



POLICIES AND PROCEDURES

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Bylaws and Constitution

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ONPARA NONPROFIT BYLAWS & CONSTITUTION

ARTICLE I - NAME OF ORGANIZATION

The name of the Association is the “Ontario Para Network” also known as “ONPARA”.

ARTICLE II - CORPORATE PURPOSE

Section 1: Not for profit Purpose

The Ontario Para Network, a Corporation incorporated under the Ontario Corporations Act, R.S.W. 1990, c.38 mission is dedicated to the development and promotion of athlete centered amateur wheelchair sport programs.

Section 2: Specific Purpose

The specific purposes of the Association are:

- a. to provide competitive and developmental opportunities in sport for all the members of the Association;
- b. to provide recreation and fitness lifestyle opportunities for all members of the Association;
- c. to assist in increasing sport accessibility and public awareness within the Province of Ontario;
- d. To liaise with other groups who are involved with athletes with a physical disability and able-bodied athletes at the local, regional and provincial level.

ARTICLE III – MEMBERSHIP

Section 1: Membership

- 1.1 Application for voting membership shall be open to any individual that supports the purpose statement in Article II, Section 2. Membership is granted after completion and receipt of a membership application and annual dues. All memberships shall be granted upon a majority vote of the board.
- 1.2 **Member** – any individual who has a physical disability, who is interested in participating in wheelchair sports and/or any sports organization, club, or individual who is a volunteer, coach, team manager, athlete assistant, administrator, classifier or official whose application has been approved by the Board of Directors and has paid the membership dues either directly or through its affiliate sports organization or club.

Section 2: Annual Dues

The membership year of the Association shall be October 1st – September 30th unless otherwise determined by the Board of Directors. The amount required for annual dues shall be determined annually by the Board of Directors, unless changed by a majority vote of the members at an Annual General Meeting of the full membership. Continued membership is contingent upon being up-to-date on membership dues.

A member may be suspended from the Association for failing to pay membership dues or monies owed to the Association by the deadline dates prescribed by the Association. In addition to suspension or expulsion for failure to pay membership dues, a member may be suspended or expelled from the Association in accordance with the Association's policies and procedures relating to discipline of members.

Section 3: Rights of Members

Each member shall be eligible to appoint one voting representative to cast the member's vote in Association elections by proxy.

Section 4: Resignation and Termination

Any member may resign by filing a written resignation with the secretary. Resignation shall not relieve a member of unpaid dues, or other charges previously accrued. A member can have their membership terminated by a majority vote of the membership.

ARTICLE IV - MEETINGS OF MEMBERS

Section 1: Regular Meetings

Regular meetings of the members shall be held regularly, at a time and place designated by the chair.

Section 2: Annual General Meeting

An Annual General Meeting of the members shall take place within fifteen (15) months of the last General Meeting.

At the Annual General Meeting the members shall elect directors and officers, receive reports on the activities of the Association, and determine the direction of the Association for the coming year.

Any member who wishes to have new business included on the agenda for the meeting will give written notice to the Association at least ten (10) days prior to the meeting date or upon the sole discretion of the President or designate.

Section 3: Special Meetings

Special meetings may be called by the President, or a simple majority of the Board of Directors upon requisition of ten (10%) percent or more of the voting members of the Association. Agenda for a special meeting will be limited to the subject matter for which the meeting was duly called.

Notice of any special meeting of the Board of Directors shall be given at least fourteen (14) days in advance of the meeting by telephone, facsimile or electronic methods or by written notice.

Section 4: Notice of Meetings

Printed notice of each meeting shall be given to each voting member at least thirty (30) days and not more than sixty (60) days prior to the date of the meeting indicating the specific date, time and location including which will be designated by the chair.

Section 5: Quorum

A quorum for a meeting of the members shall consist of at least five (5) voting members.

Section 6: Voting at Meetings of Members

- 6.1 All issues to be voted on shall be decided by a simple majority of those active members present at the meeting in which the vote takes place. Vote will be determined by a show of hands unless a secret ballot is requested by the majority of those members voting.
 - a. Active members sixteen (16) years of age and older may attend and participate in meetings and are entitled to one (1) vote
 - b. Active members under the age of sixteen (16) may attend and participate in meetings but are not entitled to one (1) vote. One parent/guardian, on behalf of an Active Member under the age of sixteen (16), may attend and participate in meetings and are entitled to one (1) vote.
- 6.2 At the beginning of each meeting, the Board may appoint one or more scrutineers who will be responsible for ensuring that votes are properly cast and counted.
- 6.3 Proxy Voting – Voting members may vote at meetings of the Association by Proxy if:
 - a. The voting member notified the Association in writing at least two (2) days prior to any meeting of the Association of an appointment of a designate who is a voting member;
 - b. The proxy is received by the designate prior to the start of the meeting;

- c. The proxy clearly states the date of the specific meeting;
 - d. The proxy clearly states to who the proxy is given (a maximum of one proxy per person); and
 - e. The proxy signature matches the signature of the annual registration form.
- 6.4 The majority of the proxy votes and the votes of the members present who vote will decide each issue. In the event of a tie, the President will make the deciding vote.

ARTICLE V - GOVERNANCE - BOARD OF DIRECTORS

Section 1: General Powers

The affairs of the Association will be managed by its Board of Directors. The Board of Directors shall have control of and be responsible for the management of the affairs and property of the Association.

Section 2: Number, Tenure, Requirements, and Qualifications

The number of Directors shall be fixed from time-to-time by the Directors but shall consist of no less than three (3) not more than thirteen (13) consisting of the following officers:

- a. President
- b. Director of Finance
- c. Sport Director (Basketball)
- d. Sport Director (Tennis)
- e. Sport Director (Rugby)
- f. Sport Director (Athletics)
- g. 3 Directors at Large (Development, Public Relations, Secretary)
- h. Athlete Representative
- i. Director of Classification
- j. Immediate Past President
- k. Executive Director (ex-officio)

The members of the Board of Directors shall, upon election, immediately enter upon the performance of their duties and shall continue in office until their successors shall be duly elected and qualified. All members of the Board of Directors must be approved by a majority vote of the members present and voting.

No vote on new members of the Board of Directors shall be held unless a quorum of the Board of Directors is present as provided in Section 6 of this Article.

Each member of the Board of Directors shall be a member of the Association whose membership dues are paid in full and shall hold office for up to a two-year term as submitted by the nominations committee.

Their terms shall be staggered so that at the time of each annual meeting, the terms of approximately one-third (1/3) of all members of the Board of Directors shall expire. Each member of the Board of Directors shall attend at least fifty (50%) of meetings of the Board per year.

Section 3: Quorum for Meetings of the Board

The presence, in person of a majority of current members of the Board of Directors two-fifths (2/5) shall be necessary at any meeting to constitute a quorum to transact business, but a lesser number shall have power to adjourn to a specified later date without notice. The act of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

Section 4: Forfeiture

Any member of the Board of Directors who fails to fulfill any of his or her requirements as set forth in Section 2 shall automatically forfeit his or her seat on the Board. The Secretary shall notify the Director in writing that his or her seat has been declared vacant, and the Board of Directors may forthwith immediately proceed to fill the vacancy. Members of the Board of Directors who are removed for failure to meet any or all of the requirements of Section 2 of this Article are not entitled to vote at the Annual General Meeting.

Section 5: Vacancies

Whenever any vacancy occurs in the Board of Directors, the Board may appoint a qualified individual to fill the vacancy for the remainder of the vacant position's term of office

Section 6: Compensation

Members of the Board of Directors shall not receive any compensation for their services as Directors.

Section 7: Informal Action by Directors

Any action required by law to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by two-thirds (2/3) of all of the Directors following notice of the intended action to all members of the Board of Directors.

Section 8: Confidentiality

Directors shall not discuss or disclose information about the Association or its activities to any person or entity unless such information is already a matter of public knowledge, such person or entity has a need to know, or the disclosure of such information is in furtherance of the Associations' purposes, or can reasonably be expected to benefit the Association. Directors shall use discretion and good business judgment in discussing the affairs of the Association with third parties. Without limiting the foregoing, Directors may discuss upcoming fundraisers and the purposes and functions of the Association, including but not limited to accounts on deposit in financial institutions.

Each Director shall execute a confidentiality agreement consistent herewith upon being voted onto and accepting appointment to the Board of Directors.

Section 9: Parliamentary Procedure

Any question concerning parliamentary procedure at meetings shall be determined by the President by reference to Robert's Rules of Order.

Section 10: Removal

Any member of the Board of Directors or members may be removed with or without cause, at any time, by vote of two-thirds (2/3) of the members of the Board of Directors if in their judgment the best interest of the Association would be served thereby. Each member of the Board of Directors must receive written notice of the proposed removal at least ten (10) days in advance of the proposed action. An officer who has been removed as a member of the Board of Directors shall automatically be removed from office.

Members of the Board of Directors who are removed for failure to meet the minimum requirements in Section 2 of this Article in these by-laws automatically forfeit their positions on the Board and are not subject to the removal procedure outlined in Section 10.

Section 12: Powers of the Board

- 6.1 Powers of the Association – Except as otherwise provided in the Act or these Bylaws, the Board has the powers of the Association and may delegate any of its powers, duties and functions.
- 6.2 Managing the Affairs of the Association – The Board may make policies, procedures, and manage the affairs of the Association in accordance with the Act and these Bylaws.
- 6.3 Discipline – The Board may make policies and procedures relating to discipline of Members, and will have the authority to discipline Members in accordance with such policies and procedures.

- 6.4 Dispute Resolution - The Board may make policies and procedures relating to management of disputes within the Association and all disputes will be dealt with in accordance with such policies and procedures.
- 6.5 Employment of Persons - The Board may employ or engage under contract such persons as it deems necessary to carry out the work of the Association.
- 6.6 Borrowing Powers – The board may borrow money upon the credit of the Association as it deems necessary.
- 6.7 In order to carry out the purposes of the Association, the Board may, on behalf of an in the name of the Association, raise or secure the payment or repayment of money in such manner as they decide and in particular, but without limiting the generality of the foregoing, by the issue of debentures.
- 6.8 No debenture shall be issued without the sanction of a Special Resolution.
- 6.9 The members may, by Special Resolution, restrict the borrowing power of the Directors, but a restriction so imposed expires at the next Annual General Meeting.

ARTICLE VI – OFFICERS

The officers of this Board shall be the President, Secretary, Director of Finance, Directors at Large, Director of Classification, Sport Directors and Athlete Representative. All officers must have the status of active members of the Board.

President

The President shall preside at all meetings of the membership. The President shall have the following duties:

- a. The President will be the official spokesman of the Association, oversee paid office staff, conduct performance evaluations and will perform such other duties as may from time to time be established by the Board.
- b. The President shall preside at all meetings of the Board of Directors
- c. The President shall have general superintendence and direction of all other officers of the Association and see that their duties are properly performed.
- d. The President shall submit a report of the operations of the program for the fiscal year at the Annual General Meeting, and from time to time, shall report to the Board all matters that may affect this program.
- e. The President shall be Ex-officio member of all standing committees and shall have the power and duties usually vested in the office of the President.

Secretary (Director at Large)

The Secretary shall attend all meetings of the Board of Directors, and all meetings of members, will act as a clerk thereof. The Secretary's duties shall consist of:

- a. The Secretary shall record all votes and minutes of all proceedings in a book to be kept for that purpose. The Secretary in concert with the President shall make the arrangements for all meetings of the Annual General Meeting of the Association.
- b. The Secretary assisted by a staff member, shall send notices of all meetings to the members of the Association and shall take reservations for the meetings.
- c. The Secretary shall perform all official correspondence from the Board of Directors as may be prescribed by the Board or the President.

Director of Finance

The Director of Finance will keep proper accounting records as required by the Act. The Director of Finance duties shall be:

- a. The Director of Finance shall submit for approval of all expenditures of funds raised for the Association.
- b. The Director of Finance will supervise the management and the disbursement of funds of the Association.
- c. The Director of Finance shall present a complete and accurate report of the finances raised by the Association at each meeting of the members
- d. It shall be the duty of the Director of Finance to assist in direct audits of the funds of the program according to funding source guidelines and generally accepted accounting principles.
- e. The Director of Finance shall perform such other duties as may be prescribed by the President under whose supervision he/she shall be.

Director of Development (Director at Large)

The Director of Development will identify needs of the Association including clinics, workshops, projects, programs and resources; liaise with sports organizations in Ontario that relate to athletes with a disability. Help to coordinate clinics and workshops in conjunction with the Sports Directors; and will perform such other duties as may from time to time be established by the Board.

Director of Public Relations

The Director of Public Relations will be responsible for arranging media coverage of ONPARA events; develop a media resource database to include media tapes and athlete profiles, etc.; promote a positive image of the Association; create and design all promotional material; work in conjunction with the Executive Director to produce the Association's newsletter; and will perform such other duties as may from time to time be established by the Board.

Directors at Large

The Directors at Large will attend all meetings of the Board and will perform such other duties as may from time to time be established by the Board.

Sport Directors

The Sport Directors will attend all meetings of the Board and are responsible for the direction of their specific sport, helping to create and support programs and initiatives that promote their sport. Develop working budgets and potential programs and support initiatives that will help to grow their specific sport and athletes. Help to coordinate clinics and workshops in conjunction with the Director of Development; and will perform such other duties as may from time to time be established by the Board.

Athlete Representative

The Athlete Representatives will gather input and information from athletes and represent such information to the Board of Directors; communicate and promote the view and interests of athletes; keep athlete informed of policies, program and development; define and secure athlete's rights; and will perform such other duties as may from time to time be established by the Board.

Executive Director

The Executive Director will be responsible for liaison between the Board and staff, will support the Board in carrying out its duties and will have overall management responsibility for all programs and activities of the Association.

Section 1: Election of Officers

The Nominating Committee shall submit at the meeting prior to the annual meeting the names of those persons for the respective offices of the Board. The election shall be held at the Annual General Meeting. Those officers elected shall serve a term of two (2) year, commencing at the next meeting following the annual meeting.

Officers on the Board of Directors shall be eligible to succeed themselves in their respective offices for three (3) terms only.

Section 2: Removal of Officer

The Advisory Board with the concurrence of two-thirds (2/3) of the members voting at the meeting may remove any officer of the Board of Directors and elect a successor for the unexpired term. No officer of the Board of Directors shall be expelled without an opportunity to be heard and notice of such motion of expulsion shall be given to the member in writing twenty (20) days prior to the meeting at which motion shall be presented, setting forth the reasons of the Board for such expulsion.

Section 3: Vacancies

The Nominating Committee shall also be responsible for nominating persons to fill vacancies which occur between Annual General Meetings. The persons so elected shall hold membership or office for the unexpired term in respect of which such vacancy occurred.

Section 4: Conflict of Interest

Any Director, Officer, member or member of a committee who has an interest, or who may be perceived as having an interest, in a proposed contract or transaction with the Association will disclose fully and promptly the nature and extent of such interest to the Board or Committee, as the case may be, will refrain from voting or speaking in debate on such contract or transaction; will refrain from influencing the decision on such contract or transaction; and will otherwise comply with the requirements of the Act regarding conflict of interest.

Section 5: Compensation

- a. A voting member of the Board of Directors who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the Board of Directors or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Association, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Section 6: Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its not for profit status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Association's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE X – IDEMNIFICATION

Section 1: General

To the full extent authorized under the laws of the Province of Ontario, the Association shall indemnify any Director, Officer, and Employee of the Association.

The Association will indemnify and hold harmless out of the funds of the Association each Director and Officer, their heirs, executors and administrators from and against any and all claims, demands, actions or costs which may arise or be incurred as a result of occupying the position or performing the duties of a Director or Officer.

The Association will not indemnify a Director or Officer or any other person for acts of fraud, dishonesty, or bad faith.

The Association will, at all times, maintain in force such directors and officers liability insurance as may be approved by the Board of Directors.

ARTICLE XI - BOOKS AND RECORDS

The Association shall keep complete books and records of account and minutes of the proceedings of the Board of Directors.

ARTICLE XII - AMENDMENTS

Section 1: Bylaws

The Board of Directors may amend these Bylaws by majority vote at any regular or special meeting as directed by the members at the Annual General Meeting. Written notice setting forth the proposed amendment or summary of the changes to be effected thereby shall be given to each Director within the time and the manner provided for the giving of notice of meetings of Directors.

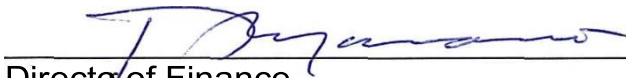
ADOPTION OF BYLAWS

We, the undersigned, are the elected Officers for the Ontario Para Network, and we consent to, and hereby do, adopt the foregoing Bylaws, consisting of the 11 preceding pages, as the Bylaws of this Association.

ADOPTED AND APPROVED on behalf of the Board of Directors on this 9th day of March 2017.



President



Director of Finance



Director at Large



CONFLICT OF INTEREST

Revised May 2021

ONPARA – Conflict of Interest Policy

Definitions

1. The following terms have these meanings in this Policy:
 - a. “Act” – Corporations Act of Ontario, R.S.O. 1990, Chapter C.38
 - b. “Conflict of Interest” – A real or seeming incompatibility between one’s private interests and one’s public or fiduciary duties.
 - c. “Pecuniary Interest” – An interest that an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual, or another person with whom that individual is associated.
 - d. “Non-Pecuniary Interest” – Family relationships, friendships, volunteer positions in associations or other interests that do not involve the potential for financial gain or loss.
 - e. “Perceived Conflict of Interest” – A perception by an informed person that a conflict of interest exists or may exist.
 - f. “ONPARA” – Ontario Para Network.
 - g. “ONPARA Member”- All categories of members of ONPARA, as well as all individuals employed by or engaged in activities with ONPARA, including but not limited to, athletes, coaches, officials, volunteers, directors, officers, team managers, medical personnel, administrators and employees.

Purpose and Application

2. The purpose of this Policy is to describe how ONPARA Members will conduct themselves in matters relating to real or perceived conflicts of interest, and to clarify how ONPARA will make decisions in situations where conflicts of interest may exist.
3. This Policy applies to all ONPARA Members.

Statutory Obligations

4. ONPARA is incorporated and governed under the Act in matters involving a real or perceived conflict between the personal interests of ONPARA Members and the broader interests of the ONPARA
5. Under the Act, any real or perceived conflict, whether pecuniary or non-pecuniary, between an ONPARA Members’ interest and the interests of ONPARA, must at all times be resolved in favor of ONPARA.

Additional Obligations

6. In addition to fulfilling all requirements of the Act, ONPARA Members will also fulfill the additional requirements of this Conflict of Interest Policy as follows, ONPARA Members ~~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 ONPARA, unless such business, transaction or other interest is properly disclosed to ONPARA;
 - b. Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration, or who might seek, in any way, preferential treatment;
 - c. In the performance of their official duties, accord preferential treatment to family members, friends or colleagues, or to 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 ONPARA, where such information is confidential or is not generally available to the public;
 - e. Use ONPARA property, equipment, supplies or services for activities not associated with the performance of official duties with ONPARA without the permission of ONPARA;
 - f. Place themselves in positions where they could, by virtue of being an ONPARA Member, influence decisions or contracts from which they could derive any direct or indirect benefit or interest; or
 - g. Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being an ONPARA Member.

Disclosure of Conflict of Interest

7. An ONPARA Member will disclose a conflict of interest to the ONPARA Board of Directors immediately upon becoming aware that there exist real or perceived conflicts of interest.
8. Any person who is of the view that a Member of ONPARA may be in a position of conflict of interest may report this matter in writing to the ONPARA Board of Directors.

Resolving Conflicts in Decision-making

9. Decisions or transactions that involve a real or perceived conflict of interest that have been disclosed by an ONPARA Member will be considered and decided upon by ONPARA Board of Directors provided that:
 - a. The nature and extent of the ONPARA Member's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded in the minutes;
 - b. The ONPARA Member does not participate in discussion on the matter giving rise to the conflict of interest;

- c. The ONPARA Member abstains from voting on the proposed decision or transaction;
- d. The ONPARA Member is not included in the determination of quorum for the proposed decision or transaction; and
- e. The decision or transaction is in the best interests of the ONPARA.

Conflicts Involving Employees

- 10. ONPARA will restrict employees from being affiliated with any ONPARA member during the term of their employment unless consented to by ONPARA. Any determination as to whether there is a conflict of interest will rest solely with ONPARA, and where a conflict of interest is deemed to exist, the employee will resolve the conflict by ceasing the activity giving rise to the conflict
- 11. ONPARA will not restrict employees from accepting other employment, contracts or volunteer appointments during the term of their employment with ONPARA, provided that the employment, contract or volunteer appointment does not diminish the employee's ability to perform the work contemplated in their employment agreement with ONPARA or is in conflict with section 10. Any determination as to whether there is a conflict of interest will rest solely with ONPARA, and where a conflict of interest is deemed to exist, the employee will resolve the conflict by ceasing the activity giving rise to the conflict

Enforcement

- 12. Failure to adhere to this Policy may give rise to discipline in accordance with ONPARA's Discipline and Complaints Policy.



CODE OF CONDUCT

Revised May 2021

ONPARA – Code of Conduct and Ethics

Code of Conduct

ONPARA is committed to providing an environment in which all individuals are treated with respect. Further, ONPARA supports equal opportunity and prohibits discriminatory practices. Members of ONPARA, parents/guardians of ONPARA members, and spectators at ONPARA's events are expected to conduct themselves at all times in a manner consistent with the values of ONPARA that include fairness, integrity, open communication and mutual respect.

Conduct that violates this Code of Conduct and Ethics may be subject to sanctions pursuant to ONPARA's policies related to discipline and complaints.

Purpose

The purpose of this Code of Conduct and Ethics is to ensure a safe and positive environment within ONPARA programs, activities and events, by making all individuals aware that there is an expectation of appropriate behavior, consistent with the values of ONPARA, at all times.

Definitions

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

- a) "Individuals" – ONPARA members, parents/guardians of ONPARA members, spectators at ONPARA events, and ONPARA volunteers.
- b) "ONPARA" – Ontario Para Network.

Application of this Policy

2. This policy applies to Individuals relating to conduct that that may arise during the course of ONPARA's business, activities and events, including but not limited to, the office environment, competitions, practices, training camps, travel, and any meetings of committees or the Board of Directors.
3. This policy applies to conduct that may occur outside of ONPARA's business and events when such conduct adversely affects relationships within ONPARA's work and sport environment and is detrimental to the image and reputation of the ONPARA.
4. Conduct arising within the business, activities and events of clubs or other organizations affiliated with ONPARA will be dealt with using the policies and mechanisms of such organizations.

Responsibilities

5. All Individuals have a responsibility to:

- a) Maintain and enhance the dignity and self-esteem of ONPARA Members and other Individuals by:
 - i. Demonstrating respect to individuals regardless of body type, athletic ability, gender, ethnic or racial origin, sexual orientation, age, marital status, religion, political belief, disability or economic status;
 - ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees and members;
 - iii. Consistently demonstrating the spirit of sportsmanship, sports leadership and ethical conduct;
 - iv. Acting, when appropriate, to prevent or correct practices that are unjustly discriminatory;
 - v. Consistently treating individuals fairly and reasonably;
 - vi. Ensuring that the rules of the wheelchair sport, and the spirit of such rules, are adhered to.

- b) Refrain from any behavior 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 behavior that constitute harassment include, but are not limited to:
 - i. Written or verbal abuse, threats or outbursts;
 - ii. The display of visual material which is offensive or which one ought to know is offensive;
 - iii. Unwelcome remarks, jokes, comments, innuendos or taunts about a person's looks, body, attire, age, race, religion, sex or sexual orientation;
 - iv. Leering or other suggestive or obscene gestures;
 - v. Condescending or patronizing behavior which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
 - vi. Practical jokes which cause awkwardness or embarrassment, endanger a person's safety or negatively affect performance;
 - vii. Any form of hazing;
 - viii. Unwanted physical contact including touching, petting, pinching or kissing;
 - ix. Unwelcome sexual flirtations, advances, requests or invitations;
 - x. Physical or sexual assault;
 - xi. Behaviors such as those described above that are not directed towards individuals or groups but have the same effect of creating a negative or hostile environment; or
 - xii. Retaliation or threats of retaliation against an individual who reports harassment.

- c) Refrain from any behavior that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual comments, advances or conduct of a sexual nature.

- d) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities.
- e) In the case of adults, avoid consuming alcohol in situations where minors are present, and take reasonable steps to manage the responsible consumption of alcoholic beverages in adult-oriented social situations associated with ONPARA events.
- f) Respect the property of others and not willfully cause damage.
- g) Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods.
- h) Comply at all times with the Constitution, Bylaws, policies, rules and regulations of the ONPARA, as adopted and amended from time to time.

Coaches

- 6. In addition to paragraph 5 above, **Coaches** have additional responsibilities. The athlete-coach relationship is a privileged one and plays a critical role in the personal as well as athletic development of their athletes. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it. Coaches will at all times:
 - a) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability and fitness level of athletes, including educating athletes as to their responsibilities in contributing to a safe environment;
 - 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 problems;
 - d) Under no circumstances provide, promote or condone the use of drugs or performance-enhancing substances;
 - e) Accept and promote athletes' personal goals and refer athletes to other coaches and sports specialists as appropriate and as opportunities arise;

- f) At no time engage in an intimate or sexual relationship with an athlete of under the age of 18 years and at no time engage in an intimate or sexual relation with an athlete over the age of 18 if the coach is in a position of power, trust or authority over the athlete.

- g) Where an athlete has qualified for a training camp, provincial team, national team, etc., the Coach will support the program, applicable coaching staff and ONPARA.

Athletes

7. In addition to paragraph 5 above, **Athletes** who have been selected to a representative team of ONPARA will have additional responsibilities to:
- a) Avoid the use of banned substances that contravene the rules of the International Olympic Committee (IOC), the rules of the International Federation and the Canadian Policy on Doping in Sport, excluding prescribed medical drugs, which should be registered with the responsible Coach and/or Official before the event.
 - b) No athlete under the age of 19 will possess or use alcohol or tobacco in any form.
 - c) Athletes over the age of 19 will not possess or use alcohol or tobacco in any form within the immediate area of residence or competition site and will not provide such substance to other under the age of 19.
 - d) Report any medical problems in a timely fashion, where such problems may limit the athlete's ability to travel, train or compete;
 - e) Participate and appear on time in all competitions, practices, training sessions, events, activities or projects;
 - f) Properly represent themselves and not attempt to enter a competition for which they are not eligible, by reason of age, classification or other reasons.
 - g) Adhere to ONPARA's rules and requirements regarding clothing and equipment.

Parents/Guardians and Spectators

8. In addition to paragraph 5 above, **Parents/Guardians** of ONPARA Members and **Spectators** at events will:
- a) Encourage athletes to play by the rules and to resolve conflicts without resorting to hostility or violence;
 - b) Never ridicule a participant for making a mistake during a performance or practice;
 - c) Provide positive comments that motivate and encourage participants continued effort;
 - d) Respect the decisions and judgments of officials, and encourage athletes to do the

same;

- e) Never question an officials' or ONPARA staffs' judgment or honesty;
- f) Respect and show appreciation to all competitors, and to the coaches, officials and other volunteers who give their time to the sport.



CODE OF CONDUCT

(BOARD OF DIRECTORS)

Revised May 2021

ONPARA – Code of Conduct for Board Members

Goal:

To establish a set of principles and practices of the ONPARA Board of Directors that will set parameters and provide guidance and direction for board conduct and decision-making.

Board members must represent, with unconflicted loyalty, the interests of the membership. This accountability supersedes any conflicting loyalty such as that to advocacy or interest groups and membership on other Boards or staffs. This accountability supersedes the personal interests of any Board member acting as an individual consumer of the ONPARA services.

Code:

Members of the Board of Directors of the ONPARA are committed to observing and promoting the highest standards of ethical conduct in the performance of their responsibilities on the board of the ONPARA. Board members pledge to accept this code as a minimum guideline for ethical conduct and shall:

Accountability:

1. Faithfully abide by the Articles of Incorporation, By-laws and Constitution, and the Policies and Procedures of the ONPARA.
2. Exercise reasonable care, good faith and due diligence in organizational affairs.
3. Fully disclose, at the earliest opportunity, information that may result in a perceived or actual conflict of interest.
4. Fully disclose, at the earliest opportunity, information of fact that would have significance in board decision-making.
5. Remain accountable for prudent fiscal management to association members, the board, and not for profit sector, and where applicable, to government and funding bodies.

Professional Excellence:

6. Maintain a professional level of courtesy, respect, and objectivity in all ONPARA Activities.
7. Strive to uphold those practices and assist other ONPARA members on the board in upholding the highest standards of conduct

Personal Gain:

8. Exercise the powers invested for the good of all members of the ONPARA rather than for his or her personal benefit.

Equal Opportunity:

9. Ensure the right of all association members to appropriate and effective services without discrimination on the basis of the organization's volunteer or staff make-up in respect to gender, sexual orientation, national origin, race, religion, age, political affiliation or disability, in accordance with all applicable legal and regulatory requirements.

Confidential Information:

10. Respect the confidentiality of sensitive information known due to board service.

Collaboration and Cooperation:

11. Respect the diversity of opinions as expressed or acted upon by the ONPARA board, committees and membership, and formally register dissent as appropriate.
12. Promote collaboration, cooperation, and partnership among association members.



CODE OF CONDUCT (OFFICIALS)

ONPARA Code of Conduct for Officials

Code of Conduct

ONPARA is committed to providing an environment in which all individuals are treated with respect. Further, ONPARA supports equal opportunity and prohibits discriminatory practices. Official assigned by ONPARA to officiate events are expected to conduct themselves at all times in a manner consistent with the values of ONPARA that include fairness, integrity, open communication, and mutual respect.

Conduct that violates this Code of Conduct and Ethics may be subject to sanctions pursuant to ONPARA's policies related to discipline and complaints.

Purpose

The purpose of this Code of Conduct and Ethics is to ensure a safe and positive environment within ONPARA programs, activities and events, by making all Officials aware that there is an expectation of appropriate behaviour, consistent with the values of ONPARA, at all times.

Application of this Policy

1. This policy applies to designated Officials relating to conduct that may arise during the course of ONPARA's business, activities and events, including but not limited to, the office environment, competitions, practices, training camps, travel, and any meetings of committees or the Board of Directors.
2. The Athlete-Official relationship is a privileged one of mutual respect. Officials must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it. Officials will at all times:
 - a. Ensure a safe environment within the competition or training area.
 - b. Under no circumstances provide, promote, or condone the use of drugs or performance-enhancing substances;
 - c. At no time engage in an intimate or sexual relationship with an athlete under the age of 18 years and at no time engage in an intimate or sexual relation with an athlete over the age of 18 as the Official is in a position of power, trust or authority over an athlete.
 - d. Not engage in an conduct or activity on or off the field of play that may impair public confidence or may bring the reputation of the Sport into disrepute.

Responsibilities

All designated Officials have a responsibility to:

- a) Maintain and enhance the dignity and self-esteem of ONPARA Members and other Individuals by:
 - i. Demonstrating respect to individuals regardless of body type, athletic ability, gender, ethnic or racial origin, sexual orientation, age, marital status, religion, political belief, disability or economic status;
 - ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, other officials, organizers, volunteers, employees and members;
 - iii. Consistently conduct themselves in a business-like manner reinforcing the spirit of sportsmanship, sports leadership and ethical conduct;
 - iv. Acting, when appropriate, to prevent or correct practices that are unjustly discriminatory;
 - v. Consistently treating individuals fairly and reasonably;
 - vi. Ensuring that the rules of the wheelchair sport, and the spirit of such rules, are adhered to and fair for all.

- b) Refrain from any behavior 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 behavior that constitute harassment include, but are not limited to:
 - i. Written or verbal abuse, threats or outbursts;
 - ii. The display of visual material which is offensive or which one ought to know is offensive;
 - iii. Unwelcome remarks, jokes, comments, innuendos or taunts about a person's looks, body, attire, age, race, religion, sex or sexual orientation;
 - iv. Leering or other suggestive or obscene gestures;
 - v. Condescending or patronizing behavior which is intended to undermine self-esteem, diminish performance or adversely affect working conditions;
 - vi. Practical jokes which cause awkwardness or embarrassment, endanger a person's safety or negatively affect performance;
 - vii. Unwanted physical contact including touching, petting, pinching or kissing;
 - viii. Unwelcome sexual flirtations, advances, requests or invitations;
 - ix. Physical or sexual assault;
 - x. Behaviors such as those described above that are not directed towards individuals or groups but have the same effect of creating a negative or hostile environment; or
 - xi. Retaliation or threats of retaliation against an individual who reports harassment.

- c) Refrain from any behavior that constitutes sexual harassment, where sexual harassment is defined as unwelcome sexual comments, advances or conduct of a sexual nature.
- d) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities.
- e) Avoid consuming alcohol in situations where minors are present, and take reasonable steps to manage the responsible consumption of alcoholic beverages in adult-oriented social situations associated with ONPARA events.

Additional Responsibilities

- a) Maintain and update their knowledge of the rules and rule changes.
- b) Work within the boundaries of their position's description while supporting the work of other Officials.
- c) Agreeing to enforce and abide by International, National, Provincial rules and regulations for the specific sport.
- d) Take ownership of actions and decisions made while officiating.
- e) Respect the rights, dignity and worth of all individuals as well as coaches and athletes.
- f) Not publicly criticize other officials or any club or Association.
- g) Act openly, impartially, professionally, lawfully and in good faith.
- h) Be fair, equitable, considerate, independent, honest and impartial in all dealings.
- i) Respect the confidentiality required by issues of a sensitive nature, which may include ejections, defaults, forfeits, discipline proceedings, appeals and specific information or data about an individual.
- j) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform the assignor or the ONPARA at the earliest possible time.
- k) When writing reports, state the true facts to the best of your ability.
- l) Dress in proper attire for officiating so that you are easily identifiable to the coaches and athletes.



SCREENING POLICY

Revised May 2021

ONPARA – Screening Policy

Purpose

1. Screening of personnel and volunteers is an important part of providing a safe environment among sport organizations which provide programs and services to youth and people with disabilities. ONPARA is responsible, at law, to do everything reasonable to provide a safe and secure environment for participants in its programs, activities and events. ONPARA takes very seriously, and is committed to, fulfilling the duty of care it owes to its members.
2. The purpose of screening is to identify individuals within ONPARA who pose a risk to children, youth and people with disabilities.

Policy Statement

3. Not all personnel affiliated with ONPARA will be required to undergo screening through a Police Records Check (“PRC”), as not all positions pose a risk of harm to ONPARA or its members.
4. Persons who will be subject to screening through a PRC are those who work closely with minor athletes, athletes with a disability and who occupy positions of trust and authority within ONPARA programs. Such ‘designated positions’ include:
 - a) All individuals in paid staff positions;
 - b) All persons affiliated with provincial teams, whether paid or volunteer; and
 - c) Any staff person, board member or volunteer appointed to accompany an ONPARA team to an event or competition whether as a coach, manager, chaperone, driver or official in another role.
5. It is the ONPARA’s policy that:
 - a) All positions will have a clear set of guidelines about appropriate behaviour and conduct.
 - b) The recruitment process for all ‘designated positions’ may involve:
 - i. Requiring the candidate to complete an application form for the position;
 - ii. Interviewing the candidate for the position; and
 - iii. Checking a minimum of two references, one of which will be specific to working with children or youth.
 - c) PRCs will be mandatory for all persons in ‘designated positions’. There will be no exceptions.
 - d) Failure to participate in the PRC process as outlined in this policy will result in ineligibility for the ‘designated position’.
 - e) ONPARA will not knowingly fill a ‘designated position’ with a person who has a conviction for a ‘relevant offence’ as defined in this policy.

- f) A person in a 'designated position' will be provided an orientation session that will explain performance expectations and provide the training necessary for satisfactory performance.
- g) If a person in a 'designated position' subsequently receives a conviction for, or be found guilty of, a relevant offences, he/she will report this circumstance immediately to ONPARA.

Screening Committee

- 6. The implementation of this policy is the responsibility of the Screening Committee, a committee of three persons appointed by the Board of Directors for a term of two years.
- 7. The Screening Committee will carry out its duties in an independent manner and at arms-length from the Board of Directors and the staff of the ONPARA.
- 8. The Screening Committee is responsible for receiving and reviewing all PRCs and, based on such reviews, making decisions regarding the appropriateness of individuals occupying 'designated positions'. The Screening Committee may approve an individual's participation in a 'designated position', may deny an individual's participation in a 'designated position' or may approve an individual's participation in a 'designated position' subject to terms and conditions as the Screening Committee deems appropriate.
- 9. In carrying out its duties, the Screening Committee may consult with independent experts including lawyers, police, risk management consultants or volunteer screening specialists. The decisions of the Screening Committee are final and binding and may not be appealed.

Procedure

- 10. Each person subject to this policy will apply for and obtain a PRC at their local police detachment. If there is a charge to obtain the PRC, ONPARA will **not** reimburse the person for such expense.
- 11. Each person subject to this policy will submit the original copy of their PRC to the Screening Committee, c/o ONPARA at its head office, in an envelope marked 'Confidential'.
- 12. The Screening Committee will review all PRCs received and will determine whether the PRC reveals a relevant offence. The Screening Committee will render its decision in accordance with paragraph 8 and will notify the person and ONPARA of its decision in writing. The original copy of the PRC will be destroyed or returned to the person who supplied it.

13. PRCs are valid for a period of two years.

Relevant Offences

14. For the purposes of this policy, a 'relevant offence' is any of the following offences for which pardons have not been granted:
- a) If imposed in the last five years:
 - i. Any criminal offence involving the use of a motor vehicle, including but not limited to impaired driving; or
 - ii. Any violations for trafficking under the Controlled Drug and Substances Act.
 - b) If imposed in the last ten years:
 - i. Any crime of violence including but not limited to, all forms of assault; or
 - ii. Any criminal offence involving a minor or minors.
 - c) If imposed at any time:
 - i. Any criminal offence involving the possession, distribution, or sale of any child-related pornography;
 - ii. Any sexual offence involving a minor or minors; or
 - iii. Any offence involving fraud.

Records

15. The Screening Committee will retain no copies of PRCs, but may retain written records of its communications with the persons submitting the PRC and with the ONPORA. 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.

Review and Approval

16. This policy was approved by the Board of Directors of ONPORA on March 9, 2017. This policy is not a static document: it will be reviewed by the Board of Directors, with input from the Screening Committee, on an annual basis.

17. Where required, ONPORA will revise all contracts of employment and contracts for services, as they come up for revision or renewal, to reflect the requirements of this policy.



PUBLIC INFORMATION

Revised May 2021

ONPARA – PUBLIC INFORMATION ON PRIVACY

Purpose

1. Privacy of personal information is governed by the Personal Information Protection and Electronics Documents Act (“PIPEDA”). ONPARA’s Privacy Policy describes the way that the ONPARA collects, uses, and discloses personal information in the course of commercial activities, and states the ONPARA’s commitment to collecting, using and disclosing personal information responsibly. The ONPARA Privacy Policy is based on the standards required by PIPEDA, and the ONPARA’s interpretation of these responsibilities.
2. A copy of the ONPARA’s Policy is available upon request to the ONPARA.

Personal Information

3. Personal information is information about an identifiable individual and includes information that relates to their personal characteristics (e.g., gender, age, income, home address or phone number, ethnic background, family status), their health (e.g., health history, health conditions, health services received by them) or their activities and views (e.g., religion, politics, opinions expressed by an individual, an opinion or evaluation of an individual). Personal information, however, does not include business information (e.g., an individual’s business address and telephone number), which is not protected by PIPEDA.

Accountability

4. The Privacy Officer of ONPARA is responsible for the monitoring of personal information collection, use, disclosure, data security and ensuring that all staff receives appropriate training on privacy issues. The Privacy Officer also handles personal information access requests and complaints. The Privacy Officer may be contacted at the following address:

Ontario Para Network C/O Privacy

Officer
100 Sunrise Avenue, Suite 101
Toronto, Ontario M4A 1B3

Tel: (416) 426 7189
Email: info@onpara.ca

Purpose

5. Personal information will only be collected by the ONPARA to meet and maintain the highest standard of organizing and programming. The ONPARA collects personal information from prospective members, members, athletes, coaches, referees, participants, managers, fans and volunteers for purposes described in the ONPARA's Privacy Policy including, but not limited to:
 - a) Emergency contacts, managing insurance claims and receiving communications from ONPARA.
 - b) Database entry at the Coaching Association of Canada and to determine level of certification, coaching qualifications and coach selection.
 - c) Registration at programs, activities and events; travel administration and purchasing equipment, coaching manuals and other products.
 - d) Determine eligibility, classification, age group and appropriate level of play/competition.
 - e) Award nominations, bios, published articles and media relations.
 - f) Athlete registration forms, outfitting uniforms, media relations and various components of athlete and team selection.
 - g) Technical monitoring, coach/club review, officials training, educational purposes, sport promotion, media publications and posting on ONPARA's website, displays or posters. In some cases, videos from an event will be available for purchase.
 - h) Implementing ONPARA's volunteer screening program.
 - i) Medical emergency or reports relating to medical or emergency issues.
 - j) Club contact information.
 - k) Communication within and between committees, volunteers and Board members.
 - l) Discipline results and long term suspension list to notify third parties of suspended members.

Consent

6. The ONPARA will obtain consent by lawful means from individuals at the time of collection, prior to the use or disclosure of the personal information. The ONPARA may collect personal information without consent where reasonable to do so and where permitted by law.
7. By providing personal information to the ONPARA, individuals are consenting to the use of the information for the purposes identified in the ONPARA Privacy Policy.
8. An individual may withdraw consent to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. The Privacy Officer will advise the individual of the implications of such withdrawal.

Limiting Use, Disclosure and Retention

9. Personal information will not be used or disclosed by the ONPARA for purposes other than those for which it was collected as described in the ONPARA Privacy Policy, except with the consent of the individual or as required by law.

10. Personal information will be retained for certain periods of time in accordance with the ONPARA's Privacy Policy.

Safeguards

11. Personal information is protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.
12. Methods of protection and safeguards include, but are not limited to, locked filing cabinets, restricted access to offices, security clearances, need-to-know access and technological measures including the use of passwords, encryption and firewalls.

Openness

13. The information available to the public includes:
 - a) The name or title, address and telephone number of the ONPARA's Privacy Officer.
 - b) The forms that may be used to access personal information or change information.
 - c) A description of the type of personal information held by the ONPARA, including a general statement of its approved uses.
 - d) A copy of any information that explain the organization's policies, standards, or codes.

Individual Access

14. Upon written request, and with assistance from the ONPARA, an individual may be informed of the existence, use and disclosure of his or her personal information and will be given access to that information. As well, an individual is entitled to be informed of the source of the personal information along with an account of third parties to whom the information has been disclosed.
15. Requested information will be disclosed to the individual within 30 days of receipt of the written request at no cost to the individual, or at nominal costs relating to photocopying expenses, unless there are reasonable grounds to extend the time limit.
16. An individual may be denied access to his or her personal information if:
 - a) This information is prohibitively costly to provide;
 - b) The information contains references to other individuals;
 - c) The information cannot be disclosed for legal, security or commercial proprietary purposes;
 - d) The information is subject to solicitor-client or litigation privilege.
17. Upon refusal, the ONPARA will inform the individual the reasons for the refusal and the associated provisions of PIPEDA.

Challenging Compliance

18. An individual may challenge the ONPARA's compliance with PIPEDA, by submitting a challenge in writing.
19. Upon receipt of a written complaint, the ONPARA 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 or letter clarifying the nature of the complaint within three days of receipt of the complaint;
 - d) Appoint an investigator using the ONPARA personnel or an independent investigator, who will have the skills necessary to conduct a fair and impartial investigation, and who will have unfettered access to all files and personnel, within ten days of receipt of the complaint.
 - e) Upon completion of the investigation, the investigator will submit a written report to the ONPARA.
 - f) Notify the complainant of the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures.
20. An individual may appeal a decision made by the ONPARA, in accordance with the ONPARA's policies for appeals.

IP Address

When the user's web browser requests a web page from another computer on the Internet, it automatically gives that computer the address where it should send the information. This address is called the computer's "IP address."

The ONPARA does not collect, use or disclose IP Addresses.

Cookies

Cookies are small text files that a Web browser transfers to and from your hard drive for record keeping purposes. Cookies make life easier for you by saving your passwords, purchases, and preferences while you're at our site. The use of cookies is an Internet standard, and you'll find cookies at most major Web sites. The use of cookies is an industry standard and many major browsers are initially set up to accept them. You can reset your browser to either refuse to accept all cookies or to notify you when you have received a cookie. However, if you refuse to accept cookies, you may not be able to use some of the features available on websites.

The ONPARA does not use cookies to identify specific individuals.

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Applicable Law

This site is created and controlled by the ONPARA in the province of Ontario. As such, the laws of the province of Ontario will govern these disclaimers, terms and conditions, without giving effect to any principles of conflict of laws.



CONFIDENTIALITY POLICY

Revised May 2021

ONPARA - CONFIDENTIALITY POLICY

Preamble

1. This policy applies to ONPARA directors, officers, committee members, coaches, managers, volunteers, and employees (including contract personnel) (hereinafter "ONPARA Representatives") who have access to Confidential Information as defined in paragraph 6.

Responsibilities

2. ONPARA Representatives will not, either during the period of their involvement/employment or any time thereafter, disclose to any person or organization any Confidential Information about ONPARA acquired during their period of involvement/employment, unless expressly authorized to do so.
3. ONPARA Representatives will not publish, communicate, divulge or disclose to any unauthorized person, firm, corporation, third party or parties any Confidential Information, without the express written consent of ONPARA.
4. ONPARA Representatives will not use, reproduce or distribute such Confidential Information or any part thereof, without the express written consent of ONPARA.
5. All files and written materials relating to Confidential Information of ONPARA will remain the property of ONPARA and upon termination of involvement/employment with ONPARA or upon request of ONPARA, the ONPARA Representative will return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, immediately upon such request.
6. The term "Confidential Information" includes, but it not limited to the following:
 - a) Personal Information of ONPARA Members and Representatives, including but not limited to, names, addresses, e-mail, telephone number, cell phone number, date of birth and financial information;
 - b) Information related to the programs, fundraisers, business or affairs of ONPARA or any ONPARA Representative; and
 - c) ONPARA intellectual property, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, and financial information.

Intellectual Property

7. Copyright and any other intellectual property rights in all written material (including material in electronic format) and other works produced in connection with employment or volunteer involvement with ONPARA will be owned solely by ONPARA, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes. ONPARA may grant permission for others to use such written material or other works, subject to such terms and conditions as ONPARA may prescribe.

Enforcement

8. A breach of any provision in this policy may give rise to discipline in accordance with ONPARA's Discipline and Complaints policy.



PRIVACY POLICY

Revised May 2021

ONPARA - PRIVACY POLICY

Article 1 General

- 1.1 Purpose –The purpose of this policy is to govern the collection, use and disclosure of personal information in the course of commercial activities and personal health information in a manner that recognizes the right of privacy of individuals with respect to their personal information and the need of Ontario Para Network to collect, use or disclose personal information.
- 1.2 Definitions – The following terms have these meanings in this Policy:
- a) Act – Personal Information Protection and Electronic Documents Act.
 - b) Commercial Activity – any particular transaction, act or conduct that is of a commercial character.
 - c) Organization – includes an association, a partnership, a person, an unincorporated association, a trust, a not for profit organization, a trade union and a corporation.
 - d) Personal Information – any information about an identifiable individual.
 - e) Personal Health Information – any health information about an identifiable individual.
 - f) Representatives- Directors, officers, employees, committees, members, volunteers, coaches, contractors and other decision makes within ONPARA.
- 1.3 Application –This Policy applies to directors, officers, employees, committee members, volunteers, coaches, managers, contractors, and other decision-makers within ONPARA in connection with personal information that is collected, used or disclosed in connection with any commercial activity.
- 1.4 Statutory Obligations –ONPARA is governed by the Personal Information Protection and Electronic Documents Act in matters involving the collection, use and disclosure of personal information.
- 1.5 Additional Obligations – In addition to fulfilling all requirements of the Act, ONPARA and its Representatives will also fulfill the additional requirements of this Policy. Representatives of ONPARA will not:
- a) Disclose personal information to a third party during any business or transaction unless such business, transaction or other interest is properly consented to in accordance with this Policy;
 - b) Knowingly place themselves in a position where they are under obligation to any organization to disclose personal information;
 - c) In the performance of their official duties, disclose personal information to family members, friends or colleagues, or to organizations in which their family members, friend or colleagues have an interest;
 - d) Derive personal benefit from personal information that they have acquired during the course of fulfilling their duties with ONPARA; and

- e) Accept any gift or favor that could be construed as being given in anticipation of, or in recognition for, the disclosure of personal information.
- 1.6 Ruling on Policy – Except as provided in the Act, the Board of Directors of ONPARA will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

Article 2 Accountability

- 2.1 Personal Information – ONPARA will be responsible for personal information that is in its custody or under its control and will implement policies and practices to secure all personal information during collection, use and disclosure.
- 2.2 Employees – ONPARA will be responsible to ensure that the employees, contractors, agents, or otherwise are compliant with the Act and this Policy.
- 2.3 Privacy Officer – ONPARA will designate an individual to oversee the implementation and monitoring of this Privacy Policy and the security of personal information.
- 2.4 Duties – The Privacy Officer will:
- a) Implement procedures to protect personal information;
 - b) Establish procedures to receive and respond to complaints and inquiries;
 - c) Train and communicate to staff information about ONPARA’s policies and practices; and
 - d) Develop information to explain ONPARA’s policies and procedures to members and the public.
- 2.5 Identity - The identity of the Privacy Officer and his/her contact information will be made known via ONPARA’s web site and will be publicly accessible.
- 2.6 Disclosure to Third Parties - A contract will be executed with a third party having access to personal information held by ONPARA limiting collection, use and disclosure.
- 2.7 Information- Information will be made available to the public via ONPARA’s web site explaining privacy policies and procedures.

Article 3 Identifying Purposes

- 3.1 Purpose – Personal information may be collected from prospective members, members, athletes, participants, coaches, referees, managers, fans and volunteers (collectively “Individuals”) and used by ONPARA for purposes that include, but are not limited to, the following:
- a) Name, address, phone number, cell phone number, fax number and e-mail address for the purpose of emergency contacts, managing insurance claims and receiving communications from ONPARA in regards to fundraising, programs, events, and activities.

- b) NCCP number, education, resumes, fitness test results, and experience for database entry at the Coaching Association of Canada and to determine level of certification, coaching qualifications and coach selection.
- c) Credit card or chequing information for registration at programs, activities and events; travel administration and purchasing equipment, coaching manuals and other products.
- d) Date of birth, athlete history, birth certificate, citizenship and member club to determine eligibility, age group and appropriate level of play/competition.
- e) Résumé, length of service/participation, details of performance results, certifications, awards won and bio information for the purpose of award nominations, bio's, published articles and media relations.
- f) Athlete information including height, weight, uniform size, shoe size, feedback from coaches and trainers, performance results for athlete registration forms, outfitting uniforms, media relations and various components of athlete and team selection.
- g) Video footage and photographs at competitions for the purpose of technical monitoring, coach/club review, officials training, educational purposes, sport promotion, media publications and posting on ONPARA's website, displays or posters. In some cases, videos from an event will be available for purchase.
- h) Banking information, social insurance number, criminal records check, resume and beneficiaries for ONPARA's payroll, honorariums, company insurance and health plan.
- i) Criminal records check and related personal reference information for the purpose of implementing ONPARA's volunteer screening program.
- j) Personal health information including provincial health card numbers, allergies, emergency contact, doctors' notes and past medical history for use in the case of classification, medical emergency or reports relating to medical or emergency issues.
- k) Marketing information including attitudinal and demographic data on individual members to determine membership demographic structure, and program wants and needs.
- l) Passport numbers and Aeroplan/frequent flyer numbers for the purposes of arranging travel.
- m) Club contact information such as club name, web address, contact name, phone number and email address for the purpose of relaying and collecting information. Further, this information is used to direct the public to such club and provide easy access for club-to-club communication.
- n) Name and contact information of board members, volunteers and committee members for the purpose of communication within and between committees, volunteers and Board members.
- o) Discipline results and long term suspension list to notify Club of suspended members.

3.2 Purposes not Identified – ONPARA will seek consent from individuals when personal information is used for a purpose not previously identified. This consent will be documented as to when and how it was received.

Article 4 Consent

- 4.1 Consent – ONPARA will obtain consent from individuals at the time of collection prior to the use or disclosure of this information.
- 4.2 Lawful Means – Consent will not be obtained by deception.
- 4.3 Requirement – ONPARA will not, as a condition of a product or service, require an individual to consent to the collection, use or disclosure of personal information beyond that required to fulfill the specified purposes listed herein.
- 4.4 Form – Consent may be written, oral or implied. In determining the form of consent to use, ONPARA will take into account the sensitivity of the information, as well as the individual's reasonable expectations. Individuals may consent to the collection and specified used of personal information in the following ways:
- a) By completing and signing an application form;
 - b) By checking a check off box;
 - c) By providing written consent either physically or electronically;
 - d) By consenting orally in person; or
 - e) By consenting orally over the phone.
- 4.5 Withdrawal – An individual may withdraw consent in writing to the collection, use or disclosure of personal information at any time, subject to legal or contractual restrictions. ONPARA will inform the individual of the implications of such withdrawal.
- 4.6 Legal Guardians – Consent will not be obtained from individuals who are minors, seriously ill, or mentally incapacitated and therefore will be obtained from a parent, legal guardian or person having power of attorney.
- 4.7 Exceptions for Collection – ONPARA is not required to obtain consent for the collection, of personal information if:
- a) it is clearly in the individual's interests and consent is not available in a timely way;
 - b) knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal or provincial law;
 - c) the information is for journalistic, artistic or literary purposes; or
 - d) the information is publicly available as specified in the Act.
- 4.8 Exceptions for Use - ONPARA may use personal information without the individual's knowledge or consent only:
- a) if ONPARA has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, provincial or foreign law and the information is used for that investigation;
 - b) for an emergency that threatens an individual's life, health or security;

- c) for statistical or scholarly study or research (ONPARA must notify the Privacy Commissioner before using the information);
- d) if it is publicly available as specified in the Act;
- e) if the use is clearly in the individual's interest and consent is not available in a timely way; or
- f) if knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal or provincial law.

4.9 Exceptions for Disclosure – ONPARA may disclose personal information without the individual's knowledge or consent only:

- a) to a lawyer representing ONPARA;
- b) to collect a debt the individual owes to ONPARA;
- c) to comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction;
- d) to a government institution that has requested the information, identified its lawful authority, and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, provincial or foreign law; or that suspects that the information relates to national security or the conduct of international affairs; or is for the purpose of administering any federal or provincial law;
- e) to an investigative body named in the Act or government institution on ONPARA's initiative when ONPARA believes the information concerns a breach of an agreement, or a contravention of a federal, provincial, or foreign law, or suspects the information relates to national security or the conduct of international affairs;
- f) to an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal or provincial law;
- g) in an emergency threatening an individual's life, health, or security (ONPARA must inform the individual of the disclosure);
- h) for statistical, scholarly study or research (ONPARA must notify the Privacy Commissioner before disclosing the information);
- i) to an archival institution;
- j) 20 years after the individual's death or 100 years after the record was created;
- k) if it is publicly available as specified in the regulations; or
- l) if otherwise required by law.

Article 5 Limiting Collection

5.1 Limiting Collection – ONPARA will not collect personal information indiscriminately. Information collected will be for the purposes specified in Article 3.1, except with the consent of the individual or as required by law.

5.2 Method of Collection - Information will be collected by fair and lawful means.

Article 6 Limiting Use, Disclosure and Retention

- 6.1 Limiting Use – Personal information will not be used or disclosed for purposes other than those for which it was collected as described in Article 3.1, except with the consent of the individual or as required by law.
- 6.2 Retention Periods – Personal information will be retained for certain periods of time in accordance with the following:
- a) Personal information including address, phone number, cell phone number, first language and fax number will be retained for a period of three years after an individual has left ONPARA in the event that individual chooses to return to ONPARA;
 - b) Personal health information will be immediately destroyed in the event that the individual chooses to leave ONPARA;
 - c) Coaching information will be retained for a period of three years after an individual has left ONPARA in the event that individual chooses to return to ONPARA and to communicate programs and conference dates;
 - d) Athlete information including name, hometown, school, height, weight, date of birth, uniform number, statistics and performance results will be retained indefinitely for media relations, fan information and historical purposes.
 - e) Qualifications and certifications of coaches will be retained for a period of twenty years after a coach has left ONPARA in the event that the individual requires confirmation of qualification and certifications.
 - f) Employee information will be retained for a period of seven years in accordance with Canada Customs and Revenue Agency requirements;
 - g) Marketing information will be immediately destroyed upon compilation and analysis of collected information.
 - h) E-mail addresses will be retained for a period of twenty years in order to communicate with fans, athletes and members.
 - i) Credit Card information will be destroyed immediately upon completion of a financial transaction.
 - j) Discipline and Incident Reports will be retained indefinitely for precedents.
 - k) As otherwise may be stipulated in federal or provincial legislation.
- 6.3 Destruction of Information - Documents will be destroyed by way of shredding and electronic files will be deleted in their entirety.
- 6.4 Exception – Personal information that is used to make a decision about an individual will be maintained for a minimum of one year of time to allow the individual access to the information after the decision has been made.

Article 7 Accuracy

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

- 7.2 Update – Personal information will only be updated if it is necessary to fulfill the purposes for which the information was collected unless the personal information is used on an ongoing basis.
- 7.3 Third Parties – Personal information disclosed to a third party will be accurate and up-to-date.

Article 8 Safeguards

- 8.1 Safeguards – Personal information will be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.
- 8.2 Sensitivity – The nature of the safeguards will be directly related to the level of sensitivity of the personal information collected. The more sensitive the information, the higher the level of security employed.
- 8.3 Methods of Protection – Methods of protection and safeguards include, but are not limited to, locked filing cabinets, restricted access to offices, security clearances, need-to-know access and technological measures including the use of passwords, encryption, and firewalls.
- 8.4 Employees – Employees will be made aware of the importance of maintaining personal information confidential and may be required to sign confidentiality agreements.

Article 9 Openness

- 9.1 Information – Information made available will include:
- a) the name or title, and the address, of the person who is accountable for the organization's policies and practices and to whom complaints or inquiries can be forwarded;
 - b) the means of gaining access to personal information held by the organization;
 - c) a description of the type of personal information held by the organization, including a general account of its use;
 - d) a copy of any information that explains the organization's policies, standards, or codes; and
 - e) organizations in which personal information is made available.

Article 10 Individual Access

- 10.1 Individual Access – Upon written request, and assistance from ONPARA, an individual will be informed of the existence, use, and disclosure of his or her personal information and will be given access to that information.
- 10.2 Amendment – An individual will be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

- 10.3 Denial – An individual may be denied access to his or her personal information and provided a written explanation as to why if:
- a) the information is prohibitively costly to provide;
 - b) the information contains references to other individuals;
 - c) the information cannot be disclosed for legal, security, or commercial proprietary reasons, or
 - d) the information is subject to solicitor-client or litigation privilege.
- 10.4 Contents of Refusal - If ONPARA determines that the disclosure of personal information should be refused, ONPARA must inform an individual the following:
- a) the reasons for the refusal and the provisions of the Act on which the refusal is based;
 - b) the name, position title, business address and business telephone number of the Privacy Officer who can answer the applicant's questions; and
 - c) that the individual may ask for a review within thirty (30) days of being notified of the refusal.
- 10.5 Source – Upon request, the source of personal information will be disclosed along with an account of third parties to whom the information may have been disclosed.
- 10.6 Identity – Sufficient information will be required to confirm an individual's identity prior to providing that individual an account of the existence, use, and disclosure of personal information.
- 10.7 Response – Requested information will be disclosed within 30 days of receipt of the request at minimal expense for copying or no cost to the individual, unless there are reasonable grounds to extend the time limit. The requested information will be provided in a form that is generally understandable.
- 10.8 Costs - Costs may only be levied if an individual is informed in writing in advance of the approximate cost and has agreed to proceed with the request.
- 10.9 Inaccuracies – If personal information is inaccurate or incomplete, it will be amended as required and the amended information will be transmitted to third parties in due course.
- 10.10 Unresolved Complaints – An unresolved complaint from an individual in regards to the accuracy of personal information will be recorded and transmitted to third parties having access to the information in question.

Article 11 Challenging Compliance

- 11.1 Challenges – An individual will be able to challenge compliance with this Policy and the Act to the designated individual accountable for compliance.

11.2 Procedures – Upon receipt of a complaint ONPARA 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 three (3) days of receipt of the complaint;
- d) Appoint an investigator using ONPARA 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, within ten (10) days of receipt of the complaint.
- e) Upon completion of the investigation and within twenty-five (25) days of receipt of the complaint, the investigator will submit a written report to ONPARA.
- f) Notify the complainant the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures within thirty (30) days of receipt of the complaint.

11.3 Appeal – An individual may appeal a decision of ONPARA in accordance with its appeal policy.

11.4 Assistance – ONPARA will assist an individual in preparing a request for information.

11.5 Whistleblowing – ONPARA must not dismiss, suspend, demote, discipline, harass or otherwise disadvantage all directors, officers, employees, committee members, volunteers, coaches, contractors, and other decision-makers within ONPARA or deny that person a benefit because the individual, acting in good faith and on the basis of reasonable belief:

- a) disclosed to the commissioner that ONPARA has contravened or is about to contravene the Act;
- b) has done or stated an intention of doing anything that is required to be done in order to avoid having any person contravene the Act;
- c) has refused to do or stated an intention of refusing to do anything that is in contravention of the Act.



DISCIPLINE AND COMPLIANT POLICY

Revised May 2021

ONPARA - Discipline and Complaint Policy

Ontario Para Network is committed to providing a sport environment, which is athlete-centred, and characterized by the value of fairness, integrity, open to communication and mutual response. Membership in ONPARA, as well as participation in its activities, brings with it many benefits and privileges. At the same time, members and participants are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the policies, bylaws, rules and regulations and Code of Conduct of ONPARA.

Discipline

Any member of ONPARA who is in contravention of ONPARA policies and/or demonstrates behaviour contradictory to the ONPARA Code of Conduct may be referred to the ONPARA Discipline Committee. Only formal written complaints will be reviewed by the ONPARA Discipline Committee.

Complaints

- (i) A written complaint shall be made through the Executive Director to the President of the organization within fourteen (14) days of the occurrence of the issue under dispute. It is the responsibility of the person writing the complaint to ensure that it has been received by the ONPARA office.
- (ii) The Executive Director and President, possibly in-conjunction with the Executive Committee, will determine whether the matter is within ONPARA jurisdiction. This includes but may not be limited to meeting one or more of the following:
 - a) The party or parties involved are members of ONPARA
 - b) The incident occurred at an ONPARA sanctioned event
 - c) The party or parties or incident contravene ONPARA policy and/or Code of Conduct
 - c) Where ONPARA has been granted authority to act on the issue on behalf of an affiliate organization (i.e. Wheelchair Basketball Canada, etc.)

Should agreement be reached that the complaint falls within ONPARA jurisdiction, the ONPARA Executive Director and/or President shall forward the complaint to the ONPARA Discipline Committee.

Discipline Committee

- iii) The appointment of members to the Discipline Committee shall be made by the Executive Director in consultation with the ONPARA Member at Large and approved by the ONPARA President.
- (v) The composition of the Discipline Committee shall be three (3) members, none of which shall have any significant relation to the parties involved. At least one (1) member must be a member of the ONPARA Board of Directors.

Process

- vi) The Discipline Committee will review the complaint and determine whether the issue is of minor or major significance. This determination will be completely at the discretion of the committee taking into consideration the parties involved, the nature of the incident, the environment in which it took place, and the impact of the incident on those involved.
- vii) Complaints deemed to be “Major” will require a formal hearing, which will take place within 14 days of the meeting of the Discipline Committee. The Chair of the Discipline Committee will inform all parties of the date of a hearing and request any documentation and/or other information that may be deemed necessary. Parties to the matter shall be given as much notice as possible prior to the date of the hearing.
- viii) Complaints deemed to be “Minor” may be resolved through consultation of the Chair (or designated member of the Discipline Committee) with the parties involved and may not require a formal hearing.
- ix) No decisions will be made without allowing both parties to address the complaint. However, a non-response from the alleged offending party will be interpreted as waiving their right to be heard and a decision can be delivered by the Discipline Committee using the evidence presented.
- x) Should additional information be obtained during discussion regarding a “Minor” complaint, the Discipline Committee has the right to re-classify the complaint as “Major” or decide the complaint should be addressed using a formal hearing.
- xi) The Discipline Committee will determine the format of the hearing based on the information regarding the incident.

Decisions

- xii) Following the hearing, the Committee will render their decision, in writing, within seven (7) business days to both the ONPARA office and the Parties involved.

A notice of the incident and decision may also be forwarded to the respective National Sport Organization should the Committee believe the individual or incident will impact National Team initiatives and/or where the committee believes the sanctions imposed should be upheld by the National Sport Organization.

- xiii) Discipline sanctions may include, but are not limited to, any of the following:
 - a) Written reprimand to be placed in individuals file
 - b) Written apology
 - c) Removal certain privileges of membership
 - d) Removal or suspense from ONPARA teams or participation in ONPARA sanctioned events
 - e) Payment of financial fine
 - f) Suspension of funding (directly from ONPARA or through endorsement of ONPARA)
 - g) Expulsion from ONPARA membership
 - h) Other sanctions as determined by the Committee

- xiv) Appeals of Disciplinary Committee decisions can be made to a Panel consisting of the ONPARA President, Executive Director, and one other member appointed by the ONPARA President. Changes to this Panel will only be considered if there is a conflict of interest.
- xv) The member under review must submit their appeal in writing to the ONPARA office within seven (7) days of the Disciplinary Committee issuing their decision. Written appeals must be accompanied with a \$50 cheque payable to ONPARA (refunded if appeal is successful).
- Xvi Appeals will not take the form of a hearing. A conference call or in-person meeting will be arranged by the Panel.
- xvii) Decisions of the Panel are final.



APPEAL POLICY

ONPARA Appeal Policy

The purpose of the ONPARA Appeal policy is to ensure decisions are dealt with in a fair, just, and effective manner. It ensures that ONPARA members have the opportunity to bring forward their concerns and justification regarding potential procedural errors or what is believed to be an unjust decision.

Section 1: Conditions for Appeals to be Heard

- a) Appeals must be made to the ONPARA office in writing by an ONPARA member, or their parent/guardian should they be under the age of 18, and include a detailed account of the situation.
- b) Appeals must fall within ONPARA jurisdiction.
- c) Appeals regarding Provincial Team selection (coach/athlete/staff) must demonstrate that the process outlined below in Types of Appeals (a) did not lead to resolution.
- c) Only formal written appeals to the ONPARA office accompanied by a \$50 cheque made out to ONPARA will be accepted (\$50 will be returned should appeal be successful)
- d) Appeals regarding the decisions of the Discipline Committee must follow the process outlined within the ONPARA Discipline and Complaint Policy.

Types of Appeals

- a) **Selection to a Provincial Team (coach/player/staff):** Appeals must be made, in writing, to the Head Coach (if applicable) and ONPARA Sport Director or Designate clearly indicating the concern and requesting a meeting (in-person, phone, other electronic means).
 - i) The ONPARA Sport Director or Designate will be responsible for arranging the meeting with the parties involved.
 - ii) Should an agreed upon solution not be found, a formal appeal can be made to the ONPARA office. The appeal must satisfy all the conditions outlined in Section 1 of this policy.
- b) **ONPARA Rules or Procedures:** Appeals regarding interpretation or application of ONPARA rules or procedures can be made directly to the ONPARA office. It is the responsibility of the person making the appeal to confirm the appeal was received in the ONPARA office.
 - i) The Executive Director and President will review the appeal to determine if the application meets the conditions outlined above. Should the appeal meet all these conditions, it will be forwarded to the ONPARA Appeal Committee.

Appeal Committee

- g) The appointment of members to the Appeal Committee shall be made by the Executive Director in consultation with the ONPARA Member at Large and approved by the ONPARA President.
- (ii) The composition of the Appeal Committee shall be three (3) members, none of which shall have any significant relation to the parties involved. No more than one (1) member must be a member of the ONPARA Board of Directors.
- (iii) The Appeal Committee will determine the format of the hearing based on the information regarding the incident.

Process

- i) Following review of the application, the Appeal Committee will arrange for a meeting with the appealing member by in-person, conference call, or other electronic method as deemed appropriate by the committee.
- ii) The appealing member must provide all written information including any written information from persons who have knowledge of the situation to the Appeal Committee a minimum of three (3) days prior to the meeting taking place.
- iii) The appealing member must provide the names of persons attending the meeting, who will be speaking to their knowledge of the situation, to the Appeal Committee a minimum of three (3) days prior to the meeting taking place.

Decisions

- i) Following the meeting, the committee will render their decision, in writing, within seven (7) business days to both the ONPARA office and the Parties involved.
- ii) Decisions of the committee may include, but are not limited to, any of the following:
 - a) Written apology
 - b) Change to ONPARA policy or procedure
 - c) Reinstatement to team
 - d) Removal or suspension of coach or provincial team staff
 - e) Payment of financial fine
 - h) Other remedies as determined by the committee
- ii) The decisions of the Appeal Committee are final.



DISPUTE RESOLUTION POLICY

Revised May 2021

ONPARA – Dispute Resolution Policy

Policy Statement

1. ONPARA supports the principles of Alternate Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, mediation and arbitration as effective ways to resolve disputes with and among members, and to avoid the uncertainty, costs and other negative effects associated with litigation.

Scope

2. This policy applies to disputes with and among ONPARA Members, where the term 'ONPARA Representatives' refers to any director, officer, committee member, employee, contractor, volunteer, coach, athlete's parent/guardian, official, referee, manager and member within ONPARA.
3. ONPARA encourages all ONPARA Representatives to communicate openly and to collaborate in using problem-solving and negotiation techniques to resolve their differences. In almost all cases a negotiated settlement is preferable to any outcome achieved through other dispute resolution techniques, and negotiated resolutions to disputes with and among ONPARA Representatives are strongly encouraged.

Facilitation, and Mediation

4. Opportunities for facilitation and mediation may be pursued at any point in a dispute within ONPARA where it is appropriate, upon the discretion of ONPARA, and where the disputing parties agree that such a course of action would be mutually beneficial.
5. The costs of mediation will be shared equally by the parties.

Arbitration

6. In the event that a dispute persists after internal avenues of decision-making, negotiation, facilitation, mediation, and/or appeals have been exhausted, the parties may pursue opportunities for arbitration.
7. Where arbitration is pursued, it will be done so in accordance with the Arbitration Act of Ontario using trained arbitrators who are acceptable to the parties.
8. The parties involved in a dispute may also mutually agree to bypass internal avenues of dispute resolution, including appeals, and may directly pursue opportunities for arbitration.
9. Where a dispute is referred to arbitration, all parties to the original dispute will become parties to the arbitration and will share the costs equally.
10. The parties to arbitration will enter into a written Arbitration Agreement that will specify that the decision of the arbitrator will be final and binding upon the parties and not subject to any further review by any court or any other body.

No Legal Action

11. No action, application for judicial review or other legal proceeding will be commenced against ONPARA respecting a dispute, unless the remedies afforded by this policy have not been offered or have been exhausted. In no case may a party pursue legal action against ONPARA in respect of arbitration, for which the parties have entered into a written Arbitration Agreement.



TEAM SELECTION

(WHEELCHAIR ATHLETICS / WHEELCHAIR TENNIS / WHEELCHAIR RUGBY)

Revised May 2021

ONPARA – Team Selection Policy

(Wheelchair Athletics, Wheelchair Rugby, Wheelchair Tennis)

Introduction

1. The Ontario Para Network (ONPARA) has the responsibility to organize, develop and select wheelchair athletes and teams to represent ONPARA at Provincial, Regional and National Championships. This policy acknowledges that wheelchair athletics, wheelchair rugby and wheelchair tennis may not have sufficient athletes to run a formal selection camp and therefore sets procedures, guidelines, criteria, standards and timelines governing selection of athletes to those teams.

Communication

2. This Policy will be published on ONPARA's website
3. Any amendments to this Policy will be immediately posted on the ONPARA's website and communicated to all eligible athletes via email.

Authority for Selection

4. The Board of Directors of the ONPARA has delegated the authority for all decision-making under this policy to the Selection Committee.

Selection Committee

5. The Selection Committee will be composed of at least two of the following five individuals as appointed by the Board of Directors:
 - The Executive Director
 - The Selected Head Coach of the Team
 - The ONPARA Director responsible for the specific sport
 - The Selected Assistant Coach of the Team
 - A Designated Representative from the NSO (if applicable)

Goals/Objectives of the Team Selection

6. To select athletes who will create the best possible competitive and cohesive team.
- OR
7. To select athletes who show potential to be successful at the national level within the next five years and require further experience and development.

Team Size

8. Team size will be dictated by the event, when this is not the case, the Selection Committee will have the discretion to name a larger team that will include a greater number of reserve athletes, or to name a smaller team due to resource constraints.

Athlete Eligibility and Selection Criteria

9. To be eligible to be considered for selection, an athlete must:

- Be a registered member in good standing of the ONPARA;
- Be a Canadian citizen or permanent resident of Canada
- Be a resident of Ontario with a permanent Ontario address;
- Eligible to participate in the Regional or National Championship as per the rules of the competition.
- Be medically fit to compete in both training and competition.

Team Selection Process

10. The Selection Committee will:

- Rank athletes according to their level of skill and experience.
- Athletes with the highest rating will be selected to the team.
- In the event that one of the top ranked athletes decides not to join the team, the next highest ranked athlete will be asked as a replacement.
-

Members of the Selection Committee are required to remove themselves from any discussions, ranking and voting if there exists a conflict of interest.

Exceptions

11. Additional athletes may be added to the team by the Selection Committee, upon their sole discretion, if the appointed athletes were unable to participate in mandatory events, competitions or evaluations due to illness, injury, other medical circumstance or personal, educational or competitive commitments.

Athlete Requirement to Remain Selected and Removal

12. Once selected to a team, an athlete may withdraw or be withdrawn for the following reasons;

- Failure to satisfy the minimum training standards set out by the Head Coach;
- Failure to adhere to team rules and ONPARA's Code of Conduct
- Remain competitive-ready leading up to the event. Athletes who do not remain competitive-ready by reason of lack of fitness, injury or illness may be removed from the team. It is the obligation of the athlete to immediately report any injury, illness or change in training that could affect their ability to compete at their highest level.
- Voluntary withdrawal/retirement;
- Fraudulent misrepresentation.

13. Where an athlete is unable to meet training standards, competitive readiness, violates team rules or the code of conduct or provides fraudulent misrepresentations, the Selection Committee will have the discretion to remove the athlete from the team and to replace the athlete with another suitable candidate.

14. The Selection Committee will notify the athlete in writing that he/she has been removed from the team and reasons for the removal.

Appeal

15. Any appeal against a decision of the Selection Committee can be made in accordance with the ONPARA's Appeals Policy.



TEAM SELECTION POLICY

(WHEELCHAIR BASKETBALL)

Revised May 2021

ONPARA – Basketball Team Selection Policy

Introduction

1. The Ontario Para Network (“ONPARA”) has the responsibility to organize, develop and select wheelchair basketball athletes and teams to represent ONPARA at National and Regional Championships. This policy sets ONPARA’s procedures, guidelines, criteria, standards and timelines governing selection of athletes to those teams.

Communication

2. This Policy will be published on ONPARA’s website.
3. Any amendments to this Policy will be immediately posted on the ONPARA’s website and communicated to all eligible athletes via email.

Authority for Selection

4. The Board of Directors of the ONPARA has delegated the authority for all decision-making under this Policy to the Selection Committee.

Selection Committee

5. The Selection Committee will be composed of at least two of the following five individuals as appointed by the Board of Directors:
 - a. The Executive Director
 - b. The Selected Head Coach of the team
 - c. The Selected Assistant Coach of the team
 - d. One or two additional NCCP Level II Coaches

Goals/Objectives of Team Selection

6. The selection criteria are designed to select athletes who will create the best possible competitive and cohesive team.

OR

7. The selection criteria are designed to select athletes who show potential to be successful at the national level within the next five years and require further experience and development.

Team Size

8. Team size will be dictated by the event, when this is not the case, the Selection Committee will have the discretion to name a larger team that will include a greater number of reserve athletes, or to name a smaller team due to resource constraints.

Team Announcement

9. The ONPARA will announce the selected team within seven to ten days of the final selection camp by posting the team list on the ONPARA website and by contacting selected athletes directly or via telephone.

Qualifying Period

10. . October 1 – March 31

Selection Camps

11. The Head Coach will host a minimum of two (2) selection camps for any ONPARA member wishing for selection on the Provincial Team.
12. Athletes must attend at least one (1) selection camp to be eligible for selection, unless selected in accordance with paragraph 22.

Athlete Eligibility and Selection Criteria

13. To be eligible to be considered for selection, an athlete must:
 - a. Be a registered member in good standing of ONPARA;
 - b. Attend at minimum of one (1) selection camp during the qualifying cycle;
 - c. Eligible to participate in the Regional or National Championship as per the rules of the competition.

Team Selection Process

14. The Selection Committee will:
 - a) Develop a list of standard tests to be completed by each eligible athlete.
 - b) Tests will include:
 - i. 20 minute sprint
 - ii. Shuttle course
 - iii. One minute shooting
 - iv. Pilon-Pivot-Pass
 - v. U-turns
 - vi. Shot Chart
 - vii. Any other tests that the Coaching staff deems appropriate including but not limited to on-court evaluation.
 - c) Rank the total scores of the eligible athlete and the athletes with the highest rating will be selected to the team.
 - d) In the event that one of the top ranked athletes decides not to join the team, the next highest ranked athlete will be asked as a replacement.

Members of the Selection Committee are required to remove themselves from any discussions, ranking and voting if there exists a conflict of interest.

Exceptions

15. A maximum of two (2) athletes may be added to the team by the Selection Committee, upon their sole discretion, if the appointed athletes were unable to participate in mandatory events, competitions or evaluations due to illness, injury, other medical circumstance or personal, educational or competitive commitments.
16. If unforeseen circumstances arise which do not allow for this selection process or its timelines to be implemented as planned, the ONPARA reserves the right to identify an alternate process or alternate timelines. Should this occur, all eligible athletes will be notified of these changes in a timely manner.

Athlete Requirements to Remain Selected and Removal

17. Upon selection and in order to remain on the team an athlete must:
 - a. Sign a Team Member Agreement,
 - b. Provide to the ONPARA will all required documents (medical records, classification card, birth certificate, health card, etc.),
 - c. Participate in all team events, activities and meetings,
 - d. Ensure proper equipment, clothing and funds,
 - e. Obey all rules established by the ONPARA and Host Committee,
 - f. Assist the ONPARA in public relation and fundraising project where required,
18. Once selected to a team, an athlete may withdraw or be withdrawn for the following reasons:
 - a. Failure to satisfy the minimum training standards set out by the Head Coach;
 - b. Failure to adhere to team rules and ONPARA's Code of Conduct;
 - c. Remain competitive-ready leading up to the event. Athletes who do not remain competitive-ready by reason of lack of fitness, injury or illness may be removed from the team. It is the obligation of the athlete to immediately report any injury, illness or change in training that could affect their ability to compete at their highest level.
 - d. Voluntary withdrawal/retirement;
 - e. Fraudulent misrepresentation.
19. Where an athlete is unable to meet training standards, competitive readiness, violates team rules or the code of conduct or provides fraudulent misrepresentations, the Selection Committee will have the discretion to remove the athlete from the team and to replace the athlete with another suitable candidate.
20. The Selection Committee will notify the athlete in writing that he/she has been removed from the team and reasons for the removal.

Selected Team Members Travel Obligations

21. Selected Team members are required to attend the Regional or National Championship taking place that season.

Funding

22. Any money required to be contributed by the athlete must be paid to the ONPARA two weeks before the event unless alternate arrangements have been made and agreed to by both parties. Failure to pay such monies may result in the athlete being removed from the Team.

Appeals

23. Any appeal against a decision of the Selection Committee can be made in accordance with the ONPARA's appeals policy.



CONCUSSION AND RETURN TO PLAY POLICY

Revised May 2021

ONPARA - Concussion Guidelines and Return to Play Policy

Definitions

1. The following terms have these meanings in this Policy:
 - a) “Participant” – Coaches, athletes, volunteers, officials and other Members

Purpose

2. The Ontario Para Network (“ONPARA”) is committed to ensuring the safety of those participating in wheelchair sports. The ONPARA recognizes the increased awareness of concussions and their long-term effects and believes that prevention of concussions is paramount to protecting the health and safety of Participants.
3. This Policy provides guidance in identifying common signs and symptoms of concussion, protocol to be followed in the event of a possible concussion, and return to play guidelines should a concussion be diagnosed. Awareness of the signs and symptoms of concussion and knowledge of how to properly manage a concussion is critical to recovery and helping to ensure the individual is not returning to physical activities too soon, risking further complication.
4. **A concussion is a clinical diagnosis that can only be made by a physician.**

Procedure

5. During all events, competitions, and practices, Participants will use their best efforts to:
 - a) Be aware of incidents that may cause a concussion, such as:
 - i. Falls
 - ii. Accidents
 - iii. Collisions
 - iv. Head trauma – (blow to the head, face or neck, or a blow to the body that transmits a force to the head)
 - b) Recognize and understand the symptoms that may result from a concussion. These may appear immediately after the injury or within hours or days of the injury and may be different for everyone. Some common signs and symptoms include, but are not limited to:
 - i. Nausea
 - ii. Poor concentration
 - iii. Amnesia
 - iv. Fatigue
 - v. Sensitivity to light or noise
 - vi. Irritability
 - vii. Poor appetite
 - viii. Decreased memory
 - ix. Poor balance
 - x. Slowed reaction time

- c) Identify injured Participants or other individuals who have been involved in any of the above incidents and/or exhibit any of the above symptoms.

Coach / Administrator / Supervisor Responsibilities

6. If a Participant has been identified as having a suspected concussion, the coach, administrator and/or supervisor of that activity will notify all affected parties of the suspected concussion, including the Participant, a parent/guardian (if applicable), and other coaches, administrators and/or supervisors.
7. If the Participant is unconscious – initiate emergency action plan, call 911, and then:
 - a) If applicable, contact the Participant's parent/guardian (or emergency contact) to inform them of the injury and that the Participant will be attended to by Emergency Medical Services and possibly transported to a hospital
 - b) Stay with the Participant until Emergency Medical Services arrives
 - c) Monitor and document any physical, emotional and/or cognitive changes
8. ~~If the Participant is conscious~~ – remove the Participant from the activity immediately and then:
 - a) Notify the Participant's parent/guardian (if applicable) or emergency contact
 - b) Arrange a ride home for the Participant
 - c) Isolate the Participant in a dark room or area if possible
 - d) Reduce external stimulus (noise, other people, etc.) if possible
 - e) Remain with the Participant until he or she can be taken home
 - f) Monitor and document any physical, emotional and/or cognitive changes
 - g) Encourage the Participant to consult a physician

Return to Play

9. A Participant with a suspected concussion, even if the Participant was not unconscious, will not be permitted to return to play until the Participant has consulted a physician.
10. The Participant and the Participant's parent/guardian (if applicable) should be directed to the following guidelines established:
 - a) ~~If no concussion is diagnosed by a physician:~~ the Participant may return to physical activities
 - b) ~~If a concussion is diagnosed by a physician:~~ the Participant should only return to physical activities after following the steps outlined below and/or as directed by a physician:

STEP 1: Complete cognitive and physical rest. Limit school, work, and tasks requiring concentration. Refrain from physical activity until symptoms are gone. Once all symptoms are gone, rest for at least another 24-48 hours and re-consult a physician, preferably one with experience managing concussions.

In order to proceed to Step 2, medical clearance from a physician is required.

STEP 2: **Light aerobic exercise** to reintroduce physical activity: 10-15 minutes of low intensity activity like walking or stationary cycling.

In order to proceed to Step 3, the Participant or parent/guardian (if applicable) must report back to his/her coach, administrator and/or supervisor that he/she is symptom free.

STEP 3: **Sport-specific exercise:** 15 minutes of low intensity participation. The environment should be managed so as to ensure the Participant is at minimum risk of falling or colliding with other Participants. The Participant may also attempt basic balance drills.

In order to proceed to Step 4, the Participant or parent/guardian (if applicable) must report back to his/her coach, administrator and/or supervisor that he/she is symptom free.

STEP 4: **Activity with no body contact:** non-contact practice and non-contact sport specific drills – no activity that involves head impact or other jarring motions.

In order to proceed to Step 5, ~~medical clearance from a physician~~, indicating that the Participant is symptom free and able to return to full participation in physical activity, is required

STEP 5: **Full participation in non-contact sports. Full training/practice for contact sports.** No competition that involves body contact.

In order to proceed to Step 6, the Participant or parent/guardian (if applicable) must report back to his/her coach, administrator and/or supervisor that he/she is symptom free.

STEP 6: **Full participation in contact sports.**

- c) Each step must take a minimum of 24 hours and the length of time needed to complete each step will vary based on the severity of the concussion.
- d) The Participant should be monitored regularly for the return of any signs and/or symptoms of concussion. If signs and/or symptoms return, the Participant must consult with a physician

Medical Clearance

11. This Policy requires the Participant to consult with a physician throughout the return to play process and provide proof of medical clearance before being eligible for progression to Step 2 and to Step 5. The ONPARA will comply with all directions provided by the physician that may supersede this Policy.

12. If a Participant is showing signs of concussion and/or has been clinically diagnosed as concussed, the coach, administrator and/or supervisor of that Participant will prevent the Participant from participating until the required medical clearance has been provided.
13. Once the Participant has provided medical clearance, the coach, administrator and/or supervisor will be required to forward a copy of the medical clearance letter to the ONPARA for retention.

Non-Compliance

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



ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

COMPLIANCE POLICY

Revised May 2021

ONPARA – Accessibility

Definitions

1. The following terms have these meanings in this Policy:
 - a) “Association” – Ontario Para Network

Purpose

2. The purpose of this policy is to fulfill the requirements set out in Ontario Regulation 420/07 of the Accessibility for Ontarians with Disabilities Act, 2005, to establish a policy for the Association for governing the provision of its goods and services to persons with disabilities.

Scope and Application

3. This Policy shall apply to every person who deals with members of the public or other third parties on behalf of the Association whether the person does so as an employee, agent, volunteer or otherwise. Failure to comply with this Policy may result in disciplinary action up to and including termination.

Commitment

4. The Association is committed to excellence in serving all customers/members including people with disabilities. As such, the Association will use reasonable efforts to ensure that its policies, practices and procedures are consistent with the following principles:
 - a) The good or services will be provided in a manner that that respects the dignity and independence of persons with disabilities.
 - b) The provision of goods or services to persons with disabilities, and others, will be integrated unless an alternate measure is necessary, whether temporarily or on a permanent basis, to enable a person with a disability to obtain, use or benefit from the goods or services.
 - c) Persons with disabilities will be given an opportunity equal to that given to others to obtain, use and benefit from the goods or services.
 - d) Persons with disabilities may use personal assistive devices and/or support persons in the access of goods and services.
 - e) When communicating with a person with a disability, employees, volunteers and contractors shall do so in a manner that takes into account the person’s disability.

Definitions

5. The following terms have these meanings in this policy:
 - a) “**Assistive Devices**” – An auxiliary aid such as communication aids, cognition aids, personal mobility aids and medical aids (i.e.: canes, crutches, wheelchairs, or hearing aids).

- b) **“Disabilities”** – As per the Ontario Human Rights Code, disability means:
 - i) Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impairment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
 - ii) A condition of mental impairment or a developmental disability;
 - iii) A learning disability or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
 - iv) A mental disorder; or
 - v) An injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safe and Insurance Act, 1997; (“handicap”)
- c) **“Employees”** – Every person who deals with members of the public or other third parties on behalf of the Association, whether the person does so as an employee, agent, volunteer or otherwise.
- d) **“Persons with Disabilities”** – Individuals who are afflicted with a disability as defined under the Ontario Human Rights Code (noted above).
- e) **“Service Animals”** – Any animal individually trained to do work or perform tasks for the benefit of a person with a disability.
- f) **“Support Persons”** – Any person whether a paid professional, volunteer, family member, or friend who accompanies a person with a disability in order to help with communications, personal care or medical needs, or with access to goods or services.

Practices and Procedures

- 6. To implement this Policy, the Association shall establish, evaluate and revise the practices and procedures noted below, as required on providing goods and/or services to persons with disabilities, while following these four core principles:
 - a) Dignity
 - b) Independence
 - c) Integration
 - d) Equal Opportunity

Assistive Devices

- 7. The Association will ensure that staff is trained and familiar with various assistive devices that may be used by customers/members with disabilities while accessing our goods or services. Every employee shall use reasonable efforts to allow persons with disabilities to use their own assistive devices to access goods and/or services.

Communication

8. The Association will offer a variety of methods of communication and interact with people with disabilities in ways that take into account their disability.

Service Animals

9. Service animals offer independence and security to many people with various disabilities. The Association welcomes people with disabilities and their service animals on the parts of our premises that are open to the public.
10. Every employee shall allow persons with disabilities to be accompanied by their guide dog or service animal unless the animal is excluded by law. Where an animal is excluded by law from the premises, the reason why the animal is excluded shall be explained to the persons with disabilities. Other reasonable arrangements to provide goods and services shall be explored with the assistance of the person with the disability.
11. When a service animal is unruly or disruptive (jumping on people, biting, or other harmful behavior) an employee may ask the person with a disability to remove the animal from the area or refuse access to goods and services. Other reasonable arrangements to provide goods and services shall be explored with the assistance of the person with a disability.

Support Persons

12. Support people assist people with disabilities in a variety of way, by assisting with communication such as an intervener sign language interpreter, or as a Personal Support Worker providing physical assistance. A support person may be a volunteer, friend, or relative who will assist and support the customer/member.
13. Persons with disabilities may be accompanied by their support person while accessing goods and/or services. Support persons are non-participants allowed free admission to the good and/or services being accessed by the person with a disability they are accompanying

Notice of Temporary Disruption

14. In the event of a planned or unexpected disruption to services or facilities for customers/members with disabilities such as an entrance way that is under repair, renovations that limit access to an area, or technology that is temporarily unavailable, the Association will do its best to notify customers/members promptly.

Training for Staff

15. The Association will provide training to employees, volunteers and others who deal with the public or other third parties on their behalf. Every provider of goods and services shall receive training on the following:

- a) An overview of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard
- b) The Association' Accessibility Standards for Customer Service Policy
- c) How to interact and communicate with people with various types of disabilities
- d) How to interact with people with disabilities who use an assistive device or require the assistance of a service animal or a support person

16. New employees, agents, volunteers, management, etc. shall receive training as soon as “practicable” after been assigned their role. Ongoing training to changes of policies, procedures and new equipment shall be provided.

17. Training records shall be kept, including the dates when the training is provided, content of training and the number of individuals to whom the training was provided.

Feedback Process

18. Anyone who wishes to provide feedback on the way the Association provides goods and services to people with disabilities are invited to do so by email, phone or mail. Customers/members can expect to hear back within 7 (seven) days. Complaints will be addressed according to our organization's regular complaint management procedures.

Provision of Documentation

19. The Association shall upon request, give a copy of the policies, practices and procedures required under the Ontario Regulation 429/07 – Accessibility Standards for Customer Service Policy to any person, in a format agreed upon by the parties.

Review and Amendments

20. Review and amendments shall take place annually at the Annual General Meeting. Any Association policy that does not respect and promote the dignity and independence of people with disabilities will be modified or removed.



INCLUSION POLICY

May 2021

ONPARA – INCLUSION POLICY

PURPOSE

Sport plays a major role in promoting the inclusion of all groups in society. ONPARA is committed to inclusive and available sport to all persons in Ontario.

ONPARA is committed to the achievement of sport equity and equal opportunity, including the establishment and maintenance of an organizational and sport environment whereby all Registrants have the opportunity to contribute to the sport to their maximum potential.

APPLICATION

This Inclusion Policy covers participation by Registrants, service delivery by ONPARA, and selection/election of voluntary committees and coaching appointments.

ONPARA is committed to the principle and practice of fair and equitable allocation of resources and opportunities for all Ontario residents regardless of race, and ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex (gender), sexual orientation, sexual identification, disability, age, marital status or family status.

ONPARA will take strong and clear initiatives to encourage participation by people with disabilities, women, Indigenous people, children in low income families, new Canadians, members of the LGBTQ community, and other minority groups.

1. DEFINITIONS:

- Access:** Refers to the ability of all Registrants, staff and potential participants, to be able to access and participate in any of the organizational activities of ONPARA.
- Conduct:** The manner in which a person behaves, especially on a particular occasion or in a particular context.
- Equality:** For the purposes of this policy is defined as “of the same quantity, size, number, degree, value, intensity” and “having the same rights, privileges, ability, rank, etc.”
- Equity:** For the purposes of this policy is defined as “justice, impartiality; the giving or desiring to give each person their due; anything that is fair.”
- Event:** Means any ONPARA competition, program or ONPARA-organized activity.
- Inclusion:** Inclusion is recognizing our universal “oneness” and interdependence. Inclusion is recognizing that as people, we are “one” even though we are not the “same”. The act of inclusion means fighting against exclusion – i.e., racism, sexism, ableism, etc., Inclusion also involves assuring that support systems (where applicable, adaptive equipment, etc., are available to those who need such support.
- Registrants:** Those individuals who participate in the activities of ONPARA. Registrants include athletes, coaches, officials, administrators, volunteers, directors, officers, committee members and individuals recognized previously by the organization. In all cases, such individuals are registered with an ONPARA club, a Member or

with the organization directly. The term Registrant is also taken to mean ONPARA clubs that are registered with the organization's Members. Registrants are not members of the organization but may be charged registration fees in order to participate in the programs and activities of the organization.

Sports

Equity: Refers to fairness in sport, equality of access, recognizing inequalities and taking steps to address them. It is the principle and process of allocating resources, programs, opportunities and decision making fairly. It is about changing the culture and structure of sport to ensure that it becomes equally accessible to all members of society, whatever their age, ability, sex (gender), sexual orientation, sexual identification, race, ethnicity, family status or social/economic status.

2. APPLICATION OF POLICY

- a. ONPARA will work to ensure that inclusion and sport equity are key considerations when developing, updating or delivering ONPARA policies, governance, programs, projects and services.
- b. Leadership and Administration: ONPARA will ensure its by-laws use sex (gender) neutral language.
- c. ONPARA Inclusion Policy: ONPARA will ensure, at all levels within the organization there is equal opportunity to participate, compete, coach, officiate, administer, organize, lead, and instruct in a fair, and an unbiased environment.
- d. ONPARA shall declare publicly that it is an equal opportunity employer and respects the principles of pay equity in relationship to salaried employees.
- e. ONPARA shall practice non-discriminatory interview techniques and pay equity.
- f. ONPARA shall strive to have an inclusive balance of representation comprising its Board of Directors and committees.

3. EDUCATION AND PREVENTION

- a. ONPARA believes that an effective education program is a cornerstone to achieving success of this policy, and equity in the ONPARA. Efforts will be made to raise the awareness and understanding of the importance of equity and inclusion, within ONPARA.
- b. ONPARA representatives participating at meetings both internal and external to the organization shall understand and be committed to the principles of inclusion and sport equity as set out in this policy, and actions at these meetings should reflect these principles.
- c. ONPARA shall strive to have inclusive and balanced representation on its delegations to external forums and conferences.

- d. ONPARA shall not solicit nor accept sponsorship from companies that discriminate against any of the following: persons with disabilities, girls and women, Indigenous populations, minority groups, or persons based on their sexual orientation or sexual identification.

- e. ONPARA shall continue to support the objectives of organizations that are concerned with the status of persons with disabilities, girls and women, Indigenous and Aboriginal populations or minority groups. (For example, Canadian Paralympic Committee (CPC), the Canadian Association for the Advancement of Women and Sport and Physical Activity (CAAWS), Aboriginal Sport Circle, etc.)

4. REVIEW AND APPROVAL

ONPARA Board of Directors and Executive Director shall review this policy every four (4) years.



ANTI-DOPING POLICY

May 2021

ONPARA – ANTI-DOPING POLICY

POLICY STATEMENT

ONPARA strongly opposes the use, possession, and the supply of banned substances and practices in sports by athletes, coaches, medical, paramedical, other team support personnel, administrators and officials.

PURPOSE

This policy is to provide a consistent and effective response to the use of banned substances and practices in sports in order to deter those who might engage in doping and to protect those who commit themselves to the practice of sport based on the principles of fair play.

This policy ensures that appropriate penalties are imposed on both athletes and on others who violate anti-doping rules. It provides appropriate procedures for those accused of an infraction, including provisions for the reinstatement of individuals sanctioned as a result of such infractions.

APPLICATION

It is the intention of ONPARA to advocate and promote practices that enhance athlete development and performance through the application of approved scientific methods and through the provision of education programs for all participants ONPARA sports and activities.

ONPARA will facilitate both announced and unannounced doping controls in conjunction with the Canadian Centre for Ethics in Sport (CCES), and will comply with the requirements of the CCES anti-doping program in accordance with the Canadian Anti-Doping Program (CADP) administered by the CCES.

The ONPARA will Play a positive role in raising the awareness and understanding of doping and anti-doping among athletes, families and member clubs.

POLICY

- a. All registrants must abide by the ONPARA Anti-Doping Policy
- b. ONPARA is in complete agreement and complies with the Canadian Anti-Doping Program (CADP), developed by The Canadian Centre for Ethics in Sport, and the World Anti-Doping Code. ONPARA prohibits all substances prohibited under their guidelines. This includes the use of some dietary supplements as they have a risk factor for contamination.
- c. Ultimately, every individual is responsible for any prohibited substances found in their samples. ONPARA has a zero-tolerance approach to doping. Failure to comply and refusal to comply with testing are also viewed as doping violations and athletes will be subject to penalties.
- d. The CADP applies to all Athletes, Staff and Athlete Support Personnel affiliated with ONPARA.

e. Therapeutic Use Exemption

Athletes, like all others, may have illnesses or conditions that require them to take medications. If the medication an athlete is required to take happens to fall under the World Anti-Doping Agency's Prohibited List, a therapeutic use exemption (TUE) can give the athlete authorization to take the needed medicine.

ATHLETES ARE NOT AUTOMATICALLY GRANTED AUTHORIZATION and must ensure they follow the appropriate process for their sport and competition level.

A TUE application will be considered by the CCES under the following circumstances:

- The substance or method is needed to treat an acute or chronic medical condition, such that the athlete would experience a significant impairment to health if the prohibited substance or method were to be withheld;
- The use of the prohibited substance or method would produce no additional enhancement of performance other than that which might be anticipated by a return to state of normal health following the treatment of a legitimate medical condition; and
- There are no reasonable therapeutic alternatives or other alternative are ineffective.

Fertility Medications:

If an athlete that is taking a banned fertility medication, it is very likely that the three circumstances listed above would be met, and if so a TUE would be granted. For an athlete that is not in the National Athlete Pool (being monitored directly by CWSA), a Retroactive TUE could be submitted after the fact in the event that athlete was in fact chosen for testing by CCES at Nationals. Submission of a Retroactive TUE means that a TUE application DOES NOT need to be submitted in advance and would only be done so if the athlete was selected for testing (and done so immediately). It is important to note that there is no guarantee that a Retroactive TUE would be granted. Athletes who are taking fertility medications are encouraged to contact the CWSA Lead Medical Practitioner who can assist in determining appropriate measures.

Medicinal Marijuana:

An athlete who takes medicinal marijuana under medical direction (for pain, spasm, etc.), is NOT LIKELY to get a TUE approval unless the above three conditions are met and appropriately documented. Support from a family physician or specialist DOES NOT guarantee approval. There would have to be appropriate documentation over a significant period of time proving that no reasonable therapeutic alternative (medicinal and non-medicinal) has been effective. Any athlete who takes this substance should contact CCES directly to see if the conditions of a TUE have been met, and if so, it is encouraged that the athlete apply for a TUE in advance of competition. Please note that approval can take up to 30 days, but if conditions are not met, this may delay the decision.

Cold Medications:

Several cold medications contain banned substances. There are safe alternatives, so athletes are encouraged to use GlobalDRO to look up medications prior to purchase. Athletes must look up the appropriate DIN number to ensure the product is safe.

Supplements / Protein Powders:

Supplements are not regulated and may contain traces of banned substances. Supplements that have been batch tested for banned substances are 'safest', but there

is a level of risk associated with all supplement use. Supplements DO NOT qualify for TUE's.

f. Non-Compliance

- Any individual affiliated with ONPARA found in violation for the first time of Canadian Anti-Doping Program (2009) rules, in addition to the consequences outlined by the CADP, will be automatically disqualified from participating in ONPARA provincial teams or sanctioned events and from any financial or in-kind support

Communication

1. ONPARA believes that communication and open dialogue on the issues is one of the fundamental and most effective tools for creating a future for the sport without the influence of doping.
2. ONPARA will provide a link to resources related to anti-doping on the ONPARA website and encourage awareness and engagement with these materials through public communications and social media.

The Canadian Centre for Ethics in Sport: <http://cces.ca/>

The Canadian Centre for Ethics in Sport – Prohibited List: <http://cces.ca/prohibited-list>

The Canadian Anti-Doping Policy:
<http://cces.ca/sites/default/files/content/docs/pdf/cces-policy-cadp-2015-v2-e.pdf>

3. ONPARA is committed to encouraging and facilitating the dialogue on this subject between coaches, staff and athletes. Young athletes must not be afraid or embarrassed to discuss the issues of doping in sport with their parents, coaches and role models.



SOCIAL MEDIA POLICY

May 2021

ONPARA – SOCIAL MEDIA POLICY

Policy Statement

Social media offers the opportunity for organizations and individuals to gather in online communities of shared interest and create, share or access information, memories and opinions. The Ontario Wheelchair Sport Association is committed to using social media channels to engage and inform like-minded individuals and to build a safe social community for all supporters of the ONPARA.

This social media policy outlines how the ONPARA and its supporters should conduct themselves online. This document helps to safeguard our brand's reputation while also encouraging our community to responsibly share the ONPARA's message.

The ONPARA will host social media platforms and be present in online communities such as Facebook, Twitter and Instagram but these guidelines can be extended to any relevant social networking website. ONPARA employees, board members, athletes, participants and volunteers are encouraged to contribute to ONPARA's social media platform and online communications.

Purpose of Social Media

ONPARA welcomes comments, constructive feedback and follower engagement pertaining to the ONPARA and its activities. When posting media content to social networking sites, it is helpful to remember the reasons for doing so. When using ONPARA social sites, the aim should be to:

- Reach a wider, more diverse audience
- Promote the ONPARA events and programs
- Educate, inform and entertain
- Promote public awareness of wheelchair sports programs
- Engage with the amateur sport community
- Create excitement!

Authorised Users of ONPARA Accounts

Only people who have been authorized to use the ONPARA social network accounts may do so. Authorisation is usually provided by the Executive Director. It is typically granted when social media-related tasks form a core component of an employee or intern's job. Allowing only designated people to use the accounts ensures that ONPARA's social media presence is consistent and cohesive.

Guiding Principles for ONPARA Social Media Use

An important guiding principle for the ONPARA is to ensure that individuals understand that online communications is just the same as in the 'real' world. If you break a rule online, then it's just as serious as if it occurred on the field of play, during a committee meeting or elsewhere. Publication and commentary on social media carries similar obligations to any other kind of publication or commentary.

Other guiding principles for staff and volunteers engaging in social media include:

- Promote ONPARA's mission, vision and values
- Educate and inform
- Respect the audience, respect our organization, and all those that are a part of it
- Exclude confidential information
- Respect the privacy of colleagues, staff, athletes and volunteers
- Ask yourself before you post if you are adding value
- Spell check
- If you make an error, be up front about your mistake and correct it quickly

General Posting Guidelines

Regardless of which social networks we are using, or whether using business or personal accounts on company time, following these simple rules helps avoid the most common pitfalls:

- **Know the social network.** Employees should spend time becoming familiar with the social network before contributing. It's important to read any FAQs and understand what is and is not acceptable on a network before posting messages or updates.
- **If unsure, don't post it.** Staff should err on the side of caution when posting to social networks. If an employee feels an update or message might cause complaints or offence — or be otherwise unsuitable — they should not post it. Staff members can always consult the Executive Director for advice.
- **Be thoughtful and polite.** Many social media users have got into trouble simply by failing to observe basic good manners online. Employees should adopt the same level of courtesy used when communicating via email.
- **Look out for security threats.** Staff members should be on guard for social engineering and phishing attempts. Social networks are also used to distribute spam and malware. Further details below.
- **Keep personal use reasonable.** Although the company believes that having employees who are active on social media can be valuable both to those employees and to the business, staff should exercise restraint in how much personal use of social media they make during working hours.
- **Don't make promises without checking.** Some social networks are very public, so employees should not make any commitments or promises on behalf of the ONPARA without checking that the company can deliver on the promises. Direct any enquiries to the Executive Director.
- **Handle complex queries via other channels.** Social networks are not a good place to resolve complicated enquiries and customer issues. Once a customer has made contact, employees should handle further communications via the most appropriate channel — usually email or telephone.

- **Don't escalate things.** It's easy to post a quick response to a contentious status update and then regret it. Employees should always take the time to think before responding, and hold back if they are in any doubt at all.

Remember that once something has been posted it can be viewed immediately and it can be viewed forever. Remember; when in doubt, leave it out.

Editorial Control

The ONPARA reserves the right to delete comments violating public morals, public order, laws and regulations, rights of others or containing defamatory comments, violent or inciting violence, offensive or racist comments.

Moving Forward

Because social media moves fast, this policy should be considered a living document—ongoing updates will be necessary. The goal here is to provide our team with straightforward guidelines that are easy to follow.