



# **Swim BC Club Operations Manual**

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Many of the template policies in this document are generic sport templates and will look different than Swim BC policies. They remain a very good guide to the type of policy your club should consider adopting, however you have the option of utilizing Swim BC policy as a template or developing your own.

Swim BC will continue to revise the document and focus it specifically to our sport, and to our province. If you have any suggestions, or see any content that requires editing, please do not hesitate to send it our way.

*Ken Radford*  
Swim BC Executive Director

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## Table of Contents

<b>SECTION I – INTRODUCTION.....</b>	<b>4</b>
Purpose of the Manual .....	4
Mission, Vision, Values .....	4
<b>SECTION II – GOVERNANCE .....</b>	<b>5</b>
Governance Models.....	6
Board of Directors .....	9
<b>SECTION III – INCORPORATING.....</b>	<b>10</b>
<b>SECTION IV – BYLAWS.....</b>	<b>10</b>
Constitution vs. Bylaws vs. Policies vs. Rules .....	10
Bylaws Sections .....	11
BC Societies Act – Model Bylaws .....	12
<b>SECTION V – DIRECTOR RESPONSIBILITIES.....</b>	<b>16</b>
General and Legal Duties .....	16
Roles and Positions.....	18
Meetings of the Board .....	20
Conflict of Interest .....	22
Template – Conflict of Interest Policy .....	23
Template – Director’s Agreement .....	26
<b>SECTION VI – MEETINGS OF THE MEMBERS .....</b>	<b>29</b>
Types of Meetings .....	29
Meeting Procedures .....	29
Meeting Agenda .....	29
Motions.....	30
<b>SECTION VII – COMMITTEES.....</b>	<b>30</b>
Standing Committees (or Committee of the Board) .....	30
Ad-Hoc Committees (or Operating Committees) .....	31
Empowering Committees .....	31
Executive Committee.....	32
Template – Nominations Committee Terms of Reference .....	33
Template – Finance Committee Terms of Reference.....	37
Template – Coaches Committee Terms of Reference.....	39
<b>SECTION VIII - COMPLAINT MANAGEMENT.....</b>	<b>40</b>
Receiving a Complaint .....	40
Policies .....	41
Jurisdiction.....	41
Code of Conduct and Ethics.....	42
Template – Discipline and Complaints Policy .....	43
Template – Dispute Resolution Policy .....	47
Template – Appeal Policy .....	49
Template – Code of Conduct and Ethics .....	52
<b>SECTION IX – HUMAN RESOURCES and VOLUNTEER MANAGEMENT .....</b>	<b>57</b>
Volunteers .....	57
Screening .....	57
Employees.....	57
Template – Human Resources Policy .....	58
Template – Screening Policy.....	66
Sport Law Template – Screening Disclosure Form .....	72
Template – Employment Agreement .....	75
Template – Volunteer Agreement.....	82
<b>SECTION X – PROGRAMMING.....</b>	<b>84</b>
Jurisdiction.....	84
Fundraising and Sponsorship .....	84
Team Selection .....	84

Template – Fundraising Policy.....	86
Template – Selection Policy (Individual) .....	88
<b>SECTION XI – FINANCES AND CORPORATE MAINTENANCE.....</b>	<b>92</b>
Corporate Requirements .....	92
Record Keeping.....	92
Finance and Accounting .....	93
Template – Financial Policy .....	94
<b>SECTION XII – POLICY SUPPORT.....</b>	<b>98</b>
Policies Required by Law .....	98
Policy Development.....	98
Template – Privacy Policy.....	100
Template – Confidentiality Policy.....	106
Template – Travel Policy.....	108
Template – Social Media Guidelines .....	111
Template – Team Manager and Chaperone Policy .....	113
Template – Social Media Use Policy .....	114
Template – Waiver .....	116
Template – Assumption of Risk .....	118
Template – Registration Form .....	120
<b>SECTION XIII – CONCLUSION.....</b>	<b>122</b>
References.....	122
Contact Information .....	122

## SECTION I – INTRODUCTION

### Purpose of the Manual

The purpose of this manual is to provide Swim BC clubs with an overview of multiple topic areas that clubs face in their regular operation. The manual can be used as an effective tool for both new or rebuilding clubs as well as established organizations looking to update or address emerging policy trends or gaps. Templates for specific policy areas are provided and can be modified by each club.

Each section of this manual informs the following section. For example, a strong understanding of the organization's Mission, Vision, and Values will help the organization define what model of governance it wants to adopt. The organization's governance structure in turn defines the key components of the bylaws, and so forth.

Organizations are encouraged to take the following step-by-step approach when creating or updating their governing documents and operations policies:

- Step 1: Establish or review the organization's Mission, Vision, and Values
- Step 2: Establish or review the organization's strategic plan
- Step 3: Establish or review the organization's governance structure to best implement the strategic plan
- Step 4: Determine whether or not to incorporate
- Step 5: Create/update the organization's bylaws, identify members and voting rights
- Step 6: Determine Director responsibilities and policies
- Step 7: Understand meetings of the Members
- Step 8: Establish Board and Operational Committees
- Step 9: Determine how to handle complaints
- Step 10: Understand how to manage staff and volunteers
- Step 11: Decide how to offer sport programming, determine opportunities and limitations for growth
- Step 12: Manage finances
- Step 13: Support sport programming and organizational health with policies

Established clubs can benefit from reading the sections and applying some of the templates in this manual. Regularly reviewing each of the steps above can help an organization ensure that it is still effectively meeting its mandate even as it changes over time.

The manual is not a substitute for legal advice but is intended as a resource that swim clubs can use to guide best practices and improve various areas of their organization at little-to-no cost.

### Mission, Vision, Values

A swim club's mission, vision, and values are its governing statements that decide the strategic direction and general operation of the organization. When faced with a decision, an organization should refer to these governing statements to ensure that the decision is aligned with its strategy and direction. Clubs that do not have their governing statements aligned with their strategy and direction risk having disconnection within the organization. Volunteers, Staff, Directors, and Members may all feel the club should operate with different goals (e.g., 'winning' vs. 'fun') which can create discord, disagreements, and organizational strife.

#### **Mission**

A swim club's mission is its core purpose. An effective mission statement highlights the ultimate purpose of the organization and why it exists as well as what the organization does to achieve this purpose. For example, a simple mission statement of a swim club might be:

***Our mission is to serve the residents of [local area] and provide both recreational and competitive development opportunities in the sport of swimming.***

## **Vision**

A swim club's vision statement describes what the organization wants to be and how it might get there. For example, a simple vision statement of a local sport association might be:

*Our vision is to have the most fun [sport] activities in the region.*

## **Values**

A swim club's values connect its vision to its mission. Essentially, values can direct people's behaviour and the choices that they make - thereby guiding them toward fulfilling the organization's mission and vision.

- Values are principles or beliefs considered worthwhile and desirable and are unique to each organization in that they reflect the common beliefs shared among individuals within the organizational context.
- Despite organizational turnover, values tend to remain fixed over time and effective and consistent values can attract more volunteers and members.
- Extrinsic values are values that the Members are aware of and act upon, and intrinsic values are values that the Members are not necessarily aware of and that unknowingly pervade the organization's operations. Intrinsic values are always present and always affect the culture of the organization, most often in terms of governance and policy decisions.

## **Swim BC's values are:**

### **EXCELLENCE**

Employees and volunteers deliver peak performance and proactively seize opportunities that come from change in the quest for continuous improvement. It is not only up to the technical staff, member coaches or the athletes to go for gold. Everyone shares in this responsibility, including the Board, staff, volunteers, clubs, and affiliate members. We strive for excellence with a "no excuses" mindset.

### **INTEGRITY**

Swim BC is committed to honest and honourable delivery of its programs, services and activities.

### **ACCOUNTABILITY**

We are all accountable and directed towards peak performance. We each take responsibility, are open to systemic evaluation and live up to our commitments.

### **INNOVATION**

Swim BC embraces an environment that encourages evaluation towards change, stimulating and creating more effective processes, programs and ideas. By being innovative we strive to define a culture that encourages adaptation to deliver better programs and member services.

### **PASSION**

In all we do, Swim BC embraces an intrinsic pursuit to do things 'right'. We are fascinated by our sport and are committed to success and energy from within. We believe passion can be sustained within the organization and can be the difference between a daily joy, and a daily job.

### **COMMUNICATION**

At our core, communicating the right thing in the right amount at the right time is essential to the successful delivery of all we do. Meaningful and professional, communication articulates our very existence.

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## **SECTION II – GOVERNANCE**

### **What is Governance and why is it important?**

The simple definition of governance is "*the systems and structures an organization uses to control its general operations, programs and activities.*" But governance is more than just tangibles and mechanics. The simple definition may be

expanded to: *“the systems and structures an organization uses to control its general operations, programs and activities. These systems and structures allow a club to:*

- *hold a Board of Directors to account,*
- *promote fairness and transparency,*
- *support stewardship and integrity, and*
- *engage members and stakeholders.*

*Governance systems and structures provide the means by which organizations make decisions, pursue mandates and goals, deliver programs and services, and meet legal standards.”*

There is no one model of governance that is better than another. The model that works for one organization in its given set of circumstances may not work well for another. Successful governance reform requires a change management approach, careful and patient facilitation, and engagement and input of members and stakeholders.

If your club is embarking on a path of governance review, you may want to consider the following:

1. Does your organization have a strategic plan and does the organization follow it? Do the Directors know, respect, and reflect the organization’s values?
2. Are the organization’s bylaws up to date? Do the governance practices align with what is written?
3. What type of Board of Directors does the organization have or want?
4. What is the mission, vision, and values of the organization?

Governance is supported by “governing documents” which refer to the bylaws and policy documents that an organization uses to govern itself. Taken together, these documents form the “contract” between the club and its members. This contract provides the club with the legal authority to establish and enforce the rights, privileges and obligations of membership. At first glance, governing documents may appear to be boring or unimportant. But these documents determine how an organization makes decisions that affect members and they are therefore essential. Good governance is an essential element of risk management and good governance begins with ensuring that the necessary governing documents are in place to support the club’s day-to-day operations. Once the appropriate governance structure is determined by the club, the bylaws (and any future amendments) should reflect the chosen governance model, specifically the composition and term length of Directors, and the powers of the Board and various committees.

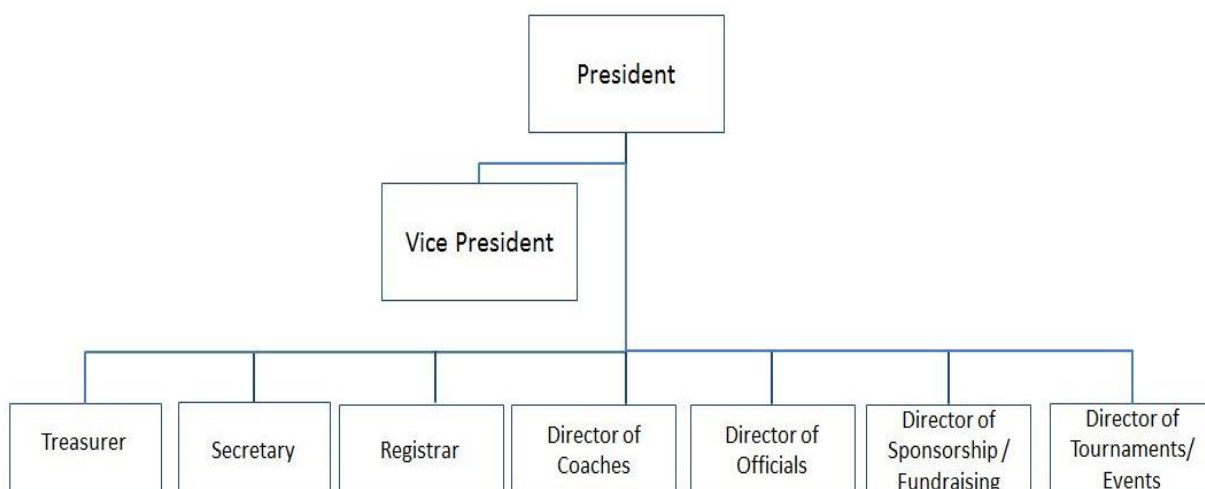
Governance review is connected to strategic planning. Organizations should undergo a strategic planning process when they are changing or considering changing their governing documents. Strategic planning is the formal consideration of an organization’s future course and the resources required to achieve it. The best possible strategic planning process always begins with a commitment to the club’s foundational statements – its mission, vision, and values. Managing-by-values is a new approach to governance that requires an explicit commitment by the club to become more intentional about using its values in its decision making.

### **Governance Models**

An organization/club is governed by its Board of Directors. The governance model used by a swim club can often be determined by understanding how the Directors come into their positions, how many Directors there are, and what powers and responsibilities they have. There are three types of governance models typically used in sport:

- **Administrative/Working Board** – decision-making by volunteers, little long-term planning, characterized by Member preferences and quality services

*Example Characteristics:* The Board makes all operational and long-term planning decisions for the organization. Each Director has a specific role and is responsible for the day-to-day tasks involved with that role. Decisions are made at meetings of the Board, Directors present reports, and future direction is determined. The primary focus of a working Board is the operational tasks required to run the organization’s program(s).

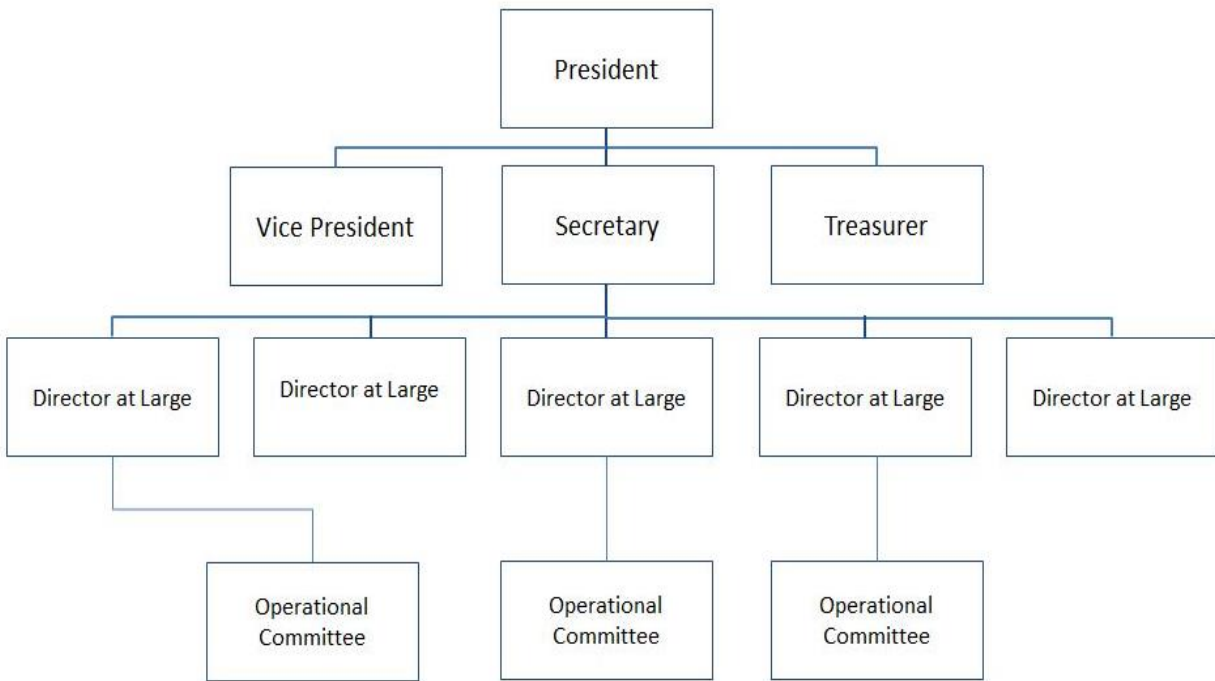


Pros	Cons
Vast number of people involved in the operations of the organization	Difficult to manage a large number of people at a Board meeting
Vast number of people who have knowledge of the organization	Difficult to arrange a meeting or ascertain quorum
Each Director assigned a specific task or responsibility	Difficult to fill all positions. Vacant positions leave specific operations incomplete
Continually relating to the operations and history of the organization	History is embedded in operations, strategic planning, values, and policy development
Individuals have strong attachment to the organization	People filling a role for which they have no experience

- **Management Board** – decision-making by volunteers sometimes assisted by paid staff, some long-term planning, characterized by administrative efficiency

*Example Characteristics:* The executive officers (President, Vice President, Secretary, and Treasurer) are more focused on the long-term planning of the organization. The day-to-day administrative duties are divided amongst the Directors-at-Large with support provided by the executive. The Director-at-Large positions have no specific role; these roles are developed based on the needs of the organization at that particular time. Sub-committees of volunteers (non-Directors) provide support to the Directors-at-Large.

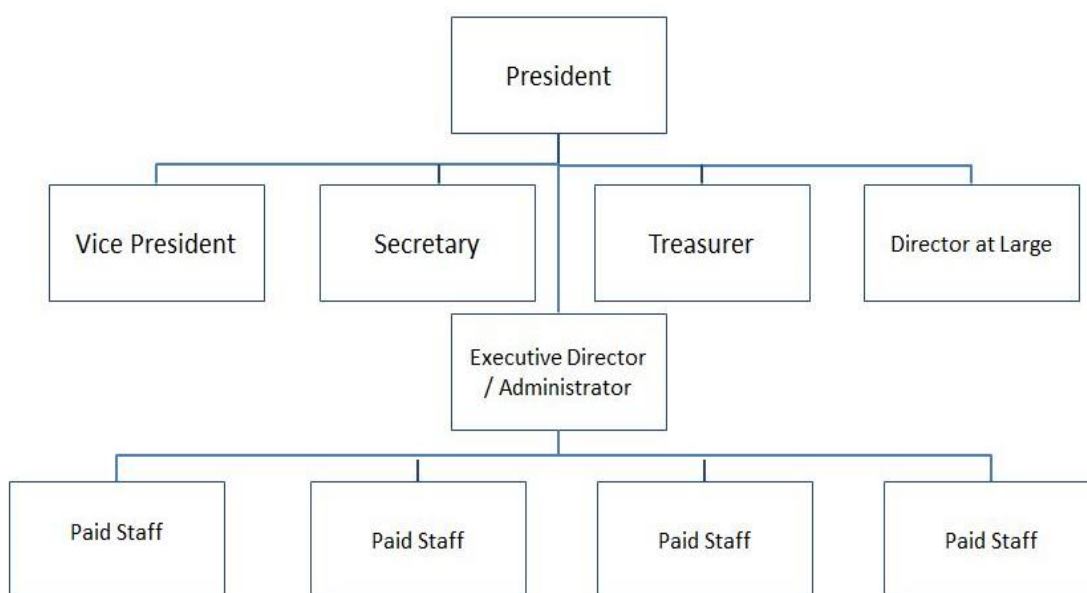




Pros	Cons
Focus on strategic planning, vision, mission, values and policies	Difficult to manage a large number of people at a Board meeting
Non-descriptive positions allow for the ‘best’ people to be on the Board	Difficult to arrange a meeting or ascertain quorum
Accountable to the organization as a whole	Difficult to fill all positions
Leverage skill sets and expertise	May become focused on operations and minimizing strategic planning, values, and policy development
Provides oversight to staff and management	Overstep boundaries between governance and management/operations

- **Policy Board** – decision making by paid staff assisted by volunteer Board, formal long-term planning.

*Example Characteristics:* The Board consists of the executive officers (President, Vice President, Secretary, and Treasurer) and one Director-at-Large who oversee the vision and direction of the organization. Paid staff report to the Board on the organization’s day-to-day administrative duties.



Pros	Cons
Focus on strategic planning, vision, mission, values and policies	Small number of Directors may create an imbalance in power
Non-descriptive positions allow for the 'best' people to be on the board	Few people with experience as a Director for continuity
Accountable to the organization as a whole and ability to speak as one voice	Possibility of micro-managing
Leverage skill sets and expertise	May become focused on strategies/policy development and fail to provide oversight to finances and operations
Provides oversight to staff and management	Overstep boundaries between governance and management/operations

Local clubs may use a 'Working Board' governance model with some larger clubs approaching the 'Management Board' or 'Policy Board' model. In a 'Working Board' model, there are usually as many Directors as are needed for the operation of the various areas of the organization. Directors also usually have the power to steer and guide the organization in the manner they see as appropriate with little input from members. In fact, in many local organizations, the Directors would be considered the voting members of the organization and the only ones able to cast votes at a meeting of the members. Responsibilities of Directors are further described later in the manual (see: **SECTION V – DIRECTOR RESPONSIBILITIES**).

A club involved with competitive sport should strive toward a 'Management Board' or 'Policy Board' model of governance. This model would remove some of the decision-making from volunteers and increase the organization's focus on long-term planning. 'Management Board' and 'Policy Boards' are typically implemented at larger clubs or Provincial Sport Organizations (PSOs), Swim BC is typical of this model. Policy Boards allow the day to day operations of the organization to be run by the paid staff, both coaching and in some cases administrative, and allows the board to focus on policies to support the growth of the organization.

### Board of Directors

A club should have an adequate number of Directors to meet the needs of its current governance model. For example, a club that has a 'Working Board' governance model will have many Directors because it is the Directors who fill the needed voluntary positions and run programs.

Organizations that approach a 'Management Board' or "Policy Board" governance model may reduce the number of Directors and delegate responsibilities onto paid staff or high-level committees. The Board still retains power to guide the organization's operation but becomes less involved in the day-to-day tasks of running the organization.

A smaller Board that has twelve (12) or fewer Directors is highly recommended based on recent trends in governance and sport operations. A small Board of the highest calibre individuals with complementary skills and experience and a degree of independence can make for a more effective Board than a large Board with a high number of volunteers. A smaller Board is also more flexible, can meet more often, and can respond quicker to matters of importance for the organization.

An odd number of Directors is also recommended with 2-year staggered appointments. For example, in a 7 -member Board, 4 Directors elected in even years and 3 Directors elected in odd years for 2-year terms allow for a consistency on the Board and also avoids a complete “takeover”.

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## SECTION III – INCORPORATING

Incorporating may provide an organization with its own identity separate from the identity of a non-profit Board of Directors or the organization’s founder. This arrangement has benefits both legally and practically for the operation of the organization. A swim club may be owned by an individual or group of individuals however care must be taken to ensure that arrangement does not hinder leadership transition and growth. There may be liability issues for those individuals that are attached to a non-incorporated organization, private ownership must include corporate registration.

It is required that every swim club in BC be registered under the *BC Societies Act* or *incorporated under the Business Corporations Act*. If a club is uncertain of their status it can be determined by contacting BC Registries.

An incorporated organization must fulfill certain annual responsibilities including keeping corporate records and filing an annual return with the Corporate Registry. (see: **SECTION XI – FINANCES AND CORPORATE MAINTENANCE**).

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## SECTION IV – BYLAWS

### Constitution vs. Bylaws vs. Policies vs. Rules

Separating constitution and bylaws content from policies and rules is one of the most difficult challenges for a local sport organization. Most local associations publish a large document that combines legal requirements, Board policies, and local rules variations. These must all be separate.

#### ***What is a constitution?***

The terms constitution and bylaws are often used interchangeably however they are not the same thing. When a club incorporates as a society, it must create two different documents: the first is an application to form a society which will provide the organization with a short document setting out the name of the organization and its purposes (the “Incorporation Certificate”), and the second is a more detailed document describing how the organization will govern itself (the “Bylaws”).

#### ***What is a bylaw?***

The bylaws regulate the nature and legal incorporation of the organization. The bylaws describe how to become a Member or Director of the organization, the meetings of the Members and Directors, the powers of the Members and Directors, and the election of Directors. A full list of bylaw sections is described below in **Bylaws Sections**. The bylaws should be lean and only contain sections relevant to the legal operation of the organization. To amend a bylaw, the Directors may vote for a change at a meeting of the Board, or a Member might propose the amendment at the meeting of the Members. Whether the bylaw is approved by the Board or proposed at the meeting of the Members, the bylaw must still be ratified by the Members at the meeting of the Members.

#### ***What is a policy?***

An organization’s policies are determined and approved by the Board of Directors. Members have little input on the creation or application of a policy. The Board may delegate the responsibility of creating policies to Committees of the Board and this is one way that Members can have influence on the content of policies (see: **SECTION VII – COMMITTEES**).

An organization's policies should connect to its mission, vision, and values. For example, if an organization values 'integrity', the content of the policies should reflect this value in action. The Board can develop policies and procedures to operate the club and manage members. Policies may be consolidated into a policy manual or may exist as standalone documents (see: **SECTION XII – POLICY SUPPORT**).

***What is a rule?***

The Board may create rules for the operation of events, facilities, equipment, or activities. Modifications of the rules of the sport may also be described. For example, a local organization will want to specify where its rules are different than the rules of the provincial sport organization. Though this material also does not need to be approved by the Members, it should exist separately from the policies and procedures. Committees can also have input on the creation and implementation of rules.

**Bylaws Sections**

***Definitions and Interpretations*** – definitions of the main terms and applications used throughout the bylaws

***Members*** – categories of members, member admission and renewal, dues, termination and suspension of membership, how good standing is maintained

***General Meetings of Members*** - annual general and special meetings, calling a meeting, notice, new business, quorum, voting and proxies

***Directors*** – number of Directors; election or appointment of Directors.

***Directors Meetings*** – call of Directors Meetings; Notice of Directors Meetings; Proceedings and conduct of directors' meetings; Quorum of directors

***Board Positions*** – election or appointment to Board positions; Directors at Large; Role of president; Role of vice-president; Role of secretary; Role of treasurer

***Remuneration of Directors and Signing Authority*** – Remuneration of directors; signing authority

## BC Societies Act – Model Bylaws

### Bylaws of [insert name of society] \_\_\_\_\_ (the “Society”)

#### PART 1 – DEFINITIONS AND INTERPRETATION

##### Definitions

##### 1.1 In these Bylaws:

“**Act**” means the *Societies Act* of British Columbia as amended from time to time;

“**Board**” means the directors of the Society;

“**Bylaws**” means these Bylaws as altered from time to time.

##### Definitions in Act apply

##### 1.2 The definitions in the Act apply to these Bylaws.

##### Conflict with Act or regulations

##### 1.3 If there is a conflict between these Bylaws and the Act or the regulations under the Act, the Act or the regulations, as the case may be, prevail.

#### PART 2 – MEMBERS

##### Application for membership

##### 2.1 A person may apply to the Board for membership in the Society, and the person becomes a member on the Board’s acceptance of the application.

##### Duties of members

##### 2.2 Every member must uphold the constitution of the Society and must comply with these Bylaws.

##### Amount of membership dues

##### 2.3 The amount of the annual membership dues, if any, must be determined by the Board.

##### Member not in good standing

##### 2.4 A member is not in good standing if the member fails to pay the member’s annual membership dues, if any, and the member is not in good standing for so long as those dues remain unpaid.

##### Member not in good standing may not vote

##### 2.5 A voting member who is not in good standing (a) may not vote at a general meeting, and (b) is deemed not to be a voting member for the purpose of consenting to a resolution of the voting members.

##### Termination of membership if member not in good standing

##### 2.6 A person’s membership in the Society is terminated if the person is not in good standing for 6 consecutive months.

#### PART 3 – GENERAL MEETINGS OF MEMBERS

##### Time and place of general meeting

##### 3.1 A general meeting must be held at the time and place the Board determines.

##### Ordinary business at general meeting

##### 3.2 At a general meeting, the following business is ordinary business: (a) adoption of rules of order; (b) consideration of any financial statements of the Society presented to the meeting; (c) consideration of the reports, if any, of the directors or auditor; (d) election or appointment of directors; (e) appointment of an auditor, if any; (f) business arising out of a report of the directors not requiring the passing of a special resolution.

**Notice of special business**

- 3.3** A notice of a general meeting must state the nature of any business, other than ordinary business, to be transacted at the meeting in sufficient detail to permit a member receiving the notice to form a reasoned judgment concerning that business.

**Chair of general meeting**

- 3.4** The following individual is entitled to preside as the chair of a general meeting:
- (a) the individual, if any, appointed by the Board to preside as the chair;
  - (b) if the Board has not appointed an individual to preside as the chair or the individual appointed by the Board is unable to preside as the chair,
    - (i) the president,
    - (ii) the vice-president, if the president is unable to preside as the chair, or
    - (iii) one of the other directors' present at the meeting, if both the president and vice-president are unable to preside as the chair.

**Alternate chair of general meeting**

- 3.5** If there is no individual entitled under these Bylaws who is able to preside as the chair of a general meeting within 15 minutes from the time set for holding the meeting, the voting members who are present must elect an individual present at the meeting to preside as the chair.

**Quorum required**

- 3.6** Business, other than the election of the chair of the meeting and the adjournment or termination of the meeting, must not be transacted at a general meeting unless a quorum of voting members is present.

**Quorum for general meetings**

- 3.7** The quorum for the transaction of business at a general meeting is 3 voting members or 10% of the voting members, whichever is greater.

**Lack of quorum at commencement of meeting**

- 3.8** If, within 30 minutes from the time set for holding a general meeting, a quorum of voting members is not present,
- (a) in the case of a meeting convened on the requisition of members, the meeting is terminated, and
  - (b) in any other case, the meeting stands adjourned to the same day in the next week, at the same time and place, and if, at the continuation of the adjourned meeting, a quorum is not present within 30 minutes from the time set for holding the continuation of the adjourned meeting, the voting members who are present constitute a quorum for that meeting.

**If quorum ceases to be present**

- 3.9** If, at any time during a general meeting, there ceases to be a quorum of voting members present, business then in progress must be suspended until there is a quorum present or until the meeting is adjourned or terminated.

**Adjournments by chair**

- 3.10** The chair of a general meeting may, or, if so directed by the voting members at the meeting, must, adjourn the meeting from time to time and from place to place, but no business may be transacted at the continuation of the adjourned meeting other than business left unfinished at the adjourned meeting.

**Notice of continuation of adjourned general meeting**

- 3.11** It is not necessary to give notice of a continuation of an adjourned general meeting or of the business to be transacted at a continuation of an adjourned general meeting except that, when a general meeting is adjourned for 30 days or more, notice of the continuation of the adjourned meeting must be given.

**Order of business at general meeting**

- 3.12** The order of business at a general meeting is as follows:
- (a) elect an individual to chair the meeting, if necessary;
  - (b) determine that there is a quorum;
  - (c) approve the agenda;

- (d) approve the minutes from the last general meeting;
- (e) deal with unfinished business from the last general meeting;
- (f) if the meeting is an annual general meeting,
  - (i) receive the directors' report on the financial statements of the Society for the previous financial year, and the auditor's report, if any, on those statements,
  - (ii) receive any other reports of directors' activities and decisions since the previous annual general meeting,
  - (iii) elect or appoint directors, and
  - (iv) appoint an auditor, if any;
- (g) deal with new business, including any matters about which notice has been given to the members in the notice of meeting;
- (h) terminate the meeting.

#### **Methods of voting**

- 3.13** At a general meeting, voting must be by a show of hands, an oral vote or another method that adequately discloses the intention of the voting members, except that if, before or after such a vote, 2 or more voting members request a secret ballot or a secret ballot is directed by the chair of the meeting, voting must be by a secret ballot.

#### **Announcement of result**

- 3.14** The chair of a general meeting must announce the outcome of each vote and that outcome must be recorded in the minutes of the meeting.

#### **Proxy voting not permitted**

- 3.15** Voting by proxy is not permitted.

#### **Matters decided at general meeting by ordinary resolution**

- 3.16** A matter to be decided at a general meeting must be decided by ordinary resolution unless the matter is required by the Act or these Bylaws to be decided by special resolution or by another resolution having a higher voting threshold than the threshold for an ordinary resolution.

### **PART 4 – DIRECTORS**

#### **Number of directors on Board**

- 4.1** The Society must have no fewer than 3 and no more than 11 directors.

#### **Election or appointment of directors**

- 4.2** At each annual general meeting, the voting members entitled to vote for the election or appointment of directors must elect or appoint the Board.

#### **Directors may fill casual vacancy on Board**

- 4.3** The Board may, at any time, appoint a member as a director to fill a vacancy that arises on the Board as a result of the resignation, death or incapacity of a director during the director's term of office.

#### **Term of appointment of director filling casual vacancy**

- 4.4** A director appointed by the Board to fill a vacancy ceases to be a director at the end of the unexpired portion of the term of office of the individual whose departure from office created the vacancy.

### **PART 5 – DIRECTORS' MEETINGS**

#### **Calling directors' meeting**

- 5.1** A directors' meeting may be called by the president or by any 2 other directors.

#### **Notice of directors' meeting**

- 5.2** At least 2 days' notice of a directors' meeting must be given unless all the directors agree to a shorter notice period.

**Proceedings valid despite omission to give notice**

- 5.3 The accidental omission to give notice of a directors' meeting to a director, or the non-receipt of a notice by a director, does not invalidate proceedings at the meeting.

**Conduct of directors' meetings**

- 5.4 The directors may regulate their meetings and proceedings as they think fit.

**Quorum of directors**

- 5.5 The quorum for the transaction of business at a directors' meeting is a majority of the directors.

**PART 6 – BOARD POSITIONS****Election or appointment to Board positions**

- 6.1 Directors must be elected or appointed to the following Board positions, and a director, other than the president, may hold more than one position:
- (a) president;
  - (b) vice-president;
  - (c) secretary;
  - (d) treasurer.

**Directors at large**

- 6.2 Directors who are elected or appointed to positions on the Board in addition to the positions described in these Bylaws are elected or appointed as directors at large.

**Role of president**

- 6.3 The president is the chair of the Board and is responsible for supervising the other directors in the execution of their duties.

**Role of vice-president**

- 6.4 The vice-president is the vice-chair of the Board and is responsible for carrying out the duties of the president if the president is unable to act.

**Role of secretary**

- 6.5 The secretary is responsible for doing, or making the necessary arrangements for, the following:
- (a) issuing notices of general meetings and directors' meetings;
  - (b) taking minutes of general meetings and directors' meetings;
  - (c) keeping the records of the Society in accordance with the Act;
  - (d) conducting the correspondence of the Board;
  - (e) filing the annual report of the Society and making any other filings with the registrar under the Act.

**Absence of secretary from meeting**

- 6.6 In the absence of the secretary from a meeting, the Board must appoint another individual to act as secretary at the meeting.

**Role of treasurer**

- 6.7 The treasurer is responsible for doing, or making the necessary arrangements for, the following:
- (a) receiving and banking monies collected from the members or other sources;
  - (b) keeping accounting records in respect of the Society's financial transactions;
  - (c) preparing the Society's financial statements;
  - (d) making the Society's filings respecting taxes.

**PART 7 – REMUNERATION OF DIRECTORS AND SIGNING AUTHORITY****Remuneration of directors**

- 7.1 These Bylaws do not permit the Society to pay to a director remuneration for being a director, but the Society may, subject to the Act, pay remuneration to a director for services provided by the director to the Society in another capacity.



### **Signing authority**

- 7.2** A contract or other record to be signed by the Society must be signed on behalf of the Society
- (a) by the president, together with one other director,
  - (b) if the president is unable to provide a signature, by the vice-president together with one other director,
  - (c) if the president and vice-president are both unable to provide signatures, by any 2 other directors, or
  - (d) in any case, by one or more individuals authorized by the Board to sign the record on behalf of the Society.
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## **SECTION V – DIRECTOR RESPONSIBILITIES**

### **General and Legal Duties**

The Board of Directors guides the organization to meet its objectives and fulfill its mission. The responsibility of each Director is to provide leadership and direction to the organization and govern its affairs on behalf of the participants. Serving as a Director can be rewarding because an individual can take an active part in contributing to the success of the organization. But volunteer Directors must also understand that there are legal responsibilities that accompany the power to lead.

The basic responsibility of Directors is to represent the interest of the members in directing the affairs of the organization, and to do so within the law. This legal duty is described in statutes and has been expanded and interpreted in the common law.

In representing the members of the organization and acting as their “trustee”, Directors have three basic duties:

- a) The duty of diligence: the duty to act reasonably, prudently, in good faith and with a view to the best interests of the organization and its members. When exercising their duties, Directors are expected to exercise the same level of care that a reasonable person with similar abilities, skills and experience would exercise in similar circumstances. Directors also have a responsibility to act cautiously and to try to anticipate the consequences of their decisions and actions before they undertake them
- b) The duty of loyalty: the duty to place the interests of the organization first, and to not use one’s position as a Director to further private interests. Directors who are involved in more than one organization may find that they cannot be loyal to both. When a conflict of interest is unavoidable, Directors must disclose the conflict and ensure that they play no part in discussing, influencing or making decisions relating to that conflict. Also, the organization’s Board acts as one entity. Directors must support the decisions of the Board, even if they might not personally agree with the decision and might not have voted to support the decision at a meeting of the Board
- c) The duty of obedience: the duty to act within the scope of the governing policies of the organization and within the scope of other laws, rules and regulations that apply to the organization. The organization can act as a “private tribunal” – an autonomous organization that has the power to write rules, make decisions, and take actions that affect its members and participants. Legally, private tribunals are recognized as having a contractual relationship with their members. Directors must respect this relationship and realize that they 1) have the power to discipline participants and must therefore create fair and legal policies and governing documents and, 2) are bound by, and must comply with, the organization’s governing documents whenever they apply to the Director

### **Liability**

A director who fails to fulfill his or her duties as outlined above may be liable. The term “liability” refers to the responsibility for the consequences of conduct that fails to meet a pre-determined legal standard. Usually, the term “consequences” refers to damage or loss experienced by someone and being responsible for such consequences means having to pay financial compensation.

Liability arises in the following three situations:

1. Statute - a law is broken. The consequences are payment of a fine, having restrictions placed on one's rights or privileges, or imprisonment.
2. Contract - A contract is breached or violated, where a contract is a legally enforceable promise between two or more parties. The consequences are correcting the breach through some form of performance or service, or financial compensation
3. Tort - an act, or a failure to act, whether intentionally or unintentionally, causes injury or damage to another person. The consequences are payment of a remedy in the form of financial compensation.

Regarding statutes, there are a variety of statutes that impose liability on Directors in specific circumstances relating to managing the organization's affairs. Thus, Directors have specific statutory obligations relating to:

1. The election and appointment of Directors
2. Calling meetings of members
3. Paying taxes to government and submitting employment-related remittances
4. Keeping minutes of meetings of Directors and members
5. Reporting and disclosing prescribed information about the organization to authorities
6. Paying wages and salaries
7. Maintaining a safe workplace
8. Activities of the organization that cause pollution or other environmental damage

Regarding contracts, Directors are responsible for ensuring that the organization's contractual obligations are fulfilled. This includes contracts with employees and independent contractors.

Regarding *torts*, Directors are responsible for ensuring that they, as well as the organization's volunteers and staff, do not behave negligently. Negligence refers to the duty that we all have to ensure the safety of those persons affected by our actions. Directors, volunteers and staff are at all times expected to act in a reasonably diligent and safety-conscious manner so that others affected by our actions (fellow employees, volunteers, participants, clients, the public) will not face an unreasonable risk of harm.

The concept of negligence also applies to "wrongful acts" – these are errors, omissions, actions or decisions that harm others, not through damaging their property or their physical person, but through interfering with their rights, opportunities or privileges. Wrongful acts relate primarily to how directors govern the organization, manage its funds, supervise its staff and make decisions that affect members, clients, and the public.

### **Avoiding Liability**

Volunteers, employees and Directors of the organization must always be mindful of risks – this means examining situations cautiously and thinking ahead about the potential consequences of decisions and actions.

The process of risk management is a simple three-part activity. It involves:

1. First, looking at a situation and asking what can go wrong and what harm could result?
2. Second, identifying practical measures we can take to keep such harm from occurring.
3. Third, if harm does occur, identifying practical measures we can take to mitigate its impacts and pay for any resulting damage or losses.

The practical measures that can be used to manage risks fall into four categories:

1. Assume the risk – decide that the risk is minor and do nothing
2. Reduce the risk – find ways to change people's behaviour or the environment in which people work so that the degree of risk is reduced
3. Avoid the risk – choose *not* to do something
4. Transfer the risk – accept the risk but transfer the liability associated with it to someone else through a written contract

Organizations face different risks and must plan and implement different measures to deal with these risks. The practice of risk management is based in large part on common sense and is linked to the concept of “standard of care”, because the measures that are taken to manage risks are usually those that would be taken by any other prudent and reasonable person, having the same skills, knowledge and experience. These measures will tend to revolve around training and educating staff and volunteers, enforcing reasonable rules, inspecting and maintaining facilities and equipment, screening and supervising staff, properly documenting meetings and decisions, and meeting all statutory reporting requirements.

### **Directors and Officers Insurance**

Insurance is one of many techniques used to manage risks – it involves transferring the liability associated with a risk to another party by means of a written contract. In the case of insurance, the party that the risk is transferred to is the insurance company, and the written contract is the insurance policy. Transferring risks through written contracts is a very common business practice.

Directors and Officers insurance is like general liability insurance and covers costs that the Directors and Officers of an organization might become legally obligated to pay as a result of damages to another party. However, unlike a general liability insurance policy that covers losses arising from physical injury or property damage, Directors and Officers liability insurance covers only those losses arising from the director’s own “wrongful acts”.

In such an insurance policy, a wrongful act is defined as an error, misstatement, misleading statement, act, omission or other breach of duty by an insured person in his or her insured capacity. The purpose of this insurance is to provide the financial backing for the indemnity that the organization provides to its directors.

Directors and Officers insurance policies vary, and there is no standard level of coverage. Importantly, many of these policies exclude coverage for:

1. Directors acting outside the scope of their duties as they are described in this handbook, including any actions that are dishonest, fraudulent or criminal
2. Breach of contract, including wrongful dismissal of employees
3. Fines and penalties under a statute or regulation
4. Complaints under a human rights code, including a complaint of discrimination, harassment or sexual harassment

### **Roles and Positions**

***Please note: the following information regarding Directors and Officers is for background knowledge only and is considered outdated. You will note in reviewing the BC Societies Act and Model Bylaws, the term “Officer” has been eliminated from the act and replaced with “Board Positions” and roles. If your bylaws reference ‘Officers’, you may wish to update the terminology.***

‘Directors’ and ‘Officers’ are usually confused. They are similar but not the same. Directors are every individual on the Board that has a vote at a meeting of the Board. These individuals are elected as Directors by the members of the organization. Some Directors may then ‘hold office’ as an Officer. The more common offices are President, Vice President, Secretary, and Treasurer – and these offices typically have well-defined roles and duties - though some organizations may specify more offices (such as a ‘Vice President – Recreational’ or a ‘Head Official’).

Directors can be elected directly into their office or they can be elected as Directors-at-Large (that is, a Director without an office). Some organizations may choose to have all of their Directors elected as ‘Directors-at-Large’ and then have the Directors vote amongst themselves to decide who should fill the Officer positions. Other organizations may choose to elect a President and Treasurer only – with the remaining Directors elected to serve on the Board as Directors-at-Large.

An organization can also have Officers who are not Directors. This arrangement would most commonly be found in organizations that have a staff person who is employed by the organization. The staff member would hold an office (such as ‘Executive Director’), may be given signing authority, and would attend meetings of the Board but is not permitted to have a vote. Sometimes a Past President may be an Officer – but would not be a Director and would not have any voting power at meetings of the Board.

All Directors have both legal and general responsibilities with the Officer positions also generally having more specific duties.

## **General Director Responsibilities**

### *Meetings*

1. Attend meetings, discuss the items on the agenda, and participate fully in decision-making
2. Provide reports to the Board in written form
3. Ensure that minutes of meetings reflect abstentions from votes, votes for, and votes against motions
4. Declare any real or perceived conflict of interest when the issue first arises. Avoid voting, participating in or influencing the decision-making process. Have disclosures recorded in the meeting minutes.
5. Ensure that meeting materials are received in advance of the meeting so decisions can be considered. If important information is lacking, the decision should be postponed until more information can be obtained
6. Keep personal copies of key documentation and minutes of controversial meetings

### *Finances*

1. Review regular financial reports, and approve and monitor the organization's budget
2. Know who is authorized to sign cheques and for what amount
3. Ask questions and seek clarification on financial matters

### *Contracts*

1. Ensure that all contracts the organization enters into are carefully reviewed by staff or by counsel.
2. When the organization partners with other entities on joint projects, or enters into agreements, be sure that all terms and conditions are clearly expressed in a written contract and that risks and liabilities are appropriately shared.

### *Policy*

1. Know and have copies of all of the organization's policies
2. Be familiar with the content of the organization's bylaws
3. Make sure policies are followed by everyone and, if the policy is unsuitable for dealing with the particular circumstance, take steps to change the policy for the future

### *Personnel*

1. Ensure that any staff and volunteer positions (such as coaches) have written job descriptions
2. Ensure that Criminal Records Check and screening measures are in place for those staff and volunteer positions that involve interaction with youth or other vulnerable persons in unsupervised settings

### *Insurance*

1. Ask for copies of the organization's insurance policies (via Swim BC) and become familiar with their scope of coverage

### *Training*

1. Support professional development and training for staff and volunteers
2. Encourage the Board to also engage in training. Bring in a Board development instructor or a facilitator to help the Board improve its effectiveness.
3. Commit resources to the development and updating of Board and staff orientation materials.
4. Leave aside a short portion of every Board meeting to allow the Board to evaluate its effectiveness in conducting the meeting and making governance decisions.

### *General*

1. If the organization needs to deal with a complex matter in which staff or Directors lack expertise, consider the services of an outside professional (e.g., lawyer, financial advisor, human resources consultant, risk management specialist)

### ***President***

Typically, the President will be the Chair of the Board and will preside as Chair at all meetings of the members and meetings of the Board. The President is the official spokesperson of the organization and usually sits as an 'ex-officio' (non-voting) member of all committees unless otherwise specified.

### ***Vice President***

The Vice President (if assigned) performs the duties of the President if the President is ever absent. The Vice President may also chair committees and perform other duties as required. Some organizations will have multiple Vice Presidents each in charge of a specific area of the organization's operations (such as a Vice President – Competitive). Other organizations will have no Vice-President.

### ***Treasurer***

The Treasurer handles financial tasks for the organization, oversees the organization's annual budget, helps set membership fees, and chairs the organization's Finance Committee. The Treasurer also approves expense disbursement, signs cheques, and manages the organization's bank account. If an auditor is required, the Treasurer will assist the auditor in performing an audit of the organization's finances.

### ***Secretary***

The Secretary keeps minutes of the meetings of the Members and meetings of the Board, occasionally acts as registrar for the organization, handles correspondence, gives notice to members of a meeting of the Members, and organizes reports for submission at the meeting of the Members.

## **Meetings of the Board**

An individual elected as a Director agrees to legal responsibilities described in this section that come attached to the position of Director. Once elected, the Director should sign a Director's Agreement (**Template – Director's Agreement**) signalling his or her acceptance of the legal responsibilities and other general duties of being a Director. At the very least, Directors are expected to attend meetings of the Board.

### ***Calling a Meeting***

Meetings of the Board can be called by the President or, usually, by any two Directors. The organization's bylaws should specify who can call a meeting of the Board. The Board of a local sport association should strive to meet monthly though it can be challenging to have full attendance of the Directors for meetings of the Board that occur during the season. Bi-monthly meetings of the Board may be more effective. Meetings of the Board are typically face-to-face but in special circumstances can occur electronically or by telephone. The organization's bylaws should describe how the Board can meet.

Individuals other than Directors (such as staff, Members, or other guests) may attend meetings of the Board at the request of the Board or with the Board's permission. These individuals may not vote on any motions and may be asked to leave the meeting at any time. Their presence (and when/if they leave the meeting at any point) should be recorded in the minutes of the meeting.

### ***Meeting Procedures and Agenda***

Meetings of the Board should be run similar to meetings of the Members but on a smaller scale. Each meeting should have a Chair (usually the President), an individual recording the minutes (usually the Secretary), and an agenda for the meetings distributed in advance. The agenda should include reports from the Treasurer and other Directors when necessary. Reports from Directors should be made orally but documentation should be provided for any sources or reference and copies given to whomever is keeping the minutes of the meeting.

A sample basic meeting agenda may include:

- a) Call to order
- b) Establishment of quorum
- c) Approval of the agenda
- d) Approval of minutes of the previous meeting of the Board
- e) Presentation and approval of reports
- f) Business as specified in the meeting notice
- g) Adjournment

Organizations that are comfortable and experienced with meeting procedure and setting agendas may choose to create a 'consent agenda'. Typically, each agenda item must be approved at the meeting. Even straightforward agenda items (such as approval of the minutes of a previous meeting, approval of reports that are provided for information only, and other non-controversial decisions) must be attended to at the meeting. A consent agenda allows all of those items to be handled and approved together – saving time for other discussion. When using a consent agenda, the President or Secretary would separate the non-controversial items and ask for approval from the group. Any Director may request that an item on the consent agenda be removed from the consent agenda for any reason. Whatever items remain on the consent agenda can be approved together.

### ***Motions and Voting***

Quorum for Meetings of the Board should be described in the organization's bylaws but typically quorum would be a majority of Directors. A Director must be present at a meeting to count for quorum and to cast a vote and Directors may not vote by proxy or in absentia. When issues arise – the reports or the business specified in the meeting notice – the Directors in attendance may make motions to decide the issue. Motions can range from changing the organization's uniform colour, to deciding to write a letter to the provincial organization, to requesting resources for an organization-hosted tournament. A majority of votes on an issue decides the issue. In the organization's bylaws, the Chair can be given voting powers, or not, and can be given a second vote in the event of a tied vote. Some decisions made by the Board (such as the amendment of bylaws) need to be ratified by members at a meeting of the Members. However, the Board is empowered to make most decisions affecting the organization without consulting the members.

### ***Minutes and In-Camera***

Minutes of a meeting are usually kept by the Secretary of the organization or by someone designated to be a recording secretary for a particular meeting. There is no standard format for recording minutes and organizations can record the content of their meetings at a level of detailed preferred by the organization. Minutes of meetings of the Board are not required to be shared with Members.

At minimum, the minutes of a meeting should describe: the time the meeting begins and ends, the names of the Directors who attended and any Directors who sent regrets or failed to attend, a description of the discussion for each agenda item, and a brief summary of each motion and whether the motion passed or failed. For example, a motion item in the minutes may be described as follows:

**Motion:** That the colour of the club's uniform tops be changed from blue to red

**Moved by:** Steven

**Seconded by:** Lisa

**Debate:** Steven explained that studies show that teams wearing red uniforms tended to win more than teams wearing blue. Richard suggested that the organization's colours have always been blue, and the colour is part of the organization's history. Lisa countered that the organization has a history of losing.

**Result:** Motion defeated

Parts of a meeting may be held 'in camera' which means that these parts of the meeting are discussing material sensitive to an individual or group. The parts of a meeting that are held 'in-camera' are typically related to finances (salary for staff, employment, and bidding for an event) or discipline (of a Director or a Member). Club Boards will rarely need to go 'in-camera' during a meeting, but these moments are noted in the minutes of the meeting. The Secretary should continue to keep minutes when the meeting goes 'in-camera' but these 'in-camera' minutes should not be publicly available and should be stored separately.

### **Conflict of Interest**

It is common in a swim club for a Director to be in conflict on an issue (or perceived to be in conflict). These situations require the Director to remove himself or herself from the discussion. Organizations should have detailed conflict of interest policies that define conflict of interest and how a Director may be in conflict. **Template – Conflict of Interest Policy.** In addition to adhering to the policy, Directors should also sign a 'Conflict of Interest form' whenever they feel they may be in conflict. These forms may be signed often. For example, a Director cannot vote to approve expenses for a certain activity if the Director is also involved in that activity (ie. team manager). As another example, a Director cannot vote to change the selection policy for a training camp if by changing the policy the Director's child would be newly allowed to participate in the camp. Directors should be able to refer to the policy to determine if they might be in a conflict of interest and even if the Director is still unclear about whether he or she is in a conflict, the possible conflict should be declared anyway.

## Template – Conflict of Interest Policy

“Organization” refers to: \_\_\_\_\_

### Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Conflict of Interest”* – Any situation in which a Representative’s decision-making, which should always be in the best interests of the Organization, is influenced or could be influenced by personal, family, financial, business, or other private interests
  - b) *“Pecuniary Interest”* - An interest that an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual, or another person with whom that individual is associated
  - c) *“Non-Pecuniary Interest”* - An interest that an individual may have in a matter which may involve family relationships, friendships, volunteer positions or other interests that do not involve the potential for financial gain or loss
  - d) *“Representatives”* – Individuals employed by, or engaged in activities on behalf of, the Organization including coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization

### Background

2. 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 personal interests. That would be a conflict of interest situation.

### Purpose

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

### Obligations

5. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative’s personal interest and the interests of the Organization, shall always be resolved in favour of the Organization.
6. Representatives will not:
  - a) Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with their official duties with the Organization, unless such business, transaction, or other interest is properly disclosed to the Organization and approved by the Organization
  - b) Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration or who might seek preferential treatment
  - c) In the performance of their official duties, give preferential treatment to family members, friends, colleagues, or organizations in which their family members, friends, or colleagues have an interest, financial or otherwise
  - d) Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with the Organization, if such information is confidential or not generally available to the public
  - e) Engage in any outside work, activity, or business or professional undertaking that conflicts or appears to conflict with their official duties as a representative of the Organization, or in which they have an advantage or appear to have an advantage on the basis of their association with the Organization
  - f) Without the permission of the Organization, use the Organization’s property, equipment, supplies, or services for activities not associated with the performance of their official duties with the Organization
  - g) Place themselves in positions where they could, by virtue of being an Organization Representative, influence decisions or contracts from which they could derive any direct or indirect benefit



- h) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being an Organization Representative

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

- 7. On an annual basis, all the Organization's Directors and candidates for election to the Board, Directors, Officers, Employees, and Committee Members will complete a **Declaration Form** disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by the Organization.
- 8. Representatives shall disclose real or perceived conflicts of interest to the Organization's Board immediately upon becoming aware that a conflict of interest may exist.
- 9. Representatives shall also disclose any and all affiliations with any and all other organizations involved with the same sport. These affiliations include any of the following roles: athlete, coach, manager, official, employee, volunteer, or Director.

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

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

#### **Conflict of Interest Complaints**

- 12. Any person who believes that a Representative may be in a conflict of interest situation should report the matter, in writing (or verbally if during a meeting of the Board or any committee), to the Organization's Board who will decide appropriate measures to eliminate the conflict. The Board may apply the following actions singly or in combination for real or perceived conflicts of interest:
  - a) Removal or temporary suspension of certain responsibilities or decision-making authority
  - b) Removal or temporary suspension from a designated position
  - c) Removal or temporary suspension from certain teams, events and/or activities
  - d) Expulsion from the Organization
  - e) Other actions as may be considered appropriate for the real or perceived conflict of interest
- 13. Any person who believes that a Representative has made a decision that was influenced by real or perceived conflict of interest may submit a complaint, in writing, to the Organization to be addressed under the Organization's *Discipline and Complaints Policy*.
- 14. Failure to comply with an action as determined by the Board will result in automatic suspension from the Organization until compliance occurs.
- 15. The Board may determine that an alleged real or perceived conflict of interest is of such seriousness as to warrant suspension of designated activities pending a meeting and a decision of the Board.

#### **Enforcement**

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

### **Conflict of Interest - Declaration Form**

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

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

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**Name**

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

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

## Template – Director’s Agreement

“Organization” refers to: \_\_\_\_\_

**THIS AGREEMENT CONFIRMS** that the undersigned is eligible for nomination as a Director or has been elected or appointed as a Director of the Organization and agrees as follows:

### Condition Precedent - Criminal Record Check

1. The Director agrees to obtain a criminal record check prior to performing any responsibilities as a Director and will renew such check upon the request of the Organization. The Organization’s Board, in its sole discretion, will determine whether any offences revealed by the check pose an unacceptable risk to the safety and security of the Organization and may terminate the Director’s eligibility to serve as a Director.

### Responsibilities of the Director

2. The Director will comply with the Director’s Duties and Responsibilities described in **Schedule A**.

### Duty of Diligence

3. The Director will:
  - a) Act prudently and in the best interests of the Organization;
  - b) Exercise the same level of care that a reasonable person with similar abilities, skills, and experience would exercise in similar circumstances;
  - c) Act cautiously and try to anticipate the consequences of his or her decisions and actions;
  - d) Act honestly and forthrightly; and
  - e) Take reasonable steps to manage foreseeable risks.

### Duty of Loyalty

4. The Director will:
  - a) Prioritize the interests of the Organization over any other interest, including the Director’s own personal interests;
  - b) Disclose any conflicts of interest per the Organization’s *Conflict of Interest Policy*;
  - c) Act properly in disclosing a conflict of interest situation and not discuss, influence or make decisions relating to that conflict;
  - d) Comply with the Organization’s *Privacy Policy*; and
  - e) Keep the Organization’s business private and not discuss certain matters with people outside of the Organization.

### Duty of Obedience

5. The Director will:
  - a) Comply with the Organization’s governing documents and ensure that staff and committees also comply;
  - b) Ensure the Organization’s governing documents remain current and accurate; and
  - c) Obey external laws and rules that are imposed upon the Organization.

### Expenses

6. The Organization will reimburse the Director for any expenses in accordance with the Organization’s policies upon receipt of an expense claim and applicable receipts.

### Termination

7. This Agreement will terminate upon:
  - a) The expiration of the Director’s term
  - b) The Director’s resignation
  - c) The Director being found by a court to be of unsound mind
  - d) The Director becoming bankrupt
  - e) The Director being removed by way of resolution in accordance with the Organization’s bylaws
  - f) The Director’s death.

**Confidentiality**

8. The Director will not, either during the period of his or her involvement as a Director or any time, thereafter, disclose to any person or organization any Confidential Information acquired during his or her period of involvement as a Director with the Organization, unless expressly authorized to do so.
9. The Director will comply with the Organization's *Confidentiality Policy*.

**Conflict of Interest**

10. The Director will comply with the Organization's *Conflict of Interest Policy* and the *BC Societies Act*.

**Proprietary Rights**

11. Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, trademarks, patents, logos, trade names, brands and other works produced by the Director will be owned solely by the Organization, which will have the right to use, reproduce, or distribute such material and works, or any part thereof, for any purpose it wishes.
12. The Director will not use, reproduce or distribute such material or works, or any part thereof, without the express written consent of the Organization.

**Interpretation**

13. This Agreement will be interpreted in accordance with the laws of the Province of British Columbia.

**General**

14. No failure or delay by the Organization in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
15. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
16. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.
17. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
18. The Director hereby agrees to abide by the terms and conditions outlined in this Agreement. To evidence his or her agreement, the Director has signed this Agreement.

**Director**

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Per:

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Date

## **SCHEDULE A**

### **BOARD OF DIRECTORS DUTIES AND RESPONSIBILITIES**

#### **Overview**

The Board of Directors of the Organization has the responsibility to manage the affairs of the Organization in accordance with, the Organization's bylaws, and the Organization's policies and procedures. The basic responsibility of a Director is to represent the interests of the Organization's members in directing the affairs of the Organization and to do so within the law. Specifically, Directors will have the following additional responsibilities and duties:

#### **General**

- a) Act reasonably, prudently, in good faith and with a view to the best interests of the Organization and its members.
- b) Place the interests of the Organization first and not use one's position as a Director to further private interests.
- c) Act within the scope of the governing policies of the Organization and within the scope of other laws, rules and regulations that apply to the Organization.
- d) Keep the Organization's business private and not discuss certain matters with people outside of Organization unless with prior approval of the Board of Directors.
- e) Support the decisions of the Board of Directors, even if they may not personally agree with the decisions and might not have voted to support the decision.
- f) Act as a member of a designated committee as appointed by the Board of Directors.
- g) Keep all appropriate individuals and committees informed as required through normal reporting and communication channels.
- h) Perform such other duties as may from time to time be established by the Board.
- i) Act in a manner that promotes a positive and professional public image.
- j) Devote their full time and attending during volunteers' hours to the business and interests of the Organization.
- k) Schedule volunteer hours in order to accommodate the changing needs of the Organization which may require evening and weekend work.

#### **Meetings**

- a) Attend and properly prepare for meetings.
- b) Provide all required reports to the Board in written form as required.
- c) Ensure minutes of meetings are accurate and correct.
- d) Ensure that minutes of meetings reflect abstentions from votes, votes for and votes against motions.
- e) Declare any real or perceived conflict of interest with respect to an issue when the issue first arises and not vote, participate in or influence the decision-making process.
- f) Ensure any such disclosures of conflict are recorded in the meeting minutes.

#### **Finances**

- a) Review regularly the financial reports of the Organization.
- b) Approve and monitor the Organization's budget.
- c) Ensure the performance and completion of an annual audit of the Organization's finances.
- d) Inform themselves who is authorized to sign cheques and for what amount.
- e) Supervise the management and the disbursement of funds of the Organization.
- f) Comply with the Organization's *Financial Policy*.

#### **Contracts**

- a) Ensure that all contracts the Organization enters into are carefully reviewed by staff or by counsel.

#### **Planning**

- a) Develop, implement, monitor and evaluate the Organization's strategic plan.

#### **Personnel**

- a) Ensure the Organization develops a clear *Human Resources Policy* and ensure that any staff evaluations are performed at least annually or as required by the policy.
- b) Ensure that all staff and volunteer positions have written job descriptions and agreements.

- b) Ensure there are suitable screening measures in place for those staff and volunteer positions that involve interaction with youth or other vulnerable persons in unsupervised settings.

#### **Policy**

- a) Review and adhere to the Organization's bylaws, policies and procedures.
- b) Undertake to update out-of-date bylaws, policies and procedures or to create new ones.

#### **Insurance**

- a) Ensure the Organization's obtains adequate insurance.
- b) Become familiar with the Organization's insurance policies and the scope of their coverage.

## **SECTION VI – MEETINGS OF THE MEMBERS**

### **Types of Meetings**

Annual General Meetings of the Members of the organization provide Members with an opportunity to give input in the operation of the organization.

Annual General Meetings also provide an opportunity for Members to move motions, suggest resolutions, appoint the auditor, or make amendments to the organization's bylaws. The Board can propose its own motions at the Annual General Meeting, but the Members (provided they submit the motion with enough notice) can move their own motions too.

Organizations can also have Special Meetings of the Members, which can be called by a specific number of Members as specified in the bylaws or by the Board, with proper notice to the Members. Special Meetings can generally only address business for which the meeting was called. For example, the Board may decide to call a Special Meeting to discuss with the Members how it should spend a \$10,000 government grant. Once the meeting is being held, it cannot also be used for another purpose.

### **Meeting Procedures**

Procedures for Annual General Meetings are typically described in the organization's bylaws. Particularly, notice period should be outlined along with a common agenda for the meeting.

Minutes of all meetings of members should be kept by the organization's Secretary. Minutes should be retained by the organization indefinitely and the minutes of the previous Annual General or Special Meeting should be approved at the beginning of the new meeting. Parts of a meeting may be held 'in camera' which means that these parts of the meeting are discussing material sensitive to an individual or group. The parts of a meeting that are held 'in-camera' are typically related to finances (salary for staff, employment, and bidding for an event) or discipline (of a Director or Member). Local organizations should rarely need to go 'in-camera' during a meeting, but these moments are noted in the public minutes of the meeting. The Secretary should continue to keep minutes when the meeting goes 'in-camera' but these 'in-camera' minutes should not be publicly available and should be stored separately.

If the bylaws are silent on specific or unusual meeting procedures the organization should refer to a book on parliamentary procedure. The organization should reference this book in its bylaws and at least one Director should be familiar with its content or have a copy at the meeting. The two most common parliamentary procedure books are *Robert's Rules of Order* and *Call to Order* by Herb Perry.

### **Meeting Agenda**

A meeting of the Members should have its agenda determined in advance and distributed to the Members along with the notice of the meeting. The default meeting agenda could also be described in the organization's bylaws. For example:

- a) Call to order
- b) Establishment of quorum
- c) Approval of the agenda
- d) Approval of minutes of the previous Annual General Meeting
- e) Presentation and approval of reports

- f) Report of auditors
- g) Appointment of auditors
- h) Presentation of budget
- i) Approval of membership dues and related fees
- j) Business as specified in the meeting notice
- k) Election of new Directors
- l) Adjournment

## Motions

Motions at a meeting can be made in two ways. First, the motion can be made before the meeting (either by the Directors to be approved by the Members, or by the Members) or the motion can be made during the meeting. Typically, the organization will request motions in advance so that they can be included in the notice for the meeting and considered by the Members prior to being voted on at the meeting. Motions can range from bylaws amendments to requesting the removal of a Director. Some motions require the approval of a majority of Members (Ordinary Resolutions) or the approval of three-fourths majority of Members (Special Resolutions) and this would be specified in the bylaws. Motions cannot be made to modify policies or rules because these documents should be considered by the Board or by Committees (see: **Constitution vs. Bylaws vs. Policies vs. Rules** for a description of how these documents are separated) and not by the Members (although Members may have representatives on Committees).

Common motions include:

1. Motion to accept new Bylaws
2. Motion to appoint the auditor
3. Motion to accept the agenda
4. Motion to accept the previous minutes

Motions during a meeting are typically made to amend other motions that are being considered. An organization may decide not to permit new motions to be made at a meeting of the Members since proper notice was not provided and Members have not had an opportunity to consider the motion. Brand new motions definitely may not be made at a Special Meeting of the Members because a Special Meeting can only be used to decide upon matters for which the meeting was originally called.

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## SECTION VII – COMMITTEES

The Board of the Directors of the organization should be empowered, in its bylaws, to create committees of the Board that support the operation and function of the organization. Committees act as agents of the Board and have certain powers depending on what the Board delegates to each committee. The Board can establish standing committees and ad-hoc committees.

Committees are common for every structure of Board governance (see: **SECTION II – GOVERNANCE**) but used most heavily in Policy Boards. When the Board of Directors takes a more stewardship role with the organization, they delegate the responsibilities for the organization's policies to staff and committees.

### Standing Committees (or Committee of the Board)

A standing committee is established once by the Board and is actively maintained and consulted. Standing committees usually have dedicated Terms of Reference (how the committee operates and what the committee does) which are reviewed by the Board. Standing committees of swim clubs might include:

- Human Resources Committee
- Nominations Committee (see example **Template – Nominations Committee Terms of Reference**)
- Finance Committee (see example **Template – Finance Committee Terms of Reference**)

Each committee needs a Chair, who is the individual who runs meetings of the committees. The Chair of some committees may be the Director who is involved with that particular area. For example, the Chair of the Finance Committee would be the organization's Treasurer and the Chair of the Competitions Committee might be the Meet Director. The President of the

organization may also be the Chair of a committee (or multiple committees). Committees typically do not appoint their own Chair. Instead, the Chair of each committee is usually appointed by the Board.

Either the Board or the Chair of the committee can be in charge of populating the committee with individuals who can contribute to the committee's mandate and role. The number of committee members can vary depending on the importance and role of the committee. For example, the Finance Committee might be composed of some individuals who are not directly affiliated with the organization but have skills or experience in financial matters that could benefit the operation of the committee.

Standing committees meet regularly at the call of the Chair. While the Board of Directors may meet on a regular schedule (such as once a month), a standing committee may meet irregularly – such as once a week during the season and not at all during the off-season. Some committees may need to meet on a snap basis. For example, if there is an issue involving a coach, the HR Committee may be called to meet within a day. This is one reason why smaller committees are sometimes preferable because they can meet more frequently and be more responsive and flexible to the needs of the organization. Like meetings of the Board, meetings of committees can be held by telephone or by email, in addition to face-to-face.

During committee meetings, the Chair should guide the discussion and steer committee members to making decisions. Decisions can be made by majority vote. Some organizations may choose not to give the Chair of the committee voting rights. Also, some organizations may choose to give the Chair a vote to break any tied vote of committee members. Therefore, in some organizations the Chair may have two votes on a decision – once on the issue itself, and again if there is a tie. Committees also must have quorum of committee members in order to make decisions. Usually, quorum is a majority of committee members, but it can be 1/3<sup>rd</sup> or 2/3<sup>rd</sup> of the committee members present. Committees are not typically granted the ability to commit the organization to major plans of action – such as incurring debt (like by buying equipment or resources) or determining a strategic plan for the organization. In these cases, the committee would recommend a course of action and the Board would decide whether or not to accept the committee's recommendation.

### **Ad-Hoc Committees (or Operating Committees)**

The Board may also establish ad-hoc committees. These committees might be established to accomplish a certain task or fulfil a temporary role. Ad-hoc committees might not have Terms of Reference so much as they will have a specific mandate from the Board to complete a task. Ad-hoc committees also usually have an expiration date (a specified date, or upon the completion of the committee's task) but may be re-created by the Board as necessary. Ad-hoc committees of a local sport association might include:

- Discipline Committee
- Competition Committee
- Coaches Committee (see example **Template – Coaches Committee Terms of Reference**)
- Officials Committee
- Sponsorship Committee
- Travel Committee
- Awards Committee

Ad-hoc committees may be composed of individuals who can best help the committee accomplish its task. Ad-hoc committee meetings would likely be more frequent than standing committee meetings, but they would follow a similar structure.

### **Empowering Committees**

Committees act as agents of the Board of Directors and are given certain powers based on the nature of the committee. For example, a Coaches Committee may be given the power to engage and dismiss volunteer coaches. Once a committee is struck and empowered, the Board should take a reduced role in the involvement in that committee's function and instead trust the committee to handle its own operation.

The Board can ensure the committees run smoothly by requiring them to have Terms of Reference, which can be created by the Board or created by the committee itself and approved by the Board. The Terms of Reference (ToRs) should describe:

- Mandate – a broad statement of what the committee is empowered to do
- Key duties – the specific tasks of the committee
- Authority – the decisions the committee is empowered to make



- Composition – the number of committee members and how they are appointed
- Meetings – how many meetings of the committee, who chairs the meetings
- Resources – what the Board will provide the committee (i.e., staff support or financial resources)
- Reporting – who the committee reports to (usually the Board or a specific Director)
- Approval and Review – who approves the TOR and how often it is reviewed

### **Executive Committee**

An Executive Committee often exists in clubs that have larger Boards of Directors that meet on a monthly basis. An Executive Committee, which typically consists of the Officers of the organizations (the President, Vice President, Secretary, and Treasurer), can be established to meet in between meetings of the Board and empowered to handle issues of urgency or emergency. The Board can also delegate other functions to the Executive Committee such as communicating with the municipality, answering correspondence, or handling risk management issues. The Executive Committee can act as a 'mini-Board' and be flexible enough to address issues quickly. The Board should be clear which duties are able to be delegated to the Executive Committee so that the non-Officer Directors do not feel marginalized or feel that the Executive Committee is making all the major decisions.

*NB – this is primarily for reference and information only, Boards with an Executive Committee structure are not recommended for Swim BC clubs*

## Template – Nominations Committee Terms of Reference

“Organization” refers to: \_\_\_\_\_

	<b>Nominations Committee</b>
<b>Mandate</b>	The Nominations Committee is a committee of the Board of the Organization. It is responsible for ensuring, on a continuing basis, that the Organization’s Board is composed of qualified and skilled persons capable of, and committed to, providing effective governance leadership to the Organization.
<b>Key Duties</b>	<p>The Committee will perform the following key duties:</p> <ul style="list-style-type: none"> <li>• Seek, identify and recruit qualified individuals to stand for election as Directors – in addition to seeking candidates through the usual networking channels within the club, the Committee may also issue an open call for nominations through promotional efforts including, but not limited to, press releases, the Organization’s website, other online services where suitable, and advertisements in local newspapers.</li> <li>• Ensure that candidates for election meet the qualifications to serve as a Director, and have fulfilled any additional requirements, including those set out in Attachment ‘A’ and Attachment ‘B’.</li> <li>• Communicate directly with each candidate to discuss the roles, responsibilities and expectations of a Director.</li> <li>• Promote a balance in the composition of the Board by recruiting candidates from different sub-sections of the club or community.</li> <li>• Promote diversity of the Board in relation to gender, age, language, ethnicity, professional backgrounds, and personal experiences.</li> <li>• Have regard to the specific and desired competencies required on the Board as a whole in soliciting nominations.</li> <li>• Oversee all aspects of the election procedures leading up to and at the Annual General Meeting, including identifying and enforcing specific timelines and any other administrative requirements.</li> <li>• Where appropriate, identify individuals for future nomination as Directors and maintain this information for use by future Nominations Committees.</li> <li>• Carry out these duties in a manner that encourages a long-term view of the Organization’s leadership needs, as well as Board succession planning.</li> <li>• Such additional duties as may be delegated to the Committee by the Board from time to time.</li> </ul>
<b>Authority</b>	<p>The Committee will exercise its authority in accordance with the Organization’s Bylaws and such additional provisions as are set out in this Terms of Reference and will do so without interference from the Organization’s Board or staff.</p> <p>To be eligible to hold office as a Director, an individual must meet the requirements of the Provincial act, must satisfy any further requirements as set out in Attachment ‘A’, and must complete a Candidate Qualification Form as set out in Attachment ‘B’.</p> <p>No member of the Nominations Committee may be seeking office in the election. The Nominations Committee will finalize nominations at least 60 days before the Annual General Meeting and will circulate same to members not less than 45 days before the Annual General Meeting.</p>
<b>Composition</b>	<p>The composition of the Nominations Committee is:</p> <ul style="list-style-type: none"> <li>• A former President</li> <li>• Two individuals appointed by the Board</li> </ul>

	Members of the Committee will serve terms of one year, which may be renewed by the Board to a maximum of three consecutive terms.
<b>Meetings</b>	The Committee will meet by telephone or in person, as required, with meetings held at the call of the Chair.
<b>Resources</b>	The Committee will receive the necessary resources from the Organization to fulfill its mandate. The Committee may, from time to time, request and receive administrative support from the Organization.
<b>Reporting</b>	As a standing committee of the Organization, the Committee operates independently of management and the Board. Status reports at a meeting of the Board, or full reports at a meeting of the Members, shall be presented by the Chair.
<b>Approval and Review</b>	The Board will review these Terms of Reference on a regular basis, with input from the Committee as required.
<b>Other</b>	Supporting or rejecting a candidate Director requires a simple majority of Committee members. Should any Committee member be interested in being nominated as a Director, he or she shall resign from the Committee.

## **Attachment “A”**

### **QUALIFICATIONS AND CORE COMPETENCIES OF ELECTED DIRECTORS**

A Director shall fulfill all requirements of the provincial act, shall be a resident of Canada, and shall be of legal age.

Directors of the Organization commit themselves to ethical, businesslike and lawful conduct, including proper use of authority and decorum when acting as Directors. Accordingly, Directors must be able to represent un-conflicted loyalty to the interests of all the Organization’s members. This accountability supersedes any conflicting loyalty such as to advocacy or interest groups, and membership on other boards. It also supersedes the personal interest of any Director acting as a participant in the Organization’s services or having a family member who is a participant in the Organization’s services.

Directors will be recruited based upon their demonstrated ability to contribute significantly to the leadership of the Organization and to fulfill their statutory fiduciary responsibilities. The core competencies that ideally will be reflected in the Board as a whole are:

- Knowledge of strategic and business planning;
- Human resources management expertise;
- Legal and risk management expertise;
- Business and corporate experience, including expertise in financial management; and
- Demonstrated leadership skills in the non-profit sector or other endeavours.

All candidates for election as a Director will complete and submit a Candidate Qualification Form (Attachment ‘B’).

## Attachment "B"

### CANDIDATE QUALIFICATION FORM

*This form must be submitted to the Organization by the date of \_\_\_\_\_*

This form is to be completed by any person nominated for election as a Director with the Organization. To be eligible for nomination, a person must:

- Be of legal age
- Be a resident of Canada
- Have the endorsement of the Nominations Committee

Name of Candidate: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

1. Please provide a brief summary of your experience in swimming.
2. Please provide a brief summary of your experience in associations engaged with swimming.
3. Please provide a brief summary of any previous experience with the Organization.
4. Please provide a brief summary of your experience with other voluntary or community organizations.
5. Please highlight additional skills or competencies that would contribute to the effective leadership and governance of the Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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#### **Candidate Endorsement**

The Nominations Committee hereby endorses \_\_\_\_\_ as a candidate for election as a Director with the Organization.

\_\_\_\_\_  
Chair of Nominations Committee (Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Template – Finance Committee Terms of Reference

“Organization” refers to: \_\_\_\_\_

	<b>Finance Committee</b>
<b>Mandate</b>	The Finance and Audit Committee is a standing committee of the Board of the Organization. It is responsible for oversight related to corporate auditing and report, financial policies and strategies, and financial risk management.
<b>Key Duties</b>	<p>The Committee will perform the following key duties:</p> <ul style="list-style-type: none"> <li>• Advise the Board on compliance with legal and regulatory requirements.</li> <li>• Determine the adequacy of the Organization’s internal financial controls and procedures for financial reporting to the Board, Members, and funding agencies.</li> <li>• Develop and oversee the implementation of financial policies to safeguard the Organization’s assets and revenue streams.</li> <li>• Review and approve the scope of the annual audit (if any) or year-end Financial Statements</li> <li>• Ensure that any problems, issues or concerns raised by the auditor are promptly and satisfactorily addressed by the Board.</li> <li>• As required, receive reports and advise the Board on any material government investigation, litigation, contractual dispute, or legal matter.</li> <li>• Advise the Board on risk management and insurance policies and programs.</li> <li>• Work with staff to review and assess budgets and advise on budget recommendations to the Board.</li> <li>• Provide expertise to enhance the quality of Board discussion on financial matters and facilitate effective Board financial decision-making.</li> <li>• Additional duties as may be delegated to the Committee by the Board from time to time.</li> </ul> <p>The Committee will have the authority to conduct investigations and to retain, with the approval of the Board and at the expense of the Organization, the services of outside resources, including legal counsel or other experts.</p>
<b>Authority</b>	<p>The Committee will exercise its authority in accordance with the Bylaws and such additional provisions as are set out in this Terms of Reference and will do so without interference from the Board.</p> <p>The Committee is a limited agent of the Board in relation to audit matters and is an active advisor to the Board on all other financial matters. The Committee, with approval from the Board, may establish sub-committees to deal with specific issues in relation to the mandate of the Committee.</p>
<b>Composition</b>	<p>The Committee will be composed of the Treasurer (who will Chair the Committee) and two / three additional persons who are appointed by the Board at the Annual General Meeting or at a meeting of the Board. At least one member of the Committee will (should) be a CA, CGA, CMA or its equivalent, or will be financially literate as interpreted by the Board in its business judgment.</p> <p>Members of the Committee will serve terms of two years, which may be renewed by the Board.</p>
<b>Meetings</b>	The Committee will meet as required. Meetings will be at the call of the Chair.

<b>Resources</b>	The Committee will receive the necessary resources from the Organization to fulfill its mandate. The Committee may, from time to time, receive administrative support from the Organization.
<b>Reporting</b>	As a standing committee of the Organization, the Committee operates independently of management and the Board. Status reports at a meeting of the Board, or full reports at a meeting of the Members, shall be presented by the Chair.
<b>Approval and Review</b>	The Board will review these Terms of Reference on a regular basis, with input from the Committee as required.
<b>Other</b>	The provisions of the Bylaws as they relate to the Finance Committee will also apply.

## Template – Coaches Committee Terms of Reference

“Organization” refers to: \_\_\_\_\_

	<b>Coaches Committee</b>
<b>Mandate</b>	The Coaches Committee is an operating committee of the Organization. It is responsible for the guidance and direction of the Organization’s National Coaches Certification Program (NCCP), which is the recognized national standard for coach training and certification in Canada, delivered through NCCP workshops that are designed to meet the needs of all types of coaches.
<b>Key Duties</b>	<p>The Committee will perform the following key duties:</p> <ul style="list-style-type: none"> <li>• Budget submissions, program planning, and the development of technical materials for coaches.</li> <li>• Establish the minimum standards of coach certification</li> <li>• Communicate with coaching coordinators from member associations.</li> <li>• Assist with the development of program delivery.</li> <li>• Oversee coaching registration.</li> <li>• Submit recommendations related to coach development, certification, and program delivery.</li> </ul>
<b>Authority</b>	The Committee is an advisor to the Board on matters related to coaching. The Committee, with approval from the Board, may establish sub-committees or Task Forces to deal with specific issues in relation to the mandate of the Committee.
<b>Composition</b>	<p>The Committee will be composed of the following individuals:</p> <ul style="list-style-type: none"> <li>• Coaches Chair (appointed by the Board)</li> <li>• Other individuals appointed by the Board, as appropriate</li> </ul>
<b>Meetings</b>	The Committee will meet by telephone or in person, as required. Meetings will be at the call of the Chair.
<b>Resources</b>	The Committee will receive the necessary resources from the Organization to fulfill its mandate. The Committee may, from time to time, receive administrative support from the Organization.
<b>Reporting</b>	The Committee will report at every meeting of the Board and will submit a written report at every meeting of the Members.
<b>Approval and Review</b>	The Board will review these Terms of Reference on a regular basis, with input from the Committee as required.
<b>Other</b>	The provisions of the Bylaws as they relate to the Coaches Committee will also apply.



## SECTION VIII - COMPLAINT MANAGEMENT

If a Member has a complaint about the operation of the organization or about another Member or Employee there are few obvious mechanisms by which the complaint can be resolved. The Member may not want to complain to the Board because of a perception of conflict of interest, or because the complaint might be about a Director. The Member may feel there is no possible resolution and become a 'problem Member' – creating distrust or discomfort throughout the organization.

The first and best way to resolve Member complaints and issues is through mediation. The second-best way to resolve Member complaints is through a formal hearing process. Both of these mechanisms should be described in policies created by the organization.

### Receiving a Complaint

Each organization must have a clear procedure for reporting a complaint. Complaints can range from criticizing possible mispending of the organization's funds to an issue with a coach of a recreational team. There must be a clear process for how any complaint can be addressed.

The [Sport Dispute Resolution Centre of Canada \(SDRCC\)](#) acts as an administrator of disputes primarily for national sport organizations. The SDRCC published a brochure useful for all types of organizations (including local clubs) titled "*Main Causes of Disputes and Prevention Strategies: A must for sport administrators*" that reviewed five common causes of disputes and suggested tips/solutions for avoiding each dispute:

- Cause: Complainant perceives an injustice
  - Clear, well-founded, fair and transparent decision-making process
  - Respect of the principles of natural justice (impartiality and the right to be heard)
  - Clear policy on conflicts of interest
- Cause: Decision-maker in conflict of interest
  - Clear policy on conflicts of interest
  - Control mechanisms / approval involving several individuals
  - Decisions compliant with policies and rules
- Cause: Decision-maker without proper authority or competence
  - Decisions compliant with policies and rules
  - Responsibilities matching knowledge/skills
  - Training of volunteers
- Cause: Decision-maker unfamiliar with policy or misinterpreting it
  - Training of volunteers
  - Well-written policies
  - Communication of policies
- Cause: Decision-making inconsistent over time
  - Transition process and knowledge transfer
  - Well-kept minute books
  - Archiving of documents [1]

A running theme throughout the SDRCC tips is the recommendation that sport organizations use applicable and well-written policies. Policies are needed to guide both the organization and the members toward a fair process for resolving a dispute.

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[1] Adapted from *Main Causes of Disputes and Prevention Strategies: A must for sport administrators* published by the CRDSC SDRCC and accessible at <http://tinyurl.com/SDRCCresource>

## Policies

### Template – Dispute Resolution Policy.

A Dispute Resolution Policy should describe to whom the Member would report the dispute or complaint, and what process should be attempted first to mediate or resolve the dispute informally. The policy should be posted on the organization's website and every Member should know that it exists. Clubs will want to designate a volunteer or Director to act as the point of first contact whenever a Member has a dispute or complaint. This person must act independent from the Board of Directors (which is more difficult when the person is a Director, but not impossible) and be able to guide both parties toward a resolution without needing to have a hearing.

For example, a parent may have a complaint that a coach is not providing sufficient feedback or instruction to a swimmer. The parent would report the complaint to the designated individual, who would decide the best procedure to resolve the situation. Depending on the circumstances, the coach might be approached independently, the parent might be encouraged to reach out to the coach, or both parties could be asked to sit down with a third-party mediator. The designated individual would be guided in this process by the *Dispute Resolution Policy*.

If mediation failed to resolve the dispute informally, the organization can direct the dispute to a formal hearing process. This process is explained in the **Template – Discipline and Complaints Policy**. This policy involves a neutral third-party to serve as Case Manager and this person can be a volunteer or someone hired by the organization. Notably, the Case Manager's first duty is to decide if the complaint or dispute is meaningful or significant enough to move toward a hearing. Some minor issues will be dismissed at this point in the process. But if the complaint or dispute is to move forward, the policy also involves a neutral third-party to serve as a Panel. This person can also be a volunteer, or someone hired by the organization, but should have experience in dispute resolution and no appearance of bias when making the final decision. Importantly, decisions are not designed to 'please everyone'. Occasionally a decision will find a compromise between the parties' positions but often the decision will either be to reject the complaint or dispute or allow the complaint or dispute and provide a remedy (not necessarily the remedy requested by the complainant).

Complaints or disputes that are submitted to be handled under the *Discipline and Complaints Policy* should be clear about the following:

1. The party making the complaint / submitting the dispute
2. The party being complained about / who made the decision being disputed
3. The reasons for the complaint / dispute
4. The suggested remedy (what the party wants)

If the decision-making process was handled improperly there might be cause for one of the parties to appeal the decision under the terms of the organization's appeal policy. **Template – Appeal Policy**. Not every organization will have an appeal policy or desire to handle appeals on its own. There may be a role for the club to coordinate with Swim BC and have them hear any appeals of local organization decisions. Still, the appeal must be made on 'appealable grounds' (described in the policy). One party may not appeal a decision simply because they did not like it.

### Jurisdiction

All parties, in fact all Members of the organization, must be aware that they are under the jurisdiction of the organization and are bound by the organization's decisions – provided these decisions are made fairly and with due process. Sport organizations are 'private tribunals' which means that they are empowered to determine their own rules for membership, to determine criteria for membership (like paying a fee), and to discipline Members when those Members do not meet certain obligations. In return, the Members determine the purpose and objectives of the organization, approve amendments to bylaws, and elect Directors.

Members of the organization therefore, by agreeing to become Members, also agree to also abide by the organizations bylaws, policies and procedures. It may come as a surprise to some Members that they can be disciplined or fined by the organization – but provided the policies allow for it, and it is done fairly and with due process, it is a possibility.

Depending on what the organization's bylaws say, and what the bylaws of Swim BC say, a Member of a local sport organization may also be a member or a 'registrant' of Swim BC. This means that the individual is also under the jurisdiction of the provincial organization. Swim BC may get involved in complaints or disputes of particular seriousness, and obviously

where issues involving the application of the Swim BC rules onto the local association are involved. Rarely does Swimming Canada become involved in a local association matter but it could be argued that they have jurisdiction as well.

### **Code of Conduct and Ethics**

One of the main ways in which individual members will feel the jurisdiction of the organization's policies is by adhering to the organization's *Code of Conduct and Ethics*. **Template – Code of Conduct and Ethics**. The *Code of Conduct and Ethics* describes how individuals are expected to act as representatives of the organization. All individuals must agree to certain behaviour standards and, further, additional behaviour standards depending on their role with the organization (i.e., as an athlete, coach, Director, official, etc.). Even parents of athletes are expected to behave within a certain standard at events and towards coaches or other organization representatives. Importantly, Members are also expected to meet behavioural standards even when acting outside of organization activities. That is, a Member can be disciplined by the association for failing to follow the *Code of Conduct and Ethics* at school, at work, or online.

*NB – Swim BC recommends clubs adopt the Swim BC Code of Conduct and Ethics Policy position of not including a separate section for Coach Code of Conduct, but rather adopt via Board motion the CSCTA Code of Conduct. This aligns all levels of governance with a singular Code and provides a better mechanism for interpretation at all levels of swimming governance and administration.*

## Template – Discipline and Complaints Policy

“Organization” refers to: \_\_\_\_\_

### Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Case Manager*” – An individual appointed by the Organization to administer this *Discipline and Complaints Policy*. The Case Manager does not need to be a member of, or affiliated with, the Organization
  - b) “*Complainant*” – The Party alleging an infraction
  - c) “*Respondent*” – The alleged infracting Party
  - d) “*Days*” – Days including weekends and holidays
  - e) “*Individuals*” – All categories of membership defined in the Organization’s Bylaws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, Directors and Officers of the Organization, spectators at events, and parents/guardians of athletes

### Purpose

2. Individuals are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the Organization’s policies, Bylaws, rules and regulations, and *Code of Conduct and Ethics*. Non-compliance may result in sanctions pursuant to this Policy.

### Application of this Policy

3. This Policy applies to all Individuals.
4. This Policy applies to matters that may arise during the course of Organization’s business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with Organization activities, and any meetings.
5. This Policy also applies to Individuals’ conduct outside of the Organization’s business, activities, and events when such conduct adversely affects relationships within the Organization (and its work and sport environment) and is detrimental to the image and reputation of the Organization. Such applicability will be determined by the Organization at its sole discretion.
6. This Policy does not prevent immediate discipline or sanction from being applied as reasonably required. Further discipline may be applied according to this Policy. Any infractions or complaints occurring within competition will be dealt with by the procedures specific to the competition, if applicable. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity, or event only.
7. An employee of the Organization who is a Respondent will be subject to appropriate disciplinary action per the Organization’s *Human Resources Policy*, as well as the employee’s Employment Agreement, if applicable. Violations may result in a warning, reprimand, restrictions, suspension, or other disciplinary actions up to and including termination of employment.

### Reporting a Complaint

8. Any Individual may report any complaint to the Organization. A complaint must be In Writing and must be filed within fourteen (14) days of the alleged incident.
9. A Complainant wishing to file a complaint outside of the fourteen (14) day period must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the complaint outside of the fourteen (14) day period will be at the sole discretion of the Organization. This decision may not be appealed.
10. At the Organization’s discretion, the Organization may act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, the Organization will identify an individual to represent the Organization.

11. Resignation or lapsing of membership after a complaint is filed does not preclude discipline being pursued under this Policy.

#### **Case Manager**

12. Upon the receipt of a complaint, the Organization will appoint a Case Manager to oversee management and administration of complaints submitted in accordance with this Policy. Such appointment is not appealable.
13. The Case Manager has a responsibility to:
  - a) Determine whether the complaint is frivolous and/or within the jurisdiction of this Policy
  - b) Propose the use of the Organization's *Dispute Resolution Policy*
  - c) Appoint the Discipline Panel, if necessary
  - d) Coordinate all administrative aspects and set timelines
  - e) Provide administrative assistance and logistical support to the Discipline Panel as required
  - f) Provide any other service or support that may be necessary to ensure a fair and timely proceeding

#### **Procedures**

14. If the Case Manager determines the complaint is:
  - a) Frivolous or outside the jurisdiction of this Policy, the complaint will be dismissed immediately
  - b) Not frivolous and within the jurisdiction of this Policy, the Case Manager will notify the Parties that the complaint is accepted and of the applicable next steps
15. The Case Manager's decision to accept or dismiss the complaint may not be appealed.
16. The Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
17. After notifying the Parties that the complaint has been accepted, the Case Manager will first propose using the Organization's *Dispute Resolution Policy* with the objective of resolving the dispute. If the dispute is not resolved or if the parties refuse to use the *Dispute Resolution Policy*, the Case Manager will appoint a Discipline Panel, which shall consist of a single Adjudicator, to hear the 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.
18. The Case Manager, in cooperation with the Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing, which may involve direct communication with the Parties, 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 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
  - b) 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 hearing
  - c) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
  - d) The Discipline Panel may request that any other individual participate and give evidence at the hearing
  - e) The Discipline Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the complaint, but may exclude such evidence that is unduly repetitious, and shall place such weight on the evidence as it deems appropriate
  - f) The decision will be by a majority vote of the Discipline Panel
19. 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.
20. The hearing will proceed in any event, even if a Party chooses not to participate in the hearing.

21. If a decision may affect another party to the extent that the other party would have recourse to a complaint or an appeal in its own right, that party will become a Party to the current complaint and will be bound by the decision.
22. In fulfilling its duties, the Discipline Panel may obtain independent advice.

### **Decision**

23. 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. Within fourteen (14) days of the hearing's conclusion, the Discipline Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and the Organization. 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. The decision will be considered a matter of public record unless decided otherwise by the Discipline Panel.

### **Sanctions**

24. The Discipline Panel may apply the following disciplinary sanctions, singularly or in combination:
  - a) Verbal or written reprimand
  - b) Verbal or written apology
  - c) Service or other contribution to the Organization
  - d) Removal of certain privileges
  - e) Suspension from certain teams, events, and/or activities
  - f) Suspension from all Organization activities for a designated period of time
  - g) Withholding of prize money or awards
  - h) Payment of the cost of repairs for property damage
  - i) Suspension of funding from the Organization or from other sources
  - j) Expulsion from the Organization
  - k) Any other sanction considered appropriate for the offense
25. Unless the Discipline Panel decides otherwise, any disciplinary sanctions will begin immediately, notwithstanding an appeal. Failure to comply with a sanction as determined by the Discipline Panel will result in an automatic suspension until such time as compliance occurs.
26. Infractions that result in discipline will be recorded and records will be maintained by the Organization.

### **Suspension Pending a Hearing**

27. The Organization may determine that an alleged incident is of such seriousness as to warrant suspension of an Individual pending completion of a criminal process, the hearing, or a decision of the Discipline Panel.

### **Criminal Convictions**

28. An Individual's conviction for a *Criminal Code* offense, as determined by the Organization, will be deemed an infraction under this Policy and will result in expulsion from the Organization. *Criminal Code* offences may include, but are not limited to:
  - a) Any child pornography offences
  - b) Any sexual offences
  - c) Any offence of physical violence
  - d) Any offence of assault
  - e) Any offence involving trafficking of illegal drugs

### **Confidentiality**

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

### **Timelines**

30. If the circumstances of the complaint are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the complaint, the Discipline Panel may direct that these timelines be revised.

**Records and Distribution of Decisions**

31. Other individuals or organizations, including but not limited to, national sport organizations, provincial sport organizations, sport clubs, etc., may be advised of any decisions rendered in accordance with this Policy.

**Appeals Procedure**

32. The decision of the Discipline Panel may be appealed in accordance with the Organization's *Appeal Policy*.

## Template – Dispute Resolution Policy

“Organization” refers to: \_\_\_\_\_

### Definitions

1. The following term has this meaning in this Policy:
  - a) *“Individuals”* – All categories of membership defined in the Organization’s Bylaws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization

### Purpose

2. The Organization supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, and mediation as effective ways to resolve disputes. Alternate Dispute Resolution also avoids the uncertainty, costs, and other negative effects associated with lengthy appeals or complaints, or with litigation.
3. The Organization encourages all Individuals to communicate openly, collaborate, and use problem-solving and negotiation techniques to resolve their differences. The Organization believes that negotiated settlements are usually preferable to outcomes resolved through other dispute resolution techniques. Negotiated resolutions to disputes with and among Individuals are strongly encouraged.

### Application of this Policy

4. This Policy applies to all Individuals.
5. Opportunities for Alternate Dispute Resolution 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.

### Filing a Dispute

6. Any Individual may file a dispute with the Organization. The dispute must be in writing and signed and must be filed within fourteen (14) days of the alleged incident or decision. Anonymous disputes may be accepted at the sole discretion of the Organization.
7. A dispute filed outside of the fourteen (14) day period must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the dispute outside of the fourteen (14) day period will be at the sole discretion of the Organization. This decision may not be appealed.

### Facilitation and Mediation

8. The dispute will first be referred to the Organization’s President (or designate) for review, with the objective of resolving the dispute via Alternate Dispute Resolution and/or mediation.
9. If all parties to a dispute agree to Alternate Dispute Resolution, a mediator or facilitator, acceptable to all parties, shall be appointed to mediate or facilitate the dispute.
10. The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated and shall specify a deadline before which the parties must reach a negotiated decision.
11. Should a negotiated decision be reached, the decision shall be reported to, and approved by, the Organization. Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated decision, pending the Organization’s approval.
12. Should a negotiated decision not be reached by the deadline specified by the mediator or facilitator at the start of the process, or if the parties to the dispute do not agree to Alternate Dispute Resolution, the dispute shall be considered under the appropriate section of the Organization’s *Discipline and Complaints Policy*.
13. The costs of mediation and facilitation will be shared equally by the parties.



**Final and Binding**

14. Any negotiated decision will be binding on the parties. Negotiated decisions may not be appealed.
15. No action or legal proceeding will be commenced against the Organization or its Individuals in respect of a dispute, unless the Organization has refused or failed to provide or abide by the dispute resolution processes set out in its governing documents.

## Template – Appeal Policy

“Organization” refers to: \_\_\_\_\_

### Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Appellant*” – The Party appealing a decision
  - b) “*Respondent*” – The body whose decision is being appealed
  - c) “*Parties*” – The Appellant, Respondent, and any other Individuals affected by the appeal
  - d) “*Days*” – Days irrespective of weekend and holidays
  - e) “*Individuals*” – All categories of membership defined in the Organization’s Bylaws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, Directors and Officers of the Organization, spectators at events, and parents/guardians of athletes

### Purpose

2. The Organization is committed to providing an environment in which all Individuals involved with the Organization are treated with respect and fairness. The Organization provides Individuals with this *Appeal Policy* to enable fair, affordable, and expedient appeals of certain decisions made by the Organization. Further, some decisions made by the process outlined in the Organization’s *Discipline and Complaints Policy* may be appealed under this Policy.

### Scope and Application of this Policy

3. This Policy applies to all Individuals. Any Individual who is directly affected by the Organization decision shall have the right to appeal that decision; provided there are sufficient grounds for the appeal under the ‘Grounds for Appeal’ section of this Policy.
4. This Policy **will apply** to decisions relating to:
  - a) Eligibility
  - b) Selection
  - c) Conflict of Interest
  - d) Discipline
  - e) Membership
5. This Policy **will not apply** to decisions relating to:
  - a) Employment
  - b) Infractions for doping offenses
  - c) The rules of the sport
  - d) Selection criteria, quotas, policies, and procedures established by entities other than the Organization
  - e) Substance, content and establishment of team selection criteria
  - f) Volunteer/coach appointments and the withdrawal or termination of those appointments
  - g) Budgeting and budget implementation
  - h) The Organization’s operational structure and committee appointments
  - i) Decisions or discipline arising within the business, activities, or events organized by entities other than the Organization (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by the Organization at its sole discretion)
  - j) Commercial matters for which another appeals process exists under a contract or applicable law
  - k) Decisions made under this Policy

### Timing of Appeal

6. Individuals who wish to appeal a decision have seven (7) days from the date on which they received notice of the decision to submit, in writing to the Organization, the following:
  - a) Notice of the intention to appeal
  - b) Contact information and status of the appellant
  - 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 decision if written document is not available
  - f) Grounds for the appeal
  - g) Detailed reasons for the appeal
  - h) All evidence that supports these grounds
  - i) Requested remedy or remedies
  - j) An administration fee of one hundred dollars (\$100)
7. An Individual who wishes to initiate an appeal beyond the seven (7) day period must provide a written request stating the reasons for an exemption. The decision to allow, or not allow, an appeal outside of the seven (7) day period will be at the sole discretion of the Case Manager and may not be appealed.

#### **Grounds for Appeal**

8. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds include 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) Failed to consider relevant information or took into account irrelevant information in making the decision
  - e) 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 the 'Grounds for Appeal' section 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. Upon receiving the notice of the appeal, the fee, and all other information (outlined in the 'Timing of Appeal' section of this Policy), the Organization and the Appellant may first determine the appeal to be heard under the Organization's *Dispute Resolution Policy*.
11. Appeals resolved by mediation under the Organization's *Dispute Resolution Policy* will cause the administration fee to be refunded to the Appellant.
12. Should the appeal not be resolved by using the *Dispute Resolution Policy*, the Organization will appoint an independent Case Manager who has the following responsibilities:
- a) Determine if the appeal falls under the scope of this Policy
  - b) Determine if the appeal was submitted in a timely manner
  - c) Decide whether there are sufficient grounds for the appeal
13. If the appeal is denied on the basis of insufficient ground, because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.
14. If the Case Manager is satisfied there are sufficient grounds for an appeal, the Case Manager will appoint an Appeals Panel which shall consist of a single Adjudicator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Case Manager, a Panel of three persons may be appointed to hear the appeal. In this event, the Case Manager will appoint one of the Panel's members to serve as the Chair.

#### **Procedure for Appeal Hearing**

15. The Case Manager shall notify the Parties that the appeal will be heard. The Case Manager shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Case Manager and may not be appealed.
16. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.

17. 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, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Panel deem appropriate in the circumstances, provided that:
- a) The hearing will be held within a timeline determined by the Case Manager
  - b) The Parties will be given reasonable notice of the day, time and place of the hearing
  - c) Copies of any written documents which the parties wish to have the Panel consider will be provided to all Parties in advance of the hearing
  - d) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
  - e) The Panel may request that any other individual participate and give evidence at the hearing
  - f) The Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the appeal, but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate
  - g) If a decision in the appeal may affect another party to the extent that the other party would have recourse to an appeal in its own right under this Policy, that party will become a party to the appeal in question and will be bound by its outcome
  - h) The decision to uphold or reject the appeal will be by a majority vote of Panel members
18. In fulfilling its duties, the Panel may obtain independent advice.

#### **Appeal Decision**

19. The Panel shall issue its decision, in writing and with reasons, within fourteen (14) days after the hearing's conclusion. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide to:
- a) Reject the appeal and confirm the decision being appealed
  - b) Uphold the appeal and refer the matter back to the initial decision-maker for a new decision
  - c) Uphold the appeal and vary the decision
20. The Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and the Organization. In extraordinary circumstances, the Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter. The decision will be considered a matter of public record unless decided otherwise by the Panel.

#### **Timelines**

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

#### **Confidentiality**

22. The appeals process is confidential and involves only the Parties, the Case Manager, the 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.

#### **Final and Binding**

23. The decision of the Panel will be binding on the Parties and on all the Organization's Individuals; subject to the right of any Party to seek a review of the Panel's decision pursuant to the rules of Swim BC, Swimming Canada or the Sport Dispute Resolution Centre of Canada (SDRCC).
24. No action or legal proceeding will be commenced against the Organization or Individuals in respect of a dispute, unless the Organization has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in the Organization's governing documents.

## Template – Code of Conduct and Ethics

“Organization” refers to: \_\_\_\_\_

### Definitions

1. The following terms have these meanings in this Code:
  - a) “*Individuals*” – Individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization
  - b) “*Workplace*” - Any place where business or work-related activities are conducted. Workplaces include but are not limited to, the Organization’s office, work-related social functions, work assignments outside the Organization’s offices, work-related travel, and work-related conferences or training sessions

### Purpose

2. The purpose of this Code is to ensure a safe and positive environment (within the Organization’s programs, activities, and events) by making Individuals aware that there is an expectation, at all times, of appropriate behaviour consistent with the Organization’s core values. The Organization supports equal opportunity, prohibits discriminatory practices, and is committed to providing an environment in which all individuals are treated with respect and fairness.

### Application of this Code

3. This Code applies to Individuals’ conduct during the Organization’s business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with the Organization’s activities, the Organization’s office environment, and any meetings.
4. An Individual who violates this Code may be subject to sanctions pursuant to the Organization’s *Discipline and Complaints Policy*. In addition to facing possible sanction pursuant to the Organization’s *Discipline and Complaints Policy*, an Individual who violates this Code during a competition may be ejected from the competition or the playing area, the official may delay the competition until the Individual complies with the ejection, and the Individual may be subject to any additional discipline associated with the particular competition.
5. An employee of the Organization found to have engaged in acts of violence or harassment against any other employee, worker, contractor, member, customer, supplier, client or other third party during business hours, or at any Organization event, will be subject to appropriate disciplinary action subject to the terms of the Organization’s *Human Resources Policy* as well as the employee’s Employment Agreement (if applicable).
6. This Code also applies to Individuals’ conduct outside of the Organization’s business, activities, and events when such conduct adversely affects relationships within the Organization (and its work and sport environment) and is detrimental to the image and reputation of the Organization. Such applicability will be determined by the Organization at its sole discretion.

### Responsibilities

7. Individuals have a responsibility to:
  - a) Maintain and enhance the dignity and self-esteem of the Organization members and other individuals by:
    - i. Demonstrating respect to individuals regardless of body type, physical characteristics, athletic ability, age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, sex, and sexual orientation
    - ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees, or members
    - iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct
    - iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory
    - v. Consistently treating individuals fairly and reasonably
    - vi. Ensuring adherence to the rules of the sport and the spirit of those rules
  - b) Refrain from any behaviour that constitutes **harassment**, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading, or malicious. Types of behaviour that constitute harassment include, but are not limited to:

- i. Written or verbal abuse, threats, or outbursts
  - ii. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts
  - iii. Leering or other suggestive or obscene gestures
  - iv. Condescending or patronizing behaviour, which is intended to undermine self-esteem, diminish performance or adversely affect working conditions
  - v. Practical jokes which endanger a person's safety, or negatively affect performance
  - vi. Any form of hazing where hazing is defined as *"Any potentially humiliating, degrading, abusive, or dangerous activity expected of a junior-ranking athlete by a more senior teammate, which does not contribute to either athlete's positive development, but is required to be accepted as part of a team, regardless of the junior-ranking athlete'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 based on class, number of years on the team, or athletic ability."*
  - vii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing
  - viii. Unwelcome sexual flirtations, advances, requests, or invitations
  - ix. Physical or sexual assault
  - x. Behaviours such as those described above that are not directed towards a specific individual or group but have the same effect of creating a negative or hostile environment
  - xi. Retaliation or threats of retaliation against an individual who reports harassment to the Organization
- c) Refrain from any behaviour that constitutes **workplace harassment**, where workplace harassment is defined as vexatious comment or conduct against a worker in a workplace – a comment or conduct 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 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:
- i. Bullying
  - ii. Repeated offensive or intimidating phone calls or emails
  - iii. Inappropriate sexual touching, advances, suggestions or requests
  - iv. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form
  - v. Psychological abuse
  - vi. Personal harassment
  - vii. Discrimination
  - viii. Intimidating words or conduct (offensive jokes or innuendos)
  - ix. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning
- d) Refrain from any behaviour that constitutes **workplace violence**, where workplace violence is defined as the exercise 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 harassment include, but are not limited to:
- i. Verbal threats to attack a worker
  - ii. Sending to or leaving threatening notes or emails for a worker
  - iii. Making threatening physical gestures to a worker
  - iv. Wielding a weapon in a workplace
  - v. Hitting, pinching or unwanted touching of a worker which is not accidental
  - vi. Throwing an object at a worker
  - vii. Blocking normal movement or physical interference of a worker, with or without the use of equipment
  - viii. Sexual violence against a worker
  - ix. Any attempt to engage in the type of conduct outlined above
- e) Refrain from any behaviour that constitutes **sexual harassment**, where sexual harassment is defined as unwelcome sexual comments and sexual advances, requests for sexual favours, or conduct of a sexual nature. Types of behaviour that constitute sexual harassment include, but are not limited to:
- i. Sexist jokes
  - ii. Display of sexually offensive material

- iii. Sexually degrading words used to describe a person
  - iv. Inquiries or comments about a person's sex life
  - v. Unwelcome sexual flirtations, advances, or propositions
  - vi. Persistent unwanted contact
- f) Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods. More specifically, the Organization adopts and adheres to the Canadian Anti-Doping Program. Any infraction under this Program shall be considered an infraction of this Code and may be subject to further disciplinary action, and possible sanction, pursuant to the Organization's *Discipline and Complaints Policy*. the Organization will respect any penalty enacted pursuant to a breach of the Canadian Anti-Doping Program, whether imposed by the Organization or any other sport organization
- g) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision of the sport, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES)
- h) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
- i) Refrain from consuming tobacco products, or recreational drugs while participating in the Organization's programs, activities, competitions, or events
- j) In the case of adults, avoid consuming alcohol in competitions and situations where minors are present and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with the Organization's events
- k) Respect the property of others and not wilfully cause damage
- l) Promote the sport in the most constructive and positive manner possible
- m) When driving a vehicle with an Individual:
  - i. Not have his or her license suspended;
  - ii. Not be under the influence of alcohol, cannabis or illegal drugs or substances; and
  - iii. Have valid car insurance
- n) Adhere to all federal, provincial, municipal and host country laws
- o) Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition
- p) Comply, at all times, with the Organization's bylaws, policies, procedures, and rules and regulations, as adopted and amended from time to time

#### **Directors, Committee Members, and Staff**

8. In addition to section 7 (above), the Organization's Directors, Committee Members, and Staff will have additional responsibilities to:
- a) Function primarily as a Director or Committee Member of the Organization; not as a member of any other particular member or constituency
  - b) Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the Organization's business and the maintenance of Individuals' confidence
  - c) Ensure that the Organization's financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
  - d) Conduct themselves openly, professionally, lawfully and in good faith in the best interests of the Organization
  - e) Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism
  - f) Behave with decorum appropriate to both circumstance and position
  - g) Keep informed about the Organization's activities, the provincial sport community, and general trends in the sectors in which they operate
  - h) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to the laws under which the Organization is incorporated
  - i) Respect the confidentiality appropriate to issues of a sensitive nature
  - j) Respect the decisions of the majority and resign if unable to do so
  - k) Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings

- l) Have a thorough knowledge and understanding of all the Organization governance documents
- m) Conform to the bylaws and policies approved by the Organization

### **Coaches**

9. In addition to section 7 (above), 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 be extremely careful not to abuse it, consciously or unconsciously. Coaches will:
- a) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the involved athletes
  - b) 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
  - c) Avoid compromising the present and future health of athletes by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of athletes' medical and psychological treatments
  - d) Support the coaching staff of a training camp, provincial team, or national team; should an athlete qualify for participation with one of these programs
  - e) Provide athletes (and the parents/guardians of minor athletes) with the information necessary to be involved in the decisions that affect the athlete
  - f) Act in the best interest of the athlete's development as a whole person
  - g) Comply with the Organization's *Screening Policy*, if applicable
  - h) Report to the Organization any ongoing criminal investigation, conviction, or existing bail conditions, including those for violence, child pornography, or possession, use, or sale of any illegal substance
  - i) Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or performance-enhancing substances and, in the case of minors, alcohol and/or tobacco
  - j) Respect athletes playing with other teams and, in dealings with them, not encroach upon topics or 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
  - k) Not engage in a sexual relationship with an athlete under 18 years old, or an intimate or sexual relationship with an athlete over the age of 18 if the coach is in a position of power, trust, or authority over the athlete
  - l) 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
  - m) Dress professionally, neatly, and inoffensively
  - n) Use inoffensive language, taking into account the audience being addressed

### **Athletes**

10. In addition to section 7 (above), athletes will have additional responsibilities to:
- a) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete; or in the case of carded athletes, interfere with the athlete's ability to fulfill requirements under the Athlete Assistance Program
  - b) Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, tryouts, tournaments, and events
  - c) 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
  - d) Adhere to the Organization's rules and requirements regarding clothing and equipment
  - e) Never ridicule a participant for a poor performance or practice
  - f) Act in a sportsmanlike manner and not display appearances of violence, foul language, or gestures to other athletes, officials, coaches, or spectators
  - g) Dress to represent the sport and themselves well and with professionalism
  - h) Act in accordance with the Organization's policies and procedures and, when applicable, additional rules as outlined by coaches or managers



### **Officials**

11. In addition to section 7 (above), officials will have additional responsibilities to:

- a) Maintain and update their knowledge of the rules and rules changes
- b) Work within the boundaries of their position's description while supporting the work of other officials
- c) Act as an ambassador of the Organization by agreeing to enforce and abide by national and provincial rules and regulations
- d) Take ownership of actions and decisions made while officiating
- e) Respect the rights, dignity, and worth of all individuals
- f) Not publicly criticize other officials or any club or association
- g) Assist with the development of less-experienced referees and minor officials
- h) Conduct themselves openly, impartially, professionally, lawfully, and in good faith in the best interests of the Organization, athletes, coaches, other officials, and parents
- i) Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others
- j) Respect the confidentiality required by issues of a sensitive nature, which may include ejections, defaults, forfeits, discipline processes, appeals, and specific information or data about Individuals
- k) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform the assignor or association at the earliest possible time
- l) When writing reports, set out the true facts and not attempt to justify any decisions
- m) Dress in proper attire for officiating

### **Parents/Guardians and Spectators**

12. In addition to paragraph 7 above, Parents/Guardians and Spectators at events will:

- a) Encourage athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence
- b) Condemn the use of violence in any form
- c) Never ridicule a participant for making a mistake during a performance or practice
- d) Provide positive comments that motivate and encourage participants' continued effort
- e) Respect the decisions and judgments of officials, and encourage athletes to do the same
- f) Support all efforts to remove verbal and physical abuse, coercion, intimidation, and sarcasm
- g) Respect and show appreciation to all competitors, and to the coaches, officials and other volunteers
- h) Not harass competitors, coaches, officials, parents/guardians, or other spectators

## SECTION IX – HUMAN RESOURCES and VOLUNTEER MANAGEMENT

Regardless of whether the organization is large or small, a Human Resources Policy **Template – Human Resources Policy** should be in place to guide decisions about the organization's most valuable resource – its volunteers.

### Volunteers

The volunteers that operate the organization – Board Directors, officials, some coaches, competition organizers – all contribute and all need to be managed and recognized. Though formal 'job descriptions' for long-time volunteers may seem unnecessary, organizations should at least have volunteers commit to signing a 'Volunteer Agreement' **Template – Volunteer Agreement** that describes screening requirements, position responsibilities, and other important protections for the organization.

Organizations should not be hesitant to require that volunteers agree to certain restrictions or concessions. The actions of a volunteer – especially negative actions – can affect the entire organization and leave the Directors legally and financially liable (see: **SECTION V – DIRECTOR RESPONSIBILITIES**). Volunteers should protect the organization's confidential and private information (like the organization's financial status or an athlete's medical condition) and respect the organization's intellectual property. The organization should also ensure volunteers are aware of basic responsibilities common to all volunteers. Some organizations may choose to personalize volunteer agreements and it is sensible to ensure that volunteer coaches sign a more comprehensive volunteer agreement than other volunteers.

Organizations should also consider a program of volunteer recognition. These programs do exist to a certain extent at the Swim BC level, but clubs should consider their own awards as well. An organization may create a dedicated Committee for volunteer recognition or include volunteer recognition in the terms of reference of another committee.

### Screening

One major component of a club's human resources efforts should be to make sure to screen individuals who volunteer or work with the organization. Organizations must have a Screening Policy **Template – Screening Policy** that classifies volunteers at a particular level of risk that corresponds to the intensity of their screening requirements. For example, a coach who coaches young minor athletes is required to obtain a criminal record check. Volunteers who have fewer interactions with minor athletes should still complete minimum screening requirements (such as the submission of a resume or an interview) but a Criminal Record Check may not be required. Coaches at each level of the organization (from recreational to competitive and from coaches of young athletes to coaches of adult athletes) must be aware of the screening requirements for their position and these requirements should be described in the *Screening Policy*. Organizations can optionally choose to pay for the requirement to obtain a criminal record check but larger organizations with many volunteers might be financially burdened by this approach.

NB – the previous paragraph is general information on screening and Criminal Records Checks. BC swim clubs are required to adhere to the Swim BC Screening and Criminal Records Check Policy

### Employees

Larger organizations may hire employees to handle some of the administrative or technical tasks of the organization. Each employee should sign an employment agreement **Template – Employment Agreement** that describes everything from the employee's job description, to the employee's salary, to the reporting structure, to how the employee can be fired. The organization should consult a lawyer for assistance with preparing a legal employment agreement because the Directors take on important legal supervisory responsibilities and must also have additional policies in place as required by law (see: **SECTION XII – POLICY SUPPORT**).

When an organization has an employee (or multiple employees), a clear reporting structure – who is the boss of who – is a vital component to a cohesive employment relationship. An administrator may work closely with the Treasurer on matters of Member fees but may also work closely with the Tournament Director when the organization is hosting an event. These relationships should be clarified, and the employee(s) should always have someone as a direct supervisor. Organizations with layers of employees (such as an Executive Director with two additional staff members) must also define how much supervisory power the employees have over each other. Well-written employee agreements will reduce instances of confusion and clarify these relationships.

## Template – Human Resources Policy

“Organization” refers to: \_\_\_\_\_

### Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Employees*” – Individuals employed by the Organization on a full-time, part-time, or term basis. Employees do not include contractors, Directors and Officers of the Organization, interns, officials, volunteers, or volunteer coaches
  - b) “*Full-Time Employees*” – Employees who work a minimum twenty-eight (28) hour work week, receive an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*
  - c) “*Part-Time Employees*” – Employees who work less than a twenty-eight (28) hour work week, who received an annual salary, and leave, health, vacation, and pension benefits as defined in their *Employment Agreement*
  - d) “*Term Employees*” – Employees who are hired for a specific term, to complete specific tasks, who are employed temporarily (i.e., paid by the hour, day, or week), receive four-to-six percent (4%-6%) vacation pay and leave benefits, and who do not receive health or pension benefits as defined in their *Employment Agreement*

### Purpose

2. The Organization employs staff, as necessary, to manage the daily tasks required of a [type of organization]. The Organization’s Employees must sign and adhere to individual *Employment Agreements*. Except where otherwise noted, or where amended by the provisions of the *Employment Agreement*, this Policy and the BC Employment Standards Act will govern the terms and conditions of employment with the Organization.
3. If there is any discrepancy between this Policy and the minimum requirements of *BC Employment Standards Act*, then the minimum requirements of the *Act* will take precedence over this Policy.

### Legal Requirements

4. The Organization is subject to the statutory requirements of the *BC Employment Standards Act* and therefore will comply with its requirements in dealings with Employees.

### Application of this Policy

5. This Policy applies to the Organization’s Full-Time Employees, Part-Time Employees, and Term Employees.
6. The Organization may hire summer students, temporary, or casual employees. The terms and conditions of employment for such employees will be governed solely by their *Employment Agreement* and the *BC Employment Standards Act*.
7. This Policy will not apply to independent contractors, private consultants, or interns/co-op placement students. These individuals are not considered employees of Organization staff. In all instances where these individuals are contracted by the Organization, a written and signed *Contractor Agreement* will be prepared that outlines the duties, limitations, and payment schedule for the individual.

### Employer-Employee Relationship

8. The Organization recognizes the critical importance of its Employees to achieving its strategic objectives. Accordingly, the Organization provides its Employees with:
  - a) Meaningful work which provides opportunities for professional development and personal achievement
  - b) A safe, healthy, and rewarding work environment
  - c) An organizational culture that reinforces shared values and high professional standards, and encourages participation and teamwork
  - d) An evaluation system based on organizational values, defined job duties and responsibilities, mutually agreed upon goals and objectives, and reasonable expectations
  - e) An evaluation system that provides positive and constructive feedback on performance
9. The Organization expects its Employees to:

- a) Apply and adhere to the Organization's policies and organizational values
- b) Use their best efforts to advance the interests of the Organization
- c) Perform their duties to the best of their abilities
- d) Seek a high level of performance results
- e) Act professionally in the discharge of their employment responsibilities
- f) Provide open and direct communication
- g) Ensure the integrity of their personal conduct
- h) Provide the Organization with any changes to the Employee's name, address, phone number, and other personal information that the Organization is required to maintain

#### **Employment Agreement**

- 10. Employees will enter into an employment agreement with the Organization.
- 11. If the Employee continues to be employed by the Organization after the expiration of his or her *Employment Agreement*, the Employee's immediate last *Employment Agreement* will remain in effect until an acceptable *Employment Agreement* has been signed by both the Employee and the Organization.
- 12. Where there is any inconsistency between the terms of the Employee's *Employment Agreement* and the terms of this Policy, the terms of the *Employment Agreement* will prevail.

#### **Probationary Period**

- 13. New Employees will be subject to a three (3) month probationary period and may be terminated without notice or pay in lieu of notice, unless otherwise stated in the Employee's *Employment Agreement*.
- 14. The Employee's probationary period may be adjusted or extended, in writing, according to any absences by the Employee during the probationary period.
- 15. The purpose of this probationary period is to provide an opportunity for both the Employee and the Organization to evaluate their working relationship.
- 16. An employee who transfers within the Organization to a new position will have a probationary period of three months in the new position. During this probationary period the Organization may, at its sole discretion and for any reason, require the employee to return to his or her previous position without notice and without compensation.
- 17. At the end of the probationary period, a formal work performance evaluation will be conducted. An Employee whose service is determined to be satisfactory during the probationary period may continue in employment, subject to the availability of funds, the continued existence of the position, and continued satisfactory work performance.

#### **Attendance, Work Hours, and Supervision**

- 18. The President (or designate) will supervise the performance of all Employees on behalf of the Organization's Board of Directors.
- 19. Employees will work out of the Organization's office unless another arrangement has been agreed to by the President in writing. An Employee will not be paid a travel allowance or a moving allowance if the Employee is required to travel far distances to the Organization's head office or if the Employee changes residence.
- 20. Employees will work normal office hours, as determined by the Organization's Board of Directors. Part-time or temporary Employees may work modified office hours, as determined by the Organization's President. Due to the nature of the Organization as primarily a volunteer-run organization, Employees' hours of work may be flexible to accommodate some evening or weekend work.
- 21. Overtime hours may be worked by an Employee with the approval of the President. Overtime hours will be compensated by granting the Employee time off in lieu at a rate of time-and-a-half for each hour of overtime worked. Hours worked by the Employee, excluding Management, in excess of eight (8) hours per day or forty-four (44) hours in a single week will constitute overtime work.

22. If an Employee cannot be at work at the normal time, he or she will notify his or her supervisor the earliest opportunity with the reasons for, and expected duration of, the absence.
23. Employees will attend all staff meetings, Board meetings, and other meetings when requested to do by the President, unless the Employee's absence has been approved by the President.

#### **Job Responsibilities, Performance, and Review**

24. The primary duties and responsibilities of each Employee will be outlined in a written job description in the *Employment Agreement*. These duties may be revised from time to time at the discretion of the Board of Directors or President, to reflect changing priorities, workload, and personnel requirements.
25. The performance of each Employee will be reviewed annually by the President (or designate). The purpose of this review will be to assess the Employee's commitment to the Organization's organizational values and policies, to provide the Employee with feedback on his or her performance, and to identify the Employee's strengths and weaknesses.
26. If an Employee's performance is below a satisfactory level, the President (or designate) will discuss with the Employee the specific problem, the level of performance that is required, the suggested action items to improve performance, and the time frame for achieving the desired level of performance. All discussions regarding performance will be documented and placed in the Employee's personnel file. If performance is unsatisfactory and does not improve according to the action plan time frames that have been discussed, the Employee's employment may be terminated for cause.
27. For all Employees, a base salary review will be done by the President (or designate). Annual cost of living increases will not occur. The Board will review the inflation rate and from time to time adjust the salary range for each position.

#### **Vacation and Holidays**

28. Vacation entitlements will accrue in accordance with the of *BC Employment Standards Act*, unless stated otherwise in the Employee's *Employment Agreement*.
29. When a statutory holiday falls within an Employee's vacation, the Employee will be granted an additional day of vacation.
30. All vacations will be approved in advance by the President. The President retains the right to determine the scheduling of vacations and to determine whether more than one week of vacation may be taken at once. Vacation requests for one week or more will be submitted to the President, in writing, no later than two months prior to the requested vacation date.
31. Term Employees will be paid vacation pay at a rate of four percent (4%) of the Employees' earnings during the first four (4) years of employment and six percent (6%) in the fifth and subsequent years of employment, payable bi-monthly or on the termination of employment.
32. Employees who have worked less than one full employment year will be entitled to vacation time on a pro-rated basis.
33. Employees are entitled to the paid public holidays recognized by the *BC Employment Standards Act*.
34. An Employee is eligible for paid public holidays if the Employee has worked for the Organization for at least thirty (30) working days in the year before the holiday, worked his or her last scheduled day of work before the holiday, and worked the first scheduled work day after the holiday.

#### **Leave**

35. The following sections endeavour to incorporate current Provincial and Federal legislation. If any of the following sections do not comply with minimum legislative requirements, the minimum legislation shall be substituted instead.

36. Leaves of absence must be approved in writing. Extending approved leaves of absence without notification to the Organization may result in termination of the Employee.
37. Employees required to serve on a Jury or as a Crown Witness are entitled to leave without pay.

#### Sick Leave

38. Paid sick leave is available to Full-Time and Part-Time Employees after their probationary period has been successfully completed. A daily absence due to illness should be reported to the Employee's supervisor by 8:45am. All Full-Time and Part-Time Employees are entitled to five (5) days fiscal sick leave. Full-Time and Part-Time Employees are not eligible to accumulate sick leave and must be legitimately ill before leave will be granted. Sick leave days will NOT be accumulated, carried over, or paid out upon termination.
39. At the discretion of the Organization, a doctor's letter may be required to substantiate the need for sick leave.
40. Excessive absenteeism affects an Employee's ability to maintain quality/quantity standards of work. The Organization reserves the right to deduct from the Employee's salary any sick leave taken in excess of five (5) working days per fiscal year.
41. Employees will periodically be required to schedule medical appointments. Employees are required to schedule appointments where possible which least effects the amount of lost time. Part-Time Employees are required, where possible, to schedule appointments outside of their scheduled hours of work.

#### Maternity Leave

42. A pregnant Employee who has been employed by the Organization for at least fifty-two (52) consecutive weeks is entitled to maternity leave without pay. Maternity leave is a period of not more than fifteen (15) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery.
43. An Employee who takes maternity leave must take a period of leave as per the of *BC Employment Standards Act* immediately following the date of delivery, unless the Organization and the Employee agree otherwise, and the Employee provides a medical certificate indicating that resumption of employment will not endanger the Employee's health.
44. An Employee wishing to take maternity leave will give the Organization written notice of the commencement date and the Employee must provide written notice that they intend to return to work or to change their return date, as per *BC Employment Standards Act*.
45. The employee will be reinstated in their former position or will be provided with alternate work of a comparable nature, at the same rate of pay.

#### Parental Leave

46. An Employee is eligible for parental leave if:
- a) The Employee is eligible for maternity leave and therefore entitled to leave as per the *BC Employment Standards Act* immediately following the last day of maternity leave; or
  - b) The Employee, who is an adoptive parent, is entitled to leave as per the *BC Employment Standards Act*.
47. As per the *BC Employment Standards Act*, an Employee entitled to parental leave must give the Organization notice of the date the Employee will start parental leave.
48. As per the *BC Employment Standards Act*, an Employee on parental leave must give the Organization written notice of the date on which the Employee intends to resume work.

#### Compassionate Care Leave

49. An Employee employed with the Organization is entitled to paid compassionate care leave as per the *BC Employment Standards Act*.

#### Other Leave

50. As per the *BC Employment Standards Act*, a full-time Employee is entitled to Family responsibility leave, Compassionate care leave, Critical illness or injury leave, Reservists' leave, Leave respecting the disappearance of a child among others.

**Salary and Benefits (IF APPLICABLE)**

51. The following sections endeavour to incorporate current benefits as offered by the Organization's Insurance Plan (if any). If any of the following sections do not comply with the benefits as offered by the Organization's Insurance Plan, the benefits offered by the Organization's Insurance Plan shall be substituted instead.

Salary

52. The salary of each Employee will consist of a base salary and may include performance incentives.
53. Salary will be paid bi-monthly, on the 15<sup>th</sup> and last day of each month, unless payday falls on weekends or statutory holidays, in which case the payday will be moved to the last working day before the holiday.
54. Salary shall be subject to benefit deductions, statutory deductions, and withholdings for Canadian Pension Plan (CPP) and Employment Insurance (EI).
55. Payment will be made either by cheque or by direct payment to the employee's bank account. Payment covers the pay period up to and including payday. If an employee takes his or her vacation during a payday, he or she may request an advance of the bi-monthly pay to be received on the payday preceding the vacation. To receive an advance in this manner, the supervisor must inform the payroll department six (6) working days before the payday when the advance is to be made.
56. Daily salary for Employees will be calculated by dividing the Employee's annual salary by the number of days worked per year (approximately 261 days). Hourly salary for Employees will be calculated by dividing the number of hours worked in a day.
57. Starting salaries, salary increases, and performance incentives (if any) will be reviewed and approved by the Board of Directors. In carrying out this review, the Board of Directors will have regard to salaries paid by comparable organizations.

RRSP Contributions

58. Full-Time and Part-Time Employees working in their first year of employment with the Organization will receive RRSP contributions at a rate of 3% of their annual salary.
59. Full-Time and Part-Time Employees working in their 2<sup>nd</sup> to 4<sup>th</sup> year of employment with the Organization will receive RRSP contributions at a rate of 4% of their annual salary.
60. Full-Time and Part-Time Employees working in their 5<sup>th</sup> year and beyond of employment with the Organization will receive RRSP contributions at a rate of 5% of their annual salary.

Benefits

61. Full-Time and Part-Time Employees working twenty-one (21) hours per week or more are eligible for health benefits as defined in their *Employment Agreement* and as offered by \_\_\_\_\_ after three continuous months of employment with the Organization. Under certain circumstances, the waiting period may be waived upon special request to the Insurer.
62. The cost of the Organization's Insurance Plan for Full-Time and Part-Time Employees and their dependents will be paid for by the Organization. The Insurance Plan offers the following coverage:
- a) Life Insurance
  - b) Accidental Death and Dismemberment
  - c) Dependant Life
  - d) Long-Term Disability
  - e) Extended Health Care (optional for Part-Time Employees, at their expense)
  - f) Dental Insurance (optional for Part-Time Employees, at their expense)

63. If an Employee's spouse is covered under another Benefits Plan, the Employee must choose which individual will be the primary wage earner for purposes of the health insurance plan. Under no circumstances will the Organization pay salary in lieu of premiums where coverage is obtained through a spouse's plan.
64. Under current Income Tax Regulations, the payment of Provincial Health Care Premiums by the Organization constitutes a taxable benefit to the Employee. This benefit will be added to regular earning on the Employee's T-4 at year end.
65. Term Employees are not entitled to health benefits.
66. Health benefits coverage will cease upon the Employee's termination and as per the benefits policy.

#### Maternity/Parental Leave

67. Employees on maternity/parental leave may choose whether or not they want to maintain their benefits but, if they choose to do so, they must maintain all benefits for the full leave period. If an Employee chooses not to maintain coverage during their pregnancy/parental leave, the Organization must receive such a request in writing.

#### **Expense Compensation**

68. Employees will be compensated for any costs and expenses incurred while traveling on Organization business, or while performing duties in accordance with their job description, pursuant to terms outlined by their *Employment Agreement* and the Organization's *Financial Policy*.

#### **Professional Development**

69. The Organization will budget for staff training and development according to the resources available each year. Employees should consult with the President to identify suitable professional development opportunities. At the discretion of the President and based upon a written request from an Employee, the Organization may cover all or part of the Employee's costs to participate in educational courses, seminars, workshops, or other professional development activities.
70. The Organization will support individual educational activities that:
- a) Have immediate application to the employee's job;
  - b) Have future application to the employee's job; and
  - c) Have no immediate application to the employee's job but prepares the employee to assume additional duties or acquire qualifications for advancement within the Organization.
71. Proof of successful completion, passing grade, or required attendance is necessary to any reimbursement. A registration fee is considered part of the associated cost; however, no reimbursement will be made until successful completion of the course.
72. When possible, courses shall be scheduled during an individual's personal time so as not to conflict with her/his scheduled hours of work. Courses may be scheduled during scheduled hours of work at the discretion of the President.
73. Employees must pay all tuition fees at the time of enrolment.

#### **Cellphones**

74. While operating a motor vehicle and unless using a legally authorized ear piece, Employees will:
- a) Not use a cellphone or other hand-held device
  - b) Before using a cellphone or other hand-held device, leave the road and safely park their motor vehicle
  - c) Have incoming phone calls answered by voice mail
75. Employees will not be disciplined for failing to answer a call while they were operating a motor vehicle.
76. The Organization will not be held responsible for any violations or accidents caused by the contravention of the **Cellphones** section of this Policy.



### **Other Employment**

77. Employees may accept outside employment provided the employment does not diminish the Employee's ability to perform work for the Organization, the employment does not represent a conflict with the Organization, and the President is notified in advance of the Employee's intention to accept outside employment and gives written approval.

### **Personal Belongings**

78. The Organization assumes neither responsibility nor liability for any personal or office articles lost or stolen, regardless of circumstances.

### **Conduct and Discipline**

79. Employees will comply with this Policy, the terms of their *Employment Agreement*, and all other Organization policies.

80. The Organization's Employees may be subject to disciplinary action should their conduct so warrant.

81. Disciplinary action will be progressive and may include, but is not limited to:

- a) Verbal reprimand - a verbal reprimand may be given by the supervisor in private for minor offences. Such a reprimand will not become a part of the Employee's file, and the matter will be closed when the constructive two-way discussion has been finalized.
- b) Letter of reprimand - when a more serious infraction occurs, or repetitive behaviour, the supervisor will write a letter to the Employee stating the infraction and warning him or her against further misbehaviour. A copy of this letter will be kept in the Employee's personnel file.
- c) Suspension - an Employee may be suspended (with or without pay) for a period of three (3) to ten (10) working days, depending on the seriousness of the offence. Normally, the Employee will be permitted to carry on his or her normal duties while the case is being investigated. But in some cases, it may be necessary to bar the person from the premises until the case has been investigated. In such an instance, the Employee will be notified in writing.
- d) Dismissal - dismissal will be used only when all other corrective actions have failed or are not applicable.

### *Unsatisfactory Work Performance or Work-Related Behaviour*

82. Unsatisfactory work performance or work-related behaviour is the failure or refusal to carry out job responsibilities, failure to follow the Organization's rules or policies. The Board will inform Employees of acts or omissions which are symptomatic of unsatisfactory work performance or work-related behaviour and of the applicable discipline if either is not corrected.

83. In a case of gross misconduct, immediate disciplinary action up to and including termination may be applied. During the investigation of alleged gross misconduct, an Employee may be placed on leave without pay.

84. Gross misconduct includes the following:

- a) Theft or dishonesty
- b) Gross insubordination
- c) Wilful destruction of club property
- d) Falsification of records
- e) Acts of moral turpitude
- f) Reporting for duty under the influence of intoxicants
- g) Illegal use, manufacturing, possessing, distributing, purchasing and dispensing of controlled substances or alcohol
- h) Disorderly conduct
- i) Provoking a fight
- j) Other similar acts involving intolerable behaviour by an employee

85. When disciplining an Employee, the Organization will consider the nature of the unsatisfactory work performance or work-related behaviour, the past record of the Employee and appropriate penalties. Therefore, as a general rule, disciplinary action for unsatisfactory work performance or work-related behaviour will begin with an oral or written warning and may be followed by additional written warnings. Written warnings will be presented to the Employee and will describe the unsatisfactory work performance or work-related behaviour and the necessary corrective action to be

taken. If an Employee fails to attain a satisfactory level of work performance or work-related behaviour despite such warning, disciplinary action up to and including termination of employment may be implemented. Copies of all written warnings and other disciplinary actions will be placed in the Employee's personnel file.

### **Termination**

86. No notice, or pay in lieu of notice, is required by either the Organization or the Employee to terminate the employment relationship during the first three (3) month probationary period for new Employees.
87. Employees will provide notice of their intention to leave the employment of the Organization in accordance with the *BC Employment Standards Act*.
88. The Organization may terminate the employment of any Employee for cause at any time, without notice or pay in lieu of notice, for any of the following reasons:
- a) Wilful misconduct which is detrimental to the Organization
  - b) Failure to adhere to policies of the Organization
  - c) Gross failure to perform his or her employment duties
  - d) Theft and criminal behaviour
  - e) Unauthorized release of confidential information
  - f) Destruction of the Organization's property
  - g) Insubordination
  - h) Recurring absence without notice
  - i) Dishonesty
  - j) Fighting or provoking a fight on Organization premises
  - k) Actions that bring the Organization into disrepute
  - l) Working for another employer while on leave of absence without written consent of the Organization
  - m) Possession, use, sale, purchase, or distribution on the Organization's property of any illegal drugs or illegally possessed drugs
  - n) Reporting to work after having ingested illegal drugs or illegally possessed drugs, in a condition that adversely affects the employee's ability to safely and effectively perform his or her job or which would imperil the safety of others
  - o) Other reasons as determined by the Organization's Board or outlined in the *Employment Agreement*
89. The Organization will provide Employees notice, or pay in lieu of notice, of their intention to terminate the Employee's employment with the Organization without cause in accordance with the *BC Employment Standards Act*, unless otherwise agreed in the Employee's *Employment Agreement*.

### **Grievance Procedure**

90. An employee who is dissatisfied with any procedures or treatment should first take the matter up with his or her supervisor. If the matter is not resolved at this level, the employee may contact the Organization's HR Committee.

## Template – Screening Policy

### Swim BC Template Policy

Title: \_\_\_\_\_ (insert name of club) Screening and Criminal Records Check Policy

Approved by: \_\_\_\_\_ (insert name of club) designated club representative(s)

Date of Approval: \_\_\_\_\_

Next Policy Review (minimum every two years): \_\_\_\_\_

#### 1. Definitions

The following terms have these meanings in this Policy:

- a) *“Criminal Record Check (CRC)”* – a search of the RCMP National Repository of Criminal Records to determine whether the individual has a criminal record.
- b) *“Criminal Records Review Program”* - Government of BC program providing organizations and applicants an option to submit CRC’s electronically
- c) *“Criminal Records Review Act”* - the Act
- d) *“Designated Categories”* - roles, areas of employ or volunteerism as defined by Swim BC
- e) *“Individuals”* – includes employees, volunteers, or contractors whose position is one of trust or authority or interaction with minors and vulnerable adults. Personnel may include but is not limited to \_\_\_\_\_ (insert name of club) Coaches, Board of Directors, Team Managers, Chaperones and Officials.
- f) *“Member Club(s)”* - any organized group of persons associated for the purposes of swimming and registered as a Member of Swim BC.
- g) *“Society”* or *“Club”* – \_\_\_\_\_ (insert name of club).
- h) *“Screening Officer”* – a designated individual within \_\_\_\_\_ (insert name of club) structure who will be responsible for receiving, reviewing and recording all CRC’s and determining whether any CRC reveals a Relevant Offence.
- i) *“Club hosted event”* - All competitions where activities occur in a sporting environment as defined in the Swim BC Code of Conduct and Ethics Policy.
- j) *“Vulnerable Adult”* - means an individual 19 years or older who receives health services, other than acute care, from a hospital, facility, unit, society, service, holder or registrant as referred to in the Act.
- k) *“Work with children”* - means working with children directly or having or potentially having unsupervised access to children
  - i. In the ordinary course of employment,
  - ii. In the practice of an occupation,
  - iii. During the course of an education program, or
  - iv. While providing services as a volunteer;
- l) *“Work with vulnerable adults”* - means working with vulnerable adults directly or having or potentially having unsupervised access to vulnerable adults
  - i. In the ordinary course of employment,
  - ii. In the practice of an occupation,
  - iii. During the course of an education program, or
  - iv. While providing services as a volunteer.

#### 2. Purpose

- a) \_\_\_\_\_ (insert name of club) is required to adhere to the Province of British Columbia’s Criminal Record Review Act.
- b) \_\_\_\_\_ (insert name of club) has an ethical, moral and legal responsibility to provide a safe sport environment for its program participants and staff.
- c) \_\_\_\_\_ (insert name of club) understands that screening personnel and volunteers is a vital part of providing a safe sport environment for all Individuals.

#### 3. Application

- a) Swim BC has identified Individuals in Designated Categories who, based on their role, require screening through a CRC.

- b) Designated Categories have been established for application of this policy and are considered to include persons who work closely with children and vulnerable adults, and who occupy positions of trust and authority within Swim BC and Member Clubs. Swim BC will determine, based on age of participants, setting, nature of the activity and degree of supervision, which designated categories of persons will be subject to screening through a CRC
- c) Individuals in the following Designated Categories are subject to screening in accordance to this policy:
  - i. \_\_\_\_\_ (insert name of club) Board of Directors (if applicable);
  - ii. Volunteers and paid contractors appointed to accompany \_\_\_\_\_ (insert name of club) to events or competitions;
  - iii. All registered coaches of \_\_\_\_\_ (insert name of club);
  - iv. \_\_\_\_\_ (insert name of club) registered Level 3, 4 and 5 officials;
  - v. Other positions as may be determined by Swim BC from time-to-time.

#### **4. Screening Procedures**

- a) All Individuals in Designated Categories seeking positions with \_\_\_\_\_ (insert name of club) will ensure a current CRC is on file with \_\_\_\_\_ (insert name of club) prior to being confirmed for the position;
- b) \_\_\_\_\_ (insert name of club) New Board members will submit a CRC within 90 days of being elected or appointed to the Board of Directors.
- c) At its sole discretion, \_\_\_\_\_ (insert name of club) may agree to accept a "Shared Result" of a previous CRC performed in BC under the Criminal Records Review Program, if such a check was performed within 18 months. The individual sharing their previous results will have to undergo future CRC's in compliance with the required maximum 3-year period between checks as stated in this policy.
- d) If an individual already employed with or volunteering for \_\_\_\_\_ (insert name of club) did not complete a CRC upon initial application, a CRC will be required upon request.
- e) Failure to participate in the screening process may result in the individual's ineligibility for the position sought.
- f) Any Individual in Designated Categories referenced in 3(c) applying for positions, other than permanent staff positions and Board of Director positions with \_\_\_\_\_ (insert name of club) shall obtain their own CRC.

#### **5. Relevant Offences**

- a) Relevant offences are those offences for which pardons have not been granted, as defined in the Criminal Records Review Act of the Province of British Columbia as Relevant and/or Specified Offences or other such offences as may be determined by the Act. Swim BC additionally considers any criminal offence involving the use of a motor vehicle; any child pornography offence; any violations for trafficking under the Controlled Drug and Substances Act; any crime of violence including assault; any criminal offence involving a minor or minors; any criminal offence involving theft, fraud or embezzlement; or any sexual offence involving a minor or minors, to be a relevant offence.
- b) If a director or employee of \_\_\_\_\_ (insert name of club) is charged with or convicted of an offence, that person must report the charge or conviction to \_\_\_\_\_ (insert name of club) within 72 hours. \_\_\_\_\_ (insert name of club) must request that the charged or convicted person obtain a new CRC and determine if that person is suitable to continue carrying out their duties.
- c) An Individual's conviction of any criminal offenses may result in expulsion from Swim BC and/or termination from any designated positions, program, activity or event upon the sole discretion of Swim BC.

#### **6. Criminal Records Review Timing**

Swim BC requires that a CRC be conducted every three (3) years. Notwithstanding this, Swim BC may at any time request that an individual in a Designated Category provide a CRC to Swim BC if Swim BC has grounds to believe that results of the CRC obtained previously are no longer accurate.

#### **7. Records**

Written records obtained in the course of implementing this policy will be maintained in a confidential manner conforming to the British Columbia Personal Information Protection Act and will not be disclosed to other except as required by law, or for use in a legal or disciplinary proceeding.

## Sport Law Template Policy

“Organization” refers to: \_\_\_\_\_

### Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Criminal Record Check (CRC)*” – A search of the RCMP National Repository of Criminal Records to determine whether the individual has a criminal record
  - b) “*Vulnerable Sector Verification (VSV)*” – a detailed check that includes a search of the RCMP National Repository of Criminal Records, local police information, and the Pardoned Sex Offender database

### Purpose

2. The Organization understands that screening personnel and volunteers is a vital part of providing a safe sporting environment. The Organization is responsible, by law, to do everything reasonable to provide a safe and secure environment for participants in its programs, activities, and events. The purpose of screening is to identify individuals involved with the Organization’s activities who may pose a risk to the Organization and its participants.

### Application of this Policy

3. This Policy applies to all individuals whose position with the Organization is one of trust or authority which may relate to, at a minimum, finances, supervision, young people, or people with a disability.
4. Not all individuals associated with the Organization will be required to obtain a CRC or submit a Screening Disclosure Form because not all positions pose a risk of harm to the Organization or to its participants. The Organization will determine which individuals will be subject to screening using the following guidelines (variations from the guidelines are at the sole discretion of the Organization):

Level 1 – Low Risk - Individuals involved in low risk assignments who are not in a supervisory role, not directing others, not involved with financial/cash management, and/or do not have access to minors or people with a disability. Examples:

- a) Parents, youth, or volunteers who are helping out on a non-regular informal basis

Level 2 – Medium Risk – Individuals involved in medium risk assignments who may be in a supervisory role, may direct others, may be involved with financial/cash management, and/or who may have limited access to minors or people with a disability. Examples:

- a) Assistant coaches or volunteer head coaches of a club
- b) Coaches who are typically under the supervision of another coach

Level 3 – High Risk – Individuals involved in high risk assignments who occupy positions of trust and/or authority, have a supervisory role, direct others, are involved with financial/cash management, and who have access to minors or people with a disability. Examples:

- a) Full time coaches with a private club that is affiliated with the Organization
- b) Coaches who travel with athletes
- c) Coaches who could be alone with athletes

### Policy

5. It is the Organization’s policy that:
  - a) Level 1 individuals will:
    - i. Complete a Screening Disclosure Form
    - ii. Complete an Application Form indicating that the individual has read and understands the Organization’s policies and procedures
    - iii. Provide one letter of reference related to the position sought
    - iv. Participate in orientation as determined by the Organization
  - b) Level 2 individuals will:
    - i. Complete and provide a CRC
    - ii. Complete a Screening Disclosure Form

- iii. Complete an Application Form indicating that the individual has read and understands the Organization's policies and procedures
  - iv. Provide one letter of reference related to the position sought
  - v. Participate in orientation as determined by the Organization
  - vi. Provide a driver's abstract, if requested
- c) Level 3 individuals will:
  - i. Complete and provide a CRC and VSV
  - ii. Complete a Screening Disclosure Form
  - iii. Complete an Application Form indicating that the individual has read and understands the Organization's policies and procedures
  - iv. Provide one letter of reference related to the position sought
  - v. Participate in orientation as determined by the Organization
  - vi. Provide a driver's abstract, if requested
- d) Failure to participate in the screening process as outlined in this policy will result in the individual's ineligibility for the position sought.
- e) When the Screening Committee is of the opinion that, notwithstanding a conviction, a person can occupy a position within the Organization without adversely affecting the safety of the Organization, any individual, athlete, or member of the Organization through the imposition of such terms and conditions as are deemed appropriate, the Screening Committee may approve an individual's participation.
- f) If an individual subsequently receives a conviction for, or is found guilty of, an offense they will report this circumstance immediately to the Organization.
- g) If an individual provides falsified or misleading information, the individual will immediately be removed from his or her position and may be subject to further discipline in accordance with the Organization's *Discipline and Complaints Policy*.

### **Screening Committee**

- 6. The implementation of this policy is the responsibility of the Organization's Screening Committee which is a committee of three (3) to five (5) members appointed by the Organization. The Organization will ensure that the members appointed to the Screening Committee possess the requisite skills, knowledge and abilities to accurately assess CRCs, VSVs, and Screening Disclosure Forms and render decisions under this Policy. Quorum for the Screening Committee will be three members.
- 7. The Organization may remove any member of the Screening Committee. When a position on the Screening Committee becomes vacant, either because a member has been removed or because a member has resigned, the Organization will appoint a replacement member.
- 8. The Screening Committee will carry out its duties, in accordance with the terms of this policy, independent of the Board.
- 9. The Screening Committee is responsible for reviewing all CRCs, VSVs, and Screening Disclosure Forms and, based on such reviews, making decisions regarding the appropriateness of individuals filling positions within the Organization. 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.

### **How to Obtain a Criminal Record Check or Vulnerable Sector Verification**

- 10. Although a CRC may be obtained online from a third-party provider, individuals may only obtain a VSV by visiting an RCMP office or police station, submitting two pieces of government-issued identification (one of which must have a photo), and completing any required paperwork. Fees may also be required and may be reimbursed by the Organization upon the submission of a legitimate receipt and volunteer expense form.
- 11. Fingerprinting may be required if there is a positive match with the individual's gender and birth date.

## Procedure

12. The Screening requirements defined in this policy will be submitted to the Organization in an envelope marked "Confidential":

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13. If required, the Organization will provide a letter confirming the potential position within the Organization.
14. Individuals who do not undertake the screening requirements required by this policy will receive a notice to that effect and will be informed that their application and/or position will not proceed until such time as the screening requirements are followed.
15. The Screening Committee will review all submitted documents and determine if the individual has committed a relevant offense.
16. Subsequent to its' review, the Screening Committee, by majority vote, will:
- a) Approve an individual's participation; or
  - b) Deny an individual's participation; or
  - c) Approve an individual's participation subject to terms and conditions as the Screening Committee deems appropriate
17. If an individual's documents do not reveal a relevant offense, the Screening Committee will advise that the individual is eligible. If an individual's documents reveal a relevant offense, the Screening Committee will render its decision and provide notice of its decision. After providing notice, the Screening Committee will return or destroy the CRC or VSV.
18. CRCs are valid for a period of three years, VSVs are valid forever (because no new names are being added to the database that the VSV searches), and Screening Disclosure Forms must be completed on an annual basis. However, the Screening Committee may request that an individual provide a CRC or a Screening Disclosure Form for review and consideration at any time. Such request will be in writing and reasons will be provided for such a request.

## Relevant Offenses

19. Provided a pardon has not been granted, the following examples are considered to be relevant offenses:
- a) If imposed in the last five years:
    - i. Any offense involving the use of a motor vehicle, including but not limited to impaired driving
    - ii. Any offense for trafficking and/or possession of drugs and/or narcotics
    - iii. Any offense involving conduct against public morals
  - b) If imposed in the last ten years:
    - i. Any crime of violence including but not limited to, all forms of assault
    - ii. Any offense involving a minor or minors
  - c) If imposed at any time:
    - i. Any offense involving the possession, distribution, or sale of any child-related pornography
    - ii. Any sexual offense
    - iii. Any offense involving theft or fraud

## Records

20. 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.

## Criminal Convictions

21. An individual's conviction for any of the following *Criminal Code* offenses may result in expulsion from the Organization and/or removal from designated positions, competitions, programs, activities and events upon the sole discretion of the Organization:
- a) Any offense of physical or psychological violence
  - b) Any crime of violence including but not limited to, all forms of assault

- c) Any offense involving trafficking of illegal drugs
- d) Any offense involving the possession, distribution, or sale of any child-related pornography
- e) Any sexual offense
- f) Any offense involving theft or fraud



## Sport Law Template – Screening Disclosure Form

**NAME:** \_\_\_\_\_  
First Middle Last

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

**CURRENT PERMANENT ADDRESS:**

\_\_\_\_\_  
Street City Province Postal

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

**CLUB:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**Note:** Failure to disclose a conviction/sanction for which a pardon has not been granted may be considered an intentional omission and subject to failure of screening requirements as required by the Organization's *Screening Policy*.

1. **Have you ever been convicted of a crime for which a pardon has not been granted, including possession or trafficking of an illegal substance?** Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please describe below for each conviction:

Name or Type of Offense: \_\_\_\_\_

Name and Jurisdiction of Court/Tribunal: \_\_\_\_\_

Year Convicted: \_\_\_\_\_

Penalty or Punishment Imposed: \_\_\_\_\_

Further Explanation: \_\_\_\_\_

\_\_\_\_\_

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

Name or Type of Offense: \_\_\_\_\_

Name and Jurisdiction of Court/Tribunal: \_\_\_\_\_

Further Explanation: \_\_\_\_\_

\_\_\_\_\_

3. **Has any civil court made a finding, judgment or ruling against you, or have you entered into an out of court settlement relevant to the profession of coaching, the sport or any other sport?** Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please describe each finding, judgment or ruling below:

Civil Court Finding: \_\_\_\_\_ Out of Court Settlement: \_\_\_\_\_

Type of Offense or Finding: \_\_\_\_\_

Year of Offense or Settlement: \_\_\_\_\_

Penalty or Punishment Imposed: \_\_\_\_\_

Further Explanation: \_\_\_\_\_

\_\_\_\_\_

4. **Have you ever been the subject of a decision of a court or tribunal that might reflect adversely on the profession of coaching, the sport or any other sport?** Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please describe below:

Type of Offense: \_\_\_\_\_

Year of Decision: \_\_\_\_\_

Penalty or Punishment Imposed: \_\_\_\_\_

Further Explanation: \_\_\_\_\_

\_\_\_\_\_

5. **Have you ever been dismissed from a position due to allegations of ethical or moral misconduct?**

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please describe below:

Name of applicable Organization: \_\_\_\_\_

Date of Dismissal: \_\_\_\_\_

Reason for Dismissal: \_\_\_\_\_

\_\_\_\_\_

6. **Have you ever been disciplined or sanctioned by an international sport body, by a National sport governing body outside Canada, by the Organization, or by any other body within Canada that governs the sport or any other sport?**

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please describe below:

Name of applicable Organization: \_\_\_\_\_

Date of Discipline or Sanction: \_\_\_\_\_

Reason for Discipline or Sanction: \_\_\_\_\_

\_\_\_\_\_

7. **Have you ever been disciplined or sanctioned by an independent body (sport body, private tribunal, government agency, etc.) for which a pardon has not been granted?**

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please describe below:

Name or Type of Offense: \_\_\_\_\_

Name and Independent Body: \_\_\_\_\_

Year Convicted: \_\_\_\_\_

Penalty or Punishment Imposed: \_\_\_\_\_

Further Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Certification**

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

I further certify that I will immediately inform the Organization of any changes in circumstances that would alter my original responses to this Screening Disclosure Form. Failure to do so may result in termination of membership and/or further discipline.

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

**PRIVACY STATEMENT**

*By completing and submitting this Screening Disclosure Form, you consent and authorize the Organization to collect, use and disclose your personal information, including all information provided on the Screening Disclosure Form, Criminal Record Check and/or Vulnerable Sector Verification for the purposes of screening, implementation of the Organization’s Screening Policy, administering membership services and communicating with other National Sport Organizations, Provincial Sport Organizations, Sport Clubs, and other organizations involved in the governance of the sport. The Organization does not distribute personal information for commercial purposes.*

## Template – Employment Agreement

“Organization” refers to: \_\_\_\_\_

### EMPLOYMENT AGREEMENT (NON-MANAGEMENT)

BETWEEN:

**Organization**  
[Insert Address]

- And -

[Name of Employee] (Hereinafter “Employee”)  
[Insert Address]

**WHEREAS** The Organization is a non-profit organization managing the sport of \_\_\_\_\_ in the Province of \_\_\_\_\_;

**AND WHEREAS** the Employee is skilled in (Employee’s tasks);

**AND WHEREAS** the Parties have agreed to enter into an employment relationship wish to reflect the terms of their agreement in writing;

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the Parties hereby agree as follows:

#### Conditions Precedent

1. This Agreement is conditional upon the Employee obtaining a criminal record check, per the Organization’s *Screening Policy*. The Organization, in its sole discretion, will determine whether the results of such check pose an unacceptable risk to the safety and security of the Organization and its participants and may rescind this employment offer immediately. The Employee will renew such documents upon the request of the Organization.

#### Responsibilities of the Employee

2. The Employee will:
  - a) Assume the position of **INSERT POSITION**
  - b) Complete all duties as described in Appendix A and perform such duties as the Organization will reasonably direct, from time to time
  - c) Report to directly to the Organization’s President
  - d) Adhere to the Organization’s *Human Resources Policy* and all other policies and procedures of the Organization, as amended
  - e) Devote his or her full time and attention during working hours to the business and interests of the Organization
  - f) Act in a manner that promotes a positive and professional public image
  - g) Work all hours as described in Appendix A. Work hours may be varied by the President to meet the varying conditions of the Organization
  - h) Schedule work hours in order to accommodate the changing needs of the Organization which may require evening and weekend work. The Employee acknowledges that this clause constitutes agreement to work such hours
  - i) Record his or her hours worked and submit a time sheet to the President every two weeks

#### Consideration

3. The Organization will pay or provide the Employee consideration as described in **Appendix A**.

4. Consideration payable to the Employee will be of a confidential nature and will not be discussed with other employees or Directors, apart from the President.

#### **Performance Review**

5. The Organization will conduct a regular performance evaluation to evaluate the performance of the Employee and to establish any applicable further objectives, if any, for the Employee. Any revision of the Employee's job description is at the sole discretion of the President, acting reasonably.

#### **Overtime**

6. Hours worked by the Employee in excess of eight (8) hours in a work or forty-four (44) hours in a single week will constitute overtime work. The Employee will seek prior approval from the President prior to working overtime by completing the form attached as **Appendix B**.

#### **Holidays and Vacations**

7. The Employee is entitled to pay during all statutory holidays as described in the Provincial *Employment Standards Code*. When a statutory holiday falls during the course of the Employee's vacation, an additional vacation day is granted.
8. The Employee will accrue vacation and sick days as described in **Appendix A**.

#### **Confidentiality**

##### Non-Disclosure

9. The Employee acknowledges that he or she has been in, and will be entrusted with, possession of Confidential Information, the disclosure of any of which to competitors of the Organization or to the general public would be highly detrimental to the best interests of the Organization. The Employee covenants and agrees with the Organization that he or she will not at any time, directly or indirectly, in any manner or for any reason whatsoever, disclose any Confidential Information to any person, firm, association, syndicate, joint venture, partnership, society, or corporation, and will make no use whatsoever of any Confidential Information (other than in the ordinary and usual course of the business of the Organization) without the prior written consent of the Organization.

##### Return of Information

10. The Employee covenants and agrees with the Organization that upon the Employee ceasing to be employed by the Organization, for whatever reason, or at any other time upon the request of the Organization, the Employee will immediately return any Confidential Information in his or her possession, including without limitation, hard and electronic copies and notes based thereon whether prepared by the Employee or the Organization, to the Organization and will not retain any copies or other reproductions or extracts thereof.
11. "**Confidential Information**" means any technical, corporate, economic, marketing or other information, trade secrets, and know-how concerning past and present contemplated services, products, processes, procedures, and modes for (and of) providing, marketing, distributing, and selling goods or services related to Organization business, including, without limitation, information, knowledge or data relating to training programs, service manuals, formulas, designs, prototypes, compilation of information, data, databases, programs, codes, source codes, routines, algorithms, architectures, methods, techniques, processes, products, devices, equipment or machines, inventories, manufacturing, purchasing, engineering, intellectual property, customer and supplier information, financial information, marketing information, research and development, drawings and technical advice, or concerning the suppliers and customers of the Organization, their names, addresses, preferences, and business requirements

#### **Non-Solicitation**

12. The Employee covenants and agrees with the Organization that:
  - a) Subject as herein provided, the Employee will not (without the prior written consent of the Organization) at any time, during the term of his or her employment with the Organization and for twelve (12) months after his or her employment with the Organization ceases, for whatever reason, either individually or in partnership or jointly or in conjunction with any person or persons, firm, association, syndicate, joint venture, society or corporation as principal, agent, shareholder, employee or in any other manner whatsoever:
    - i. Engage in soliciting any member, customer, participant, client, supplier, or strategic partner of the Organization in order to direct or attempt to direct such members, customers, participants, clients, suppliers, or strategic partners away from the Organization, and/or

- ii. Engage in obtaining or attempting to obtain the withdrawal from the Organization of any employees of the Organization
- b) The restrictions contained in Section 12(a) are reasonable and valid and all defences to the strict enforcement thereof by the Organization are hereby waived by the Employee

### **Non-Competition**

13. The Employee covenants and agrees with the Organization that:

- a) Subject as herein provided, the Employee will not (without the prior written consent of the Organization) at any time, during the term of his or her employment with the Organization and for twelve (12) months after his or her employment ceases, for whatever reason, either individually or in partnership or jointly or in conjunction with any person or persons, firm, association, syndicate, joint venture, society or corporation as principal, agent, shareholder, employee or in any other manner whatsoever carry on or be engaged in, be concerned with, or be interested in a Competitive Business, or advise, lend money to, guarantee the debts or obligations of, or permit his or her name to be used or employed by any person or persons, firm, association, syndicate, society, or corporation engaged in, or concerned with, or interested in a Competitive Business
- b) The restriction contained in Section 13(a) is reasonable and valid and all defences to the strict enforcement thereof by the Organization are hereby waived by the Employee

### **Proprietary Rights and Intellectual Property**

#### Ownership

14. The Employee hereby acknowledges and agrees that:

- a) All Intellectual Property which the Employee, from time to time, conceives, discovers, creates or makes, solely or jointly with others, whether or not during the hours of his or her employment, and whether or not with the use of the Organization's facilities, materials or personnel, during his or her employment by the Organization is the sole property of the Organization and the Employee will, at the Organization's request and expense, take all such steps requested by the Organization to protect the property rights in such Intellectual Property
- b) All Intellectual Property which the Employee makes, discovers, creates or conceives from time to time after termination of such employment which is based on Confidential Information or is suggested by any work which the Employee does or did for or on behalf of the Organization is the sole property of the Organization and the Employee shall, at the Organization's request and expense, take all such steps requested by the Organization to protect the property rights in such Intellectual Property

15. "Intellectual Property" means ideas, concepts, works, discoveries, data, and information, whether patentable or not and whether subject to copyright or not, including, but not limited to, anything that constitutes Confidential Information, all products, devices, processes, methods, software, algorithms, formulas, and techniques as well as improvements thereof or "know how" related thereto and suggestions of improvements to existing practices, products or designs or "know how" related thereto and also all intellectual property rights therein including, without limitation, patent, copyright, industrial design or any other proprietary rights which relate in any manner to any aspect of any activities or prospective activities of the Organization

### **Conflict of Interest**

15. The Employee agrees not to be engaged in any other employment in any other capacity of any other activity that interferes with the provisions of the services contemplated herein, or that is for the benefit of any person, corporation, society, or third party whose business interests are either competitive or in conflict with the business interests of the Organization.
16. The Employee agrees not to undertake, involve, or associate with any activity or third party that would be considered by the Organization, in its sole discretion, as representing a conflict of interest.
17. This Agreement is conditional upon the Employee disclosing, prior to executing this Agreement, any potential conflict of interest, whether directly or indirectly, in which the Employee is involved.

### **Assignment**

18. The Employee will not assign, either directly or indirectly, any obligation or entitlement that he or she has under this Agreement without express written consent of the Organization

**Term**

19. This Agreement will start on the \_\_\_ day of \_\_\_\_\_, 20\_\_ and will terminate in accordance with this Agreement.

**Termination**

20. The Employee will give written notice of his or her intention to terminate this Agreement, which will terminate accordingly, in accordance with the *BC Employment Standards Act*.
21. The Organization will give written notice or pay in lieu of notice, in accordance with the *BC Employment Standards Act*, of its intention to terminate this Agreement without cause which will terminate accordingly. The Employer will also provide any other minimum rights, benefits and entitlements that the Employee then has under the *BC Employment Standards Act*. Without restriction, and for purposes of clarity, the Employee's benefits will be continued for the minimum period and to the minimum extent required by the *BC Employment Standards Act*. The Employee acknowledges that the foregoing provisions are in satisfaction of and substitution for any and all statutory and common law rights, including without limitation, any right to reasonable notice of termination.
22. The Organization may terminate this Agreement without notice, or pay in lieu of notice, in any of the following circumstances:
- a) With Cause
  - b) During the Employee's first three (3) months of employment (the Probationary Period)
  - c) Upon the Employee's death
23. "Cause" – Includes, but is not limited to, the Employee neglecting his or her common law obligation to the Organization or duties described herein, is convicted of any material crime or offense, fails or refuses to comply with the Organization's oral or written policies or Directors, is guilty of misconduct in connection with the performance of his or her duties hereunder, materially breach affirmative or negative covenants or undertakings hereunder or is guilty of any other conduct which would make continued employment by the Organization prejudicial to the best interests of the Organization.
24. Upon termination of this Agreement, the Employee will immediately return all of the Organization's property and proprietary interests
25. None of the provisions of this Agreement will relieve the Employee from the Employee's duty to mitigate any and all damages from the termination of this Agreement or the employment of the Employee
26. The Parties confirm that the notice or pay in lieu of notice provisions contained in this Agreement are fair and reasonable and upon any termination of this Agreement by the Organization, or upon any termination of this Agreement by the Employee, the Employee will have no action, cause of action, claim, or demand against the Organization or any other person or corporation as a consequence of such termination.

**Governing Law**

27. This Agreement will be governed by and construed in accordance with the laws of the Province of\_\_\_\_\_.

**Notices**

28. Notices and correspondence required to be sent to any party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above. Any change in address will be notified to the other Party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for facsimile.

**General**

29. No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
30. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.

31. This Agreement constitutes the sole and entire agreement between the Parties, and supersedes any previous agreements, understandings and arrangements between the Parties. Any amendments hereto are enforceable only if in writing and signed by each of the Parties.
32. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
33. This Agreement has been executed by an authorized signatory of each Party who is duly entitled to represent and bind the Party.
34. The Employee and the Organization hereby agree to abide by the terms and conditions outlined in this Agreement. To evidence their agreement, the Parties have signed this Agreement.

**THE PARTIES HEREBY AGREE** to abide by the terms and conditions outlined in this Agreement.

The parties have signed this Agreement the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Organization**

**Employee**

\_\_\_\_\_  
Per:

\_\_\_\_\_  
Per:



## APPENDIX A - Job Description

### Scope of Services

1. The Employee will:

***INSERT JOB DESCRIPTION***

### Hours of Work

2. The Employee will work a minimum *forty (40) hour work week* subject to holidays, vacation, sick leave and building closures as follows:
  - a. *List WORKING SCHEDULE*

### Consideration

3. The Organization will pay or provide the Employee consideration as follows:
  - a) Salary in the form of the following:
    - i. *An annual gross base salary of \_\_\_\_\_ dollars (\$x,xxx.xx) less statutory deductions, which will be payable twice monthly (15<sup>th</sup> and 30<sup>th</sup> of each month) OR*
    - ii. *An hourly rate of \_\_\_\_\_dollars (\$x.xx) less statutory deductions, which will be payable twice monthly (15<sup>th</sup> and 30<sup>th</sup> of each month) upon the submission of a time sheet*
  - b) Reasonable out-of-pocket expenses properly incurred in the course of employment, subject to the delivery of appropriate statements and receipts. Any personal expense item over one hundred dollars (\$100.00) must be pre-approved for reimbursement
  - c) Any parking payment required at the offices of the Organization
  - d) One hundred percent (100%) of benefits in accordance with the Organization's Insurance Benefits Plan. (Long Term Disability Coverage is to be paid one hundred percent (100%) by the Employee).

### Vacation and Sick Leave

4. The Employee will accrue \_\_\_\_\_ weeks (\_\_\_\_\_ working days) vacation during each year of employment. Vacation days are to be pre-approved by the President (or designate) and the President (or designate) may impose a specific vacation schedule. A maximum of five (5) days of vacation may be carried over from one fiscal year to the next.
5. The Employee is entitled to five (5) paid days of sick leave per fiscal year. Sick leave is to be used only if the Employee cannot attend work because of personal illness or injury. The Organization reserves the right to require a detailed doctor's certificate as a prerequisite for the approval of paid sick leave. Any unused sick leave will expire each calendar year and will not be carried forward.

***OR***

6. *The Employee will accrue four (4%) percent vacation pay per hour worked for the Organization.*

**APPENDIX B – Overtime / Time-in-Lieu Request Form**

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

**Job Title:** \_\_\_\_\_

**Month:** \_\_\_\_\_

Date	# of Overtime Hours Requested	Reason for Overtime Hours	Approval (Signature Required)	Scheduled Time-in- Lieu to be Taken (Date and Hours)
TOTAL				

**Staff Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**President’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Template – Volunteer Agreement

“Organization” refers to: \_\_\_\_\_

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / Postal Code: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Alt Phone: \_\_\_\_\_

Birth Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Gender Identity: \_\_\_\_\_

Other Information: \_\_\_\_\_

**The Volunteer and the Organization** have agreed to enter into a volunteer relationship and wish to reflect the terms of their agreement in writing;

**THIS VOLUNTEER AGREEMENT CONFIRMS** that the Parties have mutually agreed as follows:

### Volunteer

1. The Parties agree and acknowledge that the relationship intended by this description of expectations is NOT legally binding agreement or employment relationship.

### Criminal Record Check

2. Upon the request of the Organization, the Volunteer agrees to obtain and submit materials required by the Organization’s *Screening Policy*. Failure to participate in the screening process will result in ineligibility to volunteer with the Organization.

### Responsibilities of the Volunteer

3. The Volunteer will:
  - a) Comply with the Bylaws, policies, procedures, rules and regulations of the Organization, including complying with any contracts or agreements executed with or by the Organization
  - b) Devote his or her full time and attention during volunteer hours to the business and interests of the Organization
  - c) Complete the duties as described in **Appendix A**, if any
  - d) Comply with the following expected standard of ethical conduct at all times, while volunteering with the Organization:
    - i. Demonstrate through words and actions the spirit of sportsmanship, sports leadership and ethical conduct
    - ii. Treat others with respect and refrain from negative or disparaging remarks or conduct
    - iii. Ensure the rules of the sport and the spirit of such rules are adhered to
    - iv. Avoid and reject the non-medical use of drugs or methods
    - v. Refrain from any behaviour that constitutes harassment, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading or malicious
    - vi. Refrain from any behaviour that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual advances or conduct of a sexual nature
    - vii. Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
    - viii. Adhere to all Federal, Provincial, Municipal or host country laws

### Expenses

4. Upon the approval of the Organization, the Organization will reimburse the Volunteer reasonable out-of-pocket expenses properly incurred in the course of volunteering for the Organization payable in accordance with the

Organization’s established procedures and approved rates upon the Volunteer submitting an expense claim and applicable receipts.

#### **Confidential Information**

5. Confidential Information includes, but is not limited to, software, know-how, trade secrets, technical personal information, and business information relating to the Organization’s plans, development models, inventions, products, services, finances, customers, members, marketing, future business and sponsorship plans and any other information which is identified as confidential by the Organization. It also includes third party information which is received by the Organization in confidence, including information received from clients, customers, potential business partners, sponsors, buyers and others.
6. The Volunteer agrees:
  - a) Agrees not to publish, communicate, divulge or disclose to any unauthorized third party or parties any Confidential Information, without the prior written consent of the Organization.
  - b) Not to allow other persons or third parties access to the Confidential Information.
  - c) To comply with privacy legislation.
  - d) To use Confidential Information solely as may be required in connection with the Volunteer’s responsibilities to the Organization.

#### **Image Release**

7. The Volunteer authorizes the Organization to photograph and/or record his or her image and/or voice and to use this material to promote the Organization through the media of newsletters, websites, television, film, radio, print and/or display form. The Volunteer further consents that the materials and copyright will remain the sole property of the Organization.

#### **Intellectual Property**

8. Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, brands and other works produced by the Volunteer will be owned solely by the Organization, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. Upon the request of the Organization or termination of this Agreement, the Volunteer will return all Confidential Information and propriety information received in written or tangible form, including copies, or reproductions or other media, immediately of such request.

#### **Term and Termination**

9. This Agreement will start on the \_\_ day of \_\_\_\_\_, 20\_\_ and will terminate on the \_\_ day of \_\_\_\_\_, 20\_\_, unless terminated earlier in accordance with this Agreement. There will be no automatic renewal of this Agreement. Volunteers wishing to continue volunteering must re-apply and execute a new agreement.
10. Either Party may terminate this Agreement immediately upon providing the other Party with written notice of its intention to terminate this Agreement, which will terminate accordingly.

#### **Assignment**

11. The Volunteer will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent of the Organization.

#### **General**

12. The Volunteer hereby agrees to abide by the terms and conditions outlined in this Agreement. To evidence his or her agreement, the Volunteer has signed this Agreement.

#### **Volunteer**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SECTION X – PROGRAMMING

### Jurisdiction

Swim Clubs are limited or restricted in terms of what programming they can provide their members. Swimming Canada and Swim BC have programming requirements that clubs must offer in order to maintain membership with the national and/or provincial body. These requirements are framed within the sanction rules for competition; competition technical rule; competition standards and entry requirements; Athlete Development frameworks; Coaching certification minimum standards; official's certification and others.

Swim Clubs need to take these restrictions and requirements into consideration when building programming for members. By virtue of Sport Canada mandate, Swimming Canada and Swim BC must follow the Long-Term Athlete Development (LTAD) program, and as such require all clubs to comply with that model. A swim club cannot unilaterally decide to ignore that model.

Some competition rules of conduct, and or meet formats can usually be modified slightly without risking termination of membership or loss of sanction, but clubs must be aware that local or regional rules are just that and may not be in effect in provincially sanctioned competitions.

### Fundraising and Sponsorship

Other than the performance-based Club Grant, Swim BC does not directly fund clubs and rarely do the club dues contribute enough money to operate a club. Swim BC encourages this funding gap is to be filled by sponsorship or fundraising. Fundraisers often have a particular goal or event for which the funds are being collected. A structure should be in place to guide how these funds are raised, held, and spent. If individuals are asking for money on behalf of the swim club, there should be a clear statement as to how those funds are managed. A Fundraising Policy **Template – Fundraising Policy** that identifies how a club can approve a fundraising venture and how donors can be contacted would provide a structure for fundraising.

Sponsorship is more restrictive than fundraising. Organizations should first check with Swim BC to determine if there are any restrictions on sponsor logos on suits, caps and deck attire, or on the types of sponsors that can be solicited (i.e., alcohol, tobacco or cannabis related products, companies etc.). The club itself should also set boundaries for sponsorship similar to how fundraising standards are determined. Notably, funds acquired from sponsors or from fundraisers must be claimed on the club's financial report as part of the revenue/funds for the club.

### Team Selection

Swim clubs are occasionally tasked with selecting individuals to attend special training or competitive opportunities. Just because the selection process is not as high level as a national or provincial selection camp does not mean the selection process can be lax in its fairness. As a higher standard of practice, clubs should have selection policies that have the following sections:

- Purpose (the event for which the policy is being used)
- Objective (the overall purpose of the selection as well as the number of athletes being selected and in which categories)
- Eligibility (age, citizenry (some events), residency, membership in good standing, signed agreements/contracts/codes of conduct)
- Selection Process (the entire selection process from start to finish, contingency for pre-selection or medical exemption, performance criteria the athletes must meet, weighting of objective and subjective criteria, ranking athletes, scoring system, how ties are broken, selection of alternate athletes, timelines, accommodating injury, addressing unforeseen circumstances)
- Authority for Selection (which body/group/coach serves as a 'selection committee' and selects athletes, how they are determined, why they cannot have a conflict of interest, what criteria they use for selection (referencing the above section))
- Dismissal (how athletes, once selected, may be dismissed from the team)
- Appeals (referencing the *Appeal Policy* and how to appeal the selection decision)
- Alternate Athletes (describing how and when replacement athletes are selected to fill in for athletes who become ill or injured)

- Appendix (includes all of the forms/data sheets/scorecards/ranking systems/performances that the selection committee uses in their selection decision)

**Template – Selection Policy (Individual)**

Selection decisions can be appealed under the club's *Appeal Policy*. Ideally this process is limited or does not occur because the selection process was well-written and clear. Clubs are not held to the same standard as a national or provincial association because the selection stakes are not as high. It would not be uncommon to see a selection process that is simply the coach's discretion on which athletes should be named to the team. However, the coach must still be free from bias and conflict of interest.

## Template – Fundraising Policy

“Organization” refers to: \_\_\_\_\_

### Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Venture*” – A fundraising proposal that is project-specific or event-specific
  - b) “*Sanctioner*” – The Organization
  - c) “*Donors*” – The parties (groups, organizations, individuals) that are solicited for funds

### Purpose

2. The Organization supports raising funds through fundraisers and suggests that each team or participant consider its own fundraising activities. This Policy will assist both the Organization and its teams and participants with making proper and informed decisions about fundraising; particularly so that all fundraising ventures have a likelihood of profitability, effectiveness, efficiency, and are reflective of the Organization’s values.

### Application of this Policy

3. This Policy applies to the Organization and its teams and participants.

### Fundraising Principles

4. The Organization and its teams and participants shall consider and apply the following principles when determining whether or not to approve a fundraising Venture:
  - a) Profitability; whether or not the result of the Venture is expected to exceed the time and resources invested in its implementation
  - b) Feasibility; that the Venture is able to be executed and monitored
  - c) Cost-effectiveness; that all costs (both up-front and hidden) must be factored into the expenses of the Venture
  - d) Jurisdiction; that the team or participant receiving the benefits of the Venture is identified and clarified
  - e) Adheres to values; that the Venture must be in line with the values of the Sanctioner
  - f) Unconfirmed income; that the funds raised from the Venture must not be budgeted as hard revenue
  - g) Tax receipts; that the Venture must respect all federal and provincial laws and regulations governing fundraising and tax receipts

### Pre-Venture Procedure

5. The group, committee, person, or entity proposing a Venture must submit a written proposal that answers the following questions:
  - a) What is the Venture?
  - b) How long will the Venture last?
  - c) Is the Venture province-wide or regional?
  - d) What potential Donors will the Venture solicit for funds?
  - e) What staff resources from the Sanctioner will be required?
  - f) What other expenses will be required to start or maintain the Venture?
  - g) Will the Sanctioner be required to partner with a group, company, or organization?
  - h) What funds, resources, or other benefits are expected to be gained from the Venture?
  - i) Who benefits from the Venture and what is the distribution of benefits?
  - j) What can go wrong with the Venture and how have these risks been managed?
6. The proposal must be submitted to the Sanctioner for approval before the Venture may begin. The Sanctioner shall approve or reject the proposal within fifteen (15) days of receiving it.
7. If the proposal is rejected, the Sanctioner shall explain reasons for the rejection. A revised proposal may be submitted to be accepted or rejected by the Sanctioner within ten (10) days of receiving the revision.

**Organization Approval**

8. The Organization must approve any Ventures that are intended to be province-wide and that may solicit funds primarily from outside the region. Further, any Ventures that may be in direct competition or conflict (in terms of location or Donors solicited) with Ventures from other organizations must also be approved by the Organization.
9. Approval must be obtained from the Organization before any Venture is initiated that is radical, unusual, or that contravenes sections of this Policy.

**Solicitations**

10. Donors solicited must receive informed, accurate, and ethical advice about the value and tax implications of contributing to the Venture.
11. All communication with Donors must be accurate, reflect the Sanctioner's values, and conform to this Policy.

**Post-Venture Procedure**

12. Once the proposal has been approved, and during and after the Venture's fundraising activities, the Venture must:
  - a) Comply with all applicable local, provincial, and federal laws
  - b) Not engage in activities that harm members or volunteers, that conflict with ethical or legal obligations (pursuant to the Organization's *Code of Conduct and Ethics* and the Organization's *Conflict of Interest Policy*), or that exploit a relationship with a potential Donor, member, employee, or volunteer
  - c) Track all funds and benefits collected, record all expenses, and determine the net result of the Venture
  - d) Distribute benefits and funds as per the Venture's proposal
  - e) Seek approval from the Sanctioner before distributing funds and benefits outside of the scope of the proposal
13. When the Venture has concluded, a report must be submitted to the Sanctioner detailing the result of, and distribution of funds and benefits from, the Venture. If approval from the Organization was required for a Venture (under the **Organization Approval** section of this Policy) a report must also be submitted to the Organization



## Template – Selection Policy (Individual)

“Organization” refers to: \_\_\_\_\_

**Note:** The yellow text indicates where the organization would insert content specific to the organization. The green italicized notes are endnotes that are directions for the organization and would be deleted before the publication of the policy.

### SECTION 1 – PURPOSE

---

The purpose of this document is to set out the process that will be used by the Organization to select athletes to represent the Organization at the [EVENT].

### SECTION 2 – OBJECTIVE

---

The objective of this selection policy is to select [TOTAL ## of ATHLETES] athletes who will participate in the [EVENT]. Athletes are selected in the following categories:

- [CATEGORY] (## athletes)
- [CATEGORY] (## athletes)

[GENDER and ## of COACHES? CHAPERONES?]

### SECTION 3 – ELIGIBILITY

---

To be eligible for selection, the athletes must be:

- [YEAR of BIRTH RESTRICTIONS FOR EACH CATEGORY]
- Canadian Citizens, or eligible for Canadian Citizenship and actively pursuing either Citizenship Certificates or Canadian Passports
- Members in good standing with the Organization
- Agree to adhere to the Organization’s policies
- [ADDITIONAL ELIGIBILITY REQUIREMENTS]

Once selected, the athletes will be expected to be training towards, and meet the physical standards expected by, the [EVENT].

*Section 3 endnotes: This section describes how athletes can become eligible to be selected. Check to see if there are additional eligibility requirements.*

### SECTION 4 – SELECTION PROCESS

---

Athletes participate in [competition name]. Athletes may be exempted from participation in the [competition name] due to sickness, injury, or other circumstances. These athletes shall still be eligible for selection provided they have a signed letter from a medical professional and approval from the Organization.

[CAN ATHLETES BE PRE-SELECTED? HOW?]

[ARE THERE ANY RESTRICTIONS ON ATHLETE PARTICIPATION?]

*Notes: The preliminary part of this section explains how athletes qualify for the selection process, if they can be exempted, if they can be pre-selected, and if there is a limit on the number of athlete participants. Exemptions and pre-selections are usually decided in advance by the Organization.*

#### *Tryouts*

**[ARE TRYOUTS NECESSARY?]**

**[ARE THERE ANY RESTRICTIONS ON THE NUMBER OF ATHLETE PARTICIPANTS?]**

**[WHAT TYPE OF COMPETITION?]**

**[IS THERE A RANKING SYSTEM? WHAT IS IT?]**

**[ARE THERE MORE CRITERIA FOR SELECTION – IN ADDITION TO THE RESULT OF THE COMPETITION OR THE RANKING OF ATHLETES?]**

**[IS THERE A BODY THAT CHOOSES WHICH ATHLETES ADVANCE?]**

**[ARE THERE ALTERNATE ATHLETES? HOW MANY? HOW ARE THEY DETERMINED?]**

*Notes: This subsection is used to explain the format of the competition, the rating system, how athletes are ranked, and if there is a group that includes other criteria (in addition to athlete ranking) when deciding which athletes advance. Athletes may advance automatically due to their results and it is possible that, at this stage of the selection process, a Selection Committee does not exist. Alternate athletes are not always designated at this stage of the selection process.*

#### *Tie-Breaking*

**[IF THERE IS A TIE – HOW IS IT BROKEN? WHO DECIDES?]**

#### *Timelines*

The **[TRYOUTS]** shall be held within a time period, determined by the Organization before the **[EVENT]**.

#### *Unforeseen Circumstances*

If unforeseen circumstances arise which do not allow for this selection process to be implemented as outlined in this document, the Organization reserves the right to identify an alternate process or alternate timelines. Should this occur, all candidates for selection will be notified of these changes in a timely manner.

**[IF THE ORGANIZATION ALREADY HAS AN ALTERNATE PROCESS – WHAT IS IT?]**

*Notes: Some Organizations already have an alternate athlete selection process – to be used in the event of poor weather, lack of ice time, or other unforeseen circumstances*

*Section 4 endnotes: Section 4 should be the longest section in the document. It describes the entire athlete selection process from start to finish. Athletes should be able to read this section and know exactly what they have to do in order to be selected. If the Selection Committee uses an evaluation form or another measure of athlete rating – that form or document should be referenced as an appendix and included at the end of this policy.*

## SECTION 5 – AUTHORITY FOR SELECTION

---

The Organization shall appoint member(s) to be responsible for managing the selection of athletes to the [EVENT]. The member(s) shall be known as a Selection Committee and are responsible for monitoring the [TRYOUTS] and liaising with the selected athletes.

The Selection Committee must be free from actual and perceived conflict of interest and, where conflict of interest may exist, Committee members must identify the conflict and excuse themselves selection decisions where there is a conflict. Parents of athletes, or other individuals deemed by the Organization to have special interest in the selection process, are not permitted to be members of the Selection Committee.

Using the criteria outlined in Section 4, the Selection Committee will select [## of ATHLETES] who will attend the [EVENT].

*Section 5 endnotes: This section describes the composition of the athlete Selection Committee. Some Organizations will have a standing committee for athlete selection. Other Organizations will simply designate the Head Coach to be the entire Selection Committee. In both cases, the Selection Committee must not have a conflict of interest for any of its selections.*

## SECTION 6 – DISMISSAL

---

An athlete may be dismissed if the athlete:

- Fails to remain a member in good standing with the Organization
- Fails to meet performance expectations
- Fails to train towards, or meet the physical standards expected by, the [EVENT]
- Exhibits conduct that is detrimental to the image of the Organization
- Is unable to perform due to injury, illness or other medical reasons as determined by the Organization's medical staff

### [DO ATHLETES NEED TO ATTEND EVENTS OR DO ANYTHING SPECIFIC IN ORDER TO REMAIN SELECTED?]

When necessary and appropriate, an athlete may be replaced by an alternate athlete (provided the alternate athlete is still eligible).

*Section 6 endnotes: This section describes how an athlete would be dismissed after being selected. Some Organizations require athletes to attend specific competitions or compete regularly before the major event..*

## SECTION 7 – APPEALS

---

Appeals of selection decisions will be heard and decided in accordance with the Organization's *Appeal Policy*.

## SECTION 8 – INJURED and REPLACEMENT ATHLETES

---

The coaches and/or the Selection Committee may apply to the Organization's Board to remove any athlete from any stage of the athlete selection process. Reasons for removal can include: becoming no longer eligible for participation (under Section 3), injury, illness, or misconduct. Reasons for removal will be communicated by written letter to the athlete from the Organization.

The Selection Committee shall designate alternate athletes in each category. **[IS THERE AN ALTERNATE ATHLETE SO DESIGNATED BY VIRTUE OF THE ATHLETE'S RANKING?]** Alternate athletes may be selected if one or more of the originally selected athletes are dismissed prior to the **[EVENT]**.

If the alternates have not kept up their physical fitness or are unavailable or uninterested, the Selection Committee may approach other athletes who attended the **[TRYOUTS]** to be named as alternates. Alternate athletes may be included in any training or competitions taking place prior to the **[EVENT]** so that they are prepared if called upon.

*Section 8 endnotes: This section describes how selected athletes can be replaced by alternate athletes. Occasionally alternate athletes are designated automatically – for example if the athlete finished in 5<sup>th</sup> place and the top 4 athletes were selected. Typically, the Selection Committee has discretion when designating alternate athletes.*

## SECTION 9 – COACH SELECTION PROCESS

---

The Organization has the authority to select the coaches who will attend the **[EVENT]**. **[IS THERE AN APPLICATION PROCESS?]**

The Organization shall appoint member(s) to be responsible for selecting coaches for **[EVENT]**. The member(s) shall be known as a Coach Selection Committee. The Coach Selection Committee must be free from actual and perceived conflict of interest and, where conflict of interest may exist, Committee members must identify the conflict and excuse themselves from selection decisions where there is a conflict. Parents of athletes, or other individuals deemed by the Organization to have special interest in the selection process, are not permitted to be members of the Coach Selection Committee.

**[ARE THERE PRE-REQUISITES FOR COACHES TO BE SELECTED? CERTIFICATION, BACKGROUND CHECK, KNOWLEDGE LEVEL, SKILLS, ETC?]**

**[WHAT WILL THE COACH SELECTION COMMITTEE CONSIDER?]**

**[ARE THERE ADDITIONAL CONSIDERATIONS? DIVERSITY, LOCATION, GENDER, NEW COACHES, ETC?]**

**[CAN COACHES BE PRE-SELECTED?]**

The Coach Selection Committee shall select **[## of COACHES]** to attend the **[EVENT]**. The Coach Selection Committee reserves the right to select coaches from outside the pool of applicants.

The Coach Selection Committee reserves the right to dismiss a coach if, in its estimation, the coach is not sufficiently preparing the athletes for the **[EVENT]** or if there are other legitimate reasons, as determined by the Coach Selection Committee or the Organization, for dismissal.

*Section 9 endnotes: This section describes how coaches are selected by the Organization. The Organization does not always give itself authority to select coaches – sometimes coaches are selected automatically based on their region or the athletes who were selected. In those cases, this section may not be required. The event's technical package may have specific certification or other requirements for coaches. Organizations may not have a standing Coach Selection Committee and may simply choose to designate a single person to take responsibility for coach selection. If there was an application process for coach selection, the Organization should give itself discretion to choose a coach from outside of the pool of applicants.*

## APPENDIX A – EVALUATION FORMS

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**[ARE THERE EVALUATION FORMS OR RANKING SHEETS FROM THE ATHLETE SELECTION PROCESS (SECTION 4) THAT NEED TO BE ATTACHED AS APPENDICES?]**

## SECTION XI – FINANCES AND CORPORATE MAINTENANCE

### Corporate Requirements

Every incorporated organization is required to maintain a corporate profile with the BC Registry. Reporting requirements to ensure the profile is up to date include filing an Annual Report within 30 days of the annual general meeting; and reporting the active Directors. Other requirements (Change of Directors, Change of Address

### Record Keeping

Organizations are required, by law, to keep various records. Other records should be kept by a prudent organization even if there is no legal requirement. Organizations can have a policy for record-keeping or describe record-keeping responsibilities in their other policies or committee terms of reference. The following records should or must be kept:

RECORD	REQUIRED BY
Incorporation Certificate	
By-laws and any amendments	
Minutes from any meeting of Members	
Resolutions from the Members	
Minutes from any meeting of Directors or any committee of Directors	
Resolutions from the Directors and any committee of Directors	
Register of Directors, including names, addresses, and appointment dates	
Register of Members, including names, addresses, dates of member admission and cession, and class of membership	
Annual Financial Statements	
Adequate accounting records	
Employee record including name, address, date of birth, occupation, starting date of employment, regular and overtime wage, hours worked each day and week, vacation start and end dates, changes to wage and overtime rate, documentation related to leave, and documentation related to termination	Employment Standards Act
Employee record, including regular and overtime work, wage rate and overtime rate, earnings per pay period, deductions and reasons for each deduction, and time off in lieu of overtime provided and taken	Employment Standards Act
Conflict of Interest declarations	Conflict of Interest Policy
Complaint and appeal decisions	Discipline and Complaints Policy, Appeal Policy
Director Agreements	
Candidate Qualification forms	
Screening Disclosure forms and Criminal Record Checks	Screening Policy

Volunteer Agreements	
Registration forms	
Waivers	
Assumption of Risk forms	
Travel Consent forms	

Records must be kept for a different length of time depending on the legislation. However, organizations should want to retain all important records indefinitely. For records required to be kept under the *BC Employment Standards Act*, the organization is required to retain payroll records for four years. But again, organizations may want to keep these records for longer.

Records related to the *BC Societies Act* (eg: statement of directors, register of directors, register of members, minutes of each meeting of members, a copy of each ordinary and special resolution other than those contained in minutes, financial statements and/or auditors reports all are required to be maintained for 10 years.

Other records which are temporary or based on certain individuals (like Candidate Qualification forms for Directors and Conflict of Interest declarations) do not have to be kept for any specific length of time but should certainly be kept until the individual's term of engagement with the organization has ended.

#### Access

Records kept under the BC Societies Act can be accessed at all times by Directors during the regular operating hours of the organization. The organization must also provide records to Directors free of charge. Members are entitled to free copies of the bylaws (these are commonly posted on the organization's website) and may request access to the register of Members – but only the Members' names and addresses; the minutes of Directors Meetings and accounting records for each financial year.

Some records that include personal information of Members (such as the details kept in the registry of Members) are subject to privacy legislation including the Personal Information Protection Act (PIPA) and the Personal Information and Protection and Electronic Documents Act (PIPEDA). Per the organization's *Privacy Policy*, a Member may request that the organization disclose to the Member any personal information that has been retained.

#### Location

Records should be stored at the head office of the organization or at a location the Directors determine. The President or Secretary of the organization may need the most regular access to records and keeping the documents with this person may be most sensible.

#### Finance and Accounting

As part of an incorporated organization's legal reporting responsibilities, it must keep up-to-date financial records that, depending on the organization's financial status, may need to be audited at the end of the organization's financial year. The financial statement and accounting methods should be described in the organization's Financial Policy **Template – Financial Policy**.

## Template – Financial Policy

“Organization” refers to: \_\_\_\_\_

### Definitions

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

### Purpose

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

### Budget and Reports

4. The Organization’s Board will develop and approve an annual budget which will contain the Organization’s total anticipated expenditures and revenues.
5. The Treasurer (or designate) will, at each meeting of the Board, present an interim financial statement (which includes revenues and expenditures) to the Board for approval.
6. The Treasurer (or designate) will, at the Annual General Meeting, present Financial Statements as required by applicable legislation and any other report as determined by the Board.
7. The financial statements of the Organization will be audited by an auditor appointed by the Board, if required by the *Provincial Act*.

### Fiscal Year

8. The Organization’s fiscal year will be as described in the Bylaws.

### Banking - Revenue

9. Registration fees shall be reviewed annually by the Treasurer who will make recommendations to the Board; which shall approve fees for each year well in advance of the start of the registration year.
10. All money received by the Organization will be placed into a general fund and will be used for all necessary and permitted purposes for the operation of the Organization, as determined by the Organization’s Board.
11. All money received by the Organization will be deposited, in the name of the Organization, with a reputable financial institution.

### Signing Officers

12. All contracts, documents, or any other instruments in writing requiring the signature of the Association shall be signed by at least two of the following:
  - a) President
  - b) Treasurer
  - c) A Director appointed by the Board as a signing authority
13. Any contracts, documents or any other instruments in writing which have been approved in the Organization’s budget that are under \$10,000 are not subject to this section and may be executed by the Treasurer or any individual delegated such signing authority by the Board.
14. All cheques under \$10,000 require signatures from two (2) of the following:
  - a) President

- b) A Director appointed by the Board as a signing authority

15. All cheques of \$10,000 or above require signatures from two (2) of the following:

- a) President
- b) Two Directors appointed by the Board as signing authorities

16. All cheques payable to any signing authority will not be signed by that signing authority.

#### **Expenses**

17. Requests for purchases require the following:

- a) All purchases must be approved by the Treasurer (or designate)
- b) Purchases over \$5,000 also require the approval of the Organization's Board

18. All expenses will be supported with receipts and must be detailed to budget items, projects, or functions by the Organization's Treasurer.

19. Approved expenses are to be claimed and reported no later than thirty (30) days following the date of the expense. Expenses submitted beyond the thirty (30) day reporting requirement will be paid only upon the Board's approval.

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

#### **Accounts**

21. Accounts receivable terms are net ninety (90) days from the date of invoice.

22. Accounts payable will be paid within the terms of the supplier invoice. Where no terms are specified, accounts will be paid within thirty (30) days.

#### **Credit Card**

23. With the approval of the Board, the Organization may acquire credit cards for the use of staff members who are required to make purchases on a regular basis for travel, accommodation, and other expenses related to their duties on behalf of the Organization. The Board will determine who receives credit cards and what the credit card limits will be.

24. Credit card holders will be responsible for all charges made on credit cards issued in their name.

25. Credit cards must only be used for authorized payments that include:

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

26. For the purposes of this Policy, expenses included in an annual Organization budget as approved by the Board are considered to be authorized. Expenses that fall outside the approved budget must be approved before being charged to an Organization credit card.

27. Credit cards are not to be used for any personal expenses and may not be used for meal purchases except with prior authorization.

28. All expenses charged to a credit card should be supported by a credit card receipt issued by the merchant or a detailed supplier invoice to confirm that the expenses are properly incurred on Organization business.

29. Under no circumstances are cash advances to be drawn on Organization credit cards.

30. In addition, the following individuals have credit card responsibilities:

- a) Cardholders must:



- i. not allow another person to use the card
  - ii. protect the pin number of the card
  - iii. only purchase within the credit limit of the card
  - iv. notify the credit card company if the card is lost or stolen
  - v. keep the card with them at all times, or in a secure location
  - vi. forward to the Organization's Treasurer, on a monthly basis, all receipts for expenses charged to the card in the previous month
  - vii. surrender the credit card upon the cardholder ceasing to perform the role for which the card was issued
- b) The Organization's Treasurer must:
- i. ensure that each credit card issued to an individual is paid in full on a monthly basis
  - ii. review and reconcile each credit card statement on a monthly basis
  - iii. bring to the attention of the Board any credit card expense which does not appear to be authorized under this policy
  - iv. recover from the cardholder any funds owing for unauthorized expenses

### Expense Claims

31. Representatives may submit expense claims to the Treasurer (or designate) for personal expenses incurred in performing their duties for the Organization. Generally, only expenses pre-approved by the Organization's Treasurer (or designate) will be reimbursed - and only within three months of the incurred expense. Expense claims must include:
- a) The exact amount each separate expense
  - b) The date on which the expense occurred
  - c) The place and location of the expense
  - d) The purpose of the expense
  - e) A receipt for the expense
32. Organization Representatives may submit expense claims to the Organization's Treasurer (or designate) for travel and/or accommodation expenses for conferences, tournaments, provincial meetings, or national meetings; provided the expected expense reimbursement amount is pre-approved by the Organization Treasurer (or designate).
33. Generally, no cash advances will be provided. If there is a need for a cash advance, a request must be made to the Treasurer for approval of the advance.
34. Expenses will be reimbursed in amounts outlined in the following table:

Expense	Rate	Notes
Travel – Mileage up to 50 km return travel	Nil	
Travel – Mileage over 50 km return travel	\$0.50 per kilometre	
Travel – Air	Lowest economy	Prior approval required
Breakfast	\$10.00	Receipts not required
Lunch	\$15.00	Receipts not required
Dinner	\$25.00	Receipts not required
Full Day	\$50.00	Receipts not required
Accommodation	Double occupancy	All personnel unless specified
Accommodation	Single occupancy	Only the President
Incidental expenses	Actual cost	Receipt required

35. The Organization will not reimburse for costs above the specified rates without prior approval of the Treasurer. Where costs above the specified rates are approved, receipts must be provided.

**Travel and Accommodation Expenses**

36. Air travel is to be booked through the Organization whenever possible. Air travel including fares and itineraries is to be approved in advance by the Treasurer. In no circumstance will fares above the economy fare be reimbursed. Car travel will be reimbursed at the mileage rate specified in this Policy. Car rentals will be reimbursed where authorized. Reimbursement will be for compact size cars through an authorized agency at the most economical rate possible. Individuals are expected to travel as foot-passengers where possible. Advance booking fees will be reimbursed where required by the nature and purpose of the travel.
37. Whenever possible, the Representatives who are attending the same event should travel together and stay with friends or event organizers where possible. However, only the driver may submit car-related expenses
38. Accommodation will be reimbursed based on single occupancy for the Organization's President. All other accommodation will be reimbursed based on double occupancy.
39. The Organization will not provide reimbursement for parking tickets, speeding tickets or fines for any other violations.
40. A Representative attending an event where meals are not provided may request a per-diem allowance before attending the event. Per-diem rates are listed in the above table and do not require receipts. Individuals will not be reimbursed where meals are provided as part of an event or where meals are included in the accommodation rate.

**Other Expenses**

41. Organization Representatives may be reimbursed for long distance telephone calls provided the expenses were Organization-related. Expense claims for telephone expenses must include the name of the person called, his or her connection to the Organization, and the purpose of the call. Telephone expenses in excess of \$80.00 will not be reimbursed.
42. Actual and reasonable expenses for items such as parking, telephones and copying may be reimbursed. Receipts must be provided for all such expenses.

**Signing Authority – Other Documents**

43. In the absence of any resolution to the contrary passed by the Board, the deeds, contracts, securities, bonds and other document(s) requiring the signature of two signing officers. The Board may authorize other persons to sign on behalf of the Organization.
44. Copies of all deeds, contracts, securities, bonds and other document(s) requiring the signature of the Organization will be made available for review by the Board if requested.

**NSF Charges**

45. The Organization will charge a twenty-five dollar (\$25.00) charge on all NSF Cheques.

**Replacement Cheques**

46. Lost or missing cheques will not be re-issued until after the next applicable month end reconciliation has taken place.
  47. Cheques that need to be replaced due to loss will be assessed a five dollar (\$5.00) administration fee.
  48. Lost or missing cheques that have not been claimed by the Organization's year end will not be reissued.
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## SECTION XII – POLICY SUPPORT

### Policies Required by Law

Organizations naturally have a responsibility to follow the law. Besides adhering to the *BC Societies Act* (see: **SECTION III – INCORPORATING**) organizations must pay attention to other laws that affect how they operate.

#### CASL

Canada's Anti-Spam Law (CASL) prohibits, among other things, using false or misleading representations online in the promotion of products or services, installing software on a computer without the consent of the computer's owner, collecting personal information through accessing a computer system in violation of federal law, and collecting electronic addresses by the use of computer programs, or using such addresses without permission.

Many sport organizations are not in the 'promotions' business and there are exceptions to the law. The CASL specifically prohibits sending a message unless:

- It is non-commercial activity
- It is from a political party
- It is from a charity that engages Canadians through email if these communications do not involve selling or promoting a product
- It is from a charity that engages in commercial activities with people who have made a donation, volunteered or were a member of the organization in the last 18 months; or
- There exists a "Non-Business Relationship" between the recipient and the sender or there is a membership relationship (within the two-year period immediately before the day on which the message was sent)

Most local organizations will send messages that fall into the final category – that of a 'non-business relationship' between the organization and its Members.

Regardless of the type of message being sent, it must also contain:

- Information that identifies the person who sent the message
- Information that enables the person who received it to readily contact the sender; and
- An "unsubscribe" mechanism

#### PIPA

For not-for-profit organizations in BC, the privacy of personal information is governed by the Personal Information Protection Act (PIPA). Any personal information that is transferred between the members and the organization must be handled in a certain manner. The organization is required by law to have a *Privacy Policy Template – Privacy Policy* that describes how this information is collected, stored, and destroyed as well as how members can access their information from the organization.

### Policy Development

A policy is not a document that should be created to solve a problem or address a single issue. Decisions by the Board or by a committee can do that. A policy should be created only when there is a systemic issue and a standard procedure can help or contribute to the efficiency of the organization. For example, the Board does not need to have a 'Member Fee Policy'. Members' fees can be determined by a committee or by a Director and a standard procedure or formula does not always have to be used. But, alternately, if an organization's teams or athletes frequently travel, a *Travel Policy Template – Travel Policy* can be created to help guide the process (i.e., by outlining approval requirements, insurance, parental permission, etc.). Some other sample policies include:

**Confidentiality Policy** – describes how Directors must keep personal information and some decisions in confidence, protects the organization's proprietary information

## **Template – Confidentiality Policy**

***Social Media Use Policy*** – describes how individuals representing the organization may use the organization’s branded social media **Template – Social Media Use Policy**

***Social Media Guidelines*** – describes how individuals involved with the organization (such as athletes and coaches) should best use social media to interact with each other **Template – Social Media Guidelines**

***Team Manager and Chaperone Policy*** – describes the role and requirements for team managers and chaperones **Template – Team Manager and Chaperone Policy**

***Waiver*** – describes how an athlete or an athlete’s parent/guardian may waive the organization’s legal responsibility in the case of negligence **Template – Waiver**

***Assumption of Risk*** - describes when the physical risk of participating in the sport is accepted **Template – Assumption of Risk**

***Registration Form*** – describes what the athlete and/or the athlete’s parent guardian are accepting (and agreeing to adhere to, such as the organization’s policies and procedures) when they register with the organization **Template – Registration Form**

## Template – Privacy Policy

“Organization” refers to: \_\_\_\_\_

### Background

1. BC provincial legislation is the Personal Information Protection Act. BC is one of three provinces where the federal legislation (PIPEDA) is not applied. PIPEDA is not typically applied to not-for-profits.
2. The BC act states: *The purpose of PIPA is to govern the collection, use and disclosure of personal information by organizations in a manner that recognizes both the right of individuals to protect their personal information and the need of organizations to collect, use or disclose personal information for purposes that a reasonable person would consider in the circumstances.*
3. This *Privacy Policy* is based on the standards required by PIPA as interpreted by the Organization.

### Definitions

4. The following terms have these meanings in this Policy:
  - a) “*Commercial Activity*” – any particular transaction, act or conduct that is of a commercial character.
  - b) “*Personal Information*” – any information about an individual that relates to the person’s personal characteristics including, but not limited to: gender, age, income, home address, home phone number, ethnic background, family status, health history, and health conditions
  - c) “*Stakeholder*” – Individuals employed by, or engaged in activities on behalf of, the Organization including: coaches, staff members, contract personnel, volunteers, managers, administrators, committee members, and directors and officers of the Organization
  - d) “*Individual*” - All categories of membership defined in the Organization’s Bylaws as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, officials, volunteers, managers, administrators, committee members, and directors and officers of the Organization

### Purpose

5. The Organization recognizes Individuals’ right to privacy with respect to their Personal Information. This Policy describes the way that the Organization collects, uses, safeguards, discloses, and disposes of Personal Information.

### Application of this Policy

6. This Policy applies to all Stakeholders and Individuals in connection with personal information that is collected, used or disclosed during Organization activity.
7. Except as provided in PIPA, the Organization’s Board of Directors will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

### Obligations

8. The Organization is obligated to follow and abide PIPA in all matters involving the collection, use, and disclosure of Personal Information.
9. In addition to fulfilling the legal obligations required by PIPA, the Organization’s Stakeholders will not:
  - a) Publish, communicate, divulge, or disclose to any unauthorized person, firm, corporation, or third party any Personal Information without the express written consent of the Individual
  - b) Knowingly place themselves in a position where they are under obligation to any organization to disclose Personal Information
  - c) In the performance of their official duties, disclose Personal Information to family members, friends, colleagues, or organizations in which their family members, friends, or colleagues have an interest
  - d) Derive personal benefit from Personal Information that they have acquired during the course of fulfilling their duties with the Organization
  - e) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of Personal Information

### **Accountability**

10. The Privacy Officer is responsible for the implementation of this policy and monitoring information collection and data security and ensuring that all staff receives appropriate training on privacy issues and their responsibilities. The Privacy Officer also handles personal information access requests and complaints. The Privacy Officer may be contacted at the following address:

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11. Duties - The Privacy Officer will:

- a) Implement procedures to protect personal information
- b) Establish procedures to receive and respond to complaints and inquiries
- c) Record all persons having access to personal information
- d) Ensure any third-party providers abide by this Policy
- e) Train and communicate to staff information about the Organization's privacy policies and practices.

### **Identifying Purposes**

12. The Organization may collect Personal Information from Individuals and prospective Individuals for purposes that include, but are not limited to:

#### *Communications*

- a) Sending communications in the form of e-news or a newsletter with content related to the Organization's programs, events, fundraising, activities, discipline, appeals, and other pertinent information
- b) Publishing articles, media relations and postings on the Organization's website, displays or posters
- c) Award nominations, biographies, and media relations
- d) Communication within and between Stakeholders and Individuals
- e) Discipline results and long-term suspension list
- f) Checking residency status

#### *Registration, Database Entry and Monitoring*

- a) Registration of programs, events and activities
- b) Database entry at the Coaching Association of Canada and to determine level of coaching certification, coaching qualifications, and coach selection.
- c) Database entry to determine level of officiating certification and qualifications
- d) Determination of eligibility, age group and appropriate level of play/competition
- e) Athlete Registration, outfitting uniforms, and various components of athlete and team selection
- f) Technical monitoring, officials training, educational purposes, sport promotion, and media publications

#### *Sales, Promotions and Merchandising*

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

#### *General*

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

13. The Organization's Stakeholders may collect Personal Information from Individuals and prospective Individuals for other purposes, provided that documented consent specifying the use of the Personal Information is obtained from the Individuals or prospective Individuals.

#### Consent

14. By providing Personal Information to the Organization, Individuals are implying their consent to the use of that Personal Information for the purposes identified in the **Identifying Purposes** section of this Policy.
15. At the time of the collection of Personal Information and prior to the use or disclose of the Personal Information, the Organization will obtain consent from Individuals by lawful means, in a manner similar to the form in **Appendix A**. The Organization may collect Personal Information without consent when it is reasonable to do so and permitted by law.
16. In determining whether to obtain written or implied consent, the Organization will take into account the sensitivity of the Personal Information, as well the Individuals' reasonable expectations. Individuals may consent to the collection and specified use of Personal Information in the following ways:
- a) Completing and/or signing an application form
  - b) Checking a check box, or selecting an option (such as 'Yes' or 'I agree')
  - c) Providing written consent either physically or electronically
  - d) Consenting orally in person
  - e) Consenting orally over the phone
17. The Organization will not, as a condition of providing a product or service, require Individuals to consent to the use, collection, or disclosure of Personal Information beyond what is required to fulfill the specified purpose of the product or service.
18. An Individual may withdraw consent in writing, at any time, subject to legal or contractual restrictions. The Organization will inform the Individual of the implications of withdrawing consent.
19. The Organization will not obtain consent from Individuals who are minors, seriously ill, or mentally incapacitated. Consent from these individuals will be obtained from a parent, legal guardian, or a person having power of attorney.
20. The Organization is not required to obtain consent for the collection of Personal Information, and may use Personal Information without the Individual's knowledge or consent, only if:
- a) It is clearly in the Individual's interests and the opportunity for obtaining consent is not available in a timely way
  - b) Knowledge and consent would compromise the availability or accuracy of the Personal Information and collection is required to investigate a breach of an agreement or a contravention of a federal or provincial law
  - c) An emergency threatens an Individual's life, health, or security
  - d) The information is publicly available as specified in PIPA
21. The Organization is also not required to obtain consent for the collection of Personal Information if the information is for journalistic, artistic, or literary purposes.
22. The Organization may disclose Personal Information without the Individual's knowledge or consent only:
- a) To a lawyer representing the Organization
  - b) To collect a debt that the Individual owes to the Organization
  - c) To comply with a subpoena, a warrant, or an order made by a court or other body with appropriate jurisdiction
  - d) To a government institution that has requested the information and identified its lawful authority, if that government institution indicates that disclosure is for one of the following purposes: enforcing or carrying out an investigation, gathering intelligence relating to any federal, provincial, or foreign law, national security or the conduct of international affairs, or administering any federal or provincial law
  - e) To an investigative body named in PIPA or a government institution, if the Organization believes the Personal Information concerns a breach of an agreement, contravenes a federal, provincial, or foreign law, or if the

Organization suspects the Personal Information relates to national security or the conduct of international affairs

- f) To an investigative body for purposes related to the investigation of a breach of an agreement or a contravention of a federal or provincial law
- g) In an emergency threatening an Individual's life, health, or security (the Organization will inform the Individual of the disclosure)
- h) To an archival institution
- i) 20 years after the individual's death or 100 years after the record was created
- j) If it is publicly available as specified in PIPA
- k) If otherwise required by law

#### **Accuracy, Retention, and Openness**

- 23. In order to minimize the possibility that inappropriate Personal Information may be used to make a decision about a Member, Personal Information will be accurate, complete, and as up-to-date as is necessary for the purposes for which it will be used.
- 24. Personal Information will be retained as long as reasonably necessary to enable participation in the Organization programs, events, and activities, and in order to maintain historical records as may be required by law or by governing organizations.
- 25. The Organization's Stakeholders will be made aware of the importance of maintaining the confidentiality of Personal Information and are required to comply with the Organization's *Confidentiality Policy*.
- 26. Personal Information will be protected against loss or theft, unauthorized access, disclosure, copying, use, or modification by security safeguards appropriate to the sensitivity of the Personal Information.
- 27. Personal Information that has been used to make a decision about an Individual will be maintained for a minimum of one year in order to allow the individual the opportunity to access the Personal Information after the decision has been made.
- 28. The Organization will make the following information available to Individuals:
  - a) This *Privacy Policy*
  - b) Any additional documentation that further explains the Organization's *Privacy Policy*
  - c) The name or title, and the address, of the person who is accountable for the Organization's *Privacy Policy*
  - d) The means of gaining access to Personal Information held by the Organization
  - e) A description of the type of Personal Information held by the Organization, including a general account of its use
  - f) Identification of any third parties to which Personal Information is made available

#### **Access**

- 29. Upon written request, and with assistance from the Organization after confirming the Individual's identity, Individuals may be informed of the existence, use, and disclosure of their Personal Information and will be given access to that Personal Information. Individuals are also entitled to be informed of the source of the Personal Information and provided with an account of third parties to which the Personal Information has been disclosed.
- 30. Unless there are reasonable grounds to extend the time limit, requested Personal Information will be disclosed to the Individual, at no cost to the Individual, within thirty (30) days of receipt of the written request.
- 31. Individuals may be denied access to their Personal Information if the information:
  - a) Is prohibitively costly to provide
  - b) Contains references to other individuals
  - c) Cannot be disclosed for legal, security, or commercial proprietary purposes
  - d) Is subject to solicitor-client privilege or litigation privilege
- 32. If the Organization refuses a request for Personal Information, it shall inform the Individual the reasons for the refusal and identify the associated provisions of PIPA that support the refusal.



### **Compliance Challenges**

33. Individuals are able to challenge the Organization for its compliance with this Policy.

34. Upon receipt of a complaint, the Organization will:

- a) Record the date the complaint is received
- b) Notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
- c) Acknowledge receipt of the complaint by way of telephone conversation and clarify the nature of the complaint within seven (7) days of receipt of the complaint
- a) Appoint an investigator using the Organization's personnel or an independent investigator, who will have the skills necessary to conduct a fair and impartial investigation and will have unfettered access to all file and personnel
- d) Upon completion of the investigation and within thirty (30) days of receipt of the complaint, the investigator will submit a written report to the Organization
- e) Notify the complainant the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures

35. the Organization will not dismiss, suspend, demote, discipline, harass, or otherwise disadvantage any the Organization Individual or Stakeholder who:

- a) Challenges the Organization for its compliance with this Policy
- b) Refuses to contravene this Policy, PIPA
- c) Takes precautions not to contravene this Policy, PIPA; even though said precautions may be in opposition to the regular duties performed by the Individual

## Appendix A – Consent

The Organization will include the following paragraph (or a variation) whenever Personal Information is being collected from Individuals:

1. I authorize the Organization to collect and use personal information about me for the purposes described in the Organization's *Privacy Policy*.
2. In addition to the purposes described in the Organization's *Privacy Policy*, I authorize the Organization to:
  - a) Distribute my information to Swimming Canada
  - b) Photograph and/or record my image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the sport through the media of newsletters, websites, television, film, radio, print and/or display form. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes
  - c) *(the Organization may add other specific purposes)*
3. I understand that I may withdraw such consent at any time by contacting the Organization's Privacy Officer. The Privacy Officer will advise the implications of such withdrawal.

## Template – Confidentiality Policy

“Organization” refers to: \_\_\_\_\_

### Purpose

1. The purpose of this Policy is to ensure the protection of Confidential Information that is proprietary to the Organization.

### Application of this Policy

2. This Policy applies to all categories of membership defined in the Organization’s Bylaws as well as all individuals employed by, or engaged in activities with, the Organization. Persons affected by this Policy include, but are not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization (hereinafter “Representatives”).

### Confidential Information

3. The term “Confidential Information” includes, but is not limited to, the following:
  - a) Personal information of Organization Representatives including:
    - i. Home address
    - ii. Email address
    - iii. Personal phone numbers
    - iv. Date of birth
    - v. Financial information
    - vi. Medical history
    - vii. Criminal Record Checks
  - b) Organization intellectual property, proprietary information, and business related to the Organization’s programs, fundraisers, procedures, business methods, forms, policies, marketing and development plans, advertising programs, creative and training materials, trade secrets, knowledge, techniques, data, products, technology, computer programs, manuals, registration lists, software, financial information, and information that is not generally or publicly known or distributed.
4. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or posted publicly.
5. Representatives voluntarily publishing or consenting to the publication of basic personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that personal information for as long as it is available publicly.

### Responsibilities

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

**Intellectual Property**

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

**Enforcement**

11. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, or sanctions pursuant to the Organization's *Discipline and Complaints Policy*.

## Template – Travel Policy

“Organization” refers to: \_\_\_\_\_

### Purpose

1. The purpose of this Policy is to inform athletes, parents, and coaches travelling to events outside of the Province of \_\_\_\_\_ of their responsibilities and the expectations of the Organization.

### Application of this Policy

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

### Travel Consent Form

3. Minor athletes traveling with individuals other than their parent/guardian must keep with them a Travel Consent Form (signed by their parent/guardian). A Travel Consent Form is attached provided at the end of this Policy.

### Responsibilities

4. Parents traveling with a minor athlete are responsible for their child during the entirety of the event and have the following additional responsibilities:
  - a) Pay all event fees prior to the start of travel
  - b) Register for event accommodations in a timely manner. Accommodations outside of those arranged by the manager (such as staying with family, or at a different hotel) must be approved by the coach in advance of arrangements being made
  - c) Punctual drop off and pick up of their children at times and places indicated by coaches
  - d) Adhere to coach or manager requests for parent meetings, team meetings, or team functions and be punctual to such events
  - e) Adhere to coach requests for athlete curfew times
  - f) Adhere to coach requests for limiting outside activities (go-karting, shopping, etc.)
  - g) Report any athlete illness or injury
  - h) Report any incident likely to bring discredit to the Organization
  - i) Adhere to the Organization’s policies and procedures, particularly the *Code of Conduct and Ethics*
  - j) If travelling outside of Canada, ensure that all passports are valid and not expired
5. Parents not traveling with the athlete have the following responsibilities:
  - a) Assign to their child a chaperone from among the other parents in attendance. The chaperone may not be a team coach, assistant coach, or manager
  - b) Provide the chaperone with a Travel Consent Form
  - c) Provide the chaperone with emergency contact information
  - d) Provide the chaperone with any necessary medical information
  - e) Pay all event fees prior to the start of travel
  - f) Provide the child with enough funds to pay for food and incidentals
  - g) If travelling outside of Canada, ensure that all passports are valid and not expired
6. Chaperones have the following responsibilities:
  - a) Obtain and carry any Travel Consent Forms, emergency contact information, and medical information
  - b) Punctual drop off and pick up of their children at times and places indicated by coaches
  - c) Adhere to coach or manager requests for parent meetings, team meetings, or team functions and be punctual to such events
  - d) Adhere to coach requests for athlete curfew times
  - e) Adhere to coach requests for limiting outside activities (swimming, shopping, etc.)

- f) Report any athlete illness or injury
  - g) Report any incident likely to bring discredit to the Organization
  - h) Inspect hotel rooms rented for damage before check in and after check out. Report any damage to the coach
  - i) Approve visitors to the athlete accommodations, at their discretion
  - j) Adhere to the Organization's policies and procedures, particularly the *Code of Conduct and Ethics*
7. Coaches have the following responsibilities:
- a) Arrange all team meetings and training sessions
  - b) Determine curfew times
  - c) Work in close co-operation with the chaperones on all non-sport matters
  - d) Report to the Organization incident likely to bring discredit to the Organization
  - e) Together with the chaperones, decide temporary disciplinary action to be taken at the scene of an incident, and report such incident and action to the parents of the athletes involved as well as to the Organization for further disciplinary action, if applicable, under the Organization's *Discipline and Complaints Policy*
  - f) Adhere to the Organization's policies and procedures, particularly the *Code of Conduct and Ethics*
8. Team/Event Managers have the following responsibilities:
- a) Ensure an appropriate chaperone-to-athlete ratio that does not exceed five athletes per chaperone
  - b) Organize accommodations and inform parents and chaperones how to register and pay for accommodations
  - c) Room female and male athletes separately. Coaches and chaperones must be roomed separately from athletes, unless the athlete is the child of the coach or chaperone
  - d) Coordinate and collect all travel expenses from parents
9. Athletes have the following responsibilities:
- a) Arrive at each event ready to participate
  - b) Make any visitor requests to chaperones before the visit is expected
  - c) Represent the Organization to the best of their abilities at all times
  - d) Communicate any problems or concerns to the coaches and chaperone just as they would their own parents
  - e) Check in with the chaperone when leaving their rooms
  - f) Not leave the hotel alone or without permission of the coach/chaperone and check-in when returning
  - g) Adhere to the Organization's policies and procedures, particularly the *Code of Conduct and Ethics*

## Travel Consent Form

To whom it may concern,

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Sincerely,

Signed, \_\_\_\_\_

Dated, \_\_\_\_\_

## Template – Social Media Guidelines

“Organization” refers to: \_\_\_\_\_

*The Social Media Guidelines for Coaches and Athletes is a separate document from the Social Media Use Policy*

### Definitions

1. The following term has this meaning in these Guidelines:
  - a) “*Social media*” – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, and Twitter

### Purpose

2. These Guidelines provide coaches and athletes with tips and suggestions for social media use. Coaches and athletes are strongly encouraged to develop their own strategy for social media use (either written down or not) and ensure that their strategy for social media use is acceptable pursuant to the Organization’s *Code of Conduct and Ethics*.
3. Given the nature of social media as a continually developing communication sphere, the Organization trusts its coaches and athletes to use their best judgment when interacting with social media. These Guidelines are not hard and fast rules or behavioural laws; but rather recommendations that will inform coaches’ and athletes’ best judgment.

### Social Media Guidelines for Coaches

4. The following tips should be used by coaches to inform their own strategy for social media use:
  - a) Choosing not to engage with social media is an acceptable social media strategy. But you must have good reasons for your choice and be active in other communication media
  - b) Despite what Facebook says, you are not actually “friends” with athletes. Resist commenting on athletes’ personal activities, status updates, or tweets on Twitter
  - c) Consider monitoring or being generally aware of athletes’ public social media behaviour to ensure compliance with the Organization’s *Code of Conduct and Ethics* and *Social Media Policy*
  - d) Coaches may not demand access to an athlete’s private posts on Twitter, Instagram, or Facebook
  - e) Do not “friend” athletes on Facebook unless they request the connection. Never pressure athletes to “friend” you
  - f) If you accept some “friend” requests, or follow one athlete on Twitter or Instagram, you should accept all friend requests and follow all the athletes. Be careful not to show favouritism on social media
  - g) Consider managing your social media so that athletes do not have the option to follow you on Twitter or “friend” you on Facebook
  - h) Seek permission from athletes before posting pictures or videos of the athletes on publicly available social media like a blog, Instagram, or YouTube
  - i) Do not use social media to ‘trap’ athletes if they say one thing to you in person but their social media activity reveals they were doing something different
  - j) Keep selection decisions and other official team business off social media
  - k) Never require athletes to join Facebook, join a Facebook group, subscribe to a Twitter feed, or join a Facebook page about your team or organization
  - l) If you create a page on Facebook or Instagram for your team or athlete, do not make this social media site the exclusive location for important information. Duplicate important information in more official channels (like on a website or via email)
  - m) Ensure that parents are aware that some coach-athlete interactions may take place on social media
  - n) Exercise appropriate discretion when using social media for your own personal communications (with friends, colleagues, and other athletes) with the knowledge that your behaviour may be used as a model by your athletes
  - o) Avoid association with Facebook groups, Instagram accounts, or Twitter feeds with explicit sexual contact or viewpoints that might offend or compromise the coach-athlete relationship
  - p) Never misrepresent yourself by using a fake name or fake profile
  - q) Be aware that you may acquire information about an athlete that imposes an obligation of disclosure on your part (such as seeing pictures of underage athletes drinking during a trip)



- r) Attempt to make communication with athletes in social media as one-sided as possible. Be available for athletes if they initiate contact via social media – athletes may wish to have this easy and quick access to you – but avoid imposing yourself into an athlete’s personal social media space unless explicitly requested to do so
- s) Avoid adding athletes to Snapchat and do not send snapchats to athletes

#### **Social Media Guidelines for Athletes**

5. The following tips should be used by athletes to inform their own strategy for social media use:
  - a) Set your privacy settings to restrict who can search for you and what private information other people can see
  - b) Coaches, teammates, officials, or opposing competitors may all add you to Facebook or follow you on Instagram or Twitter. You are not required to follow anyone or be Facebook friends with anyone
  - c) Avoid adding coaches to Snapchat and do not send snapchats to coaches
  - d) If you feel harassed by someone in a social medium, report it to your coach, club official, or to the Organization
  - e) Do not feel pressure to join a fan page on Facebook or follow a Twitter feed or Instagram account
  - f) Content posted on a social medium, relative to your privacy settings, is considered public. In most cases, you do not have a reasonable expectation of privacy for any material that you post
  - g) Content posted to a social medium is almost always permanent – consider that other individuals may take screenshots of your content (even snapchats) before you can delete them
  - h) Avoid posting pictures of, or alluding to, participation in illegal activity such as: speeding, physical assault, harassment, drinking alcohol (if underage), and smoking marijuana
  - i) Model appropriate behaviour in social media befitting your status as a) an elite athlete, and b) a member of your club and of the Organization. As a representative of the Organization, you have agreed to the Organization’s *Code of Conduct and Ethics* and must follow that Code when you post material and interact with other people through social media
  - j) Be aware that your public Facebook page, Instagram account, or Twitter feed may be monitored by your club, coach, or by the Organization and content or behaviour demonstrated in social media may be subject to sanction under the Organization’s *Discipline and Complaints Policy*

#### **Club Responsibilities**

6. Clubs should not attempt to impose social media restrictions onto coaches or athletes. There are many situations where social media contact is desirable and necessary; yet many situations where social media contact is unwanted and risky. Coaches and athletes should be trusted, pursuant to the Organization’s *Code of Conduct and Ethics*, to navigate social media using their best judgment.
7. Clubs should monitor social media use by its athletes and coaches and should consider regular surveys and reviews to understand how coaches and athletes are using social media. Coaches and athletes may need to be reminded that behaviour in social media is still subject to the Organization’s *Code of Conduct and Ethics*.
8. Complaints and concerns about an athlete’s or a coach’s conduct or behaviour in social media can be addressed under the Organization’s *Discipline and Complaints Policy*.

## Template – Team Manager and Chaperone Policy

“Organization” refers to: \_\_\_\_\_

### Purpose

1. Team managers and chaperones fulfill a different role than coaches but, like coaches, they are in close contact with young people. The Organization requires that any adult volunteering in close proximity to young athletes shall complete specific requirements that will help ensure the protection of the athletes.

### Compliance with Policies

2. Team managers and chaperones are bound by the Organization’s policies and must agree to the content, requirements, and clauses therein. Team managers and chaperones should familiarize themselves with the following policies, which have the most direct impact on their role:
  - a) *Code of Conduct and Ethics*
  - b) *Discipline and Complaints Policy*
  - c) *Confidentiality Policy*
  - d) *Screening Policy*

### Submissions

3. In addition to complying with the Organization’s policies, team managers and chaperones must submit the following documentation to the Organization before they will be allowed to volunteer in their role as team manager or chaperone:
  - a) Driving abstract (if the team manager or chaperone will be driving athletes)
  - b) Criminal Record Check (described in detail in the Organization’s *Screening Policy*)
4. The team manager or chaperone must also be recommended by a member club or a coach from an affiliated organization or be generally known to the organization.

### Discipline and Complaints

5. Any problems or concerns with team managers and chaperones shall be addressed under the Organization’s *Discipline and Complaints Policy*.
6. The Organization reserves the right to remove a team manager or chaperone should the team manager or chaperone not submit the required documentation (in the Submissions section of this Policy), refuse to comply with the Organization’s policies, or for any other reason as determined by the Organization’s Board of Directors.

## Template – Social Media Use Policy

“Organization” refers to: \_\_\_\_\_

### Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Social media*” – The catch-all term that is applied broadly to new computer-mediated communication media such as blogs, YouTube, Facebook, Instagram, Tumblr, Snapchat, and Twitter
  - b) “*Organization-branded social media*” – Official social media engagement by the Organization including the Organization’s Facebook page(s), Twitter feed, photo sharing accounts, YouTube channels, blogs, or other social media engagement; both those that exist currently and those that will be created by the Organization in the future
  - c) “*Representative*” – All individuals employed by, or engaged in activities on behalf of, the Organization. Representatives include, but are not limited to, staff, administrators, directors and officers of the Organization, committee members, and volunteers.

### Purpose

2. The Organization encourages the use of social media by its Representatives to enhance effective internal communication, build the Organization brand, and interact with members. Since there is so much ambiguity in the use of social media, the Organization has created this policy to set boundaries and standards for Representatives’ social media use.

### Application of this Policy

3. This Policy applies to all Representatives.

### Representatives’ Responsibilities

4. Organization Representatives will not:
  - a) Use social media for the purpose of fraud or any other activity that contravenes the laws of Canada, the Organization’s *Code of Conduct and Ethics*, or any other applicable jurisdiction
  - b) Impersonate any other person or misrepresent their identity, role, or position with the Organization
  - c) Display preference or favouritism with regard to clubs, athletes, or other members
  - d) Upload, post, email, or otherwise transmit:
    - i. Any content that is offensive, obscene, unlawful, threatening, abusive, harassing, defamatory, hateful, invasive or another person’s privacy, or otherwise objectionable
    - ii. Any material which is designed to cause annoyance, inconvenience, or needless anxiety to others
    - iii. Any material that infringes on the patent, trademark, trade secrets, copyright, or other proprietary right of any other party
    - iv. Any material that is considered the Organization’s confidential information or intellectual property, as per the Organization’s *Confidentiality Policy*
5. Representatives shall refrain from discussing matters related to the Organization or its operations on Representatives’ personal social media. Instead, matters related to the Organization or its operations should be handled through more official communication channels (like email) or through the Organization-branded social media.
6. Representatives must engage with social media only in the context(s) described in their contract of employment, volunteer position, or position with the Organization. For example, an Organization Head Coach shall not represent the Organization in answering a question on the Organization-branded social media that is directed at, and better addressed in more official communication channels by, the Organization’s Treasurer.
7. Representatives shall use their best judgment to respond to controversial or negative content posted by other people on the Organization-branded social media. In some cases, deletion of the material may be the most prudent action. In other cases, responding publicly may be preferred. If a Representative questions the correct action to take, the Representative shall consult with another Representative who has more decision-making authority at the Organization.
8. Representatives shall use a clear and appropriate writing style.

**Organization Responsibilities**

9. The Organization will:

- a) Ensure that Representatives only use social media in a positive manner when connecting with others
- b) Properly vet and understand each social medium before directing Representatives to engage with, or create, the Organization-branded social media
- c) Host expert training sessions on the topic of social media; in the event that the social media engagement directed by the Organization is unclear or not fully understood
- d) Ensure that Representatives balance personal and professional information posted via social media and inform Representatives that a balance is necessary and positive
- e) Monitor Representatives' use of social media

**Enforcement**

10. Failure to adhere to this Policy may permit discipline in accordance with the Organization's *Discipline and Complaints Policy*, legal recourse, or termination of employment/volunteer position.

## Template – Waiver

“Organization” refers to: \_\_\_\_\_

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (FOR PARTICIPANTS 18 YEARS OF AGE AND OLDER ONLY)

#### WARNING!

**By signing this document, you will waive certain legal rights, including the right to sue.  
Please read carefully.**

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As a Participant participating in the sport of \_\_\_\_\_, including training, competitions and practices (collectively the “Activities”), the undersigned acknowledges and agrees to the following terms:

#### Disclaimer

2. The Organization and its trainers, instructors, agents, and representatives (collectively the “Organization”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

☐ I have read and agree to be bound by paragraphs 1 and 2.

#### Description of Risks

3. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. The risks, dangers and hazards include, but are not limited to, injuries from:
  - a) The hazards particular to the activity(ies) in which I am participating;
  - a) Executing strenuous and demanding physical techniques;
  - b) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - c) Exerting and stretching various muscle groups;
  - d) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - e) Contact, colliding, falling or being struck by other participants or equipment; and
  - f) Spinal cord injuries which may render me permanently paralyzed.
4. Furthermore, I am aware:
  - a) That injuries sustained can be severe;
  - b) That I may experience anxiety while challenging myself during the activities, events and programs;
  - c) That I may come into close contact with other participants;
  - d) That my risk of injury is reduced if I follow all rules established for participation; and
  - e) That my risk of injury increases as I become fatigued.

#### Release of Liability and Disclaimer

5. In consideration of the Organization allowing me to participate, I agree:
  - a) That my physical condition has been verified by a medical doctor to participate;
  - b) The sole responsibility for the Participant’s safety remains with the Participant;
  - c) To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
  - d) To ASSUME all risks arising out of, associated with or related to my participation;
  - e) To WAIVE any and all claims that I may have now or in the future against the Organization;
  - f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization; and
  - g) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees)

(collectively, the “Claims”) which I may have or may in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

☐ *I have read and agree to be bound by paragraphs 3 -5*

**Acknowledgement**

6. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

\_\_\_\_\_  
Name of Participant (Please Print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

## Template – Assumption of Risk

“Organization” refers to: \_\_\_\_\_

### INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT (FOR PARTICIPANTS 17 YEARS OLD AND YOUNGER)

**WARNING! By signing this document, you will waive certain legal rights, including the right to sue in circumstances outlined in this Agreement. Please read carefully.**

Participant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As a Participant participating in the sport of \_\_\_\_\_, including training, competitions and practices (collectively the “Activities”), the undersigned, being the Participant and the Parent/Guardian of the Participant (collectively the “Parties”) acknowledge and agree to the following terms:

#### Disclaimer

2. The Organization and its trainers, instructors, agents, and representatives (collectively the “Organization”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused by the risks, dangers and hazards associated with the Activities.  
☐ *We have read and agree to be bound by paragraphs 1 and 2*

#### Description of Risks

3. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
  - a) The hazards particular to the Activity(ies) in which I am participating;
  - g) Executing strenuous and demanding physical techniques;
  - h) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
  - i) Exerting and stretching various muscle groups;
  - j) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
  - k) Contact, colliding, falling or being struck by other participants or equipment; and
  - l) Spinal cord injuries which may render the Participant permanently paralyzed.
4. Furthermore, the Parties are aware:
  - a) That injuries sustained can be severe;
  - b) That the Participant may experience anxiety while challenging himself or herself during the activities, events and programs;
  - c) That the Participant may come into close contact with other participants;
  - d) That the Participant's risk of injury is reduced if the Participant follows all rules established for participation; and
  - e) That the Participant's risk of injury increases as the Participant becomes fatigued.

#### Release of Liability

5. In consideration of the Organization allowing the Participant to participate, the Parties agree:
  - a) That the Participant's physical condition has been verified by a medical doctor to participate;
  - b) To freely accept and fully assume all such risks, dangers and hazards and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from the Activities;
  - c) To forever release the Organization from any and all liability for any and all claims, demands, actions and costs that might arise out of the Participant's participation in the Activities, or from any breach of contract.  
☐ *We have read and agree to be bound by paragraphs 3 -5*

#### Acknowledgement

6. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, executors, administrators and representatives.

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Printed Name of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date



## Template – Registration Form

“Organization” refers to: \_\_\_\_\_

### PERSONAL INFORMATION

Registrant’s Full Name (print): \_\_\_\_\_

Registrant’s Birthdate: \_\_\_\_\_ Registrant’s Gender Identity: \_\_\_\_\_

Registrant’s Address: \_\_\_\_\_  
Street Address City Prov Postal Code

Registrant’s Contact: \_\_\_\_\_  
Cell Phone Home Phone Email Address

Registrant’s Medical Information (OPTIONAL): \_\_\_\_\_

\_\_\_\_\_  
Allergies / Medical Conditions / Treatment / Medication

-----  
***If the Registrant is 17 years old or younger:***

Name(s) of Registrant’s Parent(s)/Guardian(s) (print): \_\_\_\_\_

Parent/Guardian’s Contact: \_\_\_\_\_  
Cell Phone Home Phone Business Phone

Parent/Guardian’s Email Address(es): \_\_\_\_\_

### ORGANIZATION DETAILS

Organization Registration Number: \_\_\_\_\_ Organization Name: \_\_\_\_\_

**\*\* Enter details re: category, sport, performance level, etc. \*\***

### CONSENT FOR USE OF PERSONAL INFORMATION AND PHOTO RELEASE

1. I, the undersigned, authorize ( \_\_\_\_\_ *PSO*) and ( \_\_\_\_\_ *Organization*) (collectively the “Organizations”) to collect and use personal information about the Registrant for the purpose of receiving communications and the purposes described in the Organization’s *Privacy Policy*.

2. Furthermore, I grant permission to the Organizations to photograph and/or record the Registrant's image and/or voice on still or motion picture film and/or audio tape, and to use this material to promote the sport and/or the Organizations through the media of newsletters, websites, television, film, radio, print and/or display form. I understand that I waive any claim to remuneration for use of audio/visual materials used for these purposes.
3. I understand that I may withdraw such consent at any time by contacting either Organization's Privacy Officer. The Privacy Officer will advise the implications of such withdrawal.

#### ACCEPTANCE OF TERMS AND CONDITIONS

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

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

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

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

\_\_\_\_\_  
**Name of Participant**

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

☐ **I AGREE**

\_\_\_\_\_  
**Name of Participant's Parent/Guardian**  
*(if the Participant is 17 years old or younger)*

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

☐ **I AGREE**

## SECTION XIII – CONCLUSION

### References

Sport Law & Strategy Group ([www.sportlaw.ca](http://www.sportlaw.ca))

Sport Dispute Resolution Centre of Canada ([www.sdrcc.ca](http://www.sdrcc.ca))

[BC Societies Act](#)

[BC Employment Standards Act](#)

[BC Personal Information Privacy Act \(PIPA\)](#)

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