, activity, or Event only, or as otherwise determined appropriate by the Executive Director of Waterski and Wakeboard Saskatchewan.<sup>13</sup>
- 28. Notwithstanding the above, Waterski and Wakeboard Saskatchewan may determine that an alleged incident is of such seriousness as to warrant the imposition of a Provisional Suspension of a Respondent pending completion of an investigation, assessment and/investigation by the OSIC, criminal process, the hearing, or a decision of the discipline panel.
- 29. Any Respondent against whom a Provisional Suspension or interim measure is imposed may make a request to the Independent Third Party or the discipline panel (if appointed) to have the Provisional Suspension or interim measure lifted. In such circumstances, Waterski and Wakeboard Saskatchewan shall be provided with an opportunity to make submissions, orally or in writing, regarding the Respondent's request to have their Provisional Suspension lifted. Provisional Suspensions or interim measures shall only be lifted in circumstances where the Respondent establishes that it would be manifestly unfair to maintain the Provisional Suspension or interim measure against them.

<sup>&</sup>lt;sup>11</sup> The term 'designate' includes the person with authority to impose a Provisional Suspension according to the situation.

<sup>&</sup>lt;sup>12</sup> Where there are time constraints, the Executive Director may impose a Provisional Suspension or interim measures against an Individual without seeking a recommendation from the Independent Third Party.

<sup>13</sup> In competition discipline or sanction imposed by the applicable official or authority does not prevent an Individual from facing additional disciplinary proceedings under the *Code of Conduct and Ethics*.

30. Any decision not to lift a Provisional Suspension or interim measure shall not be subject to appeal.

#### **Complaint Handled by Complaints Resolution Officer**

- 31. Following the Independent Third Party's determination that the Reported complaint or incident shall be managed by a Complaint Resolution Officer appointed pursuant to Section 20 above, the Independent Third Party shall encourage the Parties to attempt to resolve the matter through mediation pursuant to the Dispute Resolution Policy. <sup>14</sup> If the Parties do not agree to pursue mediation, or if mediation is attempted but is unsuccessful, the Independent Third Party, in collaboration with the Safe Sport Liaison, will appoint a Complaint Resolution Officer. <sup>15</sup> The Complaint Resolution Officer appointed to handle a Reported complaint or incident must be unbiased and not in a conflict of interest situation with any of the Parties.
- 32. The Complaint Resolution Officer will ask the Complainant and the Respondent for written submissions (taking any accessibility requirements into consideration) regarding the Reported complaint or incident. Both Parties shall also have the right to submit to the Complaint Resolution Officer any relevant evidence, including, but not limited to witness statements, documentary evidence or evidence from other media (i.e., photos, screenshots, videos or other recordings).
- 33. Each Party shall have the right to receive the other Party's submissions and evidence, including the Complainant's complaint. If the matter before the Complaint Resolution Officer involves a Complainant who wishes to keep their identity confidential, the Complaint Resolution Officer may redact documents as they consider reasonably necessary to protect the confidentiality of the Individual, but only to the extent that any redactions do not compromise the Respondent's procedural fairness rights. In the case of oral submissions, each Party shall have the right to be present when such submissions are made.
- 34. Following receipt of the Parties' submissions, the Complaint Resolution Officer may (but is not required to) convene the Parties to a meeting, either in person or by way of video or teleconference, in order to ask the Parties questions and/or, if permitted by the Complaint Resolution Officer, to allow the Parties to ask questions of one another.
- 35. Following their review of the submissions and evidence related to the Reported complaint or incident, the Complaint Resolution Officer shall determine if any of the incidents listed in Section 20 above have occurred and, if so, if one or more of the following sanctions should be applied:
  - a. Verbal or written reprimand;
  - b. Verbal or written apology;
  - c. Service or other contribution to Waterski and Wakeboard Saskatchewan;
  - d. Removal of certain privileges;

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<sup>&</sup>lt;sup>14</sup> If mediation is not attempted, or is initially unsuccessful, the Parties are still permitted to resolve the dispute amicably through mediation at any time prior to a final decision being rendered by the Complaint Resolution Officer.

<sup>&</sup>lt;sup>15</sup> In order to ensure that the process advances in a timely manner, the Independent Third Party may proceed with the appointment of a Complaint Resolution Officer without collaborating with the Safe Sport Liaison if the matter is urgent or they are unable to obtain a recommendation from the Safe Sport Liaison within five (5) days of making the decision that the matter will be heard through the Complaint Resolution Officer process.

- e. Suspension from certain teams, Events, and/or activities;
- f. Suspension from certain activities for a designated period;
- g. Any other sanction considered appropriate for the offense; and/or
- h. Education or training opportunities.

If, after hearing the Parties and reviewing their submissions, the Complaint Resolution Officer considers that none of the incidents listed in Section 20 above have occurred, they shall dismiss the Reported complaint.

- 36. The Complaint Resolution Officer will inform the Parties of their decision, in writing and with reasons. Any sanction imposed shall take effect upon the Parties' receipt of the decision. Should the circumstances require a decision to be rendered immediately or within a short timeline, the Complaint Resolution Officer may render a short decision, either orally or in writing, followed by a written reasoned decision.
- 37. Any decision rendered by the Complaint Resolution Officer shall be provided to and maintained in the records of Waterski and Wakeboard Saskatchewan and Waterski Wakeboard Canada. Decisions will be kept confidential by the parties and the aforementioned organizations and shall be retained and discarded in accordance with the relevant and applicable privacy legislation.
- 38. Any decision rendered by a Complaint Resolution Officer is final and not subject to appeal.

#### **Handled by Discipline Panel**

#### **Case Manager**

- 39. If the Independent Third Party determines that the Reported complaint or incident falls within Section 21 above, Waterski and Wakeboard Saskatchewan shall appoint an independent Case Manager to fulfil the responsibilities listed in Sections 40 and following. The Case Manager shall not be in a conflict of interest or have a direct relationship with any of the Parties.
- 40. The appointed Case Manager will have the responsibility to:
  - a. Propose and, where appropriate based on the circumstances, encourage the use of the Alternate Dispute Resolution Policy;
  - b. Appoint the discipline panel, if necessary;
  - c. Coordinate all administrative aspects and set timelines;
  - d. Provide administrative assistance and logistical support to the discipline panel as required, including providing the discipline panel with any information related to previously established infractions committed by the Respondent(s) of the policies of Waterski and Wakeboard Saskatchewan, Waterski Wakeboard Canada, any other Member, or any other sport organization that had authority over the Respondent; and
  - e. Provide any other service or support that may be necessary to ensure a fair and timely proceeding.

#### **Procedures**

- 41. The Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
- 42. The Case Manager will propose and, if appropriate in the circumstances, encourage that the Parties use the Alternate Dispute Resolution Policy with the objective of resolving the dispute. If applicable, and if the dispute is not resolved, or if the Parties refuse to use the Alternate Dispute Resolution Policy, the Case Manager will appoint a discipline panel, which shall consist of a single arbitrator, to hear the Reported complaint. In extraordinary circumstances, and at the discretion of the Case Manager, a discipline panel of three persons may be appointed to hear the complaint. In this event, the Case Manager will appoint one of the discipline panel's members to serve as the Chair.
- 43. The Case Manager, in cooperation with the discipline panel, will then decide the format under which the Reported complaint will be heard. This decision may not be appealed.
- 44. The format of the hearing may be an oral in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the discipline panel deem appropriate in the circumstances, provided that:
  - a. The discipline panel determines procedures and timelines, as well as a hearing duration, that is as expedient and cost-efficient as possible in order to ensure that costs to the Parties and Waterski and Wakeboard Saskatchewan are reasonable.
  - b. The Parties will be given appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium.
  - c. Copies of any written documents which the Parties wish to have the discipline panel consider will be provided to all Parties, through the Case Manager, in advance of the
  - d. The Parties may engage a representative, advisor, translator, transcription services, or legal counsel at their own expense.
  - e. The discipline panel may request that any other individual participate and give evidence at the hearing.
  - f. If not a Party, Waterski and Wakeboard Saskatchewan shall be allowed to attend the hearing as an observer and will be provided with access to any documents submitted. With the permission of the discipline panel, Waterski and Wakeboard Saskatchewan may make submissions at the hearing or may provide the discipline panel with clarifying information that may be required for the panel to render its decision.16

<sup>16</sup> The purpose of this provision is not to provide Waterski and Wakeboard Saskatchewan or a Member with the

possibility to try to influence whether a sanction is imposed and, if so, the duration or nature of the sanction. Instead, this provision is intended to provide Waterski and Wakeboard Saskatchewan or a Member with the possibility to provide the discipline panel with clarifying information when the parties have sought a particular sanction against an Individual, but they have misunderstood or misrepresented fundamental elements of the programming or membership structure (or other similar issues) and, if left unaddressed, could result in the discipline panel imposing a sanction that is unenforceable.

- g. The discipline panel may exclude any evidence filed by the Parties that is unduly repetitious or otherwise an abuse of process. The discipline panel shall otherwise apply relevant and applicable evidentiary rules in relation to the admissibility and weight given to any evidence filed by the Parties.
- h. Nothing is admissible in evidence at a hearing that:
  - would be inadmissible in a court by reason of any privilege under the law of evidence; or
  - is inadmissible by any statute.
- i. Where a discipline panel composed of three members is appointed, the decision will be by a majority vote.
- 45. If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the discipline panel will determine the appropriate sanction. The discipline panel may still hold a hearing for the purpose of determining an appropriate sanction.
- 46. The hearing may proceed if a Party chooses not to participate in the hearing.
- 47. If a decision may affect another Party to the extent that the other Party would have recourse to a complaint or an appeal in their own right, that Party will become a Party to the complaint, shall be permitted to participate in the proceedings as determined by the discipline panel and will be bound by the decision.
- 48. In fulfilling its duties, the discipline panel may obtain independent advice.
- 49. Facts established by a criminal court, by a civil court or by a professional disciplinary tribunal of competent jurisdiction shall be admissible as evidence within the disciplinary process, as allowable by applicable law.

#### Decision

- 50. After hearing and/or reviewing the matter, the discipline panel will determine whether an infraction has occurred and, if so, the sanctions to be imposed. If the discipline panel considers that an infraction has not occurred, the Reported complaint will be dismissed.
- 51. Within fourteen (14) days of the hearing's conclusion, the discipline panel's written decision, with reasons, will be distributed by the Case Manager to all Parties, the Independent Third Party, Waterski and Wakeboard Saskatchewan's Safe Sport Liaison, Waterski Wakeboard Canada and Sask Sport's Dispute Resolution Office. In extraordinary circumstances, the discipline panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the fourteen (14) day period.
- 52. Subject to Section 53 below, unless the matter involves a Vulnerable Participant, once the appeal deadline in the *Appeal Policy* has expired, Sask Sport shall publish the outcome of the case on its website. Publication shall be limited to the provision(s) of the relevant policies that have been violated, the name of the Respondent(s) and the sanction(s) imposed, if any. Additionally, where Waterski and Wakeboard Saskatchewan acts as the Complainant under Section 16 above, only Waterski and Wakeboard Saskatchewan, and not the original

Complainant, shall be identified as an involved Individual. If the matter is appealed, the publication provisions in the *Appeal Policy* shall apply. Identifying information regarding Minors or Vulnerable Participants will never be published by Waterski and Wakeboard Saskatchewan or Sask Sport. Any decision in which an Individual is suspended for a period of one year or longer will be added to the Sask Sport long-term suspension registry.<sup>17</sup>

- 53. If the discipline panel dismisses the Reported complaint, its decision may only be published with the Respondent's consent. If the Respondent does not provide such consent, the information referred to in Section 52 will be kept confidential by the Parties, the Case Manager, Waterski and Wakeboard Saskatchewan, Waterski and Wakeboard Saskatchewan's National Sport Organization and Sask Sport, and shall be retained and discarded in accordance with the relevant and applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken pursuant to this Policy.
- 54. Sask Sport will publish the outcome of the case as provided for in Sections 52 or 53, as applicable, by placing the required information on its website and shall leave the information up for the longer of one (1) month or the duration of the sanction.
- 55. The discipline panel's decision will come into effect as of the date that it is rendered, unless decided otherwise by the discipline panel. The discipline panel's decision will apply automatically to and must be respected by Waterski and Wakeboard Saskatchewan and any Individuals involved.
- 56. The Case Manager shall communicate decisions rendered pursuant to this Policy to the Safe Sport Liaison, the Parties, the Independent Third Party, to Waterski Wakeboard Canada and to Sask Sport. Except where a decision is published in accordance with Section 52 or 53, decisions shall be considered confidential. Records of all decisions will be maintained by Waterski and Wakeboard Saskatchewan and Waterski Wakeboard Canada in accordance with their respective privacy policies.
- 57. When the discipline panel imposes a sanction, the decision shall include, at a minimum, the following details:
  - a. Jurisdiction;

a. Julisulction

- b. Summary of the facts and relevant evidence;
- c. Where applicable, the specific provision(s) of Waterski and Wakeboard Saskatchewan's policies, bylaws, rules or regulations that have been breached;
- d. Which Party or organization is responsible for the costs of implementing any sanction;
- e. Which organization is responsible for monitoring that the sanctioned individual respects the terms of the sanction;
- f. Any reinstatement conditions that the Respondent must satisfy (if any);

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<sup>&</sup>lt;sup>17</sup> The Sask Sport long-term suspension registry is a password protected site that is accessible by provincial sport organizations in Saskatchewan only. The following information is included in the registry: first and last name of suspended Individual; the date of suspension, duration of suspension, expiry date of suspension, any other sanctions imposed, and name of the Individual's provincial sport organization.

- g. Which organization is responsible for ensuring that the conditions have been satisfied; and,
- h. Any other guidance that will assist the Parties to implement the discipline panel's decision.

If necessary, a Party – or the organization that is responsible for implementing or monitoring a sanction – may seek clarifications from the discipline panel regarding the order so that it can be implemented or monitored appropriately.

#### **Sanctions**

- 58. When determining the appropriate sanction, the Complaint Resolution Officer or discipline panel (as applicable) will consider the following factors (where applicable):
  - a. The nature and duration of the Respondent's relationship with the Complainant, including whether there is a power imbalance;
  - b. The Respondent's prior history and any pattern of misconduct, Prohibited Behaviour or Maltreatment;
  - c. The respective ages of the individuals involved;
  - d. Whether the Respondent poses an ongoing and/or potential threat to the safety of others:
  - e. The Respondent's voluntary admission of the offense(s), acceptance of responsibility for the misconduct, Prohibited Behaviour or Maltreatment, and/or cooperation in the investigative and/or disciplinary process;
  - f. Real or perceived impact of the incident on the Complainant, Waterski and Wakeboard Saskatchewan, Waterski Wakeboard Canada or the towed watersports community;
  - g. Circumstances specific to the Respondent being sanctioned (e.g. lack of appropriate knowledge or training regarding the requirements in the Code of Conduct and Ethics; addiction; disability; illness);
  - h. Whether, given the facts and circumstances that have been established, continued participation in the sport community is appropriate;
  - i. A Respondent who is in a position of trust, intimate contact or high-impact decision-making may face more serious sanctions; and/or
  - j. Other mitigating or aggravating circumstances.
- 59. Any sanction imposed must be proportionate and reasonable. However, progressive discipline is not required, and a single incident of Prohibited Behaviour, Maltreatment or other misconduct may justify elevated or combined sanctions.
- 60. The discipline panel may apply the following disciplinary sanctions, singularly or in combination:
  - a. Verbal or Written Warning A verbal reprimand or an official, written notice that an Individual has violated the Code of Conduct and Ethics or other policy and that more severe sanctions will result should the Individual be involved in other violations.<sup>18</sup>

<sup>18</sup> For greater clarity, where an Individual is given a warning, this information will be kept on their disciplinary record for as long as permitted by Waterski and Wakeboard Saskatchewan policies and practices regarding

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- Education The requirement that an Individual undertake specified educational or similar remedial measures to address the violation(s) of the Code of Conduct and Ethics or the UCCMS or other policy.
- c. Probation Should any further violations of the Code of Conduct and Ethics or the UCCMS or other policy occur during the probationary period, this may result in additional disciplinary measures, including, without limitation, a period of suspension or permanent ineligibility. This sanction can also include loss of privileges or other conditions, restrictions, or requirements for a specified period.
- d. Suspension Suspension, either for a set time or until further notice, from participation, in any capacity, in any program, activity, Event, or competition sponsored by, organized by, or under the auspices of Waterski and Wakeboard Saskatchewan. A suspended Individual may be eligible to return to participation, but reinstatement may be subject to certain restrictions or contingent upon the Individual satisfying specific conditions noted at the time of suspension.
- e. Eligibility Restrictions Restrictions or prohibitions from some types of participation but allowing participation in other capacities under strict conditions.
- f. Permanent Ineligibility Ineligibility to participate in any capacity in any program, activity, Event, or competition sponsored by, organized by, or under the auspices of Waterski and Wakeboard Saskatchewan.
- g. Other Discretionary Sanctions Other sanctions may be imposed, including, but not limited to, other loss of privileges, no contact directives, a fine or a monetary payment to compensate for direct losses, or other restrictions or conditions as deemed necessary or appropriate.
- 61. The discipline panel may apply the following presumptive sanctions which are presumed to be fair and appropriate for the listed Maltreatment:
  - a. Sexual Maltreatment involving a Minor Complainant, or a Complainant who was a Minor at the time of the incidents complained of, shall carry a presumptive sanction of permanent ineligibility.
  - b. Sexual Maltreatment, Physical Maltreatment with contact, and Maltreatment related to interference or manipulation of process shall carry a presumptive sanction of either a period of suspension or eligibility restrictions
  - c. While a Respondent has pending charges related to allegations of a crime against a person, if justified by the seriousness of the offence, the presumptive sanction shall be a period of suspension until a final determination is made by the applicable process.
- 62. An Individual's conviction for certain Criminal Code offenses involving harmful conduct shall carry a presumptive sanction of permanent ineligibility from participating in the activities of Waterski and Wakeboard Saskatchewan. Such Criminal Code offences may include, but are not limited to:
  - a. Any child pornography offences.
  - b. Any sexual offences.

private and/or confidential information and it shall be disclosed on any screening disclosure form when requested.

- c. Any offence of physical violence.
- 63. When imposing sanctions under this Policy, the discipline panel may take into account any previously established infractions committed by the Respondent(s) of the disciplinary policies of Waterski and Wakeboard Saskatchewan, Waterski Wakeboard Canada, any other Member, or any other sport organization that had authority over the Respondent.
- 64. Failure to comply with a sanction as determined by Waterski and Wakeboard Saskatchewan will result in an automatic suspension from participation in the activities of Waterski and Wakeboard Saskatchewan until such time as compliance occurs.
- 65. Records of all decisions will be maintained by Waterski and Wakeboard Saskatchewan. Waterski and Wakeboard Saskatchewan will submit all records to Waterski Wakeboard Canada. Such records shall be retained and discarded in accordance with the relevant and applicable privacy legislation.

#### **OSIC Sanction**

66. Waterski and Wakeboard Saskatchewan acknowledges the obligation of Waterski Wakeboard Canada, as a Program Signatory to the OSIC, to ensure that any sanctions or measures imposed by the OSIC's Director of Sanctions and Outcomes will be implemented and respected within the Waterski Wakeboard Canada's jurisdiction (including at the provincial, territorial and club level), once Waterski Wakeboard Canada receives appropriate notice of any sanction or measure from the OSIC and communicates the same to Waterski and Wakeboard Saskatchewan. The Safe Sport Liaison shall communicate any OSIC sanctions or measures resulting in a suspension of one year or longer, received from Waterski Wakeboard Canada to Sask Sport.

#### **Appeals**

67. The decision of the discipline panel may be appealed in accordance with the Appeal Policy.

#### Confidentiality

- 68. The discipline and complaints process is confidential and involves only the Waterski and Wakeboard Saskatchewan Safe Sport Liaison and relevant employees as determined by the Safe Sport Liaison, the Parties, the Independent Third Party, the investigator (if one is appointed), the Case Manager, the Complaint Resolution Officer, the discipline panel, Sask Sport and any independent advisors to the discipline panel, as well as Waterski Wakeboard Canada (as applicable).
- 69. None of the Parties (or their representatives or witnesses) or organizations referred to in Section 68 will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings, unless Waterski and Wakeboard Saskatchewan or Waterski Wakeboard Canada, as applicable) is required to notify an organization such as an international federation, Sport Canada, Sask Sport or other sport organization (i.e., where a

Provisional Suspension or interim measures have been imposed and communication is required to ensure that they may be enforced), or notification is otherwise required by law.

70. Any failure to respect the aforementioned confidentiality requirement may result in further sanctions or discipline by the Complaint Resolution Officer or discipline panel (as applicable) against the Party(ies) in breach.

#### **Timelines**

71. If the circumstances of the Reported complaint are such that adhering to the timelines outlined by this Policy will not allow a just resolution to the complaint, the discipline panel may direct that these timelines be revised.

#### **Privacy**

- 72. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information.
- 73. Waterski and Wakeboard Saskatchewan or any of its delegates pursuant to this Policy (i.e., the Independent Third Party, Complaints Resolution Officer, Case Manager, discipline panel), shall comply with Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information in the performance of their services under this Policy.

# 28. Investigations Policy – Discrimination, Harassment, Maltreatment and Prohibited Behaviour

| Effective date                   | March 2024   |
|----------------------------------|--|
| Archived date                    | -  |
| Date last reviewed               | March 2024   |
| Scheduled review date            | March 2027   |
| Replaces and/or amends           | Discipline and Complaints Policy, Appendix A – Investigation Procedure approved March 2016 |
| Approved by                      | Waterski and Wakeboard Saskatchewan Board of Directors                                     |
| Approved                         | March 2024   |
| Appendix(-ces) to this<br>Policy |  |

#### **Purpose**

- 1. The purpose of this Policy is to address how investigations will be conducted when necessary and as determined by the Independent Third Party pursuant to the Discipline and Complaints Policy.
- 2. Investigations shall only be conducted when the Independent Third Party considers that there is a need for an independent assessment to determine whether an allegation (or, where there are several allegations, which allegations), should be heard by a discipline panel pursuant to the Discipline and Complaints Policy because they constitute, if found to be true, a likely breach of the Code of Conduct and Ethics, the UCCMS, Social Media Policy, the Athlete Protection Policy, or any other relevant and applicable Waterski and Wakeboard Saskatchewan<sup>19</sup> policy, or whether the allegation(s) are frivolous, vexatious or made in bad faith.<sup>20</sup>

<sup>19</sup> A separate document with term definitions that apply to all Waterski and Wakeboard Saskatchewan Policy is found online and in the Waterski and Wakeboard Saskatchewan Safe Sport Policy Manual.

<sup>&</sup>lt;sup>20</sup> As indicated in the Sport Dispute Resolution Centre of Canada's Investigation Guidelines, a Reported complaint shall not be characterized as vexatious if the evidence demonstrates that there was a reasonable basis for filing and pursuing it. For a complaint to be considered to have been made in bad faith, the Independent Third Party must consider that it was filed consciously for a dishonest purpose or due to the moral underhandedness of the Complainant and that there was an intention to mislead. Generally, a frivolous complaint will have no serious purpose or value.

#### Investigation

- 3. The Independent Third Party shall appoint the investigator in consultation with Waterski and Wakeboard Saskatchewan. Investigators who satisfy the relevant requirements to perform such duties can be found on the Sask Sport website <a href="here">here</a>.
- 4. The investigator must be an independent third-party with training or investigation experience. The investigator must not be in a conflict-of-interest situation and should have no connection to either Party.
- 5. Federal and/or Provincial legislation related to Workplace Harassment or Workplace Violence may apply to the investigation if Harassment/Violence was directed toward a worker in a Workplace. The investigator should review workplace safety legislation, the organization's policies for human resources, and/or consult independent experts to determine whether legislation applies to the Reported complaint.
- 6. The investigation may take any form as decided by the investigator, guided by any applicable Federal and/or Provincial legislation. The investigation may include:
  - a. Interviews with the Complainant(s);
  - b. Witness interviews; and/or
  - c. Interviews with the Respondent(s).

#### **Investigator's Report**

- 7. Upon completion of their investigation, the investigator shall prepare a report that includes a summary of evidence from the Parties and any witnesses interviewed. The report shall include an executive summary, which Waterski and Wakeboard Saskatchewan may share separately from the full report with the Parties.
- 8. The investigator's report shall contain a non-binding opinion regarding whether an allegation (or, where there are several allegations, which allegations) should be heard by a discipline panel pursuant to the Discipline and Complaints Policy because they constitute a likely breach of the Code of Conduct and Ethics, the UCCMS, Social Media Policy, the Athlete Protection Policy, or any other relevant and applicable Waterski and Wakeboard Saskatchewan policy, or whether the allegation(s) are frivolous, vexatious or made in bad faith.<sup>21</sup> The investigator may also make non-binding recommendations regarding the

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<sup>&</sup>lt;sup>21</sup> As indicated in the Sport Dispute Resolution Centre of Canada's Investigation Guidelines, a Reported complaint shall not be characterized as vexatious if the evidence demonstrates that there was a reasonable basis for filing and pursuing it. For a complaint to be considered to have been made in bad faith, the investigator must consider that it was filed consciously for a dishonest purpose or due to the moral underhandedness of the Complainant and that there was an intention to mislead.

- appropriate next steps (i.e., mediation, disciplinary procedures, further review or investigation).
- 9. Where necessary to protect the identity of any person that participated in the investigation, the investigator may redact names and anonymize any witness testimony that may result in the identification of the individual.
- 10. The investigator's report will be provided to the Independent Third Party who will disclose it to Waterski and Wakeboard Saskatchewan, which may disclose, at its discretion, either the full report or only the executive summary to the Parties. If necessary, and at the discretion of the Independent Third Party, other relevant Parties may be provided with an executive summary of the investigator's findings. Waterski Wakeboard Canada will be provided with a copy of the investigator's full report if the investigation has been conducted under the authority of Waterski and Wakeboard Saskatchewan however, Waterski Wakeboard Canada shall not disclose the report to any third party without Waterski and Wakeboard Saskatchewan's express written consent.
- 11. The investigator's report shall be used for the purposes described in this Policy and in Section 25 of the Discipline and Complaints Policy.
- 12. The investigation report and any executive summary shall remain confidential once disclosed to Waterski and Wakeboard Saskatchewan, Waterski Wakeboard Canada, the Complainant and Respondent or any other relevant party. Any failure to respect this provision may be subject to a complaint and disciplinary measures being taken pursuant to the Discipline and Complaints Policy.
- 13. Should the investigator find that there are possible instances of offence under the Criminal Code, particularly related to Criminal Harassment (or Stalking), Uttering Threats, Assault, Sexual Interference, or Sexual Exploitation, the investigator shall advise the Complainant or Waterski and Wakeboard Saskatchewan to refer the matter to police.
- 14. The investigator must also inform Waterski and Wakeboard Saskatchewan of any findings of criminal activity. Waterski and Wakeboard Saskatchewan may decide whether to report such findings to police but are required to inform the police if there are findings related to the trafficking of Prohibited Substances or Methods (as indicated in the version of the World Anti-Doping Agency's Prohibited List currently in force), any sexual crime involving Minors, or any suspected abuse of a Minor, fraud against Waterski and Wakeboard Saskatchewan, or other offences where the lack of reporting would bring Waterski and Wakeboard Saskatchewan into disrepute.

#### **Reprisal and Retaliation**

15. An Individual who Reports a complaint to the Independent Third Party or who gives evidence in an investigation may not be subject to reprisal or retaliation from any individual or group. Any such conduct may constitute Prohibited Behaviour and will be subject to disciplinary proceedings pursuant to the *Discipline and Complaints Policy*.

#### **False Allegations**

16. An Individual who submits allegations that the investigator determines to be malicious, false or for the purpose of retribution, retaliation or vengeance (or that otherwise fall within the definition of Prohibited Behaviour) may be subject to a complaint under the terms of the *Discipline and Complaints Policy*. The investigator may recommend to Waterski and Wakeboard Saskatchewan that the Individual be required to pay for the costs of any investigation that comes to this conclusion. Any Individual who is liable to pay for such costs shall be automatically deemed to be not in good standing until the costs are paid in full and shall be prohibited from participating in any Waterski and Wakeboard Saskatchewan Events, activities or business and such information will be provided to Sask Sport's Dispute Resolution Office for inclusion on the long-term suspension registry (where applicable). Waterski and Wakeboard Saskatchewan, or the Individual against whom the allegations were submitted, may act as the Complainant with respect to making a complaint pursuant to this Section 16.

#### Confidentiality

17. The investigator will protect confidentiality to the extent possible and shall only share information on a need-to-know basis. However, the investigator may need to share information in order to ensure that natural justice has been served.

#### **Privacy**

- 18. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information.
- 19. Waterski and Wakeboard Saskatchewan or any of its delegates pursuant to this Policy (i.e., the Independent Third Party, the investigator), shall comply with Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information in the performance of their services under this Policy.

## 29. Alternate Dispute Resolution Policy

| Effective date                   | March 2024  |
|----------------------------------|---|
| Archived date                    | -   |
| Date last reviewed               | March 2024  |
| Scheduled review date            | March 2027  |
| Replaces and/or amends           | Waterski and Wakeboard Saskatchewan Dispute Resolution Policy approved March 2016 |
| Approved by                      | Waterski and Wakeboard Saskatchewan Board of Directors                            |
| Approved                         | March 2024  |
| Appendix(-ces) to this<br>Policy | -   |

#### **Purpose**

- 1. Waterski and Wakeboard Saskatchewan<sup>22</sup> supports Individuals in seeking to resolve their own conflicts and recognizes that, in many cases, disputes can be resolved directly and quickly in an informal way. In situations where direct action by Individuals may be inappropriate or unsuccessful, Waterski and Wakeboard Saskatchewan supports the principles of Alternate Dispute Resolution (ADR) to resolve disputes, which can be achieved through negotiation, facilitation, and mediation. ADR avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
- Waterski and Wakeboard Saskatchewan encourages all Individuals to communicate openly, and to collaborate and use problem-solving and negotiation techniques to resolve their differences. Waterski and Wakeboard Saskatchewan believes that negotiated settlements are most often preferable to arbitrated outcomes. Negotiated resolutions to disputes with and among Individuals are strongly encouraged.

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

- 3. This Policy applies to all Individuals.
- 4. Opportunities for ADR may be pursued at any point in a dispute when all Parties to the dispute agree that such a course of action would be mutually beneficial.

#### **Facilitation and Mediation**

5. If all Parties to a dispute agree to ADR, a mediator or facilitator, acceptable to all Parties, shall be appointed to mediate or facilitate the dispute. The costs of the mediation or

<sup>&</sup>lt;sup>22</sup> A separate document with term definitions that apply to all Waterski and Wakeboard Saskatchewan Policy is found online and in the Waterski and Wakeboard Saskatchewan Safe Sport Policy Manual.

facilitation shall be borne by Waterski and Wakeboard Saskatchewan, unless agreed to otherwise with the Parties. The mediator or facilitator shall be a member of ADR Saskatchewan and shall otherwise comply with any applicable legislative or regulatory requirement to conduct mediation in the province of Saskatchewan.

- 6. Where Waterski Wakeboard Canada is involved in the matter, it may, upon agreement of the Parties, refer the matter for mediation using the mediation services of the Sport Dispute Resolution Centre of Canada (SDRCC).
- 7. The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated and may, if they consider it appropriate, specify a deadline before which the Parties must reach a negotiated decision.
- 8. Should a negotiated settlement be reached, the settlement shall be reported to Safe Sport Liaison and the Independent Third Party. The Independent Third Party shall notify Sask Sport of any settlements that are reached (but shall not provide the settlement agreement to Sask Sport unless requested by Sask Sport). Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated settlement. Where Waterski and Wakeboard Saskatchewan may be required to implement any part of a negotiated settlement, it shall become a Party to the mediation or it shall be given the opportunity to approve the negotiated settlement, but only with respect to aspects of the settlement that it may be required to implement.
- 9. Should a negotiated settlement not be reached by the deadline specified by the mediator or facilitator at the start of the process (if set), or if the Parties to the dispute do not agree to ADR, the dispute shall be considered under the appropriate section of the *Discipline and Complaints Policy* or *Appeal Policy*, as applicable.

#### **Final and Binding**

- 10. Any negotiated settlement will be binding on the Parties and shall, unless the Parties decide otherwise, remain confidential and will be protected by Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information. Negotiated settlements may not be appealed.
- 11. No action or legal proceeding will be commenced against Waterski and Wakeboard Saskatchewan in respect of a dispute, unless Waterski and Wakeboard Saskatchewan has refused or failed to provide or abide by the dispute resolution processes set out in its governing documents.

#### **Privacy**

- 12. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information.
- 13. Waterski and Wakeboard Saskatchewan or any of its delegates pursuant to this Policy shall comply with Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information in the performance of their services under this Policy.

#### Appeal Policy Flowchart

All appeals are to be submitted to Sask Sport's identified Independent Third-Party for appeal submissions and will be screened by the Independent Appeal Manager to determine next steps.

## Appellant files appeal to Independent Third Party within 14 days of receipt of the decision

Following notification by Independent Third Party that an appeal has been received, (PSO) will appoint an independent Appeal Manager (from Sask Sport website) who has the following responsibilities:

#### Screening of Appeal

- To determine if the appeal falls under the scope of the Appeal Policy (Sections 2-5)
- To determine if the appeal was submitted in a timely manner (Sections 6 and 7)
- c) To decide whether there are sufficient grounds for the appeal (Section 8)

#### **Appeal to Proceed**

- Appeal Manager to propose the Parties attempt to resolve the dispute using the Alternate Dispute Resolution Policy
- If alternative dispute resolution (mediation) is not agreed upon by both parties or not successful, the Appeal Manager will appoint an appeal panel in accordance with Sections 14 and 15

#### **Appeal is Dissmised**

- The Appeal is dismissed if the Appeal Manager determines:
  - a. Not within scope of the Appeal Policy
  - b. Not submitted in a timely manner (14 days) of required deadline without extension or approval
  - c. Insufficient grounds for appeal

#### Appeal Hearing (ADR Unsuccessful or Denied)

- 1. The Appeal Manager will:
  - Appoint the appeal panel
     With cooperation of the panel,
     determine the format of the appeal
     hearing
  - c. Provide notice of the hearing d. Ensure all evidence and submissions are disclosed to all parties and the panel
  - e. Set all timelines
- 2. The panel:
  - May request other individuals participate in the hearing
     Will determine the admissibility of
  - evidence c. Will render a written decision within
  - 14 days and provide it to the Appeal Manager who will distribute the decision as necessary
- 3. The panel's decision may:
  - a. Reject the appeal
  - b. Uphold the appeal and refer matter back to the initial decision maker for a new decision
  - Uphold the appeal and vary the decision
- The panel's decision is final and is not appealable.

#### **Alternative Dispute Resolution Policy**

- ADR may be pursued at any point in an appeal upon the consent of the parties
- The Independent Third Party will:
   a. Facilitate the appointment of
  - a facilitator or mediator with the consent of the parties
  - b. Appoint a mediator or facilitator
- The mediator/facilitator will decide the format for mediation/facilitation
- If a negotiated settlement is reached, the settlement will be reported to the Association (Safe Sport Liaison) and the Appeal Manager
- 5. If a negotiated settlement is not reached, the complaint will be referred back to the Appeal Manager or appeal
- Any negotiated settlement will be binding on the parties and not subject to appeal

#### **Appeal is Resolved**

Outcomes and those implications are communicated to the parties, applicable organizations, and individuals (Section 25). Appeal ruling posted on Sask Sport website.

## 30. Appeal Policy

| Effective date                   | March 2024  |
|----------------------------------|---|
| Archived date                    | -   |
| Date last reviewed               | March 2024  |
| Scheduled review date            | March 2027  |
| Replaces and/or amends           | Waterski and Wakeboard Saskatchewan Appeal Policy approved March 2016 |
| Approved by                      | Waterski and Wakeboard Saskatchewan Board of Directors                |
| Approved                         | March 2024  |
| Appendix(-ces) to this<br>Policy | -   |

#### **Purpose**

1. This Policy provides Individuals with a fair, affordable, and expedient appeal process.

#### Scope and Application of this Policy

- 2. This Policy applies to all Individuals. However, it does not apply to appeals of decisions that were managed by the OSIC, which shall be handled in accordance with the policies and procedures of the OSIC or the Director of Sanctions and Outcomes, as applicable.
- 3. Subject to Section 2, any Individual who is affected by a decision taken by Waterski and Wakeboard Saskatchewan<sup>23</sup> specifically with regard to that Individual, including a decision by the Board, by any committee of the Board, or by any body or individual within Waterski and Wakeboard Saskatchewan who has been delegated authority to make decisions in accordance with Waterski and Wakeboard Saskatchewan's bylaws and governance policies (as applicable), shall have the right to appeal that decision provided that it is a decision that is subject to appeal pursuant to Section 4 of this Policy, that the conditions indicated in Sections 6 or 7 of this Policy (as applicable) have been satisfied, and provided that there are sufficient grounds for the appeal pursuant to Section 8 of this Policy. Decisions rendered by Waterski and Wakeboard Saskatchewan's clubs or minor associations are also appealable under this Policy where: 1) no other appeal process exists at the club or minor association level; or 2) where an appeal process exists at the club or minor association and that appeal process has been exhausted; and 3) the appeal is otherwise admissible under this Policy pursuant to Sections 4, 6 (or 7) and 8.

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<sup>&</sup>lt;sup>23</sup> A separate document with term definitions that apply to all WATERSKI AND WAKEBOARD SASKATCHEWAN Policy is found online and in the WATERSKI AND WAKEBOARD SASKATCHEWAN Safe Sport Policy Manual.

#### 4. This Policy will apply to decisions relating to:

- a. conflict of interest;
- disciplinary decisions made pursuant to Waterski and Wakeboard Saskatchewan's in relation to complaints managed under Sections 39 and following of Waterski and Wakeboard Saskatchewan's *Discipline and Complaints Policy*; and
- c. membership.

#### 5. This Policy **will not apply** to the following decisions relating to:

- a. Reported complaints that were managed by the OSIC;
- b. Any decisions rendered by a Complaint Resolution Officer pursuant to Section 35 of Waterski and Wakeboard Saskatchewan's *Discipline and Complaints Policy*;
- c. Matters of general application such as amendments to the Waterski and Wakeboard Saskatchewan's bylaws;
- d. Waterski and Wakeboard Saskatchewan's operational structure and committee appointments;
- e. Issues of budgets and budget implementation;
- f. Employment matters or matters of operational structure or staffing or volunteer leadership opportunities;
- g. Except as otherwise provided for in this Policy, decisions made by organizations other than Waterski and Wakeboard Saskatchewan, such as Waterski Wakeboard Canada, Sask Sport, the Canadian Olympic Committee, the Canadian Paralympic Committee U Sports, the International Olympic Committee, the International Paralympic Committee, International Waterski and Wakeboard Federation (IWWF) or the Fédération Internationale du Sport Universitaire, or any other governing body;
- h. Selection criteria, quotas, policies and procedures established by entities other than Waterski and Wakeboard Saskatchewan;
- i. Substance, content and establishment of team selection criteria;
- j. The Athlete Assistance Program (AAP, Future Best) policies and procedures established by Sport Canada or Sask Sport;
- k. Policy and procedures established by any other agency, association or organization external to Waterski and Wakeboard Saskatchewan (except as otherwise permitted under Section 3);
- I. Infractions for doping offences, which are dealt with pursuant to the Canadian Anti-Doping Program, by the Canadian Centre for Ethics in Sport and the IWWF;
- m. Contractual matters between Waterski and Wakeboard Saskatchewan and its staff or Members for which another dispute resolution process exists under the provisions of the applicable contract; or
- n. Settlements negotiated pursuant to the Alternate Dispute Resolution Policy.

#### **Submission and Timing of Appeal**

- 6. Individuals who wish to appeal a decision have fourteen (14) days from the date on which they received notice of the decision to submit to the Independent Third Party the following:
  - a. Notice of the intention to appeal;
  - b. Their contact information;
  - c. Name of the Respondent and any Affected Parties, when known to the Appellant;
  - d. Date the Appellant was advised of the decision being appealed;
  - e. A copy of the decision being appealed, or description of the decision if a written document is not available;
  - f. Grounds and detailed reasons for the appeal;
  - g. All evidence that supports these grounds;
  - h. Requested remedy or remedies; and
  - i. An administration fee of five hundred dollars (\$500), which will be refunded if the appeal is upheld.
- 7. An Individual who wishes to initiate an appeal beyond the fourteen (14) day period may only do so if exceptional circumstances prevented them from filing their appeal within the deadline indicated in Section 6 above. Any such Individual must provide a written request stating the reasons for which they are seeking an exemption. The decision to allow, or not allow, an appeal outside of the fourteen (14) day period will be at the sole discretion of the Appeal Manager.

# **Grounds for Appeal**

- 8. A decision cannot be appealed on its merits alone or because an Individual (or Individuals) do not like or agree with a decision. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds include the Respondent:
  - a. Made a decision that it did not have the authority or jurisdiction (as set out in the Respondent's governing documents) to make.
  - b. Failed to follow its own procedures (as set out in the Respondent's governing documents).
  - c. Made a decision that was influenced by bias (where bias is defined as a lack of neutrality to such an extent that the decision-maker appears not to have considered other views).
  - d. Made a decision that was grossly unreasonable.
- 9. The Appellant must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in Section 8 of this Policy and that this error had, or may reasonably have had, a material effect on the decision or decision-maker.

#### **Screening of Appeal**

- 10. Following notification by the Independent Third Party that an appeal has been received, Waterski and Wakeboard Saskatchewan will appoint an independent Appeal Manager who has the following responsibilities:
  - a. To determine if the appeal falls under the scope of this Policy (Sections 2-5).
  - b. To determine if the appeal was submitted in a timely manner (Sections 6 and 7).
  - c. To decide whether there are sufficient grounds for the appeal (Section 8).
- 11. The Appeal Manager may not be an employee, volunteer, or member of Waterski and Wakeboard Saskatchewan, must not be in a conflict of interest or have any direct relationship with the Parties, and must have appropriate experience and training to act as the Appeal Manager.
- 12. If the Appeal Manager denies the appeal on the basis of insufficient grounds, because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant will be notified, in writing, of the reasons for this decision.
- 13. If the Appeal Manager accepts an appeal because it falls under the scope of this Policy, there are sufficient grounds and it was submitted in a timely manner, the Appeal Manager will notify the Parties of their decision in writing and will follow the steps described hereunder.
- 14. The Appeal Manager shall propose and, if appropriate in the circumstances, encourage that the Parties attempt to resolve the dispute using the *Alternate Dispute Resolution Policy*. If the Parties do not all agree to use the *Alternate Dispute Resolution Policy*, or if the Parties are unable to resolve the dispute using the *Alternate Dispute Resolution Policy*, the Appeal Manager will appoint an appeal panel in accordance with Section 14 below.

# **Appointment of Appeal Panel**

- 15. If an appeal is accepted, the Appeal Manager will appoint an appeal panel which shall consist of a single member to hear the appeal. However, at the discretion of the Appeal Manager, an appeal panel composed of three members may be appointed to hear the appeal. In this event, the Appeal Manager will appoint one of the panel's members to serve as the chair.
- 16. When appointing the appeal panel, the Appeal Manager must select individuals who are impartial, free from any real or perceived conflict of interest (and who shall remain so until a final decision has been rendered or the proceedings have otherwise finally terminated), and who do not have any direct relationship with any of the Parties. Although not a strict requirement, the Appeal Manager should attempt to appoint individuals to the appeal panel who have a legal background and who understand towed watersports. When justified by the circumstances, the Appeal Manager may appoint individuals to the appeal panel who have specific areas of expertise that would assist in resolving the matter.

#### **Determination of Affected Parties**

17. In order to confirm the identification of any Affected Parties, the Appeal Manager will engage Waterski and Wakeboard Saskatchewan. The Appeal Manager may determine whether a Party is an Affected Party in their sole discretion.

### **Procedure for Appeal Hearing**

- 18. The Appeal Manager shall notify the Parties that the appeal will be heard. The Appeal Manager, in collaboration with the appeal panel, shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Appeal Manager and may not be appealed.
- 19. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.
- 20. The format of the hearing may involve an oral in-person hearing, an oral hearing by telephone or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, a hearing based on documentary submissions alone, or a combination of these methods. The hearing will be governed by the procedures that the Appeal Manager and the appeal panel deem appropriate in the circumstances, provided that:
  - a. The hearing will be held in a timely manner within a timeline determined by the Appeal Manager.
  - b. The Parties will be given reasonable notice of the day, time and place of an oral inperson hearing or oral hearing by telephone or electronic communications.
  - c. Copies of any written documents which the Parties wish to have the appeal panel consider will be provided to all Parties in advance of the hearing.
  - d. The Parties may be accompanied by a representative, advisor, translator, transcription services, or legal counsel at their own expense.
  - e. The appeal panel may request that any other individual participate and give evidence at an oral in-person hearing or oral hearing by telephone or electronic communications.
  - f. The appeal panel may exclude any evidence filed by the Parties that is unduly repetitious or otherwise an abuse of process. The appeal panel shall otherwise apply relevant and applicable.
  - g. Evidentiary rules in relation to the admissibility and weight given to any evidence filed by the Parties.
  - h. Nothing is admissible in evidence at a hearing that:
    - would be inadmissible in a court by reason of any privilege under the law of evidence; or
    - is inadmissible by any statute.
  - i. Any Affected Party shall be permitted to make submissions and file evidence before the appeal panel. The appeal panel's decision is binding on any Affected Party.
  - j. The decision to uphold or reject the appeal will be by a majority vote of the appeal panel members, except in cases where the panel consists of a single member.
- 21. In fulfilling its duties, the appeal panel may obtain independent advice.

#### **Appeal Decision**

- 22. The appeal panel shall issue its decision, in writing and with reasons, within fourteen (14) days after the hearing's conclusion. In making its decision, the appeal panel will have no greater authority than that of the original decision-maker. The appeal panel may decide to:
  - a. Reject the appeal and confirm the decision being appealed.
  - b. Uphold the appeal, in whole or in part, and refer the matter back to the initial decision-maker for a new decision.
  - c. Uphold the appeal, in whole or in part, and vary the decision.
  - d. Determine whether costs of the appeal, excluding legal fees and legal disbursements of any Parties, may be assessed against any Party. In assessing costs, the appeal panel will take into account the nature and amount of the costs, the outcome of the appeal, the conduct of the Parties, and the Parties' respective financial resources.
- 23. The appeal panel's written decision, with reasons, will be distributed to all Parties, the Appeal Manager, Waterski and Wakeboard Saskatchewan and Waterski Wakeboard Canada, and Sask Sport. In extraordinary circumstances, the appeal panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter.
- 24. Subject to Section 24 below, unless the matter involves a Vulnerable Participant, Sask Sport shall publish the outcome of the appeal on their website. Publication shall be limited to, where applicable, the provision(s) of any relevant policies that have been violated, the name of the Respondent(s) involved, the sanction(s) or order imposed, if any. Additionally, where Waterski and Wakeboard Saskatchewan acts as the Complainant under Section 16 of the *Discipline and Complaints Policy* and any decision issued pursuant to that Policy is appealed, only Waterski and Wakeboard Saskatchewan, and not the original Complainant, shall be identified as an involved Individual. Identifying information regarding Minors or Vulnerable Participants will never be published by Waterski and Wakeboard Saskatchewan.
- 25. If the appeal panel dismisses the appeal, the decision may only be published, as provided for in Section 23, with the Respondent's consent. If the Respondent does not provide such consent, the decision will be kept confidential by the Parties, the Appeal Manager, Waterski and Wakeboard Saskatchewan and Waterski Wakeboard Canada, and shall be retained and discarded in accordance with the relevant and applicable privacy legislation. Failure to respect this provision may result in disciplinary action being taken pursuant to this Policy.
- 26. Sask Sport will publish the outcome of the case as provided for in Sections 23 or 24, as and when applicable, by placing the required information on its website and shall leave the information up for the longer of one (1) month or the duration of the sanction.
- 27. Other individuals or organizations, including but not limited to, other Members, shall be advised of the outcome of any decisions rendered in accordance with this Policy.
- 28. Any decision rendered pursuant to this Policy shall apply automatically to and must be respected by Waterski and Wakeboard Saskatchewan and any Individuals involved.

- 29. Records of all decisions will be maintained by Waterski and Wakeboard Saskatchewan and Waterski Wakeboard Canada in accordance with their respective privacy policies.
- 30. Any decision by Waterski and Wakeboard Saskatchewan's appeal panel in relation to an appeal filed pursuant to this *Appeal Policy* shall be final and binding on the parties. The decision shall not be subject to any further appeal before the Sport Dispute Resolution Centre of Canada (SDRCC), unless the original Parties to the appeal seize the SDRCC on a feefor-service basis.

#### **Timelines**

31. If the circumstances of the appeal are such that adhering to the timelines outlined by this Policy will not allow a just resolution to the appeal, the Appeal Manager and/or appeal panel may direct that these timelines be revised.

# Confidentiality

- 32. The appeals process is confidential and involves only the Parties, the Appeal Manager, the appeal panel, and any independent advisors to the panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information to any person not involved in the proceedings.
- 33. Any failure to respect the aforementioned confidentiality requirement may result in disciplinary action being taken against the Individual(s) in accordance with Waterski and Wakeboard Saskatchewan's relevant and applicable policies.

## **Final and Binding**

34. No action or legal proceeding will be commenced against Waterski and Wakeboard Saskatchewan or any Individuals in respect of a dispute, unless Waterski and Wakeboard Saskatchewan has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in governing documents.

# **Privacy**

- 35. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information.
- 36. Waterski and Wakeboard Saskatchewan or any of its delegates pursuant to this Policy (i.e., Appeal Manager, appeal panel) shall comply with Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information in the performance of their services under this Policy.

# 31. Social Media Policy

| Effective date                   | March 2024   |
|----------------------------------|--|
| Archived date                    | -  |
| Date last reviewed               | March 2024   |
| Scheduled review date            | March 2027   |
| Replaces and/or amends           | Waterski and Wakeboard Saskatchewan Social Media Policy approved Nov. 2014 |
| Approved by                      | Waterski and Wakeboard Saskatchewan Board of Directors                     |
| Approved                         | March 2024   |
| Appendix(-ces) to this<br>Policy | -  |

#### **Preamble**

 Waterski and Wakeboard Saskatchewan is aware that Individual interaction and communication occurs frequently on social media. Waterski and Wakeboard Saskatchewan cautions Individuals that any conduct falling short of the standard of behaviour required by this Policy and the *Code of Conduct and Ethics* may be subject to the disciplinary sanctions identified within the *Discipline and Complaints Policy*.

# **Application of this Policy**

2. This Policy applies to all Individuals and to Waterski and Wakeboard Saskatchewan.

#### **Conduct and Behaviour**

- 3. For the avoidance of doubt, the following social media conduct may be subject to disciplinary action in accordance with the *Discipline and Complaints Policy*:
  - a. Posting a disrespectful, hateful, harmful, disparaging, insulting, or otherwise negative comment on a social medium that is directed at an Individual, Waterski and Wakeboard Saskatchewan, Waterski Wakeboard Canada or another Member, or at other individuals connected with Waterski and Wakeboard Saskatchewan or Waterski Wakeboard Canada or its Members.
  - b. Posting a picture, altered picture, or video on a social medium that is harmful, disrespectful, insulting, or otherwise offensive, and that is directed at an Individual, Waterski and Wakeboard Saskatchewan, Waterski Wakeboard Canada or another Member, or at other individuals connected Waterski and Wakeboard Saskatchewan or Waterski Wakeboard Canada or its Members.
  - c. Creating or contributing to a Facebook group, webpage, Instagram account, Twitter feed, blog, or online forum devoted solely or in part to promoting negative or

- disparaging remarks or commentary about Waterski and Wakeboard Saskatchewan, Waterski Wakeboard Canada or its Members, their stakeholders or their reputation.
- d. Inappropriate personal or sexual relationships over a social medium between Individuals who have a Power Imbalance in their interactions, such as between Athletes and coaches, directors, officers, committee members and staff, officials and Athletes, etc.
- e. Any instance of cyber-bullying or cyber-harassment by an Individual, where incidents of cyber-bullying and cyber-harassment can include but are not limited to the following conduct on any social medium, via text-message, or via email: regular insults, negative comments, vexatious or unwelcome behaviour, pranks or jokes, threats, posing as another person, spreading rumours or lies, or other harmful behaviour.
- 4. All conduct and behaviour occurring on social media may be Reported pursuant to the *Discipline and Complaints Policy*.

# Individuals' Responsibilities

- Individuals acknowledge that their social media activity may be viewable and viewed by anyone, including Waterski and Wakeboard Saskatchewan, Waterski Wakeboard Canada, or other Members or Individuals.
- 6. If Waterski and Wakeboard Saskatchewan unofficially engages with an Individual in social media (such as by retweeting a tweet or sharing a photo on Facebook) the Individual may, at any time, ask Waterski and Wakeboard Saskatchewan to cease this engagement.
- 7. When using social media, an Individual must model appropriate behaviour befitting the Individual's role and status in connection with Waterski and Wakeboard Saskatchewan.
- 8. Removing content from social media after it has been posted (either publicly or privately) does not excuse the Individual from being subject to the *Discipline and Complaints Policy*.
- 9. An Individual who believes that another Individual's social media activity is inappropriate or may violate the policies and procedures of Waterski and Wakeboard Saskatchewan should Report the matter in the manner outlined by the *Discipline and Complaints Policy*.

#### **Privacy**

10. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information.

# 32. Screening Policy

| Effective date                   | March 2024  |
|----------------------------------|---|
| Archived date                    | -   |
| Date last reviewed               | March 2024  |
| Scheduled review date            | March 2027  |
| Replaces and/or amends           |   |
| Approved by                      | Waterski and Wakeboard Saskatchewan Board of Directors  |
| Approved                         | March 2024  |
| Appendix(-ces) to this<br>Policy | Appendix A: Screening Requirements Matrix Appendix B: Application Form Appendix C: Screening Disclosure Form Appendix D: Screening Renewal Form Appendix E: Request for Vulnerable Sector Check |

#### **Preamble**

1. Waterski and Wakeboard Saskatchewan<sup>24</sup> understands that screening personnel and volunteers is a vital part of providing a safe sporting environment and has become a common practice amongst sport organizations that provide programs and services to the Canadian sport community, and specifically within towed watersports clubs and associations.

# **Application of this Policy**

- 2. This Policy applies to all individuals whose position with Waterski and Wakeboard Saskatchewan is one of trust or authority which may relate to, at a minimum, finances, supervision, or Vulnerable Participants.
- 3. Not all individuals associated with Waterski and Wakeboard Saskatchewan will be required to obtain a criminal record check or submit screening documents. Individuals will be subject to the screening requirements described in the Screening Requirements Matrix found in Appendix A of this Policy and shall comply with the screening application requirements as detailed therein. For information on how to obtain an Enhanced Policy Information Check (E-PIC) or a Vulnerable Sector Check (VSC), please consult the SaskSport Safe Sport webpage.

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<sup>&</sup>lt;sup>24</sup> A separate document with term definitions that apply to all Waterski and Wakeboard Saskatchewan Policy is found online and in the Waterski and Wakeboard Saskatchewan Safe Sport Policy Manual.

# **Screening Committee**

- 4. The implementation of this Policy is the responsibility of an impartial individual appointed by Waterski and Wakeboard Saskatchewan that will function as the Screening Committee for all screening applications received pursuant to this Policy. This independent individual (hereinafter referred to as the "Screening Committee") will possess the requisite skills, knowledge and abilities to accurately assess screening documents and to render decisions under this Policy.
- 5. The Screening Committee will carry out its duties in accordance with the terms of this Policy.
- 6. The Screening Committee is responsible for reviewing all documents submitted with a screening application and, based on the review, making decisions regarding the related appropriateness of individuals filling positions within Waterski and Wakeboard Saskatchewan. In carrying out its duties, the Screening Committee may consult with independent experts including lawyers, police, risk management consultants, volunteer screening specialists, or any other person.

### **Screening Requirements**

- A Screening Requirements Matrix is provided as **Appendix A**. All individuals must comply
  with the requirements detailed therein when first engaged by Waterski and Wakeboard
  Saskatchewan and shall respect the renewal requirements indicated in Section 21 below.
- 8. If an individual subsequently receives a charge, conviction for, or is found guilty of an offense they will report this circumstance immediately to Waterski and Wakeboard Saskatchewan. Additionally, the individual will inform the relevant organization of any changes in their circumstance that would alter their original responses in their Screening Disclosure Form.
- 9. If Waterski and Wakeboard Saskatchewan learns that an individual has provided false, inaccurate, or misleading information, the individual will immediately be removed from their position and may be subject to further discipline in accordance with the *Discipline and Complaints Policy*.

# **Procedure**

- 10. Individuals must submit the screening documents indicated in Appendix A, according to the category in which they fall, to the Screening Committee. If an individual is uncertain of which category they fall into, they may contact Waterski and Wakeboard Saskatchewan for assistance. Any information submitted shall be subject to Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information, will only be viewed on a need-to-know basis, and will be protected in accordance with the relevant and applicable privacy legislation.
- 11. An individual who refuses or fails to provide the necessary screening documents, or makes an incomplete application, will be ineligible for the position sought. The individual will be informed by the Screening Committee that their application and/or position will not proceed until such time as the screening documents are submitted.

- 12. Waterski and Wakeboard Saskatchewan understands that there may be delays in receiving the results of an E-PIC or a VSC. At its discretion, the organization may permit the individual to participate in the role during the delay, provided that the individual demonstrates that they have initiated the E-PIC or VSC application process. This permission may be withdrawn at any time and for any reason.
- 13. Waterski and Wakeboard Saskatchewan recognizes that different information will be available depending on the type of screening document that the individual has submitted. For example, an E-PIC may show details of a specific offense, or not, and/or a VSC may be returned with specific information or simply a notification indicating 'cleared' or 'not cleared'. The Screening Committee will use its expertise and discretion when making decisions based on the screening documents that have been submitted.
- 14. The Screening Committee will review all Level 1 and Level 2 screening applications, including any supporting documents and shall make a decision as indicated in Section 15 below. For Level 3 screening applications, the Screening Committee will only review cases where the individual has made a declaration in their declaration form that may impact whether they can participate in the desired position.
- 15. Following the review of any Level 1 and Level 2 screening applications, the Screening Committee will decide whether:
  - a. The individual has passed screening and may participate in the desired position;
  - b. The individual has passed screening and may participate in the desired position with conditions;
  - c. The individual has not passed screening and may not participate in the desired position; or
  - d. More information is required from the individual.
- 16. In making its decision, and where relevant, the Screening Committee will consider the type of offense, date of offense, and relevance of the offense to the position sought.
- 17. The Screening Committee must decide that an individual has not passed screening if the screening documentation reveals any of the following:
  - a. If imposed in the last three years:
    - Any offense involving the use of a motor vehicle that constitutes an offence of the Criminal Code.
    - Any offense of assault, physical or psychological violence.
    - Any offense for trafficking and/or possession of drugs and/or narcotics.
    - Any offense involving conduct against public morals.
    - Any offense involving theft or fraud.

# b. If imposed at any time:

- Any offense involving a Minor or Minors.
- Any offense involving the possession, distribution, or sale of any childrelated pornography.
- Any sexual offense.
- Any sanctions deriving from a Maltreatment misconduct imposed by a discipline panel, the Abuse-Free Sport Director of Sanctions and Outcomes, an SDRCC Safeguarding Tribunal or any SDRCC appeal tribunal preventing the individual from participating in Canadian sport in accordance with the sanction.

#### **Conditions and Monitoring**

18. Excluding the incidents above which, if revealed, would cause the individual to not pass screening, the Screening Committee may determine that incidents revealed on an individual's screening documents may allow the individual to pass the screening process and participate in a desired position with *conditions* imposed. The Screening Committee may apply and remove conditions at its discretion and will determine the means by which adherence to conditions may be monitored.

### **Young People**

- 19. When screening Minors, Waterski and Wakeboard Saskatchewan will:
  - a. Not require the Minor to obtain a VSC or E-PIC; and
  - b. In lieu of obtaining a VSC or E-PIC, require the Minor to submit up to two (2) additional references.
- 20. Notwithstanding the above, Waterski and Wakeboard Saskatchewan may ask a Minor to obtain a VSC or E-PIC if the organization suspects the Minor has an adult conviction and therefore has a criminal record. In these circumstances, the organization will be clear in its request that it is not asking for the Minor's youth record. Waterski and Wakeboard Saskatchewan understands that they may not request to see a Minor's youth record.

#### Renewal

- 21. Unless the Screening Committee determines, on a case-by-case basis, to modify the submission requirements, individuals who are required to submit an E-PIC, Screening Disclosure Form, VSC, or Screening Renewal Form, are required to submit the documents as follows:
  - a. an E-PIC every three years.
  - b. a Screening Disclosure Form every three years.
  - c. a Screening Renewal Form every year.
  - d. a Vulnerable Sector Check once.
- 22. The Screening Committee may request that an individual provide any of the above documents at any time. Such request will be in writing and reasons will be provided for the request.

# **Orientation, Training, and Monitoring**

- 23. The type and amount of orientation, training, and monitoring will be based on the individual's level of risk, at the discretion of Waterski and Wakeboard Saskatchewan.
- 24. Orientation may include, but is not limited to: introductory presentations, facility tours, safe sport policy training, equipment demonstrations, parent/Athlete meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or initial period of engagement.
- 25. Training may include, but is not limited to: certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.
- 26. At the conclusion of orientation and training, the individual will be required to acknowledge, in written form, that they have received and completed the orientation and training.
- 27. Monitoring may include but is not limited to: written or oral reports, observations, evaluations, tracking, electronic surveillance, and site visits.

#### **Records**

- 28. All records will be maintained in a confidential manner and will not be disclosed to others except as required by law, or for use in legal, quasi-legal, or disciplinary proceedings. This includes protecting all records in accordance with the relevant and applicable privacy legislation.
- 29. The records kept as part of the screening process include but are not limited to:
  - a. an individual's Vulnerable Sector Check;
  - b. an individual's E-PIC (for a period of three years);
  - c. an individual's Screening Disclosure Form (for a period of three years);
  - d. an individual's Screening Renewal Form (for a period of one year);
  - e. records of any conditions attached to an individual's registration by the Screening Committee; and/or
  - f. records of any discipline applied to any individual by Waterski and Wakeboard Saskatchewan, Waterski Wakeboard Canada, by another Member, or by another sport organization.

# **Privacy**

- 30. The collection, use and disclosure of any personal information pursuant to this Policy is subject to Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information.
- 31. Waterski and Wakeboard Saskatchewan or any of its delegates pursuant to this Policy (i.e., Screening Committee) shall comply with Waterski and Wakeboard Saskatchewan's usual policies and practices regarding private and/or confidential information in the performance of their services under this Policy.

# 32.1. Appendix A: Screening Requirements Matrix

|         | Description   | Requirements  | Examples  |
|---------|---|---|---|
| Level 1 | Individual that holds a decision-making position, involved in high risk assignments, occupies position of trust and/or authority, has a supervisory role, directs others, involved with finances, and who have frequent or unsupervised access to Vulnerable Participants | <ul> <li>Complete an Application         <ul> <li>Form</li> </ul> </li> <li>Complete a Screening             Disclosure Form</li> <li>Complete and provide a VSC</li> <li>Provide one reference             related to the position</li> <li>Participate in training,             orientation, and monitoring             as determined by the             organization</li> <li>Provide a driver's abstract, if             requested</li> </ul>   | Employees, case managers, full-time coaches, coaches that travel with athletes, coaches that could be alone with athletes   |
| Level 2 | Athletes and individuals with direct athlete contact, individuals involved in medium risk assignments who may be in a supervisory role, may direct others, may be involved with finances, and/or who may have limited access to Vulnerable Participants                   | <ul> <li>Complete an Application         <ul> <li>Form</li> </ul> </li> <li>Complete a Screening             Disclosure Form</li> <li>Complete and provide an E-PIC</li> <li>Provide one reference             related to the position</li> <li>Participate in training,             orientation, and monitoring             as determined by the             organization</li> <li>Provide a driver's abstract, if             requested and relevant to             the position</li> </ul> | Athletes, coaches, training personnel, athlete support personnel, non-coach employees or managers, directors, coaches who are typically under the supervision of another coach, officials, event organizing committee |
| Level 3 | Individuals with no direct contact with athletes, involved in low risk assignments who are not in a supervisory role, not directing others, not involved with finances, and/or do not have unsupervised access to Vulnerable Participants                                 | <ul> <li>Complete an Application         <ul> <li>Form</li> </ul> </li> <li>Complete a Screening         <ul> <li>Disclosure Form</li> </ul> </li> <li>Participate in training,         <ul> <li>orientation, and monitoring</li> <li>as determined by the</li> <li>organization</li> </ul> </li> </ul>   | Certain employees<br>and board members,<br>certain volunteers,<br>parents, youth, or<br>volunteers who are<br>helping out on a<br>non-regular or<br>informal basis  |

# 32.2. Appendix B: Application Form

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

| Name<br>(First Middle Last):   |   |  |
|--|---|--|
| Current Permanent Address<br>(Street City Province Postal Code):   |   |  |
| Phone number (day):  | Date of birth<br>(MM/DD/YY):  | Male: ☐<br>Female: ☐<br>Other (please specify): ☐          |
| Email:   |   |  |
| Position Sought:   |   |  |
| By signing this document below, I agree to be Waterski and Wakeboard Saskatchewan includu UCCMS, Conflict of Interest Policy, Privacy Polifollowing link after the list of board members.  I recognize that I must pass certain screening routlined in the Screening Policy, and that the Screening Policy, and that | ding but not limited to the icy, and Screening Policy. For equirements depending of | Code of Conduct and Ethics,<br>Policies are located at the |
| volunteer or work in the position.   | occoming committee will   | determine my englamty to                                   |
| Name (PRINT):  | Signature:  |  |
| Date:  |   |  |

# 32.3. Appendix C: Screening Disclosure Form

| Name<br>(First Middle Last):   |                           |   |
|--|---------------------------|---|
| Other Names Used (Now or Previou   | usly):                    |   |
| Current Permanent Address<br>(Street City Province Postal Code):   |                           |   |
| Phone number (day):  | Date of birth (MM/DD/YY): | Male: ☐<br>Female: ☐<br>Other (please specify): ☐ |
| Email:   |                           |   |
| Club:  |                           |   |
| Note: Failure to disclose truthful info<br>the loss of volunteer responsibilities<br>1. Have you been convicted of a cr<br>conviction. Attach additional pages | or other privileges       |   |
| Name or type of offense:   |                           |   |
| Name and jurisdiction of court/tril  | bunal:                    |   |
| Year convicted:  |                           |   |
| Penalty or punishment imposed:   |                           |   |
| Further explanation:   |                           |   |
|  |                           |   |

| Name of disciplining or sa  | nctioning body:  |                |                     |                  |
|---|--|----------------|---------------------|------------------|
| Date of discipline, sanction  | n or dismissal:  |                |                     |                  |
| Reasons for discipline, san   | ction or dismissal:  |                |                     |                  |
| Penalty or punishment im  | posed:   |                |                     |                  |
|   |  |                |                     |                  |
| Further explanation:  . Are criminal charges or r government agency, curr         | ently pending or th  | reatened agaiı | nst you? If so, ple | ease complete th |
| . Are criminal charges or r government agency, curr bllowing information for ea   | ently pending or th  | reatened agaiı | nst you? If so, ple | ease complete th |
| . Are criminal charges or r government agency, curr ollowing information for each | ently pending or the   | reatened agaiı | nst you? If so, ple | ease complete th |
| . Are criminal charges or   | ently pending or the ach pending charge charge court/tribunal: | reatened agaiı | nst you? If so, ple | ease complete th |

2. Have you ever been disciplined or sanctioned by a sport governing body or by an independent body (e.g., private tribunal, government agency, etc.) or dismissed from a coaching or volunteer position? If so, please complete the following information for each disciplinary action or sanction.

#### **PRIVACY STATEMENT**

By completing and submitting this Screening Disclosure Form, I consent and authorize Waterski and Wakeboard Saskatchewan to collect, use and disclose my personal information, including all information provided on the Screening Disclosure Form as well as my Enhanced Police Information Check and/or Vulnerable Sector Check (when permitted by law) for the purposes of screening, implementation of the *Screening Policy*, administering membership services, and communicating with National Sport Organizations, Provincial Sport Organizations, Clubs, and other organizations involved in the governance of sport. Waterski and Wakeboard Saskatchewan will not distribute personal information for commercial purposes.

#### **CERTIFICATION**

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

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

| Name (PRINT): | Signature: |
|---------------|------------|
|               |            |
|               |            |
| Date:         |            |
|               |            |

# 32.4. Appendix D: Screening Renewal Form

| (MM/DD/YY): Female:  |  |   |  |
|--|--|---|--|
| Phone number (day):  Date of birth (MM/DD/YY):  Female: Other (please specify):  By signing this document below, I certify that there have been no changes to my criminal record since I last submitted an Enhanced Police Information Check and/or Vulnerable Sector Check and/oscreening Disclosure Form to Waterski and Wakeboard Saskatchewan. I further certify that there a no outstanding charges and warrants, judicial orders, peace bonds, probation or prohibition orders or applicable non-conviction information, and there have been no absolute and conditional discharges.  I agree that any Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I would obtain or submit on the date indicated below would be no different than the last Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I submitted to Waterski and Wakeboard Saskatchewan. I under that if there have been any changes, or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to the Screening Committee instead of this form.  I recognize that if there have been changes to the results available from the Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form, and that it submit this form improperly, then I may be subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee.  Name (PRINT):  Signature: |  |   |  |
| Email:  By signing this document below, I certify that there have been no changes to my criminal record since I last submitted an Enhanced Police Information Check and/or Vulnerable Sector Check and/oscreening Disclosure Form to Waterski and Wakeboard Saskatchewan. I further certify that there a no outstanding charges and warrants, judicial orders, peace bonds, probation or prohibition orders or applicable non-conviction information, and there have been no absolute and conditional discharges.  I agree that any Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I would obtain or submit on the date indicated below would be no different than the last Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I submitted to Waterski and Wakeboard Saskatchewan. I understar that if there have been any changes, or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to the Screening Committee instead of this form.  I recognize that if there have been changes to the results available from the Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form, and that i submit this form improperly, then I may be subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee.  Name (PRINT):  Signature:   |  |   |  |
| By signing this document below, I certify that there have been no changes to my criminal record since I last submitted an Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to Waterski and Wakeboard Saskatchewan. I further certify that there are no outstanding charges and warrants, judicial orders, peace bonds, probation or prohibition orders or applicable non-conviction information, and there have been no absolute and conditional discharges.  I agree that any Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I would obtain or submit on the date indicated below would be no different than the last Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I submitted to Waterski and Wakeboard Saskatchewan. I understar that if there have been any changes, or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to the Screening Committee instead of this form.  I recognize that if there have been changes to the results available from the Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form, and that i submit this form improperly, then I may be subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee.  Name (PRINT):  Signature:   | Phone number (day):  |   | Male: ☐<br>Female: ☐<br>Other (please specify): ☐  |
| since I last submitted an Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to Waterski and Wakeboard Saskatchewan. I further certify that there a no outstanding charges and warrants, judicial orders, peace bonds, probation or prohibition orders or applicable non-conviction information, and there have been no absolute and conditional discharges.  I agree that any Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I would obtain or submit on the date indicated below would be no different than the last Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I submitted to Waterski and Wakeboard Saskatchewan. I understar that if there have been any changes, or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to the Screening Committee instead of this form.  I recognize that if there have been changes to the results available from the Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form, and that i submit this form improperly, then I may be subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee.  Name (PRINT):  Signature:   | Email:   |   |  |
| different than the last Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form that I submitted to Waterski and Wakeboard Saskatchewan. I understar that if there have been any changes, or if I suspect that there have been any changes, it is my responsibility to obtain and submit a new Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form to the Screening Committee instead of this form.  I recognize that if there have been changes to the results available from the Enhanced Police Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form, and that i submit this form improperly, then I may be subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee.  Name (PRINT):  Signature:   | since I last submitted an Enhanced Police Infor<br>Screening Disclosure Form to Waterski and Wa<br>no outstanding charges and warrants, judicial<br>or applicable non-conviction information, and<br>discharges.  I agree that any Enhanced Police Information ( | rmation Check and/or Vul<br>akeboard Saskatchewan. I<br>orders, peace bonds, prob<br>there have been no absol | nerable Sector Check and/or<br>further certify that there are<br>pation or prohibition orders,<br>lute and conditional |
| Information Check and/or Vulnerable Sector Check and/or Screening Disclosure Form, and that i submit this form improperly, then I may be subject to disciplinary action and/or the removal of volunteer responsibilities or other privileges at the discretion of the Screening Committee.  Name (PRINT):  Signature:  | different than the last Enhanced Police Inform Screening Disclosure Form that I submitted to that if there have been any changes, or if I sus responsibility to obtain and submit a new Enha   | ation Check and/or Vulne<br>Waterski and Wakeboard<br>pect that there have beer<br>anced Police Information   | rable Sector Check and/or<br>Saskatchewan. I understand<br>any changes, it is my<br>Check and/or Vulnerable            |
|  | Information Check and/or Vulnerable Sector of submit this form improperly, then I may be su  | Check and/or Screening I ubject to disciplinary action  | Disclosure Form, and that if I on and/or the removal of  |
| Date:  | Name (PRINT):  | Signature:  |  |
|  | Date:  |   |  |

# 32.5. Appendix E: Request for Vulnerable Sector Check

| Note: Waterski and Wakeboard Saskatchewan will brequirements from the VSC provide.   | e required to modify this letter to adhere to any       |
|--|---|
| INTRODUCTION   |   |
| Waterski and Wakeboard Saskatchewan is requestin [insert individual's full name] who identifies as a was born on [insert birthdate]. |   |
| DESCRIPTION OF ORGANIZATION  |   |
| Waterski and Wakeboard Saskatchewan is a not-forwatersports located in Saskatchewan.   | -profit provincial organization for towed               |
| DESCRIPTION OF ROLE  |   |
| [insert individual's name] will be ac<br>In this role, the individual will have access to vulnera                                    | ting as a [insert individual's role]. able individuals. |
| [Insert additional information re: type and number etc.]   | of vulnerable individuals, frequency of access,         |
| CONTACT INFORMATION  |   |
| If more information is required from Waterski and V<br>Screening Committee Chair:  | Vakeboard Saskatchewan, please contact the              |
| [Insert information for Screening Committee Chair]   |   |
| Name (PRINT):  | Signature:  |
| Date:  |   |

# 33. Conflict of Interest Policy

| Effective date                | March 2024   |
|-------------------------------|--|
| Archived date                 | -  |
| Date last reviewed            | March 2024   |
| Scheduled review date         | March 2027   |
| Replaces and/or amends        | Waterski and Wakeboard Saskatchewan Conflict of Interest<br>Policy March, 2016 |
| Approved by                   | Waterski and Wakeboard Saskatchewan Board of Directors                         |
| Approved                      | March 2024   |
| Appendix(-ces) to this Policy | Appendix F: Conflict of Interest Declaration Form                              |

# **Background**

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

# **Purpose**

2. Waterski and Wakeboard Saskatchewan strives to reduce and eliminate nearly all instances of conflict of interest at Waterski and Wakeboard Saskatchewan – by being aware, prudent, and forthcoming about the potential conflicts. This Policy describes how Individuals will conduct themselves in matters relating to conflict of interest, and will clarify how Individuals shall make decisions in situations where conflict of interest may exist.

# **Application of this Policy**

3. This Policy applies to all Individuals.

# **Obligations**

4. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between an Individual's personal interest and the interests of Waterski and Wakeboard Saskatchewan, shall always be resolved in favour of Waterski and Wakeboard Saskatchewan.

#### 5. Individuals 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 Waterski and Wakeboard Saskatchewan, unless such business, transaction, or other interest is properly

- disclosed to Waterski and Wakeboard Saskatchewan and approved by Waterski and Wakeboard Saskatchewan.
- 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 Waterski and Wakeboard Saskatchewan, 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 Waterski and Wakeboard Saskatchewan, or in which they have an advantage or appear to have an advantage on the basis of their association with Waterski and Wakeboard Saskatchewan.
- f. Without the permission of Waterski and Wakeboard Saskatchewan, use Waterski and Wakeboard Saskatchewan's property, equipment, supplies, or services for activities not associated with the performance of their official duties with Waterski and Wakeboard Saskatchewan.
- g. Place themselves in positions where they could, by virtue of their role Waterski and Wakeboard Saskatchewan, 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 their role with Waterski and Wakeboard Saskatchewan.

#### 6. **Disclosure of Conflict of Interest**

- a. On an annual basis, all of Waterski and Wakeboard Saskatchewan's directors,
  officers, employees, and committee members will complete a Declaration Form
  (Appendix B) disclosing any real or perceived conflicts that they might have.
  Declaration Forms shall be retained by Waterski and Wakeboard Saskatchewan for as
  long as required.
- Individuals shall disclose real or perceived conflicts of interest in the Declaration
   Form and, thereafter, shall provide updates to Waterski and Wakeboard
   Saskatchewan's board immediately upon learning that a conflict of interest may have arisen or exist.
- c. Individuals shall also disclose any and all affiliations with any and all other organizations involved with the same sport or any other sport or organization (should such involvement result in a potential conflict of interest, whether real or perceived). These affiliations include any of the following roles: athlete, coach, manager, official, employee, volunteer, officer or director.

# 7. Minimizing Conflicts of Interest in Decision-Making

Decisions or transactions that involve a conflict of interest that has been proactively disclosed by an Individual will be considered and decided with the following additional provisions:

- a. The nature and extent of the Individual's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded or noted.
- b. The Individual does not participate in discussion on the matter.
- c. The Individual abstains from voting on the decision.
- d. For board-level decisions, the Individual does not count toward quorum.
- e. The decision is confirmed to be in the best interests of Waterski and Wakeboard Saskatchewan.
- f. For potential conflicts of interest involving the Executive Director of Waterski and Wakeboard Saskatchewan, Waterski and Wakeboard Saskatchewan's board will determine whether there is there a conflict and, if one exists, the Executive Director will resolve the conflict by ceasing the activity giving rise to the conflict. For any potential conflict of interest involving employees, the Executive Director will determine whether a conflict of interest exists.
- g. Waterski and Wakeboard Saskatchewan 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 Waterski and Wakeboard Saskatchewan or give rise to a potential conflict of interest.

#### 8. Conflict of Interest Complaints

- a. Any person who believes that an Individual may be in a conflict of interest situation should report the matter, in writing (or verbally if during a meeting of the board or any committee), to Waterski and Wakeboard Saskatchewan's board who will decide appropriate measures to eliminate or address the conflict as quickly as possible.
- Failure to comply with an action as determined by the board may result in disciplinary action being taken pursuant to the Discipline and Complaints Policy.
- c. Any person who believes that an Individual has made a decision that was influenced by real or perceived conflict of interest may submit a complaint, in writing, Waterski and Wakeboard Saskatchewan to be addressed under Waterski and Wakeboard Saskatchewan's Discipline and Complaints Policy.
- d. Waterski and Wakeboard Saskatchewan Board of Directors may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending the final outcome of the matter.

#### 9. Enforcement

 Failure to adhere to this Policy may result in disciplinary action being taken in accordance with Waterski and Wakeboard Saskatchewan's Discipline and Complaints Policy.

# 33.1. Appendix F: Conflict of Interest Declaration Form

| <ol> <li>I have read Waterski and Wakeboard Saskatchewan's Conflict of Interest Policy, I agree to be<br/>bound by the obligations contained therein, and I commit to avoid any real or perceived<br/>conflict of interest. I also commit to disclosing the existence of any real or perceived conflict<br/>of interest to the Board, as soon as it is known to me.</li> </ol> |  |            |  |
|--|--|------------|--|
| 2.   | 2. I declare the following interests which may represent a potential conflicting interest: |            |  |
|  |  |            |  |
|  |  |            |  |
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|  |  |            |  |
|  |  |            |  |
|  |  |            |  |
|  |  |            |  |
| Name   | (PRINT):   | Signature: |  |
|  |  |            |  |
| Date:  |  |            |  |
|  |  |            |  |