



# ASSC-CDSA BOARD

## BY-LAWS AND POLICY MANUAL

- POLICY MANUAL Drafted: January 2007
- Passed in principal as a working document: May 11, 2007
- Presented to the Annual General Assembly October 27<sup>th</sup>, 2007
- Revised October 2009

*Reaching your Dreams!*



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## Table of contents

<b>INTRODUCTION .....</b>	<b>3</b>
<b>CDSA BY-LAWS.....</b>	<b>4</b>
Canadian Deaf Sports Association .....	4
Board of Directors Policy and Election Procedures .....	6
Roles and responsibilities of members, directors, officers and executive director .....	13
<b>GOVERNANCE POLICIES .....</b>	<b>16</b>
Appeals Policy.....	16
Discipline Policy .....	21
Discrimination or Harassment Policy.....	33
Code of Conduct and Policy on Conflicts of Interest .....	39
Equity Policy.....	47
Official Languages Policy.....	49
<b>ADMINISTRATION POLICIES .....</b>	<b>51</b>
Financial Conditions Policy .....	51
Investment Policy.....	52
Personal Information Management Policy.....	53
Staff and Volunteer Screening Policy.....	57
Staff Policy and Procedures .....	59
Travel and Related Expenses .....	65
Transportation Policy.....	67
Volunteer Reimbursement Policy.....	70
<b>SPORT DEVELOPMENT POLICIES.....</b>	<b>71</b>
<b>Athlete and Team Selection .....</b>	<b>71</b>
ICSD Audiogram & Hearing-aid Regulations.....	71
Doping Policy.....	72
Athlete Selection .....	74
<b>Coaches Selection .....</b>	<b>76</b>
Minimum Coaching Certification Standards and Exemptions Policy.....	76
<b>Mission Staff.....</b>	<b>78</b>
Chef de Mission.....	78
Mission Staff .....	80
<b>Team Canada.....</b>	<b>81</b>
Deaflympics Clothing Policy .....	81
Flag Bearer Selection Policy.....	84



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National Team Code of Conduct .....	87
Photography Procedures .....	88
<b>HOSTING EVENT POLICY .....</b>	<b>90</b>
Event Endorsement Policy .....	90
<b>PROMOTION &amp; AWARENESS.....</b>	<b>92</b>
International Representation .....	92
Press Release Policy.....	93
Video / Image Bank Program Policy.....	95
Sponsorship Program Policy .....	96



## INTRODUCTION

This manual has been developed to help CDSA volunteers and staff to manage the affairs of CDSA effectively and efficiently. CDSA policies provide:

- guidelines for action to achieve its mission,
- general directives to ensure consistent decision making,
- a point of reference for precedent setting decisions.

These policies are designed to benefit CDSA operations by:

- ensuring consistency in decision making,
- aid in operational decisions,
- suggest action and direction,
- ensure uniformity of organizational behaviour,
- clarify CDSA's response to issues in the community,
- provide protection from the pressures of expediency, and
- promote CDSA's values.

CDSA's Members (via the AGM) empower its volunteers and staff by explicitly stating policies in this manual. Policies that: look from the outside, in, set limits/boundaries from which the volunteers and staff can confidently operate within, and position CDSA positively within the Canadian sport system and the Deaf community.

Generally speaking, CDSA policies are developed by CDSA committees who meet and discuss issues and concerns related to their area of responsibility. Based on those discussions, the committee makes recommendations for the Board of Directors to consider. The Board of Directors discusses those recommendations and either approve them, becoming policy, or defeat them, in which case they are sent back to the Committee for further study.

There are three types of policies: governance, administrative and programs. Each type has its own section in the manual. Each policy has a title, implementation date, amendment dates, and a series of items that collectively, make up the policy.

This manual will be updated from time to time, based on need. To ensure that you have the most recent copy of the manual refer to the validation date located on the cover.



# CDSA BY-LAWS

## Canadian Deaf Sports Association

**Implementation Date: October 28, 2006**

Amendment Dates: May 2009

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### **1 GENERAL**

- 1.01 The Canadian Deaf Sports Association ("CDSA") was incorporated in 1964 under the name "Federation of Silent Sports of Canada Inc" and now operates as a registered charity under the name of Canadian Deaf Sports Association.
- 1.02 The objectives of the CDSA are as follows:
- (a) To encourage the development and affiliation of Provincial and Territorial Deaf Sports Associations ("PDSAs") within Canada;
  - (b) To encourage the development and affiliation of National Deaf Sports Organizations ("NDSOs") within Canada;
  - (c) To select and train, with the assistance of the PDSA and NDSOs and Sport Committees, deaf athletes who meet the requirements for participating in international competitions, especially the Pan American Games for the Deaf, the Deaflympics and/or the World Deaf Championships;
  - (d) To promote and facilitate the practice of amateur sports among deaf athletes in Canada; and
  - (e) To promote and facilitate High Performance sport programs for the deaf community of all ages within Canada as stipulated in CDSA's standards.
- 1.03 The Head Office of CDSA is in Canada at a civic address that the Board of Directors may decide at any time.
- 1.04 The official text languages of the CDSA shall be English and French; however, the English text shall be used in the case of a dispute in interpretation.
- 1.05 Communication shall be officially conducted in ASL and LSQ.
- 1.06 The Seal, an impression hereof is stamped on the margin, shall be the Seal of the Corporation. The Seal will be maintained in the Head Office of the CDSA.
- 1.07 The fiscal year of the CDSA shall be from April 1<sup>st</sup> to March 31<sup>st</sup>.

### **2 MEMBERSHIP AND FEES**

- 2.01 CDSA's membership shall consist of Provincial and Territorial Deaf Sports Associations (PDSAs) and National Deaf Sports Organizations (NDSOs).
- 2.02 To qualify as members of CDSA, organizations must:
- (a) Be incorporated; and
  - (b) Have at the time of application, been operating in good standing for two (2) or more years;



- (c) Represent athletes involved in sports which are recognized sports at either of both of the Pan-American Games or the Deaflympics.
- (d) In the case of NDSOs, represent members from a minimum of 3 provinces or territories in Canada.

2.03 Notwithstanding the foregoing, PDSAs and NDSOs representing sports not recognized at either or both of the Pan-American Games or the Deaflympics but who were members in good standing at March 31, 2006 may continue to hold membership in the CDSA.

2.04 To maintain membership status in the CDSA, organizations must pay annual membership fees in the amount determined by the CDSA Board of Directors from time to time.

2.05 Any changes introduced by the CDSA Board of Directors must be announced a minimum of 60 days prior to their effective date.

2.06 Application to become a member of the CDSA shall be made in writing to the President of the Board of Directors. The application shall include:

- (a) Written request;
- (b) A copy of the organization's Articles of Incorporation.
- (c) Financial Statements or Annual Reports for the preceding two fiscal years.
- (d) In the case of NDSOs, proof of a membership from a minimum of three provinces.

2.07 Member organizations of the CDSA may resign in writing at any time from the CDSA. The date of resignation shall be the last day of the fiscal year in which membership fees were paid by that organization.

2.08 For greater certainty, organizations representing deaf athletes involved in sports not recognized by the Pan-American Games or the Deaflympics and individual deaf athletes, while not members of the CDSA, are recognized by the CDSA as stakeholders of the CDSA and members of the Canadian Deaf Sports community.

### **3 AMENDMENT TO THE BY-LAWS**

3.01 The By-Laws of the CDSA may be repealed, varied or amended by the membership at any duly constituted meeting of the membership where quorum is present by a 75% majority of votes.

### **4 DISSOLUTION**

4.01 In the event of dissolution, all assets remaining after the payment of liabilities shall be distributed to one or more recognized deaf charitable organizations of Canada pursuing similar goals.



## Board of Directors Policy and Election Procedures

**Implementation Date: August 29, 2009**

Amendment Dates:

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### **A.) Rules and Term of Directors.**

- (1) Directors shall hold office as Directors for a two (2) year term.
- (2) Directors on the Board must serve in the capacity as a director-at – large for one term (2 years), to gain understanding of the operations, prior to running for an executive position.
- (3) The past president, for a maximum two (2) year term, in a non-voting capacity
- (4) Directors must be individuals, at least eighteen (18) years of age.

### **B.) Vacation of Office.**

The office of a Director shall be automatically vacated as a Director when any such director:

- resigns as a Director by delivering a written resignation to the President of CDSA;
- is found by a court to be of unsound mind;
- becomes bankrupt or takes the benefit of any legislation relating to bankruptcy or insolvent debtors;
- is removed as a Director by a resolution passed by two thirds (2/3) of the Active Members present and voting at a special meeting called for that purpose;
- dies;
- does not attend two consecutive regular meetings of the Board or, during the period between the annual meetings of CDSA in one year and the next ensuing annual meeting, fails to attend one third (1/3) or more of the total number of meetings of the Board held during such period without providing reasons for such non-attendance satisfactory to the Board;
- becomes or is an employee of the CDSA or an employee of a provincial or national member of the CDSA ( PDSA or NDSO );
- Provided that if any vacancy shall occur for any reason contained in this paragraph, the Board by majority vote may fill the vacancy. If a meeting of Members fails to elect the number of Directors required by the by-laws of CDSA vacancy occurs as a result of any of the foregoing reasons which is not filled by the Board, the Directors remaining in office may exercise all the powers of the Board provided that a quorum of Directors is elected or remains in office as the case may be.
- Breaches the confidentiality/conflict of interest policy, signed and agreed to by the Board of Directors.

### **C.) Limitations.**

No person shall be elected as a Director:

- (1) unless he is:
  - a Canadian citizen; or
  - a landed immigrant
  
- (2) If they are an employee of CDSA or an employee of a Member association. (PDSA and NDSO's)



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**D. Resignation.**

A retiring Director whose resignation stipulates that it is not to be effective until a certain meeting of the Board or Members shall remain in office until the dissolution or adjournment of the meeting at which his resignation is to be effective.

**E.) Remuneration.**

The Directors shall serve as such without remuneration and no Director shall directly or indirectly receive any profit from his position.

**EXECUTIVE**

**F.) Executive Officers**

Officers shall have such duties and be appointed for such term as the Board may determine at the time of appointment. Any two or more offices may be held by the same person.

**G.) Duties of the Officers**

President. The President shall:

- preside at all meetings of the Members and all meetings of the Board;
- be charged with the general management and supervision of the affairs and operations of CDSA;
- oversee the operations of CDSA to ensure the implementation and maintenance of a long range planning process;
- perform all duties incident to the office and shall have such other powers and duties as may from time to time be determined by the Board; and
- be an ex-officio member of all committees of CDSA.
- President is to attend ICSD and PANAMDES AGM/Congress. If unable to attend, the President shall appoint the Vice President, Treasurer and finally the Secretary (in that particular order). If none of the executives can attend, the President shall appoint a director to represent CDSA at any World Meetings and/or World Championships where required.

Vice-President.

- The Vice-President shall, in the absence of the President, perform the duties and exercise the functions of the President or such other duties as may be determined by the Board from time to time.
- Oversees the Policies and By-Laws of the organization
- Responsible to evaluate the Executive Director on a yearly basis
- Support Executive Director on regular basis through communication on issues of an internal nature.
- Discuss confidential issues with President, with information from Executive Director.

Treasurer.

- The treasurer shall: Oversee the financial processes of the CDSA
- have custody of all funds and securities of the CDSA and shall keep accurate accounts of all assets, liabilities, receipts and disbursements of CDSA in the books belonging to CDSA and shall make disbursements as determined by the Board, provided, however, that any of such duties or other duties relating to the functions of treasurer may be delegated to an administrative officer of CDSA;



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- See that accurate vouchers of all disbursements and shall ensure the books of CDSA are in proper order;
  - render an accounting of all financial transactions at the Members' and Directors' meetings and shall exhibit at such meetings the books of CDSA when called upon to do so;
  - furnish the annual meeting of CDSA with an audited financial statement of CDSA, which has been audited by the auditor elected at the previous annual meeting;
  - in consultation with the President prepare and monitor the budget for CDSA;
  - Perform all duties incident to the office and shall have such other powers and duties as may from time to time be determined by the Board.

Secretary. The Secretary shall:

- record the minutes of all meetings of the Members, Board and committees of CDSA;
- send copies of minutes and such notices of meetings to Members and Board as required by these bylaws or as determined by the Board;
- have custody of all minutes of proceedings of CDSA and the corporate seal of CDSA;
- Maintain the lists of names and addresses of the Members and the Board and any such lists as shall from time to time be required.
- Perform all duties incident to the office and shall have such other powers and duties as may from time to time be determined by the Board.
- Communicate with Executive Director to make any corrections before submitting minutes to the Board of Directors.
- Maintain action sheets from the Board meetings
- Draft up correspondence on behalf of the Executive Committee/Board

H.) Officers. The duties of the Officers shall be such as the terms of their appointment require or as determined by the Board from time to time.

Participant in a Committees position of their choices during the Board of Director's Meeting

I.) Term. Officers shall hold office for a term of two (2) years from the date of election or until their successors is elected. Officers may be removed in accordance with Section B.

## **COMMITTEES**

J.) Committees. The Board may establish, by resolution, committees on such terms and conditions as the Board deems appropriate, including duties of such committees and the timing and manner of holding meetings of such committees whose members will hold their offices at the discretion of the Board or as otherwise determined by the Board.

## **MEETINGS OF THE BOARD**

K.) Voting. Each Director shall be entitled to exercise one (1) vote at each meeting of the Board. Every question shall be determined by a majority of votes cast at the meeting.



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**L.) Tele/Video conference Calls.** If all Directors consent thereto generally or in respect of a particular meeting, a Director may participate in a meeting of the Board by means of such conference video or telephone or other communications facilities as permit all persons participating in the meeting to hear each other, and a Director participating in such a meeting by such means is deemed to be present at the meeting.

## **THE AGM - MEETING OF THE MEMBERS**

**M.) Meetings.** Meetings of the Members shall be either an annual meeting or a special meeting. The annual or any special meeting of Members shall be held at the head office of CDSA or at any place in Canada and on such date as the Board may determine. The annual meeting shall be held within one year of the fiscal year end.

**N.) Business at Annual Meeting.**

At every annual meeting of the Members, in addition to any other business that may be transacted, the report of the Board, the financial statements and the report of the auditors shall be presented and auditors appointed for the ensuing year. The Members may consider and transact any business which the Members under applicable law are so authorized to transact, at any meeting of the Members, provided however, for greater certainty:

- only the Active Members shall be entitled to vote thereat and;
- The Active Members attending the annual meeting shall have the exclusive right to elect the Board as Directors and Officers.

**O.) Special Meeting.** The Board or the President shall have power to call, at any time, a special meeting of the Members. The Board shall call a special meeting of the Members on the written requisition of fifty percent (50%) of the Active Members.

**P.) Notice.** Sixty (60) days written notice by mail shall be given to the Members of any annual or special meeting of the Members. Notice of any meeting shall contain a proposed agenda and a program of events that will take place during the meeting and shall contain sufficient information to permit the Active Members to make a reasoned decision. No error or omission in giving notice of any annual or special meeting or any adjourned meeting, whether annual or general, shall invalidate such meeting or make void any proceedings taken thereat and the Active Members may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. The statutory declaration of the President or Administration Director that notice has been given shall be sufficient and conclusive evidence of the giving of such notice.

**Q.) Video/Teleconference Calls.** If all Members consent thereto generally or in respect of a particular meeting, a Member may participate in a meeting of the Members by means of such conference video/telephone or other communications facilities as permit all persons participating in the meeting to hear each other, and a Member participating in such a meeting by such means is deemed to be present at the meeting.

**R.) Agenda.** The agenda for the meeting shall be circulated to all Members, entitled to attend, thirty (30) days prior to the first day of the annual meeting. Members entitled to attend who wish to have new business placed on the agenda of the meeting shall deliver to the national office notice of such at least forty-five (45) days prior to the first day of the annual meeting.



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The agenda and subsequent information circulated with it shall contain sufficient information to permit the Active Members to form a reasoned judgement on any matter to be considered and voted upon at such meeting.

**S.) Proxies and Voting Credentials.** Subject to the specific provisions contained herein to the contrary, at all meetings of the Members:

- (1) each Active Member ( PDSA or NDSO ) shall be entitled to one (1) vote;
- (2) proxy votes shall not be permitted; and
  
- (3) To the extent an individual is a delegate of an Active Member and a Director; such individual shall not be entitled to vote.

**a.) Representation**

- (1) Each Active Member shall appoint, in writing, one delegate to represent such Member at meetings of CDSA
- (2) Each Member shall notify the national office of CDSA of the name, address and position of its delegate thirty (30) days prior to the first day of the applicable meetings of CDSA.
- (3) The delegate to meetings of CDSA shall have in their possession at all meetings credentials from the respective Member authorizing their attendance at the applicable meeting of CDSA.

**b.) Voting.** All meetings of the Members:

- (1) every question shall be determined by a majority of votes cast by Active Members at the meeting;
- (2) any question shall be decided in the first instance by a show of hands of Active Members unless a secret ballot be demanded by any Active Member;
- (3) The President, at meetings of Members, shall not be entitled to vote, but if there is an equality of votes, he shall cast the deciding vote.
- (4) a declaration by the Chairman of the meeting that a resolution has been carried and an entry to that effect in the minutes shall be prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution; and
- (5) The demand for a secret ballot may be withdrawn but if not withdrawn the ballot shall be taken in such manner as the President shall direct and the result of such ballot shall be the decision of CDSA upon the matter in question.

**c.) Nominations**

- (1) Nominations to be valid must be delivered to the national office of CDSA at least thirty (30) days prior to the first day of the annual meeting.
- (2) Any Active Member may nominate candidates for positions of Directors.
- (3) At least three (3) months before each annual meeting, the Board shall appoint a committee (the "Nominating Committee") which shall be chaired by a Director who is not seeking re-election in that year, and shall:
  - a.) accept and solicit from the Active Members nominations for those directorships which are due to terminate at the next annual meeting;
  - b.) do such things as are necessary to ensure that persons nominated for Director and Officer are eligible for nomination and have been nominated



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- c.) do such things as are necessary to ensure that the Active Members at an annual meeting, are fully apprised of the experience, character, and background of nominees for Director and Officer; and ensure that Active Members at an annual meeting have a free and unconcerned choice among all nominees for the position of Director ensure that the name of all Directors with Portfolio are affixed by the Board at the time of the annual solicitation for nominations.
  - d.) No nominations from the floor will be accepted.
  - e.) All valid nominations shall be circulated to all Active Members at least twenty-one (21) days prior to the first day of the annual meeting.
  - f.) All nominations must be signed by their PDSA President to ensure support from the PDSA for that particular person
  - g.) any current Director shall not be required to be nominated in accordance with the procedures in order to be able to be eligible for re-election to the Board and such individuals may, upon notice to the Nominating Committee not less than 30 days prior to the first day of the relevant annual meeting, indicate that they wish to stand for re-election to the Board.
  - h.) Nominees who wish to be elected to the CDSA Board of Director's must be on the board of a PDSA or NDSO to gain experiences of the Provincial Level before joining the National Level for a minimum of 3 years.
  - i.) Nominees who wish to be elected directly to the Executive Board must be gone from the PDSA/NDSO executive no more than 4yr (2 terms) otherwise, longer than 4 years consider becoming a Director.

D.) Election Procedures. The election by the Active Members of the Directors shall take place at the annual meeting of CDSA.

Elections for one – half (1/2) of the number of Director Positions (with or without portfolio), including the position of President and Secretary shall take place in even numbered years.

Elections for one – half (1/2) of the number of positions (with or without portfolio) including the positions of Vice President and Treasurer shall take place in odd numbered years.

The elections of Director shall occur in the order as regulated by this policy:

All elections shall be decided by majority vote of the Active Members, according to the following procedures:

- (a) One valid nomination - the winner is declared by acclamation.
- (b) Two valid nominations - the winner is the nominee receiving a majority of the votes recorded by the secretary of the meeting.
- (c) Three or more valid nominations - the winner is the nominee receiving more than fifty (50%) percent of the votes cast by Active Members. Should no nominee receive more than fifty (50%) percent of the votes cast then the two nominees receiving the most votes shall stand in a second ballot, provided that:
  - (I) if, on the first or any subsequent ballot, there is a tie among nominees receiving the highest number of votes, such nominees shall stand for election in further ballots until one of such nominees receives more than fifty (50%) percent of the votes cast by Active Members on such ballot; and



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- (ii) If, on the first ballot, there is a tie among nominees receiving the second highest number of votes, such nominees shall stand for election in a by-election or by-elections to determine which of such nominees shall stand in the second ballot against the nominee who received the highest number of votes on the first ballot.

The elected Directors shall assume office at the conclusion of the annual meeting.

### **MINUTES OF THE BOARD**

**T. Minutes.** The minutes of meetings of the Board shall be available to the Members upon written request to the National Office.



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## Roles and responsibilities of members, directors, officers and executive director

Implementation Date: 2005

Amendment Dates:

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### Members

Members elect directors, approve the objectives of the association and approve any changes to the fundamental nature of the business through resolutions at members' meetings (Annual General Meeting, Special Meetings).

In addition, corporate law and regulatory bodies require that certain items related to the business, such as appointing auditors be approved by a vote of the members. Other than through these formal mechanisms, members are not directly involved in the affairs of the association.

### Directors

The Board of Directors is responsible for the stewardship of the organization. The Board is responsible for the conduct of the business and for supervising management in the discharge of its responsibilities. Significant changes to the business, as well as all activities out of the normal course of business (such as opening a new bank account), require approval of the Board of Directors. An effective and committed board adds value to the business by:

- Selecting the right Executive Director for the organization;
- Setting the overall parameters within which the association operates, including strategic planning and risk management;
- Monitoring and assessing performance of the association and its management;
- Providing oversight: ensuring that the controls, processes and people are in place for the business to run effectively;
- Providing insight: being a source of wise counsel for senior management;
- Providing foresight: helping management review future directions and opportunities.

The Board normally discharges its responsibilities by holding periodic meetings. Where the Board is large, there may be an Executive Committee that meets more frequently than the entire Board.

To make the limited hours of actual board meetings most effective, some detailed work of the board is often done in sub-committees of the Board of Directors. Standing Committees are enshrined in the by-laws. In addition, ad hoc subcommittees may be established to perform special tasks. No committee, except the Executive Committee which bears delegated responsibility from the Board, may make a decision on the behalf of the board. Rather they make recommendations to the board based on their detailed work and the board approves or ratifies these recommendations.

### Officers

In a profit-oriented company, executive officers are employees of the company who report to the President who, in turn, reports to the Chair of the Board of Directors. In contrast, the Executive Officers in a not-for-profit organization are volunteers who sit on the Board and hold special responsibilities. For example, the Treasurer will counter-sign cheques. If the organization has no staff complement, or only an administrator, the Executive Officers actually participate in running the day-to-day affairs of the organization. However, if the organization is large enough to have an Executive Director, the positions are limited to more formal activities relating to managing the



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affairs of the Board of Directors and acting on the board's behalf between meetings. Generally, because of the delicate nature of human resources management, the Executive Officers (in the form of the Executive Committee) are the ones who perform the key function of recruiting, selecting, directing, managing the performance of and if necessary, firing the Executive Director.

#### Executive Director

The Executive Director in a not-for-profit organization reports to the Board of Directors. He or she is responsible for executing the business strategy (hence the term "executive"), by hiring employees, and doing whatever else is required for the efficient and effective conduct of the business.

#### Examples:

##### Example 1: Who authorizes a board member to incur expenses and who approves the expenses?

Anticipated Board expenses should be incorporated into the financial plan (the budget) for the coming year and be approved along with the rest of the budget. Expenses anticipated within the budget may be authorized by the Executive Director so long as they are in accordance with the policy related to board expenses. Expenses not reflected in the budget must be discussed and approved by the board before they can be authorized. Once the expenses have been undertaken, the Treasurer may approve the expenses incurred by a board member.

##### Example 2: Who decides on the financial priorities for the organization?

It is the Executive Director's job to develop a financial plan for the organization based on guidelines generated from the board in the form of strategic direction. The board ensures that the financial plan put forward by the Executive Director is consistent with, and makes a contribution to the strategic direction of the organization. So the plan is created by the ED based on the priorities inherent in the direction set by the board. The board then approves the plan. The ED implements the approved plan. The membership does not provide direction regarding financial priorities to the Board or the ED. They exercise their franchise by voting in the Directors they believe will govern the organization most wisely. They may also ask questions about the financial priorities and plan for information.

##### Example 3: Who decides who gets a contract to perform a service for the organization?

A contract to perform services for the organization which is already reflected in the financial plan would typically be decided upon by staff – the Executive Director or his/her staff according to general contract-granting guidelines previously approved by the board (for example, depending on the size of the contract whether multiple proposals should be solicited). There would be one exception and that would be for a contract to provide services directly to the board. While the same guidelines would apply in both cases, the Executive Committee or another board delegate could initiate the invitation for proposals and make the decision.

##### Example 4: Who fires the Board of Directors if they are doing a poor job?

The membership "fires" directors by not voting for them at the Annual General Meeting. In the case of unethical or illegal behaviour, the organization's Code of Ethics should have provisions both for whistle-blowing and for the removal of a director before the end of his or her term. This action would normally be carried out by the President of the Board after due consideration of the facts. Neither employees nor members have any other authority to take action (other than to report law-breaking to the authorities).

##### Example 5: How can a member influence the direction or the priorities of the organization?

A member has three ways to influence the direction or the priorities of the organization. First, the member has the opportunity to stand for election to the board. Secondly, the member has the opportunity to present their priorities for consideration in the form of a motion related to policy



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direction at the AGM. Resolutions cannot bind the board of directors to a particular action or expense, but can help to reflect objectives that the membership believes are important priorities. Finally, the member can simply have a conversation with one or more directors or officers of the organization in the interests of influencing their thinking.



## GOVERNANCE POLICIES

### Appeals Policy

Implementation Date: November 11, 2007

Amendment Dates:

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(NOTE: In this Policy members refers to all categories of members in the **CANADIAN DEAF SPORT ASSOCIATION**, as well as to all individuals engaged in activities with or employed by the **CANADIAN DEAF SPORT ASSOCIATION**, including, but not limited to, athletes, coaches, officials, volunteers, directors, officers, team managers, medical personnel, administrators and employees (including contract personnel); "Appellant" refers to the member appealing a decision; and "Respondent" refers to the body whose decision is being appealed.)

In this Policy "days" shall mean total days, irrespective of weekends or holidays.

#### Summary of Timelines

1. The following are a summary of timelines drawn from the Policy. Where there is a discrepancy between this summary and those set out in the Policy, the Policy shall take precedence.
  - o Notice of Appeal must be filed within 10 days of the date of the decision being appealed (this may be waived in extenuating circumstances [Clause 5]);
  - o Appellant must recommend peer Panel member within 5 days of Notice to Appeal (Clause 9);
  - o Panel shall be appointed within 5 days of Notice of Appeal (Clause 9)
  - o Notice of Appeal to be screened within 5 days of appointment of Panel (Clause 10);
  - o Hearing to be held within 21 days of the appointment of the Panel (Clause 13);
  - o Parties shall have 14 days notice of date, time and place of the Hearing (Clause 13);
  - o All documents to be distributed at least 5 days before the Hearing (Clause 13);
  - o Decision of Panel shall be issued within 7 days of the Hearing (Clause 15);
  - o Timelines may be extended or abridged by the appropriate body in accordance with the terms of the Policy (Clause 17).

#### Scope of Appeal

2. Any member who is affected by a decision of the **CANADIAN DEAF SPORT ASSOCIATION** Board of Directors, of any Committee of the Board of Directors, or of any body or individual who has been delegated authority to make decisions on behalf of the Board of Directors, shall have the right to appeal that decision, provided there are sufficient grounds for the appeal as set out in Clause 8 of this Policy. Such decisions may include, but are not limited to, harassment, selection and discipline.
3. This Policy shall not apply to matters relating to the technical rules of sport, which may not be appealed, or to matters of employment unless otherwise stated.
4. The Executive Director shall administer all appeals concerning the selection of athletes to a team.



### ***Timing of Appeal***

5. Members who wish to appeal a decision shall have 10 days from the date on which they received notice of the decision, to submit written notice of their intention to appeal, to the President of the CDSA or to the Chef de Mission if the appeal occurs at the games. (Deaflympics or Pan American Games)
6. Notice of Appeal shall contain the following information:
  - o Appellant's name and address;
  - o date the appellant was advised of the decision being appealed;
  - o name of the individual who communicated the decision to the Appellant;
  - o Appellant's status (athlete, coach, volunteer, etc.);
  - o copy of decision being appealed or description of decision if a written document is not available;
  - o grounds for the appeal (pursuant to Clause 6 of this Policy), along with detailed reasons for the appeal;
  - o explanation of how the decision directly affects the Appellant;
  - o remedy requested;
  - o date of notice of appeal and signature of Appellant.
7. Any party wishing to initiate an appeal beyond the 10-day period must provide a written request stating reasons for an exemption to the requirement of Clause 5. The decision to allow, or not allow an appeal outside the 10 day period shall be at the sole discretion of the CDSA President or Chef de Mission if the appeal occurs at the games (Deaflympics or Pan American Games).

### ***Grounds for Appeal***

8. A decision cannot be appealed on its merits alone. An appeal may be heard only if there are sufficient grounds for the appeal. Sufficient grounds include the Respondent:
  - o making a decision for which it did not have authority or jurisdiction as set out in the CDSA's governing documents;
  - o failing to follow procedures as laid out in the bylaws or approved policies of the CDSA
  - o making a decision which was influenced by bias, where bias is defined as a lack of neutrality to such an extent that the decision-maker is unable to consider other views;
  - o exercising its discretion for an improper purpose;
  - o making a decision for which there is **no** evidence to support.

### ***Appeals Panel***

9. Within 5 days of receiving the Notice of Appeal, the Vice-President Administration or Chef de Mission, shall appoint an Appeals Panel (the "Panel") as follows:
  - o the Panel shall be comprised of either a single adjudicator sitting alone or a panel of three individuals. The President or Chef de Mission, in consultation with the Appellant, shall decide whether a one-person or three-person panel will be appointed. Should the parties not agree, a three-person panel shall be appointed;
  - o the Panel member(s) shall have no significant relationship with the affected parties, shall have had no involvement with the decision being appealed, and shall be free from any other actual or perceived bias or conflict;
  - o in the case of a single adjudicator, an independent person outside the CDSA shall be appointed;



- 
- o in the case of a three-person panel, at least one of the Panel's members shall be from among the Appellant's peers;
  - o the Appellant shall be given the opportunity to recommend the peer member on the Panel, provided that member satisfies criterion (b) above;
  - o should the Appellant not recommend the Panel member as set out in (e) above within 5 days, the President or Chef de Mission shall appoint the peer member of the Panel;
  - o the Panel members shall select from themselves a Chairperson.

### ***Screening of the Appeal***

10. Within 5 days of its appointment, the Panel shall decide whether or not the appeal is based on one or more of the categories of possible errors by the Respondent as set out in Clause 8. The Panel shall not determine if the error has been made, only if the appeal is based on such an allegation of error by the Respondent. The Panel may delegate to its Chairperson the authority to deal with screening matters.
11. If the appeal is denied on the basis of insufficient grounds, the Appellant shall be notified of this decision in writing, giving reasons. This decision is at the sole discretion of the Panel or Chef de Mission and may not be appealed.

### ***Preliminary Conference***

12. The Panel may determine that the circumstances of the dispute warrant a preliminary conference:
  - o the matters which may be considered at a preliminary conference include date and location of hearing, timelines for exchange of documents, format for the appeal, clarification of issues in dispute, any procedural matter, order and procedure of hearing, remedies being sought, identification of witnesses, and any other matter which may assist in expediting the appeal proceedings;
  - o the Panel may delegate to its Chairperson the authority to deal with these preliminary matters.

### ***Procedure for the Appeal***

13. The Panel shall govern the appeal by such procedures as it deems appropriate, provided that:
  - o the appeal hearing shall be held within 21 days of the Panel's appointment;
  - o the Appellant may receive service in the language of their choice;
  - o if the matter under appeal relates to team selection, any person whose selection to the team is potentially affected by the decision of the Panel shall become a party to the appeal;
  - o the Appellant, Respondent and Affected Parties shall be given 14 days written notice of the date, time and place of the appeal hearing;
  - o where a three-person panel is hearing the matter, a quorum shall be all three Panel's members;
  - o decisions shall be by majority vote, where the Chairperson carries a vote;
  - o copies of any written documents which any of the parties would like the Panel to consider shall be provided to the Panel, and to all other parties, at least 5 days in advance of the hearing;
  - o any of the parties may be accompanied by a representative or advisor, including legal counsel; however, that party shall be responsible for the costs of that person;
  - o the Panel may direct that any other individuals participate in the appeal;



- 
- o in the event that one of the Panel's members is unable or unwilling to continue with the appeal, the matter will be concluded by the remaining two Panel members;
  - o unless otherwise agreed by the parties, there shall be no communication between Panel members and the parties except in the presence of, or by copy to, the other parties.

14. In order to keep costs to a reasonable level the Panel may conduct the appeal by means of a telephone or videoconference.

### ***Appeal Decision***

15. Within 7 days of concluding the appeal, the Panel shall issue its written decision, with reasons. In making its decision, the Panel shall have no greater authority than that of the original decision-maker. The Panel may decide to:
- o confirm the decision and dismiss the appeal;
  - o void the decision and refer the matter back to the initial decision-maker for a new decision;
  - o vary the decision where it is found that an error occurred and such an error cannot be corrected by the original decision-maker for reasons which include, but are not limited to, lack of clear procedure, lack of time, or lack of neutrality; and
  - o determine how costs of the appeal shall be allocated, if at all.
16. A copy of this decision shall be provided to each of the parties and to the President or Chef de Mission.

### ***Timelines***

17. If the circumstances of the dispute are such that this Policy will not allow a timely appeal, the Panel may direct that these timelines for which it is responsible be abridged and the President or Chef de Mission may direct that those timelines for which they are respectively responsible, be abridged. If the circumstances of the disputes are such the appeal cannot be concluded within the timelines dictated in this Policy, the Panel may direct that these timelines be extended.
18. Those timelines affecting decisions to be made by the President or Chef de Mission may be abridged by that person in order to allow an appeal to be heard.

### ***Documentary Appeal***

19. Any party to the appeal may request that the Panel conduct the appeal by way of documentary evidence. The Panel may seek agreement from the other parties to proceed in this fashion. If agreement is not forthcoming, the Panel shall decide whether the appeal shall proceed by way of documentary evidence or in-person hearing.

### ***Arbitration***

20. If any party believes the Appeal Panel has made an error such as those described in Clause 8, the matter shall be referred to arbitration, such arbitration to be administered under the Alternate Dispute Resolution (ADR) Program for Amateur Sport and its Rules of Arbitration, as amended from time to time.
21. Should a matter be referred to arbitration, all parties to the original appeal shall be parties to the arbitration.



22. The parties to arbitration shall enter into a formal Arbitration Agreement and the decision of any arbitration shall be final and binding and not subject to any further review by any court of competent jurisdiction or any other body.

***Location & Jurisdiction***

23. Any appeal shall take place in the municipality where the National Office of the CDSA is located, unless held by way of telephone conference call, documentary review or held elsewhere as may be decided by the Panel as a preliminary matter.
24. This Policy shall be governed and construed in accordance with the laws of the Province of Quebec.
25. No action or legal proceeding shall be commenced against the CDSA in respect of a dispute, unless the CDSA has refused or failed to abide by the provisions for appeal and/or arbitration of the dispute, as set out in this Policy.



## Discipline Policy

Implementation Date: November 11, 2006

Amendment Dates:

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**NOTE:** In this Policy **"Individual"** refers to all categories of Members in the Canadian Deaf Sports Association as well as to all individuals engaged in activities with or employed by Canadian Deaf Sports Association, including, but not limited to, athletes, coaches, officials, volunteers, directors, officers, team managers, medical personnel, administrators and employees (including contract personnel).

**In this Policy "days" shall mean total days, irrespective of weekends or holidays.**

### **Preamble**

1. The CANADIAN DEAF SPORTS ASSOCIATION (CDSA) is committed to providing a sport environment which is athlete-centered, and which is characterized by the values of fairness, integrity, open communication, and mutual respect.
2. As a Member of the CDSA, there are many benefits and privileges. At the same time members are expected to fulfill certain responsibilities and obligations, including but not limited to, complying with the Code of Conduct, policies, by-laws, rules and regulations of the CDSA.
3. The CDSA Code of Conduct (Appendix "A"), the Participant's Code of Conduct (Appendix "B") and the Mission Staff Code of Conduct (Appendix "C") identify the standard of behaviour that is expected of members of the CDSA. Members who fail to meet this standard will be subject to the disciplinary sanctions identified within this Policy.

### **Application**

4. This Policy applies to all members of the CDSA, as well as to all individuals engaged in activities with, or employed by, the CDSA including, but not limited to, athletes, coaches, officials, volunteers, directors, officers, team managers, medical personnel, administrators and employees.
5. This Policy applies to discipline matters that may arise during the course of all the CDSA business, activities and events, including but not limited to competitions, meetings and travel associated with these activities.
6. Discipline matters arising within the business, activities or events of affiliated members of the CDSA shall be dealt with using the discipline policies and mechanisms of such organizations.
7. Individuals may receive service in the language of their choice.

### **Disciplinary Procedures**

#### **Minor Infractions**

8. Examples of minor infractions are shown in Appendix "D". All disciplinary situations involving minor infractions occurring within the jurisdiction of the CDSA will be dealt with by the appropriate person having authority over the situation and the individual involved (this person may include, but is not restricted to, a board member, committee member, official, coach, team manager, or head of delegation).



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9. Procedures for dealing with minor infractions shall be informal as compared to those for major infractions and shall be determined at the discretion of the person responsible for discipline of such infractions, provided the individual being disciplined is told the nature of the infraction and has an opportunity to provide information concerning the incident.
  10. The following disciplinary sanctions may be applied, singly or in combination, for minor infractions:
    - o verbal reprimand,
    - o written reprimand to be placed in individual's file for a specified period of time,
    - o verbal apology,
    - o hand-delivered written apology,
    - o team service or other voluntary contribution to the CDSA,
    - o suspension from the current competition,
    - o other sanctions as may be considered appropriate for the offense.
  11. Minor infractions that result in discipline shall be recorded using the Incident Report form in Appendix "E". Repeat minor offences may result in a further such incident being considered as a major infraction.

### ***Major Infractions***

12. Examples of major infractions are shown in Appendix "D". Any member, or representative, of the CDSA may report to the Executive Director a major infraction using the Incident Report form in Appendix "E".
13. Upon receipt of an Incident Report, it shall be determined if the incident is better dealt with as a minor infraction, or if a hearing is required to address the incident as a major infraction.
14. If the incident is to be dealt with as a minor infraction, the executive Director or Chef de Mission will inform the appropriate person in authority as described in Clause 8 and the alleged offender, and the matter shall be dealt with according to Clauses 8 through 11 of this Policy.
15. If the incident is to be dealt with as a major infraction and a hearing is required, the alleged offender shall be notified as quickly as possible and in any event no later than 5 days from date of receipt of the Incident Report, and shall be advised of the procedures outlined in this Policy.
16. Major infractions occurring within competition may be dealt with immediately, if necessary, by the Chef de Mission or a CDSA representative in a position of authority, provided the individual being disciplined is told the nature of the infraction and has an opportunity to provide information concerning the incident. In such situations, disciplinary sanctions shall be for the duration of the competition only. Further sanctions may be applied but only after review of the matter in accordance with the procedures set out in this Policy for major infractions. This review does not replace the appeal provisions of this Policy.

### ***Hearing***

17. Within 7 days of receiving the Incident Report, Executive Director or Chef de Mission shall appoint three individuals to serve as a Disciplinary Panel. Where possible, one of the Panel members shall be from the peer group of the alleged offender and one of the Panel members shall be from the peer group of the person filing the incident report.
18. The Discipline Panel shall hold the hearing as soon as possible, but not more than 21 days after the Incident Report is first received by the Executive Director or Chef de Mission.
19. The Discipline Panel shall govern the hearing as it sees fit, provided that:



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- o the individual being disciplined shall be given 10 days written notice (by courier or fax) of the day, time and place of the hearing. The Panel may decide to conduct the hearing in person or by telephone or video conference;
  - o the individual being disciplined shall receive a copy of the incident report;
  - o members of the Panel shall select from among themselves a Chairperson;
  - o a quorum shall be all 3 Panel members;
  - o decisions shall be by majority vote; the Chair carries a vote;
  - o the individual being disciplined may be accompanied by a representative;
  - o the individual being disciplined shall have the right to present evidence and argument;
  - o the hearing shall be held in private;
  - o the Panel may request that witnesses to the incident be present or submit written evidence;
  - o once appointed, the Panel shall have the authority to abridge or extend timelines associated with all aspects of the Hearing.

### ***Preliminary Conference***

20. The Panel may determine that the circumstances of the dispute warrant a preliminary conference:
21. The following matters may be considered at a preliminary conference:
  - o Date and location of hearing
  - o Timelines for exchange of documents
  - o Format for the hearing
  - o Clarification of issues in dispute
  - o Any procedural matter, order and procedure of the hearing
  - o Remedies being sought
  - o Identification of witnesses
  - o Any other matter that may assist in expediting the hearing proceedings.
22. The Panel may delegate to its Chairperson the authority to deal with these preliminary matters.
23. The Discipline Panel shall render its decision, with written reasons within 10 days of the Hearing. A copy of this decision shall be provided to all of the parties to the hearing and to the President,, Executive Director or the Chef de Mission
24. The preceding provisions may be modified, or added to, as required by the provisions of any other pertinent CDSA policy, such as those dealing with harassment, doping, personnel or event-specific matters.
25. Where the individual acknowledges the facts of the incident, he or she may waive the hearing, in which case the Panel shall determine the appropriate disciplinary sanction. The Panel may hold a hearing for the purpose of determining an appropriate sanction.
26. If the individual being disciplined chooses not to participate in the hearing, the hearing may proceed in any event.



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### **Sanctions**

27. The Discipline Panel may apply the following disciplinary sanctions singly or in combination, for major infractions:
- o written reprimand to be placed in the individual's file;
  - o hand-delivered written apology;
  - o suspension from certain CDSA events which may include suspension from the current competition or from future teams or competitions;
  - o being sent home following suspension from the current competition (and the Panel may deal with the costs of such action);
  - o payment of a financial fine in an amount to be determined by the Disciplinary Panel;
  - o suspension of the CDSA funding;
  - o suspension from certain the CDSA activities (i.e. competing, coaching or officiating) for a designated period of time;
  - o suspension from all the CDSA activities for a designated period of time;
  - o expulsion from the CDSA
  - o costs of the hearing;
  - o other sanctions as may be considered appropriate for the offense.
28. The preceding sanctions may be modified, or added to, as required by the provisions of any other pertinent CDSA policy, such as those dealing with harassment, doping, personnel or event-specific matters.
29. Unless the Discipline Panel decides otherwise, any disciplinary sanctions shall commence immediately.
30. In applying sanctions, the Disciplinary Panel may have regard to the following aggravating or mitigating circumstances:
- o the nature and severity of the offense,
  - o whether the incident is a first offense or has occurred repeatedly,
  - o the individual's acknowledgment of responsibility,
  - o the individual's extent of remorse,
  - o the age, maturity or experience of the individual, and
  - o the individual's prospects for rehabilitation.
31. Notwithstanding the procedures set out in this Policy, any member of the CDSA who is convicted of a criminal offense involving sexual exploitation, invitation to sexual touching, sexual interference, sexual assault, shall face automatic suspension from participating in any activities of the CDSA for a period of time corresponding to the length of the criminal sentence imposed by the Court, and may face further disciplinary action by the CDSA in accordance with this Policy.

### **Timelines**

32. If the circumstances of the dispute are such that this Policy will not allow a timely appeal, the Panel may direct that these timelines for which it is responsible be abridged and the Executive Director or Chef de Mission may direct that those timelines for which they are respectively responsible, be abridged. If the circumstances of the disputes are such the appeal cannot be concluded within the timelines dictated in this Policy, the Panel may direct that these timelines be extended.



33. Those timelines affecting decisions to be made by the Executive Director or Chef de Mission may be abridged by that person in order to allow an appeal to be heard.

***Appeal Procedure***

34. Except where otherwise provided, an appeal of any disciplinary matter will be done according to the *Appeals Policy* of the CDSA.



## APPENDIX A

### CANADIAN DEAF SPORT ASSOCIATION - CODE OF CONDUCT

The CDSA is committed to providing an environment in which all individuals are treated with respect.

Further, the CDSA supports equal opportunity and prohibits discriminatory practices. Members and participants are expected to conduct themselves at all times in a manner consistent with the values of the CDSA, values that include: fairness, integrity, open communication and mutual respect. The following specific behaviours support CDSA's values:

- o complying with the by-laws, rules, regulations or policies of the CDSA, as adopted and amended from time to time;
- o respecting team mates, opponents, officials, coaches, spectators or sponsors;
- o proper use, maintenance and care of facilities and equipment;
- o complying with the conditions of entry in a competition meet including any rules with regard to clothing or advertising;
- o being available to meet reasonable requests for interviews by the media;
- o conduct which best exemplifies the CDSA movement and CDSA's activities and programs, including but not limited to; the responsible use of alcohol and forbidding the use of alcohol by minors, and the use of drugs for medical purposes only,

Irresponsible behaviour by members and participants can do severe damage to the Canadian Deaf Sports Association. Conduct that violates these values may be subject to sanctions pursuant to the CDSA's *Discipline Policy*.



## APPENDIX B

### PARTICIPANT'S CODE OF CONDUCT

#### The participant's are:

- i) not to use any prohibited substance and/or performance enhancing drug;
- ii) prohibited from drinking alcohol;
- iii) responsible for paying fees for any damage caused by a missing or a broken object in the room. When more than a person shares the room, the fees will be shared equally if nobody admits his/her fault;
- iv) expected to behave respectfully and politely with his/her team mates, head coach and Team Canada Mission Staff, which includes the Chef-de-Mission, Assistant Chef-de-Mission and CDSA officials;
- v) expected to wear the Team Canada uniform provided by the CDSA;
- vi) expected to respect the curfew hours as designated by the Chef de Mission;
- vii) expected to be on time and respect the schedule of our stay, including competitions, practices, ceremonies and any CDSA function;

#### Unacceptable conduct:

- a) committing an act which, according to the federal, provincial, municipal or local laws, may be considered an offence. The participant will be sent home immediately at his/her expense or at his/her parents' expense. The Canadian Deaf Sports Association will contact the athlete's parents if he/she is under the legal age of majority. The athlete's club will be advised by phone and will face the Disciplinary Committee of the CDSA;
- b) committing a serious act: a theft, an aggression, vandalism;
- c) an anti-sportive conduct;
- d) attending a competition under the influence of an illegal substance;

According to the circumstances, the punishment awarded for an unacceptable conduct described in a), b), c) and d) may vary from the proceedings explained above and result by a verbal or written warning addressed to the participant and/or supported with a partial or total restriction to participate in the competition.

A report will be written for each incident, major or minor, in order inform the Disciplinary Committee of the Canadian Deaf Sports Association.



EACH PARTICIPANT IS RESPONSIBLE FOR THE APPLICATION OF THIS CODE OF CONDUCT

Any violations of the items described above are treated by the discipline committee of the Canadian Deaf Sports Association, which has the right and the obligation to perform disciplinary actions.

In the case of a serious action and/or violation by the participant during the trip that could put his/her own security or the team's security in danger, this participant will be sent home at his own expense or at his/her parents' expense if he/she is under the legal age of majority.

The participant's code of conduct begins at the flight's departure and ends when the participant is back home at his respective airport or at any other date if there are changes in the established schedule.

CONSENT TO THE CODE OF CONDUCT

**DEADLINE: \_\_\_\_\_, 200\_\_**

I assure that I read and understood the terms of the code of conduct, and that I will respect the conduct for the duration of the Canadian team's stay (CDSA) at the Deaflympics and Panamerican Games.

\_\_\_\_\_  
Name of participant:

\_\_\_\_\_  
Signature of the participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of parent if under the age of 18

\_\_\_\_\_  
Date

**Please fax to: CDSA office at 514-321-8686**



## APPENDIX C

### MISSION STAFF CODE OF CONDUCT

#### **The volunteer's are:**

- i) not to use any prohibited substance;
- ii) prohibited from drinking alcohol;
- iii) responsible for paying fees for any damage caused by a missing or a broken object in the room. When more than a person shares the room, the fees will be shared equally if nobody admits his/her fault;
- iv) expected to behave respectfully and politely with the athletes, head coaches and Team Canada Mission Staff, which includes the Chef-de-Mission, Assistant Chef-de-Mission and CDSA officials;
- v) expected to wear the Team Canada uniform provided by the CDSA;
- vi) expected to be on time and respect the schedule of our stay, including competitions, practices, ceremonies and any CDSA function;

#### **Unacceptable conduct:**

- a) committing an act which, according to the federal, provincial, municipal or local laws, may be considered an offence. The volunteer will be sent home immediately at his/her expense. The volunteer will face the Disciplinary Committee of the CDSA;
- b) committing a serious act: a theft, an aggression, vandalism;
- c) an anti-sportive conduct;
- d) attending a competition under the influence of an illegal substance;

According to the circumstances, the punishment awarded for an unacceptable conduct described in a), b), c) and d) may vary from the proceedings explained above and result by a verbal or written warning addressed to the volunteer and/or supported with a partial or total restriction to participate with Team Canada.

A report will be written for each incident, major or minor, in order to inform the Disciplinary Committee of the Canadian Deaf Sports Association.



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**EACH VOLUNTEER IS RESPONSIBLE FOR THE APPLICATION OF THIS CODE OF CONDUCT**

Any violations of the items described above are treated by the discipline committee of the Canadian Deaf Sports Association, which has the right and the obligation to perform disciplinary actions.

In the case of a serious action and/or violation by the volunteer during the trip that could put his/her own security or the team's security in danger, this participant will be sent home at his own expense.

The volunteer's code of conduct begins at the flight's departure and ends when the volunteer is back home at his/her respective airport, or at any other date if there are changes in the established schedule.

**CONSENT TO THE CODE OF CONDUCT**

**DEADLINE: \_\_\_\_\_, \_\_\_\_\_**

I assure that I read and understood the terms of the code of conduct, and that I will respect the conduct for the duration of the Canadian team's stay (CDSA) at the \_\_\_\_\_ Deaflympics in \_\_\_\_\_.

\_\_\_\_\_  
Name of Volunteer:

\_\_\_\_\_  
Signature of the volunteer

\_\_\_\_\_  
Date

**Office use only  
Date Received:**

**Received by:**



## APPENDIX D

### Examples of minor infractions:

- a single incident of disrespectful, offensive, abusive, racist or sexist comments or behaviour directed towards others, including but not limited to peers, opponents, athletes, coaches, officials, administrators, staff, spectators and sponsors;
- unsportsmanlike like conduct such as angry outbursts or arguing;
- a single incident of being late for or absent from the CDSA events and activities at which attendance is expected or required;
- non-compliance with the rules and regulations under which the CDSA events are conducted, whether at the local, provincial, national or international level.
- use of tobacco products by minors
- use of tobacco products by adults in areas where smoking is prohibited
- disturbances in the Athletes Village during quiet time
- failing to follow the CDSA Clothing Policy
- other similar infractions of minor severity

### Examples of major infractions:

- repeated incidents of disrespectful, offensive, abusive, racist or sexist comments or behaviour directed towards others, including but not limited to peers, opponents, athletes, coaches, officials, administrators, staff, spectators and sponsors;
- repeated unsportsmanlike like conduct such as angry outbursts or arguing;
- repeated incidents of being late for or absent from the CDSA events and activities at which attendance is expected or required;
- activities or behaviour which interfere with a competition or with any athlete's preparation for a competition;
- pranks, jokes or other activities which endanger the safety of others;
- deliberate disregard for the rules and regulations under which CDSA events are conducted, whether at the local, provincial, national or international level;
- promotion or public support of any person, body, political cause or likeness without the prior written consent of the CDSA;
- use of the CDSA and its trademarks for commercial or non-commercial purposes without the prior written consent of the CDSA;
- abusive use of alcohol where abuse means a level of consumption which impairs the individual's ability to speak or walk causes the individual to behave in a disruptive manner; or interferes with the individual's ability to perform effectively and safely;
- any use of alcohol by minors;
- use of illicit drugs and narcotics;
- use of banned performance enhancing drugs or methods
- use of commercial advertising other than that approved by the CDSA
- betting or gambling
- criminal activities
- other similar infractions of major severity



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## APPENDIX E

### CANADIAN DEAF SPORTS ASSOCIATION - INCIDENT REPORT

Date and time of incident: \_\_\_\_\_

Name of writer: \_\_\_\_\_ Position: \_\_\_\_\_

Location of incident:  
\_\_\_\_\_

This incident is a: \_\_\_\_\_ minor infraction \_\_\_\_\_ major infraction

Individual(s) involved in the incident:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Objective description of the incident (please be concise, accurate and non-judgmental):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Names of individuals who observed the incident:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Disciplinary action that was taken (if applicable):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Signature of writer: \_\_\_\_\_

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



## Discrimination or Harassment Policy

Implementation Date: November, 2006

Amendment Dates:

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**Note:** For convenience, this Policy uses the term "Complainant" to refer to the person who experiences discrimination or harassment, even though not all persons who experience discrimination or harassment will make a formal complaint, but may also include a complaint from a representative of the Canadian Deaf Sports Association. The term "Respondent" refers to the person against whom a complaint is made.

In this Policy "Individual " refers to all categories of Members in the Canadian Deaf Sports Association as well as to all individuals engaged in activities with or employed by the Canadian Deaf Sports Association, including, but not limited to, athletes, coaches, officials, volunteers, directors, officers, team managers, medical personnel, administrators and employees (including contract personnel).

In this Policy "days" shall mean total days, irrespective of weekends or holidays.

### **Policy Statement**

1. THE CANADIAN DEAF SPORTS ASSOCIATION is committed to providing a sport and work environment that promotes equal opportunities and prohibits discriminatory practices.
2. Harassment is a form of discrimination. Harassment is prohibited by human rights legislation in Canada.
3. Harassment is offensive, degrading and threatening. In its most extreme forms, harassment can be an offence under Canada's Criminal Code.

### **Application**

4. This policy applies to all categories of members in the CDSA, as well as to all individuals engaged in activities with or employed by the CDSA, including, but not limited to, athletes, coaches, officials, volunteers, directors, officers, team managers, medical and personnel, administrators and employees (including contract personnel).
5. This policy applies to discrimination or harassment, which may occur during the course of the CDSA business, activities and events, including but not limited to: all competitions, exhibitions, meetings and travel associated with these activities. It also applies to discrimination or harassment between individuals associated with the CDSA but outside of the CDSA's business and events when such discrimination or harassment adversely affects relationships within the CDSA's work and sport environment.
6. Discrimination or harassment arising within the business, activities and events of individuals of the CDSA shall be dealt with using the policies and mechanisms of such organizations.



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**Definitions**

7. Discrimination can be defined as differential treatment of an individual or group of individuals which is based, in whole or in part, on one or more than one of the prohibited grounds of discrimination, and which thus has an adverse impact on the individual or group of individuals.
8. Prohibited grounds of discrimination under the CDSA policy include:
- o age
  - o ancestry
  - o citizenship
  - o colour
  - o creed
  - o ethnic origin
  - o disability
  - o marital/family status
  - o place of origin
  - o race
  - o religion
  - o receipt of public assistance
  - o political opinion
  - o record of offenses
  - o sex
  - o sexual orientation

The CDSA policy also applies to any other grounds of discrimination prohibited by applicable law.

9. *Harassment* can generally be defined as comment or conduct, directed toward an individual or group of individuals, which is insulting, intimidating, humiliating, malicious, degrading or offensive.
10. For the purposes of this policy, *sexual harassment* is defined as unwelcome sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature when:
- o submitting to or rejecting this conduct is used as the basis for making decisions which affect the individual; or such conduct has the purpose or effect of interfering with an individual's performance; or such conduct creates an intimidating, hostile or offensive environment.
11. Types of behaviour which constitute harassment include, but are not limited to:
- o written or verbal abuse or threats
  - o the display of visual material which is offensive or which one ought to know is offensive
  - o unwelcome remarks, jokes, comments, innuendo or taunting about a person's looks, body, disability, attire, age, race, religion, sex or sexual orientation
  - o leering or other suggestive or obscene gestures
  - o condescending, paternalistic or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions
  - o practical jokes which cause awkwardness or embarrassment, endanger a person's safety or negatively affect performance
  - o unwanted physical contact including touching, petting, pinching or kissing
  - o unwelcome sexual flirtations, advances, requests or invitations physical or sexual assault



12. The CDSA recognizes certain sections of the Criminal Code of Canada that relate to harassment, specifically those sections dealing with the following offences:
- o Criminal harassment - (also known as stalking) refers to a person causing someone to fear for his or her own or another's safety by repeatedly watching, following, communicating with or threatening him or her;
  - o Uttering Threats - refers to a person verbally threatening to kill someone, cause serious bodily harm, or damage or destroy someone's property;
  - o Assault - (including sexual assault) refers to a person applying force intentionally and without consent to another person, attempting to apply force, or causing the other person to believe that he or she will apply force;
  - o Sexual Interference - refers to a person touching, for a sexual purpose, directly or indirectly, with a part of their body or an object, a person under 14 years of age;
  - o Invitation to sexual touching - refers to a person inviting, counseling, or inciting a person under 14 years of age to touch, directly or indirectly, with a part of their body or with an object, the body of any other person, including the body of the person who has invited such touching;
  - o Sexual exploitation - refers to a person in a position of trust or authority committing either of the above two offences (sexual interference or invitation to sexual touching) against a person who is 14 years of age or older but under 18.
13. Matters coming within these sections shall be dealt with through this policy and will be referred to the Criminal Justice System.

### ***Confidentiality***

14. The CDSA recognizes that it can be extremely difficult to come forward with a complaint of discrimination or harassment and that it can be devastating to be wrongly accused of discrimination or harassment. The CDSA recognizes the interests of both the complainant and the respondent in keeping the matter confidential, except where such disclosure is required by law or is in the best interests of the CDSA. This shall not preclude publication of the final outcome of any matter.

### ***Complaint Procedure***

15. A person who experiences discrimination or harassment is encouraged to make it known to the Respondent that the behaviour is unwelcome, offensive and contrary to this policy.
16. If confronting the Respondent is not possible, or if after confronting the Respondent the discrimination or harassment continues, the Complainant should request a meeting with an official of the CDSA (for the purposes of this Policy, an "official" may be a member of the CDSA Board, Chef de Mission, or the chair of any CDSA committee).
17. Should the Complainant not be satisfied with the action taken by the Official, the Complainant may make a formal complaint of discrimination or harassment in writing to the CDSA President or Chef de Mission if at a Deaflympics Games.
18. Once contacted by a complainant the role of the official is to serve in a neutral, unbiased capacity in receiving the complaint and assisting in its informal resolution. If the official considers that he/she is unable to act in this capacity, the complainant shall be referred to another CDSA official.



19. There are three possible outcomes to this meeting of complainant and official:
  - o It may be determined that the conduct does not constitute discrimination or harassment as defined in this policy, in which case the matter will be closed;
  - o *The complainant may decide to pursue an informal resolution of the complaint*, in which case the official will assist the two parties to negotiate an acceptable resolution of the complaint; or
  - o *The complainant may decide to make a formal written complaint* to the CSDA in which case the official shall advise the CSDA President or Chef de Mission, who may appoint an independent individual to conduct an investigation of the complaint.
20. Ideally, the Investigator should be a person experienced in discrimination or harassment matters and investigation techniques, and may be an outside professional. He/she shall carry out the investigation in a timely manner and at the conclusion of the investigation shall submit a written report to the CSDA and the Chef de Mission.
21. Where there is an investigation, within 7 regular days of receiving the written report of the Investigator, the CSDA President or Chef de Mission shall determine whether or not there are grounds for a hearing and shall appoint either a single adjudicator to sit alone or three individuals to serve as a Panel.
22. Where there is no investigation, within 7 regular days of receipt of the formal complaint the CSDA President or Chef de Mission shall appoint either a single adjudicator to sit alone or three individuals to serve as a Panel.
23. Appointment of either a single adjudicator or a panel of three persons shall be made pursuant to the appointment procedures set out in CSDA's *Discipline Policy*.
24. Discrimination or harassment complaints occurring within competitions may be dealt with immediately, if necessary, by a CSDA representative in a position of authority, provided the individual being disciplined is told the nature of the infraction and has an opportunity to provide information concerning the incident. In such situations, sanctions shall be for the duration of the competition only. Further sanctions may be applied but only after review of the matter in accordance with the procedures set out in this Policy. This review does not replace the appeal provisions of this Policy
25. This Policy shall not prevent a person in authority from taking immediate, informal corrective disciplinary action in response to behaviour that, in their view, constitutes a minor incidence of discrimination or harassment.

### **Hearing**

26. A Hearing shall take place in accordance with the process set out in the CSDA *Discipline Policy*, and in addition:
  - o The Complainant and Respondent shall each receive a copy of the Investigator's report if such an investigation is carried out.
  - o If there is an in-person hearing, the Complainant shall be present at the hearing to respond to the Investigator's report, give evidence and to answer questions of the Panel.
  - o If there is an in-person hearing, the Investigator may attend the hearing at the request of the Panel.



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27. As soon as possible but in any event within 7 regular days of the hearing, the Panel shall present its decision to the President or Chef de Mission with a copy provided to both the Complainant and Respondent. This Decision shall contain:
- o a summary of the relevant facts;
  - o a determination as to whether the acts complained of constitute discrimination or harassment as defined in this Policy;
  - o recommended disciplinary action against the Respondent, if the acts constitute discrimination or harassment; and
  - o measures to remedy or mitigate the harm or loss suffered by the Complainant, if the acts constitute discrimination or harassment.
28. If the Panel determines that the allegations of discrimination or harassment are false, vexatious, retaliatory or frivolous, their report may direct disciplinary action against the Complainant.

***Reluctant Complainant***

29. If at any point during in the proceedings under this Policy, the Complainant becomes reluctant, or unable to continue, it shall be at the sole discretion of the President or Chef de Mission to continue the review of the complaint in accordance with this Policy. In such instances, the CDSA shall take the place of the Complainant.

***Sanction***

30. When directing appropriate disciplinary sanction, the Panel shall consider factors such as:
- o the nature and severity of the discrimination or harassment
  - o whether the discrimination or harassment involved any physical contact
  - o whether the discrimination or harassment was an isolated incident or part of an ongoing pattern
  - o the nature of the relationship between the Complainant and Respondent
  - o the age of the Complainant
  - o whether the Respondent had been involved in previous discrimination or harassment incidents
  - o whether the Respondent admitted responsibility and expressed a willingness to change
  - o whether the Respondent retaliated against the Complainant
31. In directing disciplinary sanctions, the Panel may consider the following options, singly or in combination, depending on the nature and severity of the discrimination or harassment:
- o verbal apology
  - o written apology
  - o letter of reprimand from the organization
  - o a fine or levy
  - o referral to counselling
  - o removal of certain privileges of membership or employment
  - o suspension from participation in the CDSA activities, including competitions
  - o temporary suspension with or without pay
  - o termination of employment or contract
  - o expulsion from membership
  - o publication of the decision
  - o other sanctions as may be considered appropriate



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32. Failure to comply with a sanction as determined by the Panel shall result in automatic suspension from the activities of the CDSA until such time as the sanction is fulfilled.
  33. The President or Head of Delegation may determine that the alleged conduct is of such seriousness as to warrant suspension from the activities of the CDSA pending the hearing and decision of the Discipline Panel.
  34. Notwithstanding the procedures set out in this Policy, any member of the CDSA who is convicted of a criminal offense involving sexual exploitation, invitation to sexual touching, sexual interference or sexual assault, shall face automatic suspension from participating in any activities of the CDSA for a period of time corresponding to the length of the criminal sentence imposed by the Court, and may face further disciplinary action by the CDSA in accordance with this Policy.

***Appeals Procedure***

35. Both the Complainant and Respondent shall have the right to appeal the decision and sanctions of the Panel, in accordance with the CDSA's *Appeals Policy*.



## Code of Conduct and Policy on Conflicts of Interest

Implementation Date: January 9, 2009

Amendment Dates:

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### **BOARD OF DIRECTORS' CODE OF CONDUCT AND POLICY ON CONFLICTS OF INTEREST**

*(Includes National office staff)*

(The "CDSA – Canadian Deaf Sports Association").

#### **SECTION 1**

##### **GENERAL**

##### 1.01 Application.

This Directors' Code of Conduct and Policy on Conflicts of Interest (the "Code") has been approved by the board of directors (the "Board") of the CDSA.

The Code is intended to govern the conduct of Directors and staff of the CDSA. It also sets out guidelines for avoiding and disclosing conflicts of interest.

##### 1.02 Definitions

Unless otherwise specified, the words and expressions used in this Code shall have the same meaning as in By-law No. 1 of the Corporation.  
Complement to By-laws, etc. The provisions of this Code are intended to complement and enhance in a consistent manner, the requirements that arise at law and in the By-laws of the Corporation.

##### 1.03 Interpretation.

This Code shall be, unless the context otherwise requires, construed and interpreted in accordance with the interpretation provisions of the CDSA's By-laws.

#### **SECTION 2**

##### **DUTIES AND RESPONSIBILITIES OF INDIVIDUAL DIRECTORS/STAFF**

##### 2.01 Responsibilities.

Each Director/staff is expected to become an active participant in a board/staff that functions effectively as a whole.



A Director/staff is responsible to:

- (a) Be informed of the constituting documents and legislation under which the CDSA exists, its By-laws, mission, values, codes of conduct, and policies as they pertain to the duties of a Board of Director/staff;
- (b) Keep generally informed about the activities of the CDSA and the local Deaf Sport community, in which they live
- (c) Attend Board meetings regularly, serve on committees of the Board and contribute from personal, professional and life experience to the work of the Board; (does not include staff)
- (d) Exercise, in the performance of their duties, the degree of care, diligence and skill required of a Board of Director/staff pursuant to the laws under which the Corporation is incorporated;
- (e) Be independent and impartial;
- (f) Not be influenced by self-interest, outside pressure, expectation of reward or fear of criticism;
- (g) Act with honesty and integrity and conduct herself in a manner consistent with the nature and the responsibilities and the maintenance of public confidence in the conduct of the Board's/staff business;
- (h) Offer her personal perspectives and opinions on issues that are the subject of Board/staff discussion and decision;
- (i) Voice, clearly and explicitly at the time a decision is being taken, any opposition to a decision being considered by the Board; (not applicable to staff)
- (j) Maintain solidarity with fellow Directors/staff in support of a decision that has been made in good faith in a legally constituted meeting, by Director/staff in reasonably full possession of the facts;
- (k) Ask the Directors to review a decision, if he/she has reasonable grounds to believe that the Board has acted without full information or in a manner inconsistent with its fiduciary obligations, and, if still not satisfied after such review, ask that the matter be placed before the membership; (not applicable to staff)
- (l) Work with the other staff of the CDSA and committees of the Board;
- (m) Know and respect the distinction in the roles of Board and staff consistent with the principles underlying these governance policies;
- (n) Exercise vigilance for and declare any apparent or real personal conflict of interest in accordance with the Corporation's By-laws and policies, and in particular with this Code;
- (o) Comply with all other codes and policies approved by the Board from time to time.



## 2.02 Conduct of Directors /Staff

A CDSA Board of Director/staff will at all times conduct herself in a manner that:

- (a) Supports the objectives of the CDSA;
- (b) Serves the overall best interests of the CDSA;
- (c) Subordinates her personal interests, and those of any particular constituency, to the best interests of the CDSA;
- (d) Brings credibility and goodwill to the CDSA;
- (e) Respects principles of fair play and due process;
- (f) Demonstrates respect for individuals and human rights;
- (g) Respects and gives fair consideration to diverse and opposing viewpoints;
- (h) Demonstrates due diligence and dedication in preparation for, and attendance at, meetings, special events and in all other activities on behalf of the CDSA;
- (i) Demonstrates good faith, prudent judgment, honesty, transparency and openness in his/her activities on behalf of the CDSA;
- (j) Ensures that the financial affairs of the CDSA are conducted in a responsible and transparent manner;
- (k) Avoids real or perceived conflicts of interest;
- (l) Conforms with the By-laws and policies approved by the Board, in particular this Code and the Oath of Office and Confidentiality Agreement.

## SECTION 3

### CONFLICT OF INTEREST GUIDELINES

#### 3.01 Integrity.

These Conflict of Interest Guidelines are intended to ensure the highest standards and maintenance of the integrity of the Board/staff. Directors/staff shall act at all times in the best interests of the CDSA rather than in the interests of particular PDSA or NDSO. This means putting the interests of the Corporation ahead of any personal interest or the interest of any other person or entity. It also means performing her duties and transacting the affairs of the CDSA in such a manner that promotes public confidence and trust in the integrity, objectivity and impartiality of the Board of Directors/staff.

#### 3.02 No Pecuniary Benefit.

- (a) No Director/staff shall directly or indirectly receive any profit from her position.
- (b) The pecuniary interests of immediate family members or close personal or business associates of a Director/staff are considered to also be the pecuniary interests of the Board of Director/staff.

#### 3.03 Definition of Conflict of Interest.

- (a) A conflict of interest refers to situations in which personal, occupational or financial considerations may affect, or appear to affect, a Board of Director's/staff objectivity, judgment or ability to act in the best interests of the CDSA.
- (b) A conflict of interest may be real, potential or perceived in nature.



(c) A real conflict of interest arises where a Director/staff has a private or personal interest, for example, a close family or friend connection or financial interest.

(d) A potential conflict of interest may arise when a Director/staff has a private or personal interest.

(e) Full disclosure, in itself, does not remove a conflict of interest

#### 3.04 Examples of Conflict of Interest on the Part of a Director/staff.

The following examples constitute Conflicts of Interest under this Code:

(a) Any circumstance that may result in a personal or financial benefit to a Board of Director /staff or his family, business associate or friend. This includes, but is not limited to, accepting any payment for services rendered to the Corporation other than payment for services of a Director/staff as permitted in this Code, including contracted work or honoraria; or accessing financial or other resources for personal use, i.e. transportation, training costs, supplies, equipment, etc.

(b) Personal interests which conflict with the interests of Members of the CDSA or are otherwise adverse to the interests of the CDSA.

(c) Seeking, accepting or receiving any personal benefit from a supplier, vendor or any individual or organization doing or seeking business with the Corporation.

(d) Being a member of the board or staff of another person which might have material interests that conflict with the interests of the CDSA or its Members; and, dealing with matters on one board which might materially affect the other board.

(e) Any involvement in the hiring, supervision, grievance, evaluation, promotion, remuneration or firing of a family member, business associate, or friend of the Director/staff.

#### 3.05 Principles for Dealing with Conflict of Interest.

(a) Both prior to serving on the Board of Directors/staff and during their term of office, Directors/staff must openly disclose a potential, real or perceived conflict of interest as soon as the issue arises and before the Board/Executive Director or its committees dealing with the matter at issue.

(b) If the Board of Director/staff is not certain whether she is in a conflict of interest position, the matter may be brought before the President, the Executive Committee, Executive Director or the Board for advice and guidance.

(c) If there is any question or doubt about the existence of a real or perceived conflict, the Board will determine by majority vote if a conflict exists. The Board of Director /staff potentially in conflict of interest shall be absent from the discussion and shall not vote on the issue.

(d) It is the responsibility of other Board of Directors /staff who are aware of a real, potential or perceived conflict of interest on the part of a fellow Board of Director/staff to



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raise the issue for clarification, first with the Board of Director /staff in question and, if still unresolved, with the Executive Director.

(e) The Director/staff must abstain from participation in any discussion on the matter, shall not attempt to personally influence the outcome, shall refrain from voting on the matter and, unless otherwise decided by the Board/staff, must leave the meeting room or the duration of any such discussion or vote.

(f) The disclosure and decision as to whether a conflict exists shall be duly recorded in the minutes of the meeting. The time the Board of Director/staff left and returned to the meeting shall also be recorded.

### 3.06 Gifts and Hospitality.

Board of Directors/staff shall not directly or indirectly offer or accept cash payments, gifts, gratuities, privileges or other personal rewards, which are intended to influence the activities or affairs of the CDSA. Board of Directors /staff may, however, give or receive modest gifts or hospitality as a matter of general and accepted business practice, provided the foregoing does not include cash or other negotiable instruments and provided further proper accounting of any such expenses is made.

### 3.07 Complaints and Disputes Involving Board of Directors/staff.

(a) The Executive Committee, in a meeting duly called for the purpose, shall review any complaints that a Board of Director/staff has violated any provision of the CDSA's Bylaws, or policies approved by the Board, in particular, this Code and its Oath of Office and Confidentiality Agreement.

(b) The Executive Committee shall similarly review disputes between Board of Directors /staff that interfere with the ability of the Board/staff to carry on its affairs.

(c) Complaints of a grave nature may be referred to an independent arbiter.

(d) Allegations of illegal activity shall be immediately referred to appropriate authorities for investigation. Any Board of Director/staff against whom such allegations are made shall take a leave of absence from the Board /employment, pending completion of the investigation.

(e) The review of such complaints or disputes shall include an opportunity for the Board of Director/staff concerned to present her position. Executive Committee members who originate or are the subject of such complaints or disputes must declare their conflict and rescue themselves from such meetings (but shall nonetheless be counted as part of the quorum).

(f) Every attempt should be made to resolve such matters expeditiously and fairly.

(g) The recommendations regarding resolution of such matters shall be brought to the Board for approval.

(h) The ruling of the Board shall be final. If the Board of Director/staff refuses to abide by the ruling, the Board may table the matter pending determination of disciplinary action. Such action may include formal or informal censure by the President, suspension, a request



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for the Board of Director's/staffs resignation or a resolution removing the person as a Director/staff person.

#### **SECTION 4**

#### **CONFIDENTIALITY**

##### 4.01 Confidential Information.

It is the responsibility of Board of Directors/staff to know what information is confidential and to obtain clarification when in doubt. Except as he/she may be compelled by applicable legal process, a Director/staff must, both while having and after ceasing to have that status, treat as confidential all information regarding the policies, internal operations, systems, business or affairs of the CDSA obtained by reason of her status as a Board of Director/staff and not generally available to the public. A Board of Director/staff shall not use information obtained as a result of her involvement on the Board/staff for their personal benefit.

Each Director shall avoid activities which may create appearances that she has benefited from confidential information received during the course of her duties as a CDSA Board of Director.

##### 4.02 Review of Code.

Each Board of Director, forthwith after being elected, shall meet with the CDSA's legal counsel or, in his absence, with the President and Executive Director, to review this Code and such other policies of the CDSA that apply to the Board of Directors.

##### 4.03 Oath of Office and Confidentiality Agreement.

Each Board of Director is required to sign and agree to comply with the *Oath of Office and Confidentiality Agreement*, in the form attached hereto as Schedule "A".

Each Staff is required to sign and agree to comply with the *Oath of Office and Confidentiality Agreement*, in the form attached hereto as Schedule "B".



**Schedule "A"**

**Oath of Office and Confidentiality Agreement**

I, \_\_\_\_\_, a Board of Director of the **CANADIAN DEAF SPORTS ASSOCIATION**, declare that I have read, understood and agree to comply with the CDSA's Code of Conduct, Policy on Conflicts of Interest and other applicable policies, and that in carrying out my duties as a Board of Director, I will:

1. Exercise the powers of my office and fulfill my responsibilities honestly, in good faith and in the best interests of the Association
2. Exercise these responsibilities, at all times, with due diligence, care and skill in a reasonable and prudent manner.
3. Respect and support the CDSA By-laws, policies, Code of Conduct, Policy on Conflicts of Interest and decisions of the Board of Directors and Membership.
4. Keep confidential all information unless the Board of Directors determines that such information is public. This shall include, but not be limited to, information about personnel, conflicts, any personal information, and matters dealt with during *in camera* meetings of the Board of Directors.
5. Conduct myself in a spirit of collegiality and respect for the collective decisions of the Board of Directors and subordinate my personal interests to the best interests of the Association.
6. Immediately declare any personal conflict of interest that may come to my attention.
7. Immediately resign my position as a Board of Director in the event that I, or my colleagues on the Board of Directors, have concluded that I have breached this *Oath of Office*.

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

Witness: \_\_\_\_\_ Date: \_\_\_\_\_



**Schedule "B"**

**Oath of Office and Confidentiality Agreement**

I, \_\_\_\_\_, a Staff person of the **CANADIAN DEAF SPORTS ASSOCIATION**, declare that I have read, understood and agree to comply with the CDSA's Code of Conduct, Policy on Conflicts of Interest and other applicable policies, and that in carrying out my duties as a staff person on the CDSA, I will:

1. Exercise the powers of my office and fulfill my responsibilities honestly, in good faith and in the best interests of the Association
2. Exercise these responsibilities, at all times, with due diligence, care and skill in a reasonable and prudent manner.
3. Respect and support the CDSA By-laws, policies, Code of Conduct, Policy on Conflicts of Interest and decisions of the Board of Directors and Membership.
4. Keep confidential all information unless the Board of Directors determines that such information is public. This shall include, but not be limited to, information about personnel, conflicts, any personal information, and matters dealt with during *in camera* meetings of the Board of Directors/staff meetings.
5. Conduct myself in a spirit of collegiality and respect for the collective decisions of the Board of Directors/staff and subordinate my personal interests to the best interests of the Association.
6. Immediately declare any personal conflict of interest to the Executive Director that may come to my attention.
7. Immediately resign my position as a staff person in the event that I, or my colleagues or the Board of Directors, have concluded that I have breached this *Oath of Office*.

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

Witness: \_\_\_\_\_ Date: \_\_\_\_\_



## Equity Policy

Implementation Date: November, 2006

Amendment Dates:

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### **Preamble**

1. The Canadian Deaf Sports Association ( CDSA ) is committed to the principles of equity, where equity is defined as the belief and practice of fair and just treatment of all persons regardless of race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted.
2. CDSA has as its mandate to promote the Deaf sport Movement to the fullest by providing professional management of Canada's Teams and by assuming a leadership role in the sport community both domestically and internationally. In fulfilling this mandate the CDSA incorporates the principles of equity in all its activities.

### **Purpose**

3. The purpose of this Policy is to achieve equity in the administration, policies, programs and activities of the CDSA.

### **Application**

4. CDSA's Equity Policy applies to all aspects of the CDSA including, but not limited to, the staffing, operations, services and programs of the CDSA.

### **Policy Statement**

In fulfilling its mandate CDSA represents both genders and persons with a disability on its board of directors and committees. Where necessary, special measures will be taken to recruit qualified candidates.

CDSA in fulfilling its mandate also actively seeks to integrate aboriginal and visible minority groups into the organization's decision-making processes and association activities.

### **Governance**

The CDSA assesses its current policies and procedures for their impact on equity and amend such policies and procedures where necessary to reflect the principles of equity adopted by the CDSA

### **Human Resource Management**

As part of its commitment to the use of equitable human resource management practices CDSA:

- o adopts, where possible, family-friendly work practices such as flex-time, job-sharing and home-based offices;
- o provides a physically accessible workplace environment;
- o ensures a non-smoking environment;
- o enforces it's harassment policy;
- o uses non-discriminatory interview techniques;
- o adopts a pay scale reflecting equal pay for work of equal value for its employees;
- o where appropriate, makes available access to employee assistance counselling.



***Communication***

CDSA uses non-discriminatory language in all official communications, correspondence and other written materials.

CDSA visually depicts both genders and persons with disabilities represented by the CDSA membership on all official communications, correspondence and other written and graphic materials, whenever possible.

***Programs***

CDSA provides opportunities to individuals within its activities and programs on the basis of their skills, knowledge and abilities. The CDSA ensures individuals are neither disadvantaged nor denied access on the basis of a prohibited ground pursuant to federal human rights legislation.

***Team Selection Criteria***

CDSA includes equity principles and practices as part of its Team Selection process. The CDSA establishes selection criteria and standards that are fair and just to all.

***Mission Staff, Medical Staff, and Support Staff***

CDSA ensures equitable representation of both genders in leadership positions on the Canadian Mission.

***Event Bids***

CDSA encourages Canadian event bid committees for any major event to adopt an equity policy as part of their proposal.

***Member Organizations***

In fulfilling its mandate CDSA encourages member NDSOs to develop and adopt equity policies that encourage equity in their administration, policies, programs and activities.

In fulfilling its mandate CDSA actively encourages its members to promote participation in deaf sport with respect to the cultural heritage, aboriginal and visible minority groups. CDSA also encourages its members to integrate these groups into the organization's decision-making processes and all association activities.



## Official Languages Policy

Implementation Date:

Amendment Dates:

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### **Preamble**

The Canadian Deaf Sports Association is committed to taking into account the spirit and intent of Part IV of the Official Languages Act when offering or providing services to both its external and internal constituents.

### **Applications**

This policy applies to the Canadian Deaf Sports Association and its activities.

### **Purpose and Principles**

The Canadian Deaf Sports Association recognizes English and French as its official languages and is committed to ensuring that any person who wishes to communicate with the Canadian Deaf Sports Association can do so in either official language.

### **Guidelines**

The purpose of these guidelines is twofold:

- To inform the decision-makers that the Canadian Deaf Sports Association is an organization that respects both the English language and the French language.
- To guide the decision-making process regarding the use of language.

### **Advertising**

Any advertising initiated by the Canadian Deaf Sports Association (print, radio, video, television, electronic/internet) is to be produced in the language appropriate for the type of media and, where possible, available for distribution in English and French upon request.

### **Contracts and Documents**

Contracts are to be prepared in the preferred language of the contracted person. Examples of such contracts are Staff Contracts, Athlete Agreements, Sponsor Agreements, Team Selection Agreements, etc.

Documents issued to the general public are to be in English and French.

External Activities, Projects & Programs

The following documents when published will be available, simultaneously, in both official languages:

- All Media Releases
- CDSA newsletter
- Canadian Team Policies Summary
- Deaflympics Games Media Guide
- CDSA program information to the public
- Forms related to Games (to athletes, staff, coaches...)
- Promotional material (flyers, posters, CDSA display...)
- CDSA website
- Internal Activities, Projects & Programs



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While the majority of the internal functioning of the CDSA will, for purposes of practicality and economy, be in English, any member requesting materials, information or explanations in French, will receive such either in written or oral format.

When recruiting and selecting staff and volunteers, while bilingualism will always be a serious consideration, where such candidates are not available, the CDSA will strategically ensure bilingual teams such that it can respond effectively to the needs of its members.

***Events/Functions***

All events and/or functions sponsored by the Canadian Deaf Sports Association are to be presented in English and in French. Exceptional circumstances that would warrant presentation in English only or French only would relate to events and/or functions directed at a unilingual audience.

***Games***

In respect to Deaflympics and Pan American Games, athletes, coaches, officials and other Canadian team members are to receive service in the language of their choice. As a result, the Canadian Deaf Sports Association will ensure that the team mission composition will have English and French representation and that the Chef de Mission or Assistant Chef de Mission is able to communicate in both English and French. All materials, events, functions and other communications at Games will be bound by the guidelines contained herein.

***Bid Cities and Games Organizing Committees***

All Bid Cities and Games Organizing Committees must produce any official document to be endorsed by the Canadian Deaf Sports Association Board of Directors in English and French.



## ADMINISTRATION POLICIES

### Financial Conditions Policy

Implementation Date:

Amendment Dates:

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#### ***Signing Authority***

1. Any two (2) of the Treasurer, Executive Director and Finance Coordinator shall be authorized to sign cheques on behalf of the CDSA.

#### ***Staffing***

2. CDSA staffing costs (salaries, benefits, employer remittances) shall be capped at 25% of annual revenues. Should the total staffing expenses be above this 25%, Board approval must be sought.
3. The Executive Director has the authority to make staff changes within the cap.



## Investment Policy

Implementation Date:

Amendment Dates:

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### *Preamble*

**WHEREAS** the Canadian Deaf Sports Association (“CDSA”) during a quadrennial as it prepares for the next Deaflympics Games from time-to-time has funds on account in excess of immediate cash flow requirements (“interim surplus funds”);

**AND WHEREAS** the CDSA wishes to invest interim surplus funds to earn income to be used exclusively toward the expenses of the Games Mission including arrangements for the travel, accommodation and participation of the Canadian Deaflympics Team at upcoming Deaflympics Games;

the CDSA wishes by establishing this policy to set out a structure and guidelines for investment of interim surplus funds from time-to-time.

### *Process*

1. The investment of interim surplus funds shall be made, monitored and administered by a committee (the “Committee”), which shall be comprised of the Treasurer (the Chairperson), the Executive Director (“ED”) and the Finance Coordinator. Advice should be obtained a person from the community at large who shall have knowledge and/or background in financial/investing affairs.
2. The Committee may meet in person, by teleconference, by fax, by email or any combination thereof. A quorum shall be three (3) and a decision reached by a majority vote of those participating in the meeting.
3. The investment policy or approach shall be to make investments of interim surplus funds in Guaranteed Investment Certificates (“GICs”), federal and provincial bonds, in money market investments offered by the Canadian banks including, for example, T-bill funds, GIC funds, multi-year fixed GICs and in bonds of blue chip Canadian corporations.
4. The Committee shall meet as required (at the call of the Treasurer) to consider making and/or liquidating investments and to review current investments.
5. Upon authority from the Committee, the ED shall invest, liquidate, transfer funds from CDSA account(s) to investment or from investment to CDSA account(s) and other transactions as the Committee may direct.
6. The Treasurer shall report to the Board at each meeting of the Board the particulars of investments or the liquidation of investments.
7. No member of the Committee shall receive any remuneration other than reimbursement for any expenses incurred in participation on the Committee.



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## Personal Information Management Policy

Implementation Date:

Amendment Dates:

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### **Introduction**

1. The Canadian Deaf Sports Association (CDSA) recognizes that an individual's right to privacy is an important issue. CDSA understands an individual's interest in protecting personal information. As a result, the CDSA is committed to managing personal information effectively.

### **Application**

2. This policy protects all individual personal information collected, used or disclosed by the CDSA. An individual is a person who uses, participates in or applies to use CDSA programs, products or services.
3. Personal information may include but is not limited to:

Address, age, date of birth, gender, Telephone number, facsimile number, email address, website address, passport details; Next of kin; Disability details, medical history, classification details, medications;
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Frequent flyer information and special  
needs when traveling;  
Payment banking information; and  
Historical CDSA Policy decisions (e.g.  
Appeals, Discipline, Doping, etc.)

4. This personal information may be collected when a person:
  - o subscribes to or is involved with CDSA programs, products, e-communications products or services.
  - o makes inquiries by telephone, signs a contract, registers or provides information by email or through the Internet or registers online; and/or
  - o visits the CDSA website.
5. This policy excludes personal information that is aggregated in such a manner that it cannot be connected to a person and/or information, which is publicly listed in a written or online directory or typically made available through directory assistance as permitted by law.

### **Accountability**

6. CDSA is responsible for personal information under its control. In response, it has designated its Executive Director as accountable for the association's compliance with the provisions of this policy. Other individuals within CDSA may be delegated to act on behalf of the Executive Director.



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***Identifying Purposes for Collection of Personal Information***

7. CDSA shall identify the purposes for which personal information is collected at or before the time the information is collected. CDSA collects personal information only for the following purposes:
  - o To establish and maintain responsible relations with individuals and to provide ongoing service;
  - o To understand individual needs;
  - o For the development, enhancement, and delivery of CDSA programs, products and services;
  - o To manage and develop CDSA's business and operations, including personnel and employment matters; and
  - o To meet legal and regulatory requirements.
8. Unless required by law, CDSA shall not use or disclose for any new purpose, personal information that has been collected without first identifying and documenting the new purpose and obtaining the consent of the individual.

***Obtaining Consent for Collection, Use or Disclosure of Personal Information***

9. The knowledge and consent of an individual is required for the collection, use, or disclosure of personal information, except under circumstances in which the CDSA is obligated to comply with legal requirements. The individual's consent for the collection, use or disclosure of personal information shall be valid for the duration of the individual's active record or until the individual rescinds their consent.

***Accuracy of Personal Information***

10. Personal information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used. CDSA shall update personal information about individuals as and when necessary to fulfill the identified purposes or upon notification by the individual.

***Security Safeguards***

11. CDSA shall protect personal information by security safeguards appropriate to the sensitivity of the information. CDSA shall:
12. Endeavour to protect personal information against such risks as loss or theft, unauthorized access, disclosure, copying, use, modification or destruction, through appropriate storage security measures. CDSA shall protect the information regardless of the format in which it is held.
13. Protect personal information it discloses to third parties by contractual agreements stipulating the confidentiality of the information and the purposes for which it is to be used.
14. As a condition of employment or engagement in activities with the CDSA, require all persons with access to personal information to contractually respect the confidentiality of personal information as outlined in this policy.



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### ***Individual Access to their Personal Information***

15. CDSA shall inform an individual of the existence, use, and disclosure of his or her personal information upon request and shall give the individual access to that information. An individual shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.
16. In certain situations, CDSA may not be able to provide access to all of the personal information it holds about an individual. Exceptions may include information that is prohibitively costly to provide, information that contains references to other individuals, information that cannot be disclosed for legal, security or commercial proprietary reasons, information that is subject to solicitor-client or litigation privilege, or, in certain circumstances, information of a medical nature. CDSA shall provide the reasons for denying access upon request.

### ***Purging of Personal Information***

17. CDSA shall keep personal information only as long as it remains necessary or relevant for the identified purposes or as required by law. Personal information that is no longer necessary or relevant for the identified purposes or required to be retained by law shall be destroyed, erased or made anonymous.
18. Personal information records, which are inactive for a period of four (4) consecutive years, but may still be necessary, shall be electronically duplicated. After electronic duplication the paper originals and copies will be shredded.

### ***Challenging Compliance***

19. An individual shall be able to challenge CDSA's compliance with this policy to the Executive Director
20. The Executive Director may seek external advice where appropriate before providing a final response to individual complaints.
21. A complaint may only be investigated if there is sufficient evidence to prove that procedures, as laid out in this policy, were not followed. If a complaint is justified, CDSA shall take appropriate measures to resolve the complaint including, if necessary, amending its policies and procedures.

### ***Complaints Procedure***

22. A complaint against this policy or elements thereof should proceed as set out below.

**Step 1:** Submit a formal written complaint to the CDSA including the following information:  
Full Name  
Mailing Address  
Details of complaints  
Date of occurrence  
Names of those involved



***Desired resolution***

- Step 2:** The CDSA within five (5) business days of will acknowledge receipt of the submission
- Step 3:** The complaint will be screened to ensure there is sufficient information in the submission to proceed.
- Step 4:** CDSA will contact the individual(s) involved within ten (10) business days from the date of receipt of the complaint to inform you of whether or not the complaint has sufficient information to proceed. If there is sufficient information to proceed, the CDSA will conduct an investigation into your complaint. During this process, you may receive additional communications from the CDSA. If your complaint has insufficient information to proceed, the CDSA will take no further action on the complaint. If you do not agree with this decision, it may be appealed in accordance with the CDSA's *Appeals Policy*.
- Step 5:** Within fifteen (15) business days from the date you were first contacted by the CDSA the Executive Director will contact you with a resolution to your concern. If you agree with the resolution, then you and the Executive Director will work together to close the matter. If you do not agree with the resolution, then you will have the right to appeal the decisions in accordance with the CDSA's *Appeals Policy*.



## Staff and Volunteer Screening Policy

Implementation Date:

Amendment Dates:

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### ***Position Statement***

1. The CDSA, in partnership with its Member Organizations, has a responsibility to help ensure the safety and protection of all individuals engaged in activities with or employed by the CDSA. Staff and Volunteer screening is a valuable tool to minimize the risk and protect both CDSA Programs and the organization itself.

### ***Application***

2. All CDSA events and services are designed with due consideration for the protection and safety of the individual. Hence, the CDSA requires that all its staff and volunteers be screened as a condition of their official appointment and/or selection.

### ***Policy***

3. All CDSA staff and volunteers must complete a minimum screening process within 60 days of their selection or appointment to any position. These individuals will not have to be re-screened unless there is a lapse of more than one year between past and current service with the CDSA or at the request of the Executive Director. CDSA at all times maintains the right of refusal of an applicant.

### ***Confidentiality***

4. All personal information will be handled in accordance with the CDSA's Personal Information Management Policy.

### ***Minimum Screening Process***

#### **CDSA Staff, Directors, Officers and Officials**

5. For the selection of directors, officers and hiring of staff, the following screening process will be implemented:
  - o Submission of an RCMP criminal record check, or local police authority criminal record check for volunteers abroad; and
  - o A minimum of two employment or volunteer reference checks for each candidate.

#### **Canadian Deaflympics Team Mission Staff**

6. For the appointment of coaches, team managers, mission staff and support staff to positions on the Canadian Deaflympics team, the Leadership Core (Chef de Mission, Assistant Chef de Mission, and Games Manager) of the Canadian Deaflympics Team will manage the screening process for the Mission staff, with the assistance of an experienced screening authority if required. Screening will include:
  - o submission of a RCMP Criminal Record Check, or local police authority criminal record check for volunteers abroad;
  - o and a minimum of two employment or volunteer reference checks for each candidate.



### **Sport Team Staff**

7. For all Individual Sport Team Staff, (coach, manager, support staff), each National Sport Organization shall be responsible to ensure that its coach(s), team manager(s) and support staff are appropriately screened in accordance with this policy. The National Sport Organization will be required to provide proof that it meets the following minimum screening criteria should they already have a Volunteer Screening Process:
  - o Submission of an RCMP criminal record check, or local police authority criminal record check for volunteers abroad; and
  - o A minimum of two employment or volunteer reference checks for each candidate.
8. Exceptional circumstances will be reviewed and considered on a case-by-case basis by an ad-hoc Volunteer Screening Committee.

### **Special Events Volunteers**

9. For the selection of special events volunteers, the following screening process will be implemented:
  - o A completed Volunteer Application Form;
  - o A minimum of two employment or volunteer reference checks for each candidate; and
  - o A successful interview with the CDSA.

*Note: A criminal record check may be conducted at the request of the Director General.*

### **Appeals Procedure**

10. Except where otherwise provided, an appeal of any Staff & Volunteer Screening related matter will be conducted according to CDSA's *Appeals Policy*.



## Staff Policy and Procedures

Implementation Date: Draft November 10, 2006

Approval Date: May 2007

Amendment Dates:

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### **Purpose**

1. The purpose of this policy is to recognize and promote the utmost cooperation between the Canadian Deaf Sports Association and its employees, in all matters relating to the employees.

### **Scope**

2. This policy shall apply to all individuals hired as employees of the Canadian Deaf Sport Association. This does not include individuals paid on a fee for service basis. (i.e. contractors).

### **Probation**

3. All employees shall serve a probationary period of six months beginning the date of signing of their contract. During this period, employees can be terminated with 5 working days notice.

### **Management Rights**

4. All employees recognize that it is the responsibility and the right of the Canadian Deaf Sport Association, here after called the employer, to:

Administer the affairs of the CDSA efficiently and effectively and in the interests of the membership

Maintain order, discipline and efficiency

Create positions as necessary

Hire, transfer and promote employees, as the employer deems appropriate

Demote, suspend, discharge or otherwise discipline employees subject to the Labour Laws of the Province of Quebec

### **No Discrimination**

5. The CDSA and its employees agree that every employee has a right to freedom from harassment in the workplace and to equal treatment with respect to their employment without discrimination because of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, disability, and political or religious affiliation as provided for by the Quebec Human Rights Code.

### **Hours of Work**

6. The hours of operation of the Canadian Deaf Sports Association office are 8:00 A.M. - 4:30 P.M (EST), Monday through Friday. The employee shall work 7.5 hours per day or 37.5 hours per week. As per negotiations with the Executive Director, hours may be flexible.

7. The employee may adjust their hours outside of the regular hours of operation if it should be necessary. This adjustment shall be negotiated with the Executive Director in advance. It is recognized that employees may have to work late from time to time, and that is considered a recognized component of a salaried professional employee.



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Lunch/Breaks - All CDSA employees are entitled to 1 hour for lunch and two 15 minute breaks a day (one in the morning and one in the afternoon)

### **Time Off in Lieu of Overtime Payments**

8. Resulting from the fact that CDSA employees work with volunteers who may only be available evenings and on weekends, it is often necessary for the employees to work at these times. Given the circumstances, it is also recognized that staff should have the opportunity to maintain as normal a life style as possible. **All Overtime MUST be pre-approved by Executive Director or it will not be recognized.**

9. Time off in lieu of overtime payment shall be granted for attendance at evening and weekend events on an equal time basis.

10. It is recommended that time off be taken during the week immediately following the event at which the overtime was worked, if workload permits, in order to avoid excessive accumulation of overtime. The scheduling of time off in lieu of overtime will be negotiated between the Executive Director and the employee.

11. An example of time off calculation follows: if an employee attends a two-day weekend meeting, he/she will be eligible to take two days off. (Saturday 7.5 hours + Sunday 7.5 hours = 15.0 hours of overtime or 2 working days off).

12. No more than 5 days accumulated overtime may be carried over from one fiscal year to the next.

13. Upon separation, remuneration for unused accumulated overtime shall be paid, up to a maximum of 10 working days. Remuneration shall be at the rate that was in effect at the time the overtime was accumulated.

## **Leave Entitlements**

### **Vacation Leave**

14. All staff members who have completed their probationary period shall earn and be granted annual vacation leave with pay as follows:

15 days per year, which is earned at the rate of one and one and one-quarter days for each calendar month in which the employee has received at least 15 days pay and the employee has completed less than 4 years of employment

18 days per year, which is earned at the rate of one and one and one-half days for each calendar month in which the employee has received at least 15 days pay and the employee has completed 4 years but less than 6 years of continuous employment

20 days per year, which is earned at the rate of one and one and two-thirds days for each calendar month in which the employee has received at least 15 days pay and the employee has completed 6 years

15. Vacation may be requested at any time during the fiscal year, bearing in mind the particular work demands of the season. All vacation requests will be submitted and pre-approved by the Executive Director. Vacation slips must be signed off prior to taking the vacation time off.

16. The employer encourages staff to take vacation leave in one week increments and use the entire portion of their vacation leave entitlements before the end of the fiscal year. However annual leave may be taken in one-day increments, if the employee so desires.

17. No more than five vacation days per year can be carried over into the next fiscal year, in order to encourage employees to take their vacation. The Executive Director will however, consider special circumstances and the request to carry over more vacation leave into the next year.



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This request must be made in writing 60 days before the end of the fiscal year in which the leave was accumulated. The maximum amount of carry over ever considered in these circumstances will be one half of the employee's entitlement for that year.

18. After one year of continuous employment, an employee may draw up to 5 days of the total vacation leave credits he/she will earn in that year.

### **Statutory Holidays**

19. CDSA recognizes eleven days in each calendar year as paid statutory holidays. (on the day or following Monday, as announced by the Executive Director)

They are:

- News Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- St. Jean Baptist Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

20. If a holiday falls on a non-working day, the employee shall be given another normal working day off with pay. If a legal holiday falls within employees requested vacation leave period, that day shall not be deducted from the employee's vacation leave entitlements.

### **Leave of Absence with pay**

21. Leave of absence with pay, not exceeding 3 days in any one case, will be granted to an employee for serious accident in the immediate family, or other emergency situations as approved by the Director General as set out by the Board of Directors.

### **Bereavement Leave**

22. Leave with pay, not exceeding 5 days in any one case will be granted to an employee for death on an immediate family member.

23. For the purpose of this leave entitlement, immediate family member is defined as: the employee's father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, grandchild, grandparent and legal guardian until the employee's age of majority.

24. "Spouse" shall mean the legally married spouse of the employee or a person of either sex who has living in co-habitation with the employee in a common law relationship for more than one year.

25. "Child" shall mean the issue of the employee and/or his or her spouse, or one formally adopted by the employee or spouse, or a legal ward, or the child of the common-law spouse as described above.

### **Jury Duty**

26. Time off without loss of pay up to a maximum of 2 weeks shall be granted to an employee who is called for jury duty.



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### **Maternity Leave**

27. After thirteen weeks of employment an employee may take a leave of absence without pay if she wishes to return to the staff. This leave shall normally start within six weeks prior to the expected date of birth and continue for a fifty (50) week period. If she returns within the fifty (50) weeks the employee shall be able to return to the same or equivalent position.

### **Paternal Leave**

28. After thirteen weeks of employment an employee may take up to eighteen weeks of parental leave, without pay if s/he wishes to return to the staff. This leave must commence no later than thirty-five weeks after the child comes home, and must be completed within fifty-three weeks after the child comes home. If s/he returns within this period, the employee shall be able to return to the same or an equivalent position.

### **Enrichment Leave**

29. After four years of employment, employees shall be eligible to apply for an unpaid leave of absence. This leave may be used for educational or other enriching purposes. The Board shall review the individual circumstances associated with each request, and determine whether to grant the leave, and under what conditions. The maximum term of the leave shall be twelve months.

### **Sick Leave**

30. An employee shall be granted up to 10 sick leave days per year with pay. (After probationary period is complete)

31. If the employee is absent for a continuous period of more than three working days a medical certificate is required by the CDSA. After the tenth working day of sick leave an employee may apply for salary entitlements from the Employment Insurance plan of Canada.

32. During any of the above leaves the staff person retains any sick leave and vacation credit accumulated prior to the leave.

33. Employees shall record extra time/days worked and all leave days on their leave report and submit this to the Director General on a monthly basis.

34. The CDSA will grant each employee a paid mental health day 2 times a year to allow the employee to recharge or re-group after a condensed, busy period of time (i.e. post-games, post-audit etc)

## **Compensation**

### **Annual work plans**

35. A work plan that reflects the employee's job description, area of program activities for the year, and are related to the CDSA's priorities and objectives, shall be developed by the employee and approved by the employee's supervisor each year. This will serve as the benchmark for the employee's annual review.

### **Performance Review**

36. A performance review for each staff person shall take place once a year (one the anniversary date of their hire). The review will be based on the accomplishments of the employee's work plan, feedback from the employee's peers and from the Board of Directors who interface with the employee.

### **Salaries**

37. Upon completion of a satisfactory performance review, an employee's salary shall be reviewed and negotiated for the next fiscal year. Salary increments will be based on the CDSA Salary Grid which incorporates a Cost of living adjustment – COLA - (based on the Government of



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Canada's annualized core cost of living index, set as of the January prior to the review), and an six (6) step pay range for their position as set out by the CDSA. This range will be set for each job within the CDSA, based on the responsibilities set out in the job descriptions.

### **Salary Bonuses**

38. When the employee has performed above their job description and it has been reflected in an exceptional annual performance review, a discretionary percentage bonus may be awarded. The Executive Director will make this decision and advise the Board of Directors. For the Executive Director position, the Executive Committee will make the decision and advise the Board of Directors.

39. Staff may have the opportunity to negotiate alternate compensation benefits in lieu of salary increases if they so choose. The value of the alternate benefits shall equal the dollar value of the normal increase they are eligible for. For instance, a staff member may choose to negotiate some extra holiday time rather than the salary increase.

## **Benefits**

### **Health & Insurance**

40. The CDSA shall contribute, on the employee's behalf, 50% of the single person rate to an approved plan that includes medical coverage, dental insurance, life insurance and short and long term disability insurance.

### **Professional Development**

41. Professional development is encouraged. Based upon the performance appraisals of the employee, the Executive Director shall identify training opportunities of mutual benefit to CDSA and the employees.

### **Fitness**

42. CDSA recognizes that employee fitness contributes to productivity and is an important element of human resource management. As such CDSA will contribute 50% of the share of employee membership in a fitness club, or equivalent, up to an annual maximum contribution of \$250 annually.

## **Expense Allowances**

### **For Out of Town Assignments**

43. Staff travel expenses are paid by the CDSA.

44. Transportation will be by which ever means is necessary. This may include: economy or seat sale plane fare, train or bus fare, airport transportation, taxi or rental car.

45. Accommodation will be paid in full by the CDSA.

46. Meal allowances will be in accordance with the scale set out by the CDSA at the time of travel and in accordance with its expense reimbursement policy.

### **Local Weekend Work**

47. When a staff person attends a local event, they shall be reimbursed for the meals that fall within the agenda or schedule of the meeting event. Reimbursement shall be in accordance with CDSA expense reimbursement policy. Parking expenses while attending meetings shall be covered by CDSA.



### **Automobile Allowance**

48. Mileage while on CDSA business shall be paid at the prevailing Treasury Board rate. CDSA business includes such things as traveling to the bank, to the bookkeeper, to Sport Canada, etc. A log must be kept with kilometers traveled.

### **Hospitality**

49. Providing it falls within the approved budget, hospitality expenses may be reimbursed in instances where a staff member is entertaining a dignitary, courting a potential sponsor, or deems it to be necessary and in the best interest of the CDSA, as approved by the Executive Director.

### **Resignation and Termination**

50. An employee of the CDSA shall give a minimum of four weeks notice of the intention to discontinue employment with the employer. This four-week period shall not include vacation time owing or time owing for accumulated overtime.

51. If an employee is let go without cause, a working notice period will be given (in lieu of severance), as determined by length of service and other factors which may be deemed appropriate.

52. Upon separation, remuneration for earned vacation leave and accumulated overtime will be paid according to the time worked. Unearned vacation taken by an employee in the calendar year of separation shall be recovered from the person's salary at the rate in effect when the leave was taken.



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## Travel and Related Expenses

Implementation Date: Draft April 25, 2007

Amendment Dates:

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### **GENERAL**

- This policy outlines the conditions under which CDSA members and staff may be reimbursed for travel and related expenses incurred by them when engaged in CDSA business.
- Except where otherwise directed, the principles included in this policy apply to all members and staff and for all cases where travel expenses have been duly authorized.

### **PRINCIPLES**

- That payment of expenses is to reimburse employees for actual expenses incurred on CDSA business, within specified terms and conditions, and up to specified maximum amounts. There may be an allowance provided in lieu of actual expenditures.
- That travel will be arranged in such a way as to keep expenses to a minimum.

## Transportation

### **General**

- Transportation shall be so arranged that the minimum expense, where possible, is incurred and will generally be by the shortest direct route.
- Advantage shall be taken of return tickets, reduced fares, special rates or limited tickets where schedules permit. Members shall be reimbursed for any cancellation charge in the event that the trip is cancelled due to circumstances beyond the members' control.

### **Air Travel**

- All air travel on scheduled flights will normally be Economy Class. This requirement should only be varied when the extra cost is justified by program-related reasons, such as:
  - no less expensive accommodation is available and a delay in arrival is not acceptable.

### **Automobile Allowance**

- Mileage while on CDSA business shall be paid at \$0.35 per kilometer. A log must be kept with kilometers traveled.

### **U-Drive and Leased Vehicles**

- The CDSA may authorize the use of U-Drive or leased vehicles where that use is more economical than alternate forms of transportation.

### **Parking**

- When in travel status an member or employee may claim parking expenses as follows:
  1. short term parking
  2. overnight parking when not provided with accommodation
  3. parking at an airport or other terminal when the cost is more economical than bus or taxi charges to the terminal

### **Per diems**

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	Within Canada	Outside of Canada
Breakfast	\$10.00 CDN	\$10 US
Lunch	\$15.00 CDN	\$15 US
Dinner	\$25.00 CDN	\$25 US

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### **Accommodation**

- An employee shall be reimbursed for necessary accommodation expenses incurred when traveling on CDSA business. Only rooms and taxes will be reimbursed.
- Employees traveling on government business are entitled to standard hotel room accommodation.

### **Miscellaneous Expenses During Travel**

#### Allowable expenses are as follows:

- Baggage  
Where a member or employee is traveling by air is required to take bulky items or additional baggage containing official documents etc. any excess baggage charges supported by receipts may be claimed.
- Dry Cleaning  
Dry cleaning may only be claimed where essential due to extraordinary circumstances and performed during the period that the employee is in travel status. Claims must be supported by receipts. No claim for dry cleaning may be made where special reimbursements are provided, such as a weekly or monthly allowance for living costs.
- Foreign Currencies  
Necessary expenses incurred in converting Canadian dollars to foreign currencies or the reverse may be claimed.
- Laundry  
Laundry charges may be claimed if:
  1. the person is in travel status in excess of four nights;
  2. the laundry service is performed while the member or employee is in travel status, and the claim is accompanied by receipts for the laundry service performed.
- Medical and Related Expenses  
It is encouraged if traveling out of Canada on CDSA to purchase personal medical coverage.
- Related Expenses  
When a member is required to proceed outside Canada on CDSA business and a visa, or inoculations, vaccinations, etc. are required the costs may be claimed. Where the journey is combined business and pleasure, the employee is responsible for these costs.
- Receipts
  1. Originals of receipts, not photocopies, are required for reimbursement.
  2. The absence of a receipt will delay payment and may cause rejection of the account. There is no justification for waiver or dispensing with a receipt. Where a receipt is lost or damaged, other evidence of payment to support the claim must be submitted.



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## Transportation Policy

Implementation Date:

Amendment Dates:

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Notes: **In this policy the following definitions will be used:**

- 'Individuals' refers to all persons engaged in CDSA activities, including but not limited to athletes, coaches, officials, volunteers, directors, officers, team managers, medical and paramedical personnel, administrators and employees (including contract personnel).
- "Days" shall mean total days, irrespective of weekends or holidays.
- "CDSA Group" shall mean two (2) or more individuals
- "CDSA Single" shall mean one (1) individual
- "Transportation" shall mean any mode of travel by ground, air or water.

### ***Policy***

1. All Deaflympics Games, and CDSA group, transportation must be coordinated through the CDSA's Official Travel Agency and subject to pre-approval from CDSA.
2. All CDSA related travel where an individual is traveling alone, the travel will be coordinated by the individual, subject to pre-approval, from CDSA.

### ***Air Travel***

3. The CDSA is responsible for return transportation from the individual's departure destination to the final destination, not inclusive of alternate travel or pre-event travel, at the lowest possible fare, not to exceed medium Canadian fare.
4. For Deaflympics Games only, National Sport Organizations (NSO) are responsible for making reservations directly with the CDSA official travel agency as soon as possible and no later than 90 days prior to the first day of the Games, subject to group booking conditions and pre-approval from the CDSA. Any reservations and changes after this date are subject to space availability and any increase in fare as a result of changes or late reservations will be the responsibility of the NSO.

### ***Alternate Travel***

5. If an individual elects to book additional segment travel enroute to or from the final destination or arrive before the commencement of their official duties or stay in the final destination and travel to another location after the completion of their CDSA duties, all costs, over and above the lowest possible fares are the responsibility of the individual, and must be paid in advance of departure. Alternate travel segments should be booked no later than 110 days prior to departure. Space cannot be guaranteed for travel booked after this date.

### ***Upgrades***

6. In fairness to all individuals, upgrades will not be permitted. All individuals will travel economy class.

### ***Standby***

7. Any individuals who elect to travel standby without first confirming his or her reservation through the CDSA's Official Travel Agency will be responsible for their own expenses, should they not be boarded at any point on their itinerary.



### ***Ticketing***

8. Names of individuals and their individual routing needs must be submitted to CDSA's Official Travel Agency no later than 30 days prior to departure.

### ***Insurance***

9. CDSA will arrange for travel and accident insurance as well as third party liability insurance coverage in accordance with the Board-approved budget and policies of the CDSA. Individuals are encouraged to consider purchasing additional insurance coverage to cover loss/damage of personal effects.

### ***Payment***

10. Any expenses incurred over and above the agreed rates shall be the responsibility of the individual. For payment of costs over and above the CDSA funded or pre-approved travel expenses, CDSA or its Official Travel Agency requires payment by credit card. Charges will be processed on the date the air ticket is issued, or the ground and/or water reservation is confirmed. Tickets and/or reservations will not be issued until payment has been received.

### ***Travel Documentation***

11. Individuals are responsible for arranging a valid passport and all required travel documentation. Expenditures resulting from obtaining or re-issuing such documents are the sole responsibility of the individuals.

### ***Baggage***

12. The Individual's total baggage must not exceed the maximum pieces of normal personal baggage and must conform to the weight and size limitations defined by the carrier regulations.
13. The CDSA requires all individuals traveling to the Deaflympics Games to submit to CDSA's Official Travel Agency the weight and size dimensions (length, width & height) of all baggage.
14. All excess baggage costs will be the responsibility of the individual. Excluded from "baggage" would be any type of sports equipment, as outlined in section 13, which will be subject to established excess baggage charges. Baggage waivers are not permitted.
15. CDSA will not be responsible for excess baggage payments related to personal belongings in excess of size and weight restrictions or in excess of the number of pieces permitted by each team individuals.

### ***Sport Specific Equipment***

16. Sport specific equipment refers to equipment used by athletes or staff for training or competition during the Games (competition chairs, skis, waxing kit, guns, tool kits, etc.).
17. The CDSA requires all individuals to submit to the CDSA the weight and size dimensions (length, width & height) of all sports equipment for approval. All approved items shall be forwarded and returned at the CDSA's expense. All non-approved items will be forwarded at the individual's expense.
18. Where it is deemed that the method of transport is through excess baggage, CDSA will be responsible for charges related to sports specific equipment only. The amount of excess baggage must be agreed upon prior to ticketing and authorized by the CDSA. CDSA will not be responsible for any excess baggage payments incurred or committed on its behalf without approval of the CDSA.



19. Individuals required to make pre-approved excess baggage payments at the time of check-in will be reimbursed following the Games upon submission to the CDSA of the original receipts for expenses.
20. Individuals with baggage in excess of 32kg, which must be sent as cargo, will be responsible for all related costs. In addition, the CDSA and/or the official travel agency are not responsible for any delayed, damaged or lost baggage.

#### ***Vehicle Transportation***

21. The CDSA is responsible for authorized individual's vehicle transportation, not inclusive of alternate or pre-games travel.
22. Individuals authorized by the CDSA to drive a privately owned, or CDSA authorized vehicle, must personally be the driver. A CDSA authorized vehicle is defined as a vehicle rented by the CDSA or, a vehicle loaned or donated to the CDSA by a third party.
23. Individuals using their privately owned vehicle on CDSA Business will be reimbursed for mileage only, in accordance to the Volunteer Reimbursement Policy of the CDSA and subject to pre-approval from the CDSA.
24. Privately owned vehicles or other types of transportation used on CDSA business shall have at least the minimum provincial/territorial state/country insurance coverage of public liability and property damage.
25. Individuals shall not be reimbursed for personal accident insurance coverage premiums.

#### ***Cargo***

26. CDSA is responsible for transporting competition equipment to and from the Host City. The CDSA through its official travel agency will work with the NDSOs to determine the most cost efficient method of transport. Any cargo expenses incurred over and above the agreed rates shall be the responsibility of the NDSO.
27. CDSA will not be responsible for any cargo payments incurred or committed on its behalf without prior approval of the CDSA.



## Volunteer Reimbursement Policy

Implementation Date

Amendment Dates:

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1. Recognizing that participation by volunteers in an organization such as the Canadian Deaf Sports Association (CDSA) necessarily involves some monetary expenses on the part of the volunteer. Nevertheless, CDSA reimburses the reasonable expenses incurred in the process of attending meetings and telephone, courier and faxing charges.
2. CDSA will pay volunteers a per diem as per the rates set for members and staff, to in part reimburse the volunteer for the meal expenses that would otherwise be incurred.
3. CDSA will pay a volunteer mileage at the rate set for members and staff.
4. CDSA will reimburse a volunteer for taxi fares between the airport and meeting location; however, volunteers are encouraged to use hotel shuttle buses where available, to use bus service where convenient and to cooperate together to share a taxi (CDSA will endeavour to inform those traveling of the schedule and itinerary of the other members of the Committee to facilitate members meeting and cooperating to share the ride).
5. Reasonable expenses such as telephone, faxing, courier, photocopying, etc. incurred in the course of work or efforts for CDSA will be reimbursed.
6. While it is recognized that there are different financial pressures on various members of CDSA committees, it is left to the individual member when they wish to submit a claim for reimbursement of expenses. Volunteers are requested to realize that there is a cheque writing process which takes time and effort, accordingly, volunteers are encouraged to avoid submitting expense claims for minor amounts.
7. Between the middle and end of March, volunteers are requested to submit claims for expenses so that those incurred in the fiscal year may be posted and paid in that fiscal year.
8. In making a claim for reimbursement of expenses, a volunteer is requested to use the Expense Claim form.
9. For international travel, CDSA will use as a guide, the per diem set by the Treasury Board for the appropriate country and will advise the volunteer accordingly prior to the commencement of the trip.



# SPORT DEVELOPMENT POLICIES

## Athlete and Team Selection

### ICSD Audiogram & Hearing-aid Regulations

Implementation Date: May 2009

Amendment Dates:

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Please refer to the ICSD *"Audiogram Regulations"* at:

[www.deaflympics.com/pdf/AudiogramRegulations.pdf](http://www.deaflympics.com/pdf/AudiogramRegulations.pdf)

The ICSD official audiogram is mandatory for all events.

The procedure to follow is:

- 1 – All original ICSD Audiograms must be sent to the Provincial Deaf Sport Association (PDSA), which keeps a copy.
- 2- The PDSA sends the original ICSD Audiogram to the CDSA Office before the determined deadline.
- 3- The CDSA Office sends the ICSD Audiogram to the ICSD Office for approval, three (3) months prior to the event.



## Doping Policy

Implementation Date:

Amendment Dates:

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*NOTE: In this Policy "Athlete Support Personnel" refers to coach, trainer, agent, team staff, official, medical and paramedical personnel working with or treating the Athletes participating in or preparing for sports competition.*

### **CDSA Position Statement**

1. This policy is based on the following guiding principles:
  - o the health of athletes is of primary concern to the CDSA; and
  - o the concept of fair play, spirit of sport and equal competition among athletes.
2. The CDSA is unequivocally opposed, on ethical, medical, and legal grounds to the practice of doping in sport and fully endorses the anti-doping position of and sanctions imposed by the World Anti Doping Agency, the International Deaflympics Committee, the International Pan American Games for the Deaf Committee, the International Sport Federations, the Canadian Centre for Ethics in Sport and Sport Canada.

### **Domestic Anti-Doping Requirements:**

3. The CDSA has adopted and implemented the Canadian Anti-Doping Program (CADP). The Canadian Anti-Doping Program is compliant with the World Anti-Doping Code. The complete Rules of the CADP can be found at [www.cces.ca](http://www.cces.ca). The CCES administers the CADP on behalf of the CDSA. The CDSA works with the CCES to develop and promote a comprehensive approach involving research, education, advocacy, detection and deterrence of doping in sport.

### **International Anti-Doping Requirements:**

4. In addition to implementing the Canadian Anti-Doping Program, the CDSA adheres to the anti-doping rules set out by the International Deaf Sports Committee in its anti-doping code (reference : <http://www.deaflympics.com/pdf/AntiDopingRules.pdf>).

### **ATHLETE, ATHLETE SUPPORT PERSONNEL AND NSO OBLIGATIONS**

5. Athletes who are named to the Canadian Deaflympics Team will be required to sign an Athlete Agreement affirming compliance with the CDSA Anti-Doping Policy and acceptance of all applicable sanctions.
6. Athlete Support Personnel who are named to the Canadian Deaflympics or Pan American Games Team will be required to sign a CDSA Staff Agreement affirming compliance with the CDSA Anti-Doping Policy and acceptance of all applicable sanctions.
7. CDSA members and affiliated NDSOs must endorse the Anti-Doping Policy which requires complying with the Canadian Anti-Doping Program and the International Deaflympics Anti-Doping Code.



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**NOTIFICATION PROCEDURES FOR AN ANTI-DOPING RULE VIOLATION:**

8. Upon notification by the International Deaflympics Committee of an adverse analytical finding, the CDSA President or designate shall inform the Chef de Mission, Executive Director, Chief Medical Officer and President, in writing. Concurrently, the athlete or athlete support personnel shall be notified and advised of their rights in accordance with the ICSD Anti-Doping Code.

**Public Disclosure of Anti-Doping Rule Violations:**

9. Anti-doping rule violations are a matter of public interest. The CDSA will issue a public statement concerning an anti-doping rule violation after the violation has been officially determined by the relevant authorized signatory of WADA.
10. The CDSA may issue a public statement prior to an anti-doping rule violation being determined in the event an athlete is not eligible to participate in the Deaflympics or Pan American Games due to a provisional suspension.

***Sanctions***

11. The CDSA, the Canadian franchise holder of the Deaflympics Games, shall have the right to impose additional sanctions in addition to those determined by the Canadian Anti-Doping Program or the International Deaflympics Anti-Doping Code.
12. The period of ineligibility for an anti-doping rule violation under the Canadian Anti-Doping Program or International Deaflympics Committee Anti-Doping Code that results in **five** years of ineligibility for a first violation will be extended for the purpose of selection to a Team selected by the CDSA to include the next Deaflympics Summer Games, Deaflympics Winter Games and Pan American Games whether such Games fall within or beyond the **five** year period of ineligibility under the Code.
13. Consistent with Rule 7.49 of the Canadian Anti-Doping Program, the CDSA will provisionally suspend any athlete in relation to an event in which the CDSA is the ruling body or in relation to any team selection process for which the CDSA is responsible.

***CDSA Advocacy Role***

14. CDSA is committed to collaborating with the CCES in providing effective anti-doping education, both from the perspective of physiological effect and the perspective of fair play in sport.
15. CDSA shall continue to advocate, support and promote for improved doping control, research, education programs.



## Athlete Selection

Implementation Date: May 2009

Amendment Dates: May 2009 and January 2010

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Is required from each athlete to provide:

### *ALL SPORTS*

- Minimum 2 years of training (must provide a proof of club membership or provincial organization letter)
- Must meet the ICSD requirements
- Must meet the CDSA requirements (to develop with the NDSOs and Sport Committees for Team sports. The year after the Deaflympics, the Sport Managers and coaches should provide a report which recommends requirements for the next Deaflympics)
- Must be selected 1 year prior to the international event

### *INDIVIDUAL SPORTS*

- Latest year meet results (one year prior to the selection process deadline) (Number of meets to be determined by the Technical Delegate)
- The meet results must be provided by the National Sport Organization (NSO) or the Provincial Sport Organisation (PSO)
- To keep his/her place on the Team, the athlete must provide to the Team Manager or Head Coach, the meet results up until the deadline for official selection.

### *TEAM SPORTS*

- Requirements must be provided by the Sport Committee or NDSO and approved by the CDSA Board of Directors.

*\*Each sport must have the technical rules provided by the ICSD TD and a paragraph on selections. International federations rules will have precedence if the ICSD rules are not complete.*

### **World Championships - Athlete's responsibilities**

- The athlete must finance his/her own participation to the World Championship and provide the full amount to the CDSA before the determined deadline. If the athlete does not meet the deadline, he/she has forfeited his/her spot on the Team.
- Depending on the number of athletes who are participating to the World Championship, the CDSA will provide a Mission Team to accompany the athletes. The Mission Team will comprise to a minimum of a Coach, Physical Therapist and CDSA representative.
- To be eligible, the athlete must meet the CDSA requirements on athlete selection.

### **(INDIVIDUAL SPORTS ONLY)**

Following the result of their participation at the World Championships, an individual sport athlete who wins:

- A gold medal (1st place): 100% of his/her transportation costs will be reimbursed.
- A silver medal (2nd place): 75% of his/her transportation costs will be reimbursed.
- A bronze medal (3rd place): 50% of his/her transportation costs will be reimbursed.



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- For an event including 10-16 participants, a 4th place wins: 25% of his/her transportation costs will be reimbursed.
  - For an event including 17+ participants, a 4th to 6th places wins: 25% of his/her transportation costs will be reimbursed.

(TEAMS SPORTS ONLY)

A Team who participates at a World Championship for the first time is eligible for a financial support to a maximum of 50% of the athletes' transportation costs (only from Canada to the Championship, return).

*\*\*\*This could be applied for one of the following events : June 2010 U21 Basketball Championship in Lublin, Poland; September 2011 World Basketball Championship at Palermo, Italy; and, July 2012 World Soccer Championship at Ankara, Turkey. The Men Volleyball Team may request funding for the World Deaf Volleyball Championship in 2012 or 2016 if eligible.*

*\*\*\*The Hockey, Curling and Women Volleyball Teams are not eligible for a funding request.*



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## Coaches Selection

### Minimum Coaching Certification Standards and Exemptions Policy

Implementation Date:

Amendment Dates:

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#### **Background**

1. The Canadian Deaf Sports Association is committed to providing the best possible coaching support for Canadian athletes travelling to Deaflympics Games. In order to ensure that this occurs, CDSA will implement minimum certification requirements for participation in future Deaflympics Games (Summer and Winter)
2. CDSA has adopted a process whereby NDSOs may apply for exemptions for their non-certified coaches. This exemption process will be directed and monitored by the CDSA Games Committee. In addition, all future Games will require all coaching appointments satisfy CDSA's policy on equity. The CDSA High Performance Committee will monitor the implementation of this overall policy.

#### **Policy**

3. In order to be nominated to a Deaflympics Games Team, a **head coach** must satisfy the following criteria:
  - o National Coaching Certification Program (NCCP), Level 4 certification or Competency-Based Education and Training (CBET) equivalent; and
  - o Sign and agree to comply with the Canadian Professional Coaching Association's Code of Ethics. Membership in the Canadian Professional Coaches Association (CPCA) is strongly encouraged but not mandatory through the terms of this policy.
4. In order to be nominated to a Deaflympics Games Team, **all coaches** must satisfy the following criteria:
  - o National Coaching Certification Program (NCCP), Level 3 certification or Competency-Based Education and Training (CBET), equivalent; and
  - o Sign and agree to comply with the Canadian Professional Coaching Association's Code of Ethics. Membership in the Canadian Professional Coaches Association (CPCA) is encouraged but not mandatory through the terms of this policy.

#### **Additional Requirements**

5. In order to be eligible for nomination to the Canadian Deaflympics Team, coaches must have obtained the required level of technical certification in the specific sport for which they are nominated to coach at these Deaflympics Games.
6. In cases where the NCCP/CBET technical courses are not available at the specified level of certification for particular Deaflympics sports, coaches must demonstrate they have obtained both Level III Theory and the highest available technical certification offered for their sport.
7. The specific circumstances under which a coach may be granted an exemption from the requirements of that policy are set forth below.



### ***One-Time Exemptions***

8. The exemption process and Exemption Application Form will be circulated to all NDSOs upon finalization. NDSOs are strongly encouraged to share the information with all high performance Deaflympics coaches, and to submit all required applications for exemptions as soon as possible following the completion of the NDSO internal coach selection process. A reminder will be circulated again six months before the start of the Games, advising NDSOs that an exemption is mandatory if a coach does not meet the certification requirements.
9. All NDSOs wishing to nominate a coach to a Deaflympics Games Team who is not fully certified at Level 3 or 4 of the NCCP (or CBET equivalent), must apply for an **Exemption Certificate** for each such coach. An Exemption Certificate if granted will be valid for the duration of the quadrennial in which it is granted. A coach will be eligible for a maximum of one (1) exemption only.
10. A detailed plan demonstrating the key steps and timelines to achieving the required level of certification must accompany all applications for exemptions.
11. With the level of coaching required for a head coach being NCCP Level 4 or CBET equivalent, head coaches will be required to have a minimum of certification at NCCP Level 3 or CBET equivalent, with the proven intention of completing Level 4, in order to apply for an exemption.
12. For any sport whereby the NCCP (or CBET equivalent) Technical component does not reach Level 4, the head coach must demonstrate at least NCCP (or CBET equivalent) Theory Level 3, as well as the highest level of Technical certification available for that given sport.
13. With the level of coaching required for all coaches being NCCP Level 3 or CBET equivalent, all coaches will be required to have a minimum of NCCP Level 3 Theory and certification at Level 2 Technical or CBET equivalent, with the proven intention of completing Level 3 Technical, in order to apply for an exemption.
14. For any sport whereby the NCCP (or CBET equivalent) Technical component does not reach Level 3, the coach must demonstrate at least NCCP (or CBET equivalent) Theory Level 3, as well as the highest level of Technical certification available for that given sport.

### ***Appeals Procedures***

15. Except where otherwise provided, an appeal of any coaching exemption related issue will be conducted in accordance with the CDSA *Appeals Policy*.



## Mission Staff

### Chef de Mission

Implementation Date:

Amendment Dates:

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#### **To ensure that:**

- a: All members of Team Canada are well prepared and informed prior to departure;
- b: All areas of responsibility for Coaches, Team Managers and Assistant, if required, are well defined prior to the Games and managed effectively during the Games;
- c: A productive and positive competitive and social experience is had by all Team Canada Members.

#### **Responsibilities:**

Work with the National Office (Canadian Deaf Sports Association) and the Executive Director preparing the team in the following manner:

- 1: Prepare the team budget;
- 2: Keep the Executive Director informed of the status of Team Development;
- 3: Communicate all pre-event information to the Executive Director and Team Members;
- 4: Participate in a Pre-Games Site Visit, as agreed upon by the Executive Director;
- 5: Confirm all Team transportation and accommodation arrangement with the Executive Director;
- 6: Arrange and conduct an Orientation/Training Session for members of the Team Canada Group;
- 7: Ensure that the Team is supplied with appropriate uniforms prior to departure;
- 8: Ensure that all athletes, team, Coaches and Team Management are registered with the Deaflympics Winter & Summer Committee;
- 9: Ensure that the Team Managers are effectively performing their roles and responsibilities;
- 10: Work with Team Managers and Coaches to ensure the effective operation and management of Team Canada.
- 11: Ensure that Athlete's Audiograms are completed according to the standards as outlined by ICSD prior to finalizing the make-up of Team Canada;



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- 12: Ensure that the Code of Conduct is distributed and signed by all members of Team Canada prior to departure for the Games;
  - 13: Act as a role model for all Team Canada Management Staff and Coaches;

**Responsibilities during the Games:**

- 1: Ensure that Transportation and Accommodations meets the pre-arrange contract;
- 2: Attend daily on-site Chef-de-Mission meetings during the Games, convey all information to the Team Managers, Executive Director, Head Coaches via daily on-site Team Management Meetings;
- 3: Act as a diplomat and spokesperson for Team Canada;
- 4: Arrange and conduct daily on site Team Management meetings, in conjunction with the Team Managers;
- 5: Be prepared to administer disciplinary action if called upon by Coaches & Team Managers;
- 6: Collect and distribute Game results and ensure that all Team Personnel are appropriately recognized;
- 7: Chef-de-Mission shall be on call 24 hrs a day at Team Canada's Athlete's Village/Hotel.

**After the Games:**

- 1: Ensure that all Coaches submit their respective written reports within 30 days after Completion of the Games;
- 2: Submit a written evaluation of the Games, and synopsis of Team Canada's standings within ninety (90) days to CDSA upon completion of the Games;
- 3: Submit a written report of recommendations to be considered for future after Deaflympics or Pan American.
- 4: Ensure that the Treasurer's report is balance, audit and submitted along with all receipts to CDSA within ninety (90) days upon completion of the Games;
- 5: Be prepared to attend CDSA's Board Meeting if required.



## Mission Staff

Implementation Date: May 2009

Amendment Dates:

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\*This section does not include Worlds; it will be determined based on sport and number of participants involved.

Depending on the number of athletes, the mission staff may comprise of:

- one Chef-de-mission
- one Assistant chef de mission

Deaf Sport Managers (the number depends on the Team composition)

- 1 Chef Interpreter
- 1 Medical Manager
- 1-2 Photographers/Journalists under CDSA Staff management

### CDSA Staff

- All the Sport Managers must be deaf and with experience in their sport (we encourage to get level 1 NCCP. If not, to be nominated ONCE until they get certified)
- 1 Head coach for 2 athletes
- 1 Head coach and 1 Team Manager for 3-8 athletes
- 1 Head coach, 1 assistant-coach and 1 Team Manager for 9+ athletes
- Team managers can be assistant-coaches
- Minimum 3 mission staff for Team Sports (Head coach, assistant and Sport Manager)



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## Team Canada

### Deaflympics Clothing Policy

Implementation Date:

Amendment Dates:

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*Note: In this policy, 'Individuals ' refers to all persons engaged in CDSA activities, including but not limited to athletes, coaches, officials, volunteers, directors, officers, team managers, medical and paramedical personnel, administrators and employees (including contract personnel).*

#### **Policy**

1. This policy is intended to provide individuals with direction on the wearing of CDSA issued clothing and to provide direction to CDSA Member Organizations on the clothing / manufacturer's trademark guidelines for the Deaflympics Winter and Summer Games. This policy will provide clarity with respect to the following areas:
  - o CDSA-Issued Clothing
  - o Competition Wear Color and Design at Deaflympics and Pan American Games
  - o ICSD Guidelines on Propaganda and Advertising
  - o Use of the ICSD's Intellectual Property
2. Individuals must wear the appropriate CDSA-issued clothing and accessories while engaged in designated CDSA activity.
3. Canadian Deaflympics Team members must wear CDSA-issued clothing and accessories while engaged in all CDSA activities at the following times:
  - o Pre-Games promotional functions and receptions;
  - o Departure trip to the Games with the Team;
  - o Opening and Closing Ceremonies;
  - o Flag raising ceremonies;
  - o Upon arrival at the competition venues for official Deaflympics events;
  - o Medal presentations;
  - o Official CDSA functions and receptions;
  - o Designated press conferences;
  - o Media interviews;
  - o Return trip to Canada with the Team; and
  - o Post-Games official functions and receptions.
4. Team members will be notified in writing what clothing items must be worn and on what occasions. Team members are obligated not to trade uniform items until after the closing of the Games and to retain the appropriate items for any post-Games events. Team members are also obligated to protect the terms and conditions of CDSA Sponsorship agreements. The above noted guidelines are incorporated into the Canadian Deaflympics Team Athlete and Staff Agreements.



5. Failure to adhere to this policy will be considered an infraction of the CDSA Discipline Policy and addressed accordingly.
  - o Competition Wear – Color and Design at Deaflympics and Pan American Games

*(Note: Competition wear is defined as clothing worn during warm-up and while on the field of play).*

6. To create a Canadian image that is consistent from Games to Games and among individual sport teams, the following design and colour specifications will apply to competition wear (not issued by the CDSA) given to team members by NDSOs. There may be cases where international federation rules prohibit the specified colour schemes. These exceptions will be identified in discussions between the NDSO and the CDSA.

### **Colour**

7. The colour specifications are:
  - o Red and / or white (primary colors)
  - o Black, grey, beige and / or gold as accent colors (secondary colors)

### **Design**

8. The “look” must be truly Canadian with the appropriate colors, as identified above. The Canadian maple leaf must be red or white; the word ‘Canada’ or appropriate abbreviations (e.g., CAN) must also comply with the colour design stated in 7) above. The maple leaf and / or the word ‘Canada’ or appropriate abbreviation should be prominently displayed on the competition uniform.
9. The Canadian maple leaf when part of the NDSO logo will be acceptable; when not part of the NDSO logo, the CDSA will provide a photo mechanical transfer (PMT) of the maple leaf.
10. The word ‘Canada’ or appropriate abbreviations, when it appears in isolation, will appear using the SANS SERIF family of typefaces. Popular SANS SERIF fonts include Helvetica, Arial and Geneva.
11. No other logo/word should compete with the maple leaf / Canada on the uniform in terms of size or visibility.

### **Process to Review Competition Wear**

12. A formal process will be implemented by the CDSA in collaboration with the NDSOs to ensure that the Competition Wear Guidelines are followed. The process will include the following steps:
  - o For the Games, NDSOs must submit actual uniform or colour photo with specific sizing of logos, etc. to CDSA no later than 8-months prior to the first day of the Games.
  - o CDSA meets with NDSOs to ensure guidelines are met;



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- o Exceptional cases are noted and brought to the CDSA Games Committee; and
  - o The decision of the CDSA Games Committee is communicated to the NDSOs.

***Competition Wear Exceptions***

13. In only very exceptional cases will the CDSA permit deviations to the above. These cases will be dealt with on a sport-by sport basis and judged on their own merit. All exceptional cases will be reviewed by the CDSA Games Committee.
  - o ICSD Guidelines on Propaganda and Advertising
14. ICSD specifications regarding manufacturer identification, along with the permitted exceptions, must be adhered to for the Deaflympics and Pan American Games. CDSA will circulate these guidelines and the NDSOs will be informed of any changes as they are received.
  - o Deaflympics and Pan American Organizing Committees Intellectual Property
15. The use of the Deaflympics and Pan American Games Intellectual Property (i.e., logo, mascot, "word mark", etc.) is tightly controlled by the ICSD. Any application to ICSD for use of their intellectual property should be forwarded to the CDSA first for approval.



## Flag Bearer Selection Policy

Implementation Date:

Amendment Dates:

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### **Purpose**

1. The purpose of this Policy is to clarify the process to be used by the Canadian Deaflympics Committee (CDSA) to select the Canadian Flag Bearers for the Opening and Closing Ceremonies of Deaflympics Games, and nominees for the ICSD Athlete Performance Awards.

### **Nominations**

2. Each sport participating in the Deaflympics Games will be invited to nominate one athlete for selection as the Canadian Team Flag Bearer in the Opening Ceremonies and one athlete for selection as the Canadian Team Flag Bearer in the Closing Ceremonies.
3. Nominations must:
  - o be in writing,
  - o provide reasons for the nomination,
  - o be no longer than one page in length, and
  - o be submitted to the Chef de Mission by the established deadline

### **Selection Criteria**

4. The following selection criteria shall be used to select the Flag Bearer for the Opening Ceremonies. Nominees must:
  - o Be an athlete of the Canadian Deaflympics Team
  - o have had at least two years of international competitive experience for Canada
  - o exhibit a commitment to fair play
  - o be respected as a role model by other athletes
  - o maintain an exemplary standard of behaviour
  - o have made a contribution to their field of Deaflympics sport
  - o have made a contribution to the sporting community
5. The following selection criteria shall be used to select the Flag Bearer for the Closing Ceremonies. Nominees must have:
  - o participated as an athlete in the current Deaflympics Games
  - o achieved an outstanding competitive performance in the current Deaflympics Games
  - o maintained an exemplary standard of behaviour
  - o exhibited a commitment to fair play
  - o earned the respect of their peers
  - o made a significant contribution to the Canadian Deaflympics Team through their participation in the Deaflympics Games

### **Selection Process**

6. Selection of the Flag Bearer for both the Opening and Closing Ceremonies will be made by a panel chosen by the Chef de Mission, who will make every effort to ensure the composition of the panel reflects the diversity of the Canadian Team. The panel will be composed of:
  - o Chef de Mission;
  - o Games Manager;



- Two athletes and,
  - A coach
7. In making their selection, the Panel shall take into consideration the selection criteria and the one page nomination form submitted by the sport.
8. Selection will take place on the day the flag bearer is to be announced.
9. The name of the Canadian Team Flag Bearer for the Opening Ceremonies will be announced by the Chef de Mission at the Canadian Team Reception just prior to the Opening Ceremonies at an appropriate Team Canada event a minimum of 2 days prior to the Opening Ceremony.

The name of the Canadian Team Flag Bearer for the Closing Ceremonies will be announced by the Chef de Mission at the Canadian Team Meeting just prior to the Closing Ceremonies.

In addition to selecting the Flag Bearer for the Closing Ceremony, the Closing Selection Panel shall apply the ICSD selection criteria to select from the Canadian Team nominees for the ICSD Athlete Performance Awards in the categories of top:

- Male athlete
- Female athlete
- Team
- Deaflympics Games debut
- ICSD Award nominations are to be completed and submitted to ICSD by the CDSA, after consulting and obtaining the approval of the appropriate member National Sport Organization.



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## FLAG BEARER NOMINATION FORM

Name of Nominated Athlete: \_\_\_\_\_

Sport of the Nominated Athlete: \_\_\_\_\_

Nomination For:		Opening Ceremonies		Closing Ceremonies	
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Name of the person voting: \_\_\_\_\_

NOMINATIONS TO BE SUBMITTED TO CHEF DE MISSION, CANADIAN TEAM OFFICE

BY: \_\_\_\_\_

Reasons for Nomination (Please see nomination criteria in Canadian Team Flag Bearer Policy):



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## National Team Code of Conduct

Implementation Date: August 2009

Amendment Dates:

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1. Drinking is only given permission during the Closing Ceremony, understanding that it is to be supervised by the General Manager or the person who's in charge of the team. Also signs a waiver to say that he or she understands the responsibility.
2. When presuming Alcohol, no athletic is to wear a Team Canada or a CDSA jersey or Logo.



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## Photography Procedures

Implementation Date:

Amendment Dates:

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### 1. OBJECTIVE

To ensure that Canadian Deaf Sport Association, its athletes, members and event organizers and partners are provided with the necessary direction and guidelines to exploit to their optimal marketability, the various marketable properties of the Association, while respecting our philosophy and values.

### 2. FIELD OF APPLICATION

This policy will apply to National Team athletes under contract, all events sanctioned by Canadian Deaf Sport Association, all partners associated with Canadian Deaf Sport Association and any other programs, activity or product associated with or under the auspices of the Canadian Deaf Sport Association

### 3. OWNERSHIP

CDSA owns the other marketable rights such as its National Team and its programs, its National Training Camps and any other programs in relation with the activities of any of its operational committees.

### 4. RULES REGARDING PHOTOS AND VIDEOS

- The CDSA owns the marketable rights and all photos taken at the Deaflympics & Pan American by all volunteer media personnel. No photos or videos can be copied for use of preparing marketing information or advertising. The photos will be compiled and a CD will be made to distribute to all members of Team Canada.
- There will be people that will request photos and video footage for their own purposes. A written request may be made to the CDSA for formal approval. All photos and video are the property of the CDSA.

### 5. WAIVERS

- All members of Team Canada must sign the waiver form provided by the CDSA.
- The CDSA has the permission to use any photos or video at their discretion.



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## Appendix "A"

### Athlete Waiver

# DEAFLYMPICS & PAN AMERICAN GENERAL RELEASE AND LICENCE

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I hereby grant to Canadian Deaf Sports Association, its employees, successors and assigns, the worldwide right in perpetuity to photograph, film or videotape the following subject matter for any and all reasonable purposes including printing, duplicating and publications. I represent that this right will not infringe or otherwise violate any right of another person, and I hereby release, indemnify and save harmless, Canadian Deaf Sports Association, its employees, successors and assigns from and against all claims arising from a breach of this representation.

### DESCRIPTION OF SUBJECT MATTER:

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Name: \_\_\_\_\_ Sport: \_\_\_\_\_  
(print)

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

Telephone: \_\_\_\_\_ Signature: \_\_\_\_\_

Signature (parent/guardian if under the age of 18): \_\_\_\_\_

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Dated at: \_\_\_\_\_, \_\_\_\_\_, on \_\_\_\_\_, 200\_\_  
(city) (prov) (date)

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# HOSTING EVENT POLICY

## Event Endorsement Policy

Implementation Date:

Amendment Dates:

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*Note: This policy excludes bids for major Games i.e.: Deaflympics and Pan American*

The CDSA endorses international level sport events for athletes with a disability in Canada through a three (3) step process:

- o Endorsing an Intent to Bid
- o Endorsing the Bid and/or
- o Endorsing the Event itself.

### **Step #1 Endorsing the “Intent to Bid”**

- o CDSA will only consider supporting/endorsing an “Intent to Bid” from a local group when the following minimum criteria are met:
- o The group establishes a Bid Committee; articulating who is on the Bid Committee, what position they serve, and provide a short biography of each Bid Committee Member.
- o Submit a Plan for the Bid Development; the plan will articulate;
- o Reasons for wanting to Bid,
- o Who is responsible for developing each part of the Bid,
- o Bid Development Timeline, with key milestone dates,
- o A budget, expenses and revenues, for the Bid Development,
- o Letter(s) of endorsement from the appropriate Provincial and National Sport Organizations, and
- o A statement that if CDSA endorses the Intent to Bid, the Bid Committee agrees to negotiate and sign a “Hosting Agreement” with CDSA, prior to submission of the Bid.
- o A statement that if the CDSA endorses the Intent to Bid, the Bid Committee agrees that it will indemnify the CDSA for any aspect of the organization, planning, management, staging, financing, or any deficit of the Bid.

### **Step #2 Endorsing an “Event Bid”**

- o After CDSA endorses the Intent to Bid, and prior to the CDSA endorsing an Event Bid, the Bid Committee must:
- o Demonstrate, in writing, financial commitments of at least 50% of the total event budget as part of their application for CDSA endorsement and prior to being eligible to negotiate a Hosting Agreement with CDSA
- o Negotiate and sign a Hosting Agreement with the CDSA,
- o Develop a Event Bid Document containing the following areas of emphasis:
- o Organizing Committee structure and names/bio’s/positions of the person serving on the Core Committee,
- o Event Budget (revenues and expenses),
- o Event Planning & Staging Critical Path Timeline,
- o Submit a Sport Legacy Plan, outlining the short and long term benefits to hosting the event and the sport development legacy the event will create. This Plan should



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make specific reference to the event's legacy impact for such diverse groups as athletes, coaches, officials, programs and services, accessible facilities, etc.

- Submit a Surplus/Deficit Management Plan, outlining how the HOC will allocate surplus funds or manage a deficit situation following the event.
- Submit a statement that if the CDSA endorses the Event Bid, the Organizing Committee agrees to have in place Third Party Liability Insurance and Director's and Officer Insurance, to the amounts deemed acceptable by the CDSA, until the Organizing Committee is wound-up, or such later period as may be specified in an insurance policy.
- Submit a statement that if the CDSA endorses the Event Bid, the Organizing Committee agrees to indemnify the CDSA for any aspect of the organization, planning, management, staging, financing, or any deficit of the Event.

Once received the CDSA's Sport Development Committee will review the Bid/Event Document.

Only after a favourable recommendation from the CDSA's Sport Development Committee to the CDSA Board, and having the Hosting Agreement signed by the Organizer, will the CDSA Board entertain a Motion to endorse the Event.

### **Step #3 Endorsing an "Event"**

- If CDSA has endorsed an Event Bid and the Bid is successful, CDSA's endorsement is automatically extended to cover the event itself.
- If CDSA has not endorsed a Bid, CDSA will consider endorsing the event subject to a CDSA Technical Assessment requiring the Bid Committee to provide the documentation detailed in Step #2 above.



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## PROMOTION & AWARENESS

### International Representation

Implementation Date:

Amendment Dates:

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1. On occasions where a CDSA volunteer or staff person is sent to an international meeting or event as the CDSA's representative, that person must submit a report upon their return to Canada. All CDSA representatives at international meetings must be voting members.
  2. CDSA representatives at international meetings shall understand and be committed to the principles of gender equity (See Equity Policy) and actions at the meeting(s) should reflect these principles.
  3. CDSA shall strive to have both genders represented on its delegations to international meetings.



## Press Release Policy

Implementation Date:

Amendment Dates:

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### ***CDSA Press Releases***

1. All press releases issued by CDSA, solely or jointly with another Party, are to be released simultaneously in both English and French.
2. All press releases issued by CDSA, solely or jointly with another Party, must follow the established "CDSA Press Release Procedures".

### ***Third Party Press releases***

3. CDSA will not write any press release for a third party (exceptions may be granted under extraordinary circumstances).
4. A Member or Deaf Athlete wanting the CDSA to issue a Press Release on their behalf must follow the "CDSA Press Release Procedures".
5. The Member or Deaf Athlete wanting the CDSA to issue a Press Release on their behalf is responsible for all translation costs.
6. CDSA has the right to issue, or not issue, any third party press release.

### ***CDSA Press Release Procedures***

#### **CDSA Press Releases:**

- o A staff member will prepare a draft of the CDSA press release in one of the official language.
- o The Executive Director will approve the draft version of the CDSA press release.
- o The CDSA press release is translated into English or French, as required, *only* after the Executive Director has approved the draft.
- o The Executive Director must then approve the translated version of the press release.
- o The CDSA press release (English and French) is distributed through a newswire service and to the CDSA community, via the e-mail contact list.
- o The CDSA press release (English and French) is posted on CDSA's English and French websites simultaneously.

#### **Non-CDSA Press Releases:**

- o If a CDSA Member, or Deaf Athlete, wants CDSA to distribute a press release, then these procedures apply:
- o As a rule, CDSA does not write any press release for a third party. The Member / Deaf Athlete's press release must be received already written in both languages, a minimum of 24 hours in advance of desired distribution. In exceptional circumstances, CDSA could accept to write the press release in the name of one of its Members or Deaf Athlete.
- o The Executive Director must approve the press release.
- o CDSA has the right to edit the press release before distributing. In cases where the press release was not received already translated and CDSA has judged it apt to edit the press release, the translation of the edited version will be charged to the Member /Deaf Athlete.
- o CDSA will distribute, via its e-mail distribution list, the press release in the name of the organization (logo, name) and will identify the member source at the bottom. CDSA logo or



name will not appear anywhere on the press release or the e-mail. CDSA will put the following sentence in the first line:

- ***“The CDSA is forwarding you this press release from \*\*member’s identity\*\* as a service in helping develop and promote the Deaf Sport Movement in Canada.”***
- As a service to CDSA members, there will be no charge, other than the cost of the translation.
- The press release (English and French) is posted on CDSA’s English and French websites simultaneously.



## Video / Image Bank Program Policy

Implementation Date:

Amendment Dates:

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1. Photographs and artwork of the Canadian Team are considered marketable properties under the following guidelines:
  - o image must be a planned and posed image of the Canadian Team in its majority;
  - o all athletes and team members must be wearing the official Canadian Team Uniform;
  - o the competitive uniforms (a property of the NDSOs) must not be visible;
  - o CDSA approves the use for which the image is intended.
  
2. CDSA reserves the rights to all video footage, negatives, film productions, and video productions which are shot or produced with the intent to be used to generate revenues or assist in the generation of revenues.



## Sponsorship Program Policy

Implementation Date:

Amendment Dates:

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### **Policy**

1. It is the intent of this policy to provide guidelines and to govern the involvement of the Canadian Corporate Community in the affairs and events of the CDSA.
2. All sponsor and marketing related activities must be in line the CDSA Vision, Values and Mission Statement.
3. Any revenues from sponsors must not be solely reliant upon a percentage of sales or increase of sales. Similarly, CDSA will not act as a sales agency for a sponsor or corporate partner.
4. Products of potential corporate sponsors and partners must be deemed healthy, safe and ethical before any partnership may be considered.
5. Through implementation of this policy, CDSA shall strive to ensure that the basic rights of athletes are protected, in particular their eligibility to compete at various levels of competition.

### **Logos**

6. The following logos shall be considered as marketable properties: the official CDSA logo which is the protected and registered official mark of the CDSA; and any specially created logos for teams, events, etc., once they are protected and registered as official marks of the CDSA.

### **Phraseology**

7. The CDSA reserves the right to allow a corporation to commercially utilize an agreed upon phrase as designated in a contractual agreement. Examples of phraseologies are:
  - o Official Sponsor of....
  - o Exclusive Sponsor of....
  - o Official Supplier of....
  - o As used/endorsed by.....
  - o Official (product name) of....
  - o Official Licensee of....
  - o In Partnership with....
  - o Company X Presents....
  - o Restrictions on the use of certain phrases may be necessitated by the exclusivity aspects or limitations of a commercial agreement.

### **Exclusivity**

9. CDSA reserves the right to negotiate exclusivity clauses with each potential corporate partner.

### **Limitations**

10. CDSA reserves the right to implement the following limitations into an agreement:



- limitations to the number of sponsors in a particular category;
- limitations to the scope of the promotion program (duration and market coverage);
- limitations on the type of promotion and/or advertising undertaken by a commercial interest;
- limitations on the assignability of, and sublicensing rights to properties awarded a sponsor (e.g., extension of rights to various corporate subsidiaries).