

BURLINGTON MINOR FOOTBALL ASSOCIATION (BMFA)



ADMINISTRATIVE & OPERATIONS POLICIES

Concussion Policy (Ontario).....	1
Appendix A – Concussion Code of Conduct.....	13
Confidentiality Policy.....	16
Appendix A – Decision Disclosure Letter (Complaint).....	18
Appendix B – Discipline Decision – Publication Guidelines.....	19
Conflict of Interest Policy	20
Appendix A – Annual Conflict of Interest Declaration Form	23
Privacy Policy	25
Employee and Volunteer Management Policy.....	31
Appendix A – Workplace Harassment and Violence Policy.....	35
Financial Management Policy.....	37
Appendix A – Expense Reimbursement Form	40
Record Retention Policy	41

CONCUSSION POLICY

Preamble

1. This policy is based on the 6th Consensus Statement on Concussion in Sport that was released in June 2023.
2. This policy interprets the information contained in the report that was prepared by the 2022 Concussion in Sport Group (“2022 CISG”), a group of sport concussion medical practitioners and experts, and adapts concussion assessment and management tools.
3. This Policy is intended to be compliant with Ontario’s *Rowan’s Law (Concussion Safety)*, 2018. If any provision of the policy is in conflict with Rowan’s Law, the legislation shall take precedence.
4. The CISG suggested 13 Rs of Sport-Related Concussion (“SRC”) management to provide a logical flow of concussion management. This policy is similarly arranged. The 13 Rs in this policy are:

- a) Recognize
- b) Reduce
- c) Remove
- d) Re-Evaluate
- e) Rest and Exercise
- f) Rehabilitation
- g) Refer
- h) Recover
- i) Return to Learn & Return to Sport
- j) Reconsider
- k) Residual Effects
- l) Retire
- m) Refine

‘Risk Reduction’, one of the previous 11 Rs based on the 5th Consensus Statement on Concussion in Sport, has been removed.

5. A concussion is a clinical diagnosis that can only be made by a physician. The 2022 CISG achieved consensus on a conceptual definition of a concussion, which is articulated, in part, as follows:
 - a) *A Sport-related concussion is a traumatic brain injury caused by a direct blow to the head, neck or body resulting in an impulsive force being transmitted to the brain that occurs in sports and exercise-related activities. This initiates a neurotransmitter and metabolic cascade, with possible axonal injury, blood flow change and inflammation affecting the brain. Symptoms and signs may present immediately, or evolve over minutes or hours, and commonly resolve within days, but may be prolonged [...] Sport-related concussion results in a range of clinical symptoms and signs that may or may not involve loss of consciousness.*

Definitions

6. Terms in this Policy are defined as follows:
 - a) **Athlete** – An individual who competes, participates, or is preparing to participate in sport at any level under the authority or sanction of the BMFA, including training, practices, or other athletic activities, and who is subject to the policies of the BMFA.
 - b) **Athlete Support Personnel** – Any coach, trainer, manager, agent, support staff, official, medical, paramedical personnel, parent or any other person working with, treating or assisting an Athlete participating in or preparing for sports competition.
 - c) **Cervicovestibular Rehabilitation** – A type of rehabilitation program that usually includes education, cervical spine therapy and exercise along with vestibular rehabilitation (an exercise-based treatment that helps with the vestibular system, which affects balance and spatial orientation).
 - d) **Designated Person** – Refers to a person designated by the BMFA removal-from-sport protocol and by its return-to-sport protocol for the purposes of fulfilling various duties indicated in this Policy.
 - e) **Participant** – Refers to all categories of individual members and/or registrants/Participants defined in the By-laws of the BMFA who are subject to the policies of the BMFA, as well as all people employed by, contracted by, or engaged in activities with, the BMFA including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers.
 - f) **Return-to-learn (RTL)** – Return to preinjury learning activities with no new academic support, including school accommodations or learning adjustments.
 - g) **Return-to-sport (RTS)** – Completion of the RTS strategy with no symptoms and no clinical findings associated with the current concussion at rest and with maximal physical exertion.
 - h) **Sport Related Concussion (SRC)** – See above for the conceptual definition at **Section 5(a)**.

- i) **Suspected Concussion** – means the recognition that an individual appears to have either experienced an injury or impact to the head, face or body that may result in a concussion or who is exhibiting unusual behaviour that may be the result of concussion. This includes cases where the impact was not witnessed, but anyone witnesses the Athlete exhibiting one or more observable signs of a Suspected Concussion or the Athlete reports one or more symptoms of Suspected Concussion to one of their peers, parents/caregivers, coaches or teachers.

Purpose

- 7. The BMFA is committed to ensuring the safety of Participants in its activities. The BMFA recognizes the increased awareness of concussions and their long-term effects and believes that prevention of concussions is paramount to protecting the health and safety of Participants.
- 8. This policy describes the common signs and symptoms of a concussion and how to identify them, the protocol to be followed in the event of a possible concussion, and a Return to Sport protocol should a concussion be diagnosed. Awareness of the signs and symptoms of concussion and knowledge of how to properly manage a concussion is critical to recovery and helping to ensure the individual is not returning to physical activities too soon, risking further complication.
- 9. This policy applies to all activities and events for which the BMFA is the governing or sanctioning body including, but not limited to, competitions, practices, and training sessions.

Registration

- 10. In accordance with *Rowan's Law (Concussion Safety), 2018*, when an individual under the age of 26 years old registers with the BMFA, the individual (and, if under 18, their parent or guardian) **must** provide written or electronic confirmation that they have reviewed the Ontario Government's age-appropriate concussion awareness resources within the past 12 months. Those resources are located here:
 - a) [Ages 10 and under](#)
 - b) [Ages 11-14](#)
 - c) [Ages 15+](#)
- 11. Participants under the age of 26 years old must also sign the *Concussion Code of Conduct (Appendix A)*.
- 12. For Athletes younger than 18 years old, the Athlete's parent or guardian **must** also provide confirmation that they have also reviewed the concussion resources as well and signed the *Concussion Code of Conduct*.
- 13. Coaches, officials and trainers must provide confirmation that they have also reviewed the concussion resources and sign the *Concussion Code of Conduct*; but not if they will be interacting exclusively with Athletes who are 26 years old or older.

Recognizing Concussions

- 14. If a Participant demonstrates or reports any of the following red flags, a Designated Person shall be summoned and, if deemed necessary an onsite healthcare professional is not available, an ambulance should be called:
 - a) neck pain or tenderness;
 - b) seizure, 'fits' or convulsion;
 - c) loss of vision or double vision;
 - d) actual or suspected loss of consciousness;
 - e) increased confusion or deteriorating conscious state (becoming less responsive, drowsy);
 - f) weakness or numbness / tingling / burning in arms or legs;
 - g) severe or increasing headache;
 - h) vomiting more than once;

- i) increasingly restless, agitated, or combative; and/or
- j) visible deformity of the skull.

15. The following **observable signs** may indicate a possible concussion:

- a) loss of consciousness or responsiveness;
- b) lying motionless on the activity area or surface;
- c) falling unprotected to the surface;
- d) disorientation or confusion, staring or limited responsiveness, or an inability to respond appropriately to questions;
- e) dazed, blank or vacant look;
- f) seizure, fits or convulsions;
- g) slow to get up after a direct hit or indirect hit to the head;
- h) balance or gait difficulties, absence of regular motor coordination, stumbling, slow laboured movements; and/or
- i) facial injury after head trauma.

16. A concussion may result in the following **symptoms**:

Physical Symptoms

- a) headache or “pressure in head”
- b) balance problems or dizziness
- c) nausea or vomiting
- d) drowsiness, fatigue, or low energy
- e) dizziness
- f) blurred vision
- g) sensitivity to light or noise
- h) “Don’t feel right”
- i) neck pain

Changes in Emotions

- j) more emotional or irritable
- k) sadness, nervous or anxious

Changes in Thinking

- l) difficulty remembering or concentrating
- m) feeling slowed down or “in a fog”

17. Failure to correctly answer any of these **memory questions** may suggest a concussion:

- a) what day is it?
- b) what venue are we at today? / where are we today?
- c) what activity were you just participating in?
- d) did you know why you are outside / inside?

18. If a Participant is removed from participation following an impact for cautionary reasons, but there are no observable signs or symptoms of a Suspected Concussion, then the Participant may be returned to participation but must be monitored for delayed symptoms for up to forty-eight (48) hours.

Reduce

19. The 2022 CISG identified several recommendations with respect to preventing concussions, including Concussion Management, which is relevant to the BMFA’s application of this Policy:

- a) Optimal concussion management strategies including implementing laws and protocols (i.e., mandatory removal from participation following actual or Suspected Concussion; requirements to receive clearance to return-to- participation from a healthcare provider; and education of coaches,

parents and Athletes regarding concussion signs and symptoms) are associated with a reduction in recurrent concussion rates.

Removal from Sport Protocol

20. Removal of a Participant from the activity area or surface should be done if there is suspicion of a possible concussion to avoid further potential injury.
21. In the event of a Suspected Concussion where there are **observable signs** of a concussion, **symptoms** of a concussion, or a failure to correctly answer **memory questions**, the Participant must be immediately removed from participation by a Designated Person who is either an on-site staff member and/or **[insert other options for Designated Person]**.
22. In the event that any Participant exhibits any of the following;
 - a) Impact seizure
 - b) Tonic Posturing
 - c) Ataxia (lack of coordination; losing muscle control in limbs and extremities)
 - d) Poor balance
 - e) Amnesia

they should not return to participation or training that day, unless evaluated acutely by an experienced healthcare practitioner with a multimodal assessment (as noted below) who determines that the sign was not related to a concussion (e.g., the participant has sustained a musculoskeletal injury and thus unable to balance). The questions above used to recognize concussions, as newly modified per the Concussion Recognition Tool 6 (**CRT6**), remain part of a useful and brief in-the-moment screen for Participants under twelve (12) years of age without clear in-the-moment signs of a concussion. Incorrect answers warrant a more comprehensive post-incident evaluation, as does any clinical suspicion of concussion.

23. After removal from participation, the following actions should be taken:
 - a) The Designated Person who removed the Participant should consider calling 9-1-1;
 - b) The BMFA must make and keep a record of the removal;
 - c) The Designated Person must inform the Participant's parent or guardian if the Participant is younger than nineteen (19) years old, and the Designated Person must inform the parent or guardian that the Participant is required to undergo a medical assessment by a physician or nurse practitioner before the Participant will be permitted to return to participation; and
 - d) The Designated Person will remind the Participant, and the Participant's parent or guardian as applicable, of the BMFA's Return-to-Sport protocol as described in this Policy.
24. Participants who have a Suspected Concussion and who are removed from participation should:
 - a) be isolated in a dark room or area and stimulus should be reduced;
 - b) be monitored;
 - c) have any cognitive, emotional, or physical changes documented;
 - d) not be left alone (at least for the first 1-2 hours);
 - e) not drink alcohol;
 - f) not use recreational/prescription drugs;
 - g) not be sent home by themselves;
 - h) not drive a motor vehicle until cleared to do so by a medical professional; and
 - i) be re-evaluated in the coming hours and days and follow guidelines regarding relative rest.
25. A Participant who has been removed from participation due to a Suspected Concussion should not return to participation until the Participant has been assessed medically, preferably by a physician who is familiar with the Sport Concussion Assessment Tool – 6th Edition (SCAT6) (for Participants over the age of twelve

(12)) or the Child SCAT6 (for Participants between eight (8) and twelve (12) years old), even if the symptoms of the concussion resolve.

- a) Evaluation of Participants via the SCAT6 or Child SCAT6 should be done within seventy-two (72) hours of injury to help ensure the clinical utility of the measurements but can be used up to a week after injury.
- b) The SCAT6 and Child SCAT6 are assessments to be used by licensed healthcare providers.

Re-Evaluate

26. A Participant with a Suspected Concussion should be evaluated by a licensed physician who should conduct a comprehensive neurological assessment of the Participant and determine the Participant's clinical status and the potential need for neuroimaging scans. Multimodal and serial evaluations should be conducted by a licensed physician/health care provider in accordance with the Sport Concussion Office Assessment Tool (SCOAT6) or Child Sport Concussion Office Assessment Tool (Child SCOAT6) in addition to the health care provider's clinical insight.

Rest and Exercise

27. Participants with a diagnosed SRC should engage in relative rest during the acute phase (twenty-four (24) to forty-eight (48) hours), which includes activities of daily living and reduced screen time.
28. Participants can return to light intensity physical activity such as walking that does not more than mildly exacerbate or worsen the Participant's symptoms during the acute phase (twenty-four (24) to forty-eight (48) hours), Participants should avoid vigorous exertion.
29. Participants must be consistently aware of their symptoms. Exercise and cognitive exertion should be stopped if concussion symptom exacerbation is more than mild and brief. Exercise may be resumed once symptoms have returned to the prior level.
30. Participants should be advised to avoid the risk of reinjury (i.e., contact, collision or fall) until determined by a qualified health care provider/licensed physician to be safe for higher risk activities.
31. Participants must consider the diverse symptoms and problems that are associated with SRCs. Rehabilitation programs that involve controlled parameters below the threshold of peak performance should be considered.
32. Should Participants experience sleep disturbance in the ten (10) days after SRC, Participants should know that these disturbances are associated with an increased risk of persisting symptoms (longer than four (4) weeks) and may warrant evaluation and treatment.

Refer

33. Participants who display persistent symptoms (i.e., symptoms that persist greater than four (4) weeks across children, adolescents, and adults) should be referred to physicians with experience handling SRCs, where the clinical environment allows.

Rehabilitation

34. If dizziness, neck pain and/or headaches persist for more than ten (10) days, Cervicovestibular Rehabilitation is recommended. This includes, combining cervical spine therapy and exercise along with vestibular rehabilitation, which is an exercise-based treatment to help with the vestibular system, which is responsible for balance and spatial orientation.
 - a) If symptoms persist beyond four (4) weeks in children and adolescents, active rehabilitation and collaborative care may be of benefit.

- b) For children, adolescents and adults with dizziness/balance problems, either vestibular rehabilitation or Cervicovestibular Rehabilitation may be of benefit.

35. In the case of a recurrence of symptoms when progressing through the return-to-learn (RTL) or return-to-sport (RTS) strategies (see below), re-evaluation and referral for rehabilitation may be of benefit to facilitate recovery.

Recovery

36. The 2022 CISG recommended that clinical evaluation and future research include three (3) components in the determination of recovery. For the purposes of this policy, practical aspects of recovery are highlighted through the RTL and RTS sections below.
37. Generally, SRCs have large adverse effects on cognitive functioning and balance during the first 24-72 hours after injury. For *most* Participants, these cognitive defects, balance and symptoms improve rapidly during the first two weeks after injury. An important predictor of slower recovery from an SRC is the severity of the Participant's initial symptoms following the first few days after the injury.
38. The below tables regarding both RTL and RTS represent a graduated return to learning and return to sport for most Participants, in particular those that did not experience high severity of initial symptoms after the following the first few days after the injury.

Return to Learn (RTL)

39. To minimise academic and social disruptions during the RTL strategy, Participants should avoid complete rest and isolation, even for the initial twenty-four (24) to forty-eight (48) hours, and instead engage in a period of relative rest. Early return to activities of daily living should be encouraged provided that symptoms are no more than mildly and briefly increased.
40. The 2022 CISG included additional recommendations with respect to environmental, physical, curriculum and testing adjustments to help accommodate Participants across several age groups and demographics. For more information, [see here](#) at page 703.
41. Not all Participants will require an RTL strategy or academic support. If symptom exacerbation occurs during cognitive activity or screen time, difficulties with reading, concentration or memory or other aspects of learning are reported, an RTL strategy, if considered appropriate by a clinician, should be implemented at the time of diagnosis and during the recovery process. A sample RTL 'timeline' can be seen as **Table 1**.

Stage	Aim	Activity	Stage Goal
1	Daily activities at home that do not result in more than a mild* exacerbation ¹ of symptoms related to the current concussion	- Typical activities of the child during the day as long as they do not increase symptoms (e.g., reading). Start with 5–15 min at a time and increase gradually. - Minimize screen time	Gradual return to typical activities
After a maximum of 24 to 48 hours after injury, progress to Stage 2			

¹ *Mild and brief exacerbation of symptoms is defined as an increase of no more than 2 points on a 0–10 point scale (with 0 representing no symptoms and 10 the worst symptoms imaginable) for less than an hour when compared with the baseline value reported prior to cognitive activity.

2	Learning activities with encouragement to Return-to-learn (as tolerated)	- Homework, reading or other light cognitive activities outside of the classroom - Take breaks and adapt activities if they result in more than mild and brief worsening of symptoms - Gradually resume screen time, as tolerated	Increase tolerance to cognitive work and connect socially with peers
If the student can tolerate learning activities, progress to Stage 3			
3	Part-time or full days learning with accommodations (as needed)	- Gradually reintroduce schoolwork - Build tolerance to the classroom and learning environment over time. Part-time learning days with access to breaks throughout the day and other accommodations may be required - Gradually reduce accommodations related to the concussion and increase workload	Increase academic activities
If the student can tolerate full days without accommodations for concussion, progress to Stage 4			
4	Return-to-learn full time	Gradually progress learning activities until a full day can be tolerated without more than mild* symptom exacerbation and without accommodations related to the concussion *(see footnote 2)	Return to full academic activities

Table 1 – Return to Learn Strategy

Return to Sport (RTS)

42. SRCs have large adverse effects on cognitive functioning and balance during the first twenty-four (24) to seventy-two (72) hours after injury. For *most* Participants, these cognitive defects, balance, and symptoms improve rapidly during the first two (2) weeks after injury. An important predictor of slower recovery from an SRC is the severity of the Participant's initial symptoms following the first few days after the injury.
43. The table below represents a graduated return to sport for most Participants, in particular those that did not experience high severity of initial symptoms after the following the first few days after the injury.

Stage	Aim	Activity	Stage Goal
1	Activities of daily living and relative rest (first 24 to 48 hours)	- Daily activities at home (e.g., preparing meals, social interactions, light walking) that do not result in more than mild and brief worsening of symptoms - Minimize screen time	Gradual reintroduction of typical activities
After a maximum of 24 to 48 hours after injury, progress to Stage 2			

2	Light aerobic exercise 2A – Light (up to approximately 55% max heart rate) then 2B – Moderate (up to approximately 70% of max heart rate).	- Stationary cycling or walking at slow to medium pace. May start light resistance training that does not result in more than mild and brief exacerbation^{2*} of concussion symptoms. - Take breaks and modify activities as needed	Increase heart rate
If the Athlete can tolerate moderate aerobic exercise, progress to Stage 3			
3	Individual sport-specific exercise, without risk of inadvertent head impact	- Add sport-specific activities (e.g., running, changing direction, individual drills) - Perform activities individually and under supervision from a teacher, parent/caregiver or coach - Progress to where the Athlete is free of concussion-related symptoms, even when exercising	Increase the intensity of aerobic activities and introduce low-risk sport-specific movements
Medical Clearance If the Athlete has completed Return-to-Learn (if applicable) and has been medically cleared, progress to Stage 4			
4	Non-contact training drills and activities	Progress to exercises with no body contact at high intensity, including more challenging drills and activities (e.g., passing drills, multi-Athlete training and practices)	Resume usual intensity of exercise, coordination and activity-related cognitive skills
If the Athlete can tolerate usual intensity of activities with no return of symptoms, progress to Stage 5			
5	Return to all non-competitive activities, full-contact practice and physical education activities	- Progress to higher-risk activities including typical training activities, full-contact sport practices and physical education class activities - Do not participate in competitive activity	Return to activities that have a risk of falling or body contact, restore confidence and assess functional skills by coaching staff
If the Athlete can tolerate non-competitive, high-risk activities, progress to Stage 6			
6	Return to sport	Unrestricted sport and physical activity	

Table 2 – Return to Sport Strategy

² *Mild and brief exacerbation of symptoms (i.e., an increase of no more than 2 points on a 0–10 point scale for less than an hour when compared with the baseline value reported prior to physical activity). Athletes may begin Stage 1 (i.e., symptom-limited activity) within 24 hours of injury, with progression through each subsequent Stage typically taking a minimum of 24 hours. If more than mild exacerbation of symptoms (i.e., more than 2 points on a 0–10 scale) occurs during Stages 1–3, the athlete should stop and attempt to exercise the next day. Athletes experiencing concussion-related symptoms during Stages 4–6 should return to Stage 3 to establish full resolution of symptoms with exertion before engaging in at-risk activities. Written determination of readiness to RTS should be provided by a healthcare provider before unrestricted RTS as directed by local laws and/or sporting regulations.

44. Participants should be allowed to engage in activities of daily living (including walking) immediately following injury, even during the initial period of twenty-four (24) to forty-eight (48) hours of relative rest.
45. There should be at least twenty-four (24) hours (or longer) for each Stage. If symptoms reoccur or worsen, the Participant should go back to the previous Stage. If symptoms continue to persist, the Participant should return to see a physician.
46. Participants can expect a minimum of one (1) week to complete the full rehabilitation strategy, but typical unrestricted RTS can take up to one (1) month post-SRC. The time frame for RTS may vary based on individual characteristics, necessitating an individualised approach to clinical management.
47. Resistance training should only be added in the later stages (Stage 3 or Stage 4). Athletes may be moved into the later stages that involve risk of head impact (typically Steps 4–6 and Step 3 if there is any inadvertent risk of head impact with sport-specific activity) following authorisation by a healthcare provider and after full resolution of concussion-related symptoms, abnormalities in cognitive function and clinical findings related to the current concussion, including the absence of symptoms with and after physical exertion.
48. The Participant's Return-to-Sport strategy should be guided and approved by a physician with regular consultations throughout the process. Specifically, progression through the later RTS strategy (Stages 4–6) should be monitored by a health care professional.
49. The Participant must provide the BMFA with a medical clearance form, signed by a physician, following Stage 5 and before proceeding to Stage 6.
50. While the RTL and RTS strategies can occur in parallel, student Athletes who are Participants should complete full RTL before unrestricted RTS.
51. The BMFA should be aware that healthcare providers should manage Participants on an individual basis, accounting for specific factors that may affect their recovery trajectory, such as pre-existing factors (i.e., migraine history, anxiety) or postinjury factors (i.e., aggravation of injury, psychological stress, social factors) that impact recovery. When symptoms are persisting, worsen or are not progressively resolving 2–4 weeks postinjury, a multimodal evaluation and referral for rehabilitation (see Rehabilitation section) is recommended.

Reconsider

52. All Participants, regardless of competition level, should be managed using the same SRC management principles.
53. Adolescents (thirteen (13) to eighteen (18) years old) and children (five (5) to twelve (12) years old) should be managed differently. SRC symptoms in children persist for up to four (4) weeks. It remains a recommendation that children and adolescents should first follow an RTL strategy before they take part in an **unrestricted** RTS strategy despite RTL and RTS strategies occurring in parallel.

Residual Effects

54. Participants should be alert for potential long-term problems such as cognitive impairment and depression. The potential for developing chronic traumatic encephalopathy (CTE) should also be a consideration, although the CISG stated that *“a cause-and-effect relationship has not yet been demonstrated between CTE and SRCs or exposure to contact sports. As such, the notion that repeated concussion or subconcussive impacts cause CTE remains unknown.”*

Retire

55. The BMFA and its Participants should understand the implications of the sport of [insert sport] and its risks, as well as decisions regarding retirement may arise following a Participant's experience(s) with SRCs.
56. The BMFA [does not have/does have] medical regulations with respect to clearance for participation in the sport of football.
 - a) [If there are medical regulations, list them here.] [Failure to meet or clear certain regulations may prompt a Participant to consider retiring from the sport.]
57. The decision to retire should include a comprehensive clinical evaluation that considers all patient, injury, sport-specific and sociocultural factors that affect the Participant and their ability to participate in football. Decisions to retire should, among other things:
 - a) be based on a discussion that provides Participants with the scientific evidence and uncertainties of their condition balanced against the benefits of participation in sport;
 - b) incorporate the Athlete's preferences and risk tolerance as well as psychological readiness to make an informed decision; and
 - c) be carefully documented and should use language that is appropriate for the health literacy of the Participant to reduce the risk that the information is misinterpreted.
58. For child or adolescent Athletes, any decision regarding retirement because of SRCs should always involved their parent/guardian. These decisions should be multidisciplinary, given concerns around RTL, and should involve all relevant parties accordingly, including, but not limited to, healthcare providers, teachers, school leadership, coaches and caregivers.
59. Should retirement occur, the Participant should be reminded of the importance of physical activity and encouraged to continue physical activity that avoids the chance of an SRC.

Refine

60. The 2022 CISG identified several areas of refinement to strengthen future consensus statements: *Para Sport, Paediatrics, the Athlete's Voice* and *Ethical Considerations, limitations and improvements*. The following are relevant for the BMFA's application of this Policy.

Paediatrics

61. Brain development in the child (five (5) to twelve (12) years) and adolescent (thirteen (13) to eighteen (18) years) and the requirement for Return-to-learn guidance necessitate modified paradigms in paediatric SRC.
62. Child and adolescent Athletes are less likely to have trained medical personnel available on site, and it is strongly recommended that the CRT6 be used by all adults supervising child and adolescent sport.
63. RTS is a priority in children and adolescents, and while full RTL is recommended before unrestricted RTS, the two strategies be implemented by the BMFA in parallel.
64. Children and adolescents with repeat concussions wishing to continue to play or to progress to the next age-level group or elite programmes required individualized assessment.

Athlete's Voice

65. It is important to include the Athlete's perspective in the process, especially topics of SRC diagnosis, retirement due to SRC, SRC in youth sport, readiness to RTS following a SRC and prevention of SRCs.

Risk Reduction and Prevention

66. The BMFA recognizes that knowing a Participant's SRC history can aid in the development of concussion management and the Return to Sport strategy. The clinical history should also include information about all previous head, face, or cervical spine injuries. The BMFA encourages Participants to make coaches and other stakeholders aware of their individual histories.

Liability

67. The BMFA shall not be liable for any Participant or other individual's use or interpretation of this Policy. Further, none of the BMFA's members, directors, officers, employees, agents, representatives, and other individuals involved in any way in the administration of this Policy shall be liable to any other individual in any way, in relation to any lawful acts or omissions committed in the honest application, administration, and/or enforcement of this Policy.

Review

68. This Policy shall be reviewed by the Board of Directors every two (2) years and may be amended by Board resolution as required to remain current and compliant with *Rowan's Law (Concussion Safety)*, 2018 and the 6th Consensus Statement on Concussion in Sport.

Enforcement

69. Failure to adhere to this Policy may permit discipline in accordance with the *Dispute and Discipline Policy*.

Last reviewed and updated in [insert month, year]

Appendix A – Concussion Code of Conduct

PART A

The following section of the *Concussion Code of Conduct* must be signed by **all Participants under the age of 26 years old**. For Participants who are younger than 18 years old, a parent/guardian must also sign this section.

I will help prevent concussions by:

- Wearing the proper equipment for my sport and wearing it correctly.
- Developing my skills and strength so that I can participate to the best of my ability.
- Respecting the rules of my sport or activity.
- Demonstrating my commitment to fair play and respect for all (respecting other Athletes, coaches, trainers and officials).

I will care for my health and safety by taking concussions seriously, and I understand that:

- A concussion is a brain injury that can have both short-term and long-term effects.
- A blow to my head, face or neck, or a blow to the body that causes the brain to move around inside the skull may cause a concussion.
- I don't need to lose consciousness to have had a concussion.
- I have a commitment to concussion recognition and reporting, including self-reporting of possible concussion and reporting to a Designated Person when an individual suspects that another individual may have sustained a concussion. (Meaning: If I think I might have a concussion I should stop participating in further training, practice or competition **immediately**, and I will tell an adult if I think another Athlete has a concussion).
- Continuing to participate in further training, practice or competition with a possible concussion increases my risk of more severe, longer lasting symptoms, and increases my risk of other injuries.

I will not hide concussion symptoms. I will speak up for myself and others.

- I will not hide my symptoms. I will tell a coach, official, trainer, parent or another adult I trust if I experience **any** symptoms of concussion.
- If someone else tells me about concussion symptoms, or I see signs they might have a concussion, I will tell a coach, official, trainer, parent or another adult I trust so they can help.
- I understand that if I have a Suspected Concussion, I will be removed from sport and that I will not be able to return to training, practice or competition until I undergo a medical assessment by a medical doctor or nurse practitioner and have been medically cleared to return to training, practice or competition.
- I have a commitment to sharing any pertinent information regarding incidents of removal from sport with my school and any other sport organization with which I have registered. (Meaning: If I am diagnosed with a concussion, I understand that letting all of my other coaches and teachers know about my injury will help them support me while I recover).

I will take the time I need to recover, because it is important for my health.

- I understand my commitment to supporting the return-to-sport process and I will follow my sport organization's Return-to-Sport Protocol.
- I understand I will have to be medically cleared by a medical doctor or nurse practitioner before returning to training, practice or competition.
- I will respect my coaches, trainers, parents, health-care professionals, and medical doctors and nurse practitioners, regarding my health and safety.

By signing here, I acknowledge that I have fully reviewed and commit to this *Concussion Code of Conduct*.

Name of Participant (print)

Signature of Participant

Date of Birth

Name of Parent or Guardian (print)

Signature of Parent or Guardian

Date

PART B

The following section of the *Concussion Code of Conduct* must be signed by **all coaches and trainers who interact with Participants under the age of 26 years old.**

I can help prevent concussions through my:

- Efforts to ensure that my Athletes wear the proper equipment and wear it correctly.
- Efforts to help my Athletes develop their skills and strength so they can participate to the best of their abilities.
- Respect for the rules of my sport or activity and my efforts to ensure that my Athletes do too.
- Commitment to fair play and respect for all (respecting other coaches, trainers, officials and all Participants and ensuring my Athletes respect others and play fair).

I will care for the health and safety of all Participants by taking concussions seriously. I understand that:

- A concussion is a brain injury that can have both short-term and long-term effects.
- A blow to the head, face, or neck, or a blow to the body may cause the brain to move around inside the skull and result in a concussion.
- A person doesn't need to lose consciousness to have had a concussion.
- An Athlete with a Suspected Concussion should stop participating in training, practice or competition **immediately**.
- I have a commitment to concussion recognition and reporting, including self-reporting of possible concussion and reporting to a Designated Person when an individual suspects that another individual may have sustained a concussion.
- Continuing to participate in further training, practice or competition with a Suspected Concussion increases a person's risk of more severe, longer lasting symptoms, and increases their risk of other injuries or even death.

I will create an environment where Participants feel safe and comfortable speaking up. I will:

- Encourage Athletes not to hide their symptoms, but to tell me, an official, parent or another adult they trust if they experience **any** symptoms of concussion after an impact.
- Lead by example. I will tell a fellow coach, official, trainer and seek medical attention by a physician or nurse practitioner if I am experiencing any concussion symptoms.
- Understand and respect that any Athlete with a Suspected Concussion must be removed from sport and not permitted to return until they undergo a medical assessment by a physician or nurse practitioner and have been medically cleared to return to training, practice or competition.
- *For coaches only:* Commit to providing opportunities before and after each training, practice and competition to enable Athletes to discuss potential issues related to concussions.

I will support all Participants to take the time they need to recover.

- I understand my commitment to supporting the Return-to-Sport process.

- I understand the Athletes will have to be cleared by a physician or nurse practitioner before returning to sport.
- I will respect my fellow coaches, trainers, parents, physicians and nurse practitioners and any decisions made with regards to the health and safety of my Athletes.

By signing here, I acknowledge that I have fully reviewed and commit to this *Concussion Code of Conduct*.

Name and role (print)

Signature

Date

CONFIDENTIALITY POLICY

Definitions

1. Terms in this Policy are defined as follows:

- a) **Confidential Information** – Personal information of Participants including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, information submitted as part of a screening process, and information submitted as part of a complaint, appeal, or dispute resolution process. Additionally, Confidential Information also includes information considered to be intellectual property of the BMFA such as data, proprietary information, membership lists, customer information, business information, and trade secrets.
- b) **Participant** – Refers to all categories of individual members and/or registrants/participants defined in the By-laws of the BMFA who are subject to the policies of the BMFA, as well as all people employed by, contracted by, or engaged in activities with, the BMFA including, but not limited to, employees, contractors, athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers.
- c) **Representative** – Refers to individuals employed by, or engaged in activities on behalf of, the BMFA. Representatives include, but are not limited to, staff, administrators, committee members, volunteers, and Directors and Officers.

Purpose

2. The purpose of this Policy is to ensure the protection of Confidential Information.
3. This Policy forms part of the BMFA's broader Safe Sport framework and supports compliance with the *Universal Code of Conduct to Prevent and Address Maltreatment in Sport* (UCCMS) and, where applicable, the Canadian Safe Sport Program (CSSP) administered by Sport Integrity Canada

Scope and Application

4. This policy applies to all Representatives.
5. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or in the public domain.
6. Participants voluntarily publishing or consenting to the publication of their personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that information for as long as it is available publicly.
7. The collection, use, and disclosure of Confidential Information is subject to the *Privacy Policy* and all applicable privacy legislation.

Responsibilities

8. Representatives will not, either during the period of their involvement/employment with the BMFA or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
9. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of the BMFA.

Complaints and Dispute Resolution

10. Information that is submitted by a party as part of a dispute resolution process is considered Confidential Information and may not be disclosed to anyone not involved with the dispute resolution process until such

time as the dispute resolution process is completed or stated otherwise in the BMFA's policies related to discipline.

11. A written decision rendered at the conclusion of a dispute resolution process, subject to the direction of the decision-maker, may not be disclosed to any individual or group other than those that are identified (such as National Sport Organizations, Provincial/Territorial Organizations, or professional associations) in the applicable policy or as stated by the decision-maker.
12. Notwithstanding the above, the BMFA may publish and/or distribute a summary letter that discloses the result of the dispute resolution process (**Appendix A – Decision Disclosure (Complaint)**) provided this letter limits the disclosure of Confidential Information and complies with **Appendix B – Discipline Decision – Publication Guidelines** and the *Privacy Policy*.
13. Discipline and appeal decisions will be retained indefinitely by the BMFA and will be provided to the applicable Discipline Panel or Appeal Panel as an aggravating factor for the purposes of progressive discipline.

Intellectual Property

14. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement with the BMFA will be owned solely by the BMFA, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. The BMFA may grant permission for others to use its intellectual property.
15. Confidential Information that is intellectual property of the BMFA will remain the property of the BMFA and, upon cessation of involvement/employment with the BMFA, for any reason, or upon request of the BMFA, Representatives will immediately return this information, as well as copies and reproductions, and any other media containing this information.

Policy Review

16. This Policy shall be reviewed by the Board of Directors every two (2) years and may be amended by Board resolution as required to remain current and compliant with applicable provincial legislation and any rules of Football Ontario and/or Football Canada.

Enforcement

17. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, suspension or expulsion from membership, or sanctions following a complaint filed pursuant to the *Dispute and Discipline Policy*.

Last reviewed and updated in [insert month, year]

Appendix A – Decision Disclosure Letter (Complaint)

[insert date]

Re: Complaint Decision

In [month year], the BMFA received a complaint naming [Respondent's Name(s)]

The BMFA addressed the complaint in a procedurally fair manner per its *Dispute and Discipline Policy*. A Discipline Panel appointed to hear the case found that the [Respondent's Name(s)] breached several sections of the *Code of Conduct and Ethics* and [insert other policies, if applicable].

The Discipline Panel decided the following sanctions:

- [insert all sanctions]

The details of the complaint and the dispute resolution process are confidential pursuant to the *Confidentiality Policy* and *Privacy Policy*.

[insert text re: if the Respondents have completed or complied with the sanction].

[insert name, position]

The BMFA

Appendix B – Discipline Decision – Publication Guidelines

1. “Publication” means the communication of information by making it known or accessible to the general public through any means, including print, telecommunication or electronic means.
2. “Notification” means providing a written copy of any discipline decision to an organization as may be required. Parties that receive a copy of a discipline decision may not publicly disclose this information, except as reasonably necessary to implement the terms of the decision and any sanction.
3. After receiving a copy of a discipline decision, the BMFA will, unless otherwise directed by a Discipline Panel or Appeal Panel, post a summary of the decision on their website or by any other means, such as social media channels, deemed appropriate by the BMFA and may communicate the summary of the decision to relevant Participants.
4. Summary discipline decisions will be published for the following durations, unless otherwise directed by a Discipline Panel or Appeal Panel or limited by applicable privacy legislation:
 - a) When a sanction or discipline is imposed for a set period that involves a Participant being restricted in their involvement with the sanctioned activities of the BMFA (such as a suspension or a probationary period) the decision will be posted for the duration of the sanction. It will be removed once the identified time has passed plus one year.
 - b) Where a sanction or discipline involves a verbal or written warning or other reprimand, the decision will be posted for one year.
 - c) If there a sanction or discipline involves a period of ineligibility, the decision will be posted for the period of ineligibility plus one year, except in the case of a sanction of permanent ineligibility. A sanction of permanent ineligibility will be posted indefinitely.
 - d) If a sanction or discipline is conditional on the completion of training, education or other conditions, the decision will be posted until the Participant has completed the required conditions to the satisfaction of the BMFA, plus one year.
5. The BMFA will notify Sport Integrity Canada of any discipline decision that involves a period of ineligibility.
6. Matters which are resolved prior to a decision of a panel being issued (such as via mediation or a negotiated settlement) will not be subject to publication, though the BMFA may notify any relevant organization of any settlement and resulting restrictions on the participation rights of a Respondent within the sanctioned activities of the BMFA.
7. Identifying information regarding minors or vulnerable Participants will never be published by the BMFA.
8. Discipline decisions involving sanctions imposed by the Canadian Safe Sport Program (CSSP) will be published according to the guidelines established by the CSSP.
9. If a minor or vulnerable Participant is sanctioned and/or disciplined under a discipline decision, any organization that receives notification of this discipline decision must keep the decision confidential, except as reasonably necessary to implement the terms of the decision.
10. All publication or notification decisions must comply with the Privacy Policy and applicable privacy legislation. The BMFA shall limit the disclosure of personal information to what is reasonably necessary and proportionate.
11. Records of all decisions will be maintained by the BMFA per the *Record Retention Policy*.

CONFLICT OF INTEREST POLICY

Definitions

1. Terms in this Policy are defined as follows:

- a) **Associated Person** – Any individual or entity (including a business) with whom the Representative has a close personal, financial, or professional relationship that could reasonably be expected to influence the Representative's objectivity.
- b) **Conflict of Interest** – Any situation in which a Representative's decision-making, which should always be in the best interests of the BMFA, is influenced or could be influenced by personal, family, financial, business, or other private interests.
- c) **Family Member** – Includes the Representative's spouse, parents, children, siblings, grandparents, grandchildren, and any other person who resides in the same household as the Representative.
- d) **Non-Pecuniary Interest** – An interest that an individual may have in a matter which may involve family relationships, friendships, volunteer positions or other interests that do not involve the potential for financial gain or loss.
- e) **Pecuniary Interest** – An interest that an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual, or for an Associated Person.
- f) **Representative** – An individual employed by, or engaged in activities on behalf of, the BMFA such as a: coach, staff member, contract personnel, volunteer, manager, administrator, committee member, and Director and Officer of the BMFA.

Background

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

Purpose

3. The BMFA strives to reduce and eliminate nearly all instances of conflict of interest at the organization – by being aware, prudent, and forthcoming about the potential conflicts. This Policy describes how Representatives will conduct themselves in matters relating to conflict of interest and how they will make decisions in situations where conflict of interest may exist.
4. This Policy supports the BMFA's commitment to safe sport principles.

Application

5. This Policy applies to all Representatives.

Onboarding

6. All new Representatives shall be provided with a copy of this Policy and shall complete **Appendix A – Annual Conflict of Interest Declaration Form** before or upon assuming their role with the BMFA.

Obligations

7. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative's personal interest and the interests of the BMFA, shall always be resolved in favour of the BMFA.
8. A Representative acting on behalf of the BMFA shall always place the BMFA's interests first.

Examples of Potential Conflicts (Non-Exhaustive)

9. The following situations commonly arise and must be disclosed:
- a) A coach, manager, or selector who is choosing from or evaluating a group of athletes that includes a Family Member
 - b) A Director participating in decisions about equipment, uniforms, or sponsorships involving a company owned by themselves or a Family Member
 - c) A volunteer official, Director, or other individual who is involved in determining discipline in a matter concerning a Family Member or close friend
 - d) Accepting gifts exceeding nominal value, free equipment, or travel benefits from suppliers, sponsors, or other companies or organizations that do business with the BMFA

Prohibited Conduct

10. Representatives will not:

- a) Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with their official duties with the BMFA, unless such business, transaction, or other interest is properly disclosed to the BMFA and approved by the BMFA
- b) Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration or who might seek preferential treatment
- c) In the performance of their official duties, give preferential treatment to Family Members, friends, colleagues, or organizations in which their Family Members, friends, or colleagues have an interest, financial or otherwise
- d) Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with the BMFA, if such information is confidential or not generally available to the public
- e) Engage in any outside work, activity, or business or professional undertaking that conflicts or appears to conflict with their official duties as a representative of the BMFA, or in which they have an advantage or appear to have an advantage on the basis of their association with the BMFA
- f) Without the permission of the BMFA, use the BMFA's property, equipment, supplies, or services for activities not associated with the performance of their official duties with the BMFA
- g) Place themselves in positions where they could, by virtue of being a Representative of the BMFA, influence decisions or contracts from which they could derive any direct or indirect benefit
- h) Accept any gift or favour (exceeding nominal value) that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being a Representative of the BMFA

Disclosure of Conflict of Interest

11. On an annual basis, all the BMFA's Directors and candidates for election to the Board, Officers, Employees, Committee Members, coaches, and team/program managers will complete a **Declaration Form** disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by the BMFA. The President (or designate) shall be responsible for collecting and reviewing all Declaration Forms and will report material conflicts to the Board and at the next meeting involving the conflicted individual. The Chair of the meeting shall review any identified potential conflicts (with the affected Representative recused) and determine appropriate management measures.
12. Representatives shall disclose real or perceived conflicts of interest to the BMFA's Board of Directors immediately upon becoming aware that a conflict of interest may exist.
13. Representatives shall also disclose any affiliations with other organizations involved with the same sport. These affiliations include any of the following roles: athlete, coach, manager, official, employee, volunteer, or Director.

Minimizing Conflicts of Interest in Decision-Making

14. Decisions or transactions that involve a conflict of interest that has been proactively disclosed by a Representative of the BMFA will be considered and decided with the following additional provisions:
 - a) The nature and extent of the Representative's interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded or noted
 - b) The Representative does not participate in discussion on the matter and leaves the meeting while the matter is being discussed and voted upon (except if requested by the Board to remain solely to provide information during the discussion)
 - c) The Representative abstains from voting on the decision
 - d) For Board-level decisions, the Representative does not count toward quorum
 - e) The decision is confirmed to be in the best interests of the BMFA
15. Minutes of meetings of the Board must record conflicts of interest, disclosures, recusals, and the reasons why any of these occurred.
16. For potential conflicts of interest involving employees, the BMFA's Board will determine whether there is a conflict and, if one exists, the employee will resolve the conflict by ceasing the activity giving rise to the conflict. The BMFA will not restrict employees from accepting other employment contracts or volunteer appointments provided these activities do not diminish the employee's ability to perform the work described in the employee's job agreement with the BMFA or give rise to a conflict of interest.

Conflict of Interest Complaints

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

Review

21. This Policy shall be reviewed by the Board of Directors every two (2) years and may be amended by Board resolution as required to remain current and compliant with applicable provincial legislation and any rules of Football Ontario and/or Football Canada.

Enforcement

22. Failure to adhere to this Policy may permit discipline in accordance with the *Dispute and Discipline Policy*.

Appendix A – Annual Conflict of Interest Declaration Form

Name: _____ Date: _____

Position(s)/Role(s) with the BMFA (e.g., Director, Coach, Equipment Manager):

1. Acknowledgement

I confirm that:

- I have received, read, and understand the *Conflict of Interest Policy*.
- I agree to comply with it fully.
- I will disclose any new real or perceived conflict immediately as it arises, prior to any related discussion or decision.

2. Current Conflicts or Potential Conflicts

Please check one and provide details below if applicable:

☐ I have **NO known real or perceived conflicts of interest** (pecuniary or non-pecuniary) with the BMFA at this time, including no undisclosed interests that could influence (or appear to influence) my decisions for the BMFA.

☐ I **DO have one or more real or perceived conflicts** to declare (use the space below or attach additional pages).

Details of declared interests (describe fully: nature, who is involved, how it relates to the activities of the BMFA, e.g., "My child participates in the program I coach"; "My spouse owns a sporting goods store that supplies equipment to the BMFA"; "I am also a coach/volunteer with **[insert other sport associations]**"):

3. Affiliations with Other Football Organizations / Other Sport Organizations

As required by the Policy (Section 11), list any current or recent roles with other organizations involved in the same sport or related sports (e.g., participant, coach, manager, official, employee, volunteer, Director):

Organization: _____ Role: _____

Organization: _____ Role: _____

(Add more lines if needed)

4. Certification

I certify that the information provided above is complete and accurate to the best of my knowledge. I understand that failure to disclose may result in disciplinary action under the Policy.

Signature: _____ Printed Name: _____

Submission Instructions: Return completed form to the President (or designate) within 30 days of assuming your role and annually thereafter. Forms will be reviewed confidentially and retained by the BMFA.

PRIVACY POLICY

Definitions

1. Terms in this Policy are defined as follows:
 - a) **Commercial Activity** – Any particular transaction, act or conduct that is of a commercial character. Examples of commercial activity that an amateur sport organization might engage in include selling merchandise or equipment, charging admission to spectator events, selling sponsorship packages that include promotional benefits, renting facilities to third parties for profit, or selling advertising space. Most core activities of amateur sport organizations (such as membership registration, program delivery, coaching, and event organization) are generally not considered commercial activities.
 - b) **IP Address** – A numerical label that is assigned to electronic devices participating in a computer network that uses internet protocol for communication between devices.
 - c) **Participant** – Refers to all categories of individual members and/or registrants defined in the By-laws of the BMFA who are subject to the policies of the BMFA, as well as all people employed by, contracted by, or engaged in activities with, the BMFA including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers.
 - d) **Personal Information** – Any information about an individual that relates to the person's personal characteristics, including, but not limited to, gender, age, income, home address or phone number, ethnic background, family status, health history, and health conditions.
 - e) **Representative** – An individual employed by, or engaged in activities on behalf of, the BMFA such as a: coach, staff member, contract personnel, volunteer, manager, administrator, committee member, and Director and Officer of the BMFA.
 - f) **UCCMS** – The *Universal Code of Conduct to prevent and address Maltreatment in Sport*, as amended from time to time by Sport Integrity Canada.

General

2. Privacy of Personal Information is governed by the federal *Personal Information Protection and Electronic Documents Act* ("PIPEDA"). This policy describes the way that the BMFA collects, uses, safeguards, discloses, and disposes of Personal Information, and states the BMFA's commitment to collecting, using, and disclosing Personal Information responsibly. This Policy is based on the standards required by PIPEDA and the BMFA's interpretation of these responsibilities.
3. The purpose of this Policy is to govern the collection, use and disclosure of Personal Information in a manner that recognizes the right to privacy of Participants with respect to their Personal Information and the need of the BMFA to collect, use or disclose Personal Information.
4. This Policy forms part of the BMFA's broader Safe Sport framework and supports compliance with the UCCMS and, where applicable, the Canadian Safe Sport Program (CSSP) administered by Sport Integrity Canada.

Application of this Policy

5. This Policy applies to all Personal Information collected, used, or disclosed by the BMFA in connection with any of its activities, including the Personal Information of employees, volunteers, athletes, coaches, officials, and all other Participants and Representatives.
6. Many amateur sport organizations are not directly subject to PIPEDA because their activities are not considered commercial in nature. Nevertheless, the BMFA has chosen to adopt this Policy and to follow the principles of PIPEDA as a matter of best practice and to demonstrate its commitment to protecting the privacy of all Participants. This Policy does not create any new legal rights or obligations beyond those already required by law.

7. This Policy applies to the Personal Information of all employees, volunteers, and other Representatives, including information collected during recruitment, employment, or volunteer engagement. Employee and volunteer information is handled in accordance with this Policy and any applicable employment contracts or agreements.

Alignment

8. The BMFA may share Personal Information with national or provincial/territorial sport organizations when such sharing is necessary for registration, eligibility, safe sport compliance, or other legitimate purposes consistent with this Policy. All such sharing will be conducted in accordance with the consent and limiting collection/use provisions of this Policy.

Obligations

9. The BMFA and its Representatives will collect, use and disclose Personal Information responsibly and in accordance with this Policy. Representatives will not:
 - a) Disclose Personal Information to a third party during any business or transaction unless such business, transaction or other interest is properly consented to in accordance with this Policy;
 - b) Knowingly place themselves in a position where they are under obligation to any organization to disclose Personal Information;
 - c) In the performance of their official duties, disclose Personal Information to family members, friends or colleagues, or to organizations in which their family members, friends or colleagues have an interest;
 - d) Derive personal benefit from Personal Information that they have acquired during the course of fulfilling their duties with the BMFA; or
 - e) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of Personal Information.

Accountability

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

The BMFA

[insert email address]

11. The Privacy Officer will:
 - a) Implement procedures to protect Personal Information;
 - b) Establish procedures to receive and respond to complaints and inquiries;
 - c) Record all persons having access to Personal Information;
 - d) Ensure any third-party providers abide by this Policy; and
 - e) Train and communicate to staff information about the BMFA's privacy policies and practices.
12. The BMFA shall be responsible to ensure that the employees, contractors, agents, and volunteers are compliant with this Policy.

Identifying Purposes

13. Personal Information may be collected from Participants and prospective Participants for purposes that include, but are not limited to, the following:

Communications:

- a) Sending communications in the form of e-news or a newsletter with content related to the BMFA programs, events, fundraising, activities, discipline, appeals, and other pertinent information;
- b) Publishing articles, media relations and postings on the BMFA's website, displays or posters;

- c) Award nominations, biographies, and media relations;
- d) Communication within and between Representatives;
- e) Discipline results and long-term suspension list;
- f) Checking residency status; or
- g) Posting images, likeness or other identifiable attributes to promote the BMFA.

Registration, Database Entry and Monitoring:

- a) Registration of programs, events and activities;
- b) Sport Integrity Canada's Database and/or Public Registry entry;
- c) Database entry at the Coaching Association of Canada and to determine level of coaching certification coaching qualifications and coach selection;
- d) Database entry to determine level of officiating certification and qualifications;
- e) Determination of eligibility, age group and appropriate level of play/competition;
- f) Athlete registration, outfitting uniforms, and various components of athlete and team selection;
- g) Technical monitoring, officials training, educational purposes, sport promotion, and media publications;
- h) Selection;
- i) Implementation of classification; or
- j) Technical monitoring, coach/club review, officials training, educational purposes, media publications, and sport promotion.

Sales, Promotions and Merchandising:

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

General:

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

14. The BMFA shall seek consent from individuals when Personal Information is used for Commercial Activity not previously identified. This consent will be documented as to when and how it was received.

Consent

15. The BMFA shall obtain consent by lawful means from individuals at the time of collection and prior to the use or disclosure of this information. The BMFA may collect Personal Information without consent where reasonable to do so and where permitted by law.
16. By providing Personal Information to the BMFA, the Participant is consenting to the use of the information for the purposes identified in this Policy.
17. A Participant may submit a request to the Privacy Officer, in writing, to withdraw consent to the collection, use or disclosure of Personal Information at any time, subject to legal or contractual restrictions, including under the CSSP Consent Form (if applicable). The BMFA will inform the Participant of the implications of such withdrawal.
18. Consent shall not be obtained from individuals who are minors, seriously ill, or mentally incapacitated. Consent shall therefore be obtained from a parent, legal guardian or person having power of attorney of such an individual.

19. The BMFA is not required to obtain consent for the collection of Personal Information if:
- a) It is clearly in the Participant's interests and consent is not available in a timely way;
 - b) Knowledge and consent would compromise the availability or accuracy of the information and collection is required to investigate a breach of an agreement or contravention of a federal or territorial law;
 - c) The information is for media or journalistic purposes; or
 - d) The information is publicly available as specified in PIPEDA.
20. The BMFA may use Personal Information without the Participant's knowledge or consent only:
- a) If the BMFA has reasonable grounds to believe the information could be useful when investigating a contravention of a federal, territorial or foreign law and the information is used for that investigation;
 - b) For an emergency that threatens an individual's life, health or security;
 - c) To aggregate information for statistical or scholarly study or research;
 - d) If it is publicly available as specified in PIPEDA;
 - e) If the use is clearly in the individual's interest and consent is not available in a timely way; or
 - f) If knowledge and consent would compromise the availability or accuracy of the information and collection was required to investigate a breach of an agreement or contravention of a federal or territorial law.

Exceptions for Disclosure

21. The BMFA may disclose Personal Information without the Participant's knowledge or consent only:
- a) To a lawyer representing the BMFA;
 - b) To collect a debt the individual owes to the BMFA;
 - c) To comply with a subpoena, a warrant or an order made by a court or other body with appropriate jurisdiction;
 - d) To a government institution that has requested the information, identified its lawful authority, and indicated that disclosure is for the purpose of enforcing, carrying out an investigation, or gathering intelligence relating to any federal, territorial or foreign law; or that suspects that the information relates to national security or the conduct of international affairs; or is for the purpose of administering any federal or territorial law;
 - e) To an investigative body named in PIPEDA or government institution on the BMFA's initiative when the BMFA believes the information concerns a breach of an agreement, or a contravention of a federal, territorial, or foreign law, or suspects the information relates to national security or the conduct of international affairs;
 - f) To an investigative body for the purposes related to the investigation of a breach of an agreement or a contravention of a federal or territorial law;
 - g) In an emergency threatening the Participant's life, health, or security (the BMFA must inform the Participant of the disclosure);
 - h) To aggregate information for statistical, scholarly study or research;
 - i) To an archival institution;
 - j) 20 years after the individual's death or 100 years after the record was created;
 - k) If it is publicly available; or
 - l) If otherwise required by law.

Limiting Collection, Use, Disclosure and Retention

22. The BMFA shall not collect, use or disclose Personal Information indiscriminately. Information collected will be for the purposes specified in this Policy, except with the consent of the individual or as required by law.
23. Personal Information shall be retained as long as reasonably necessary to enable participation in the BMFA, to maintain accurate historical records and/or as may be required by law.
24. Documents shall be securely destroyed.

Safeguards

25. Personal Information shall be protected by security safeguards appropriate to the sensitivity of the information against loss or theft, unauthorized access, disclosure, copying, use or modification.

Breaches

26. The BMFA is required to report breaches of its security safeguards and any unauthorized disclosure of, or access to, Personal Information to the Office of the Privacy Commissioner if the breach, disclosure, or access may pose a “real risk of significant harm” to an individual. A “real risk of significant harm” is defined as: “Bodily harm, humiliation, damage to reputation or relationships, loss of employment, business or professional opportunities, financial loss, identity theft, negative effects on the credit record and damage to or loss of property”.
27. The BMFA will report the breach or unauthorized access or disclosure to the Office of the Privacy Commissioner in the form and format specified by the Office of the Privacy Commissioner or will be subject to financial penalties.
28. In addition to reporting the breach or unauthorized access or disclosure, the BMFA will keep records of the breach and inform affected individuals.

Individual Access

29. Upon written request, and with assistance from the BMFA, a Participant may be informed of the existence, use and disclosure of their Personal Information and shall be given access to that information. Further, a Participant is entitled to be informed of the source of the Personal Information along with an account of third parties to whom the information has been disclosed.
30. Requested information shall be disclosed to the individual within thirty (30) days of receipt of the written request at no cost to the Participant, or at nominal costs relating to photocopying expenses, unless there are reasonable grounds to extend the time limit.
31. A Participant may be denied access to their Personal Information if the information:
- a) Cannot be disclosed for legal, security, or commercial proprietary purposes; or
 - b) Is subject to solicitor-the BMFA privilege or litigation privilege.
32. Upon refusal, the BMFA shall inform the Participant the reasons for the refusal and the associated provisions of PIPEDA.
33. Sufficient information shall be required to confirm a Participant’s identity prior to providing the Participant an account of the existence, use, and disclosure of Personal Information.

Challenging Compliance

34. A Participant shall be able to challenge compliance with this Policy and PIPEDA to the Privacy Officer.
35. Upon receipt of a compliance complaint the BMFA shall:
- a) Record the date the complaint is received;
 - b) Notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
 - c) Acknowledge receipt of the complaint by way of written communication and clarify the nature of the complaint within three (3) days of receipt of the complaint;
 - d) Appoint an investigator using personnel of the BMFA or an independent investigator, who shall have the skills necessary to conduct a fair and impartial investigation and shall have unfettered access to all relevant file and personnel, within ten (10) days of receipt of the complaint;
 - e) Upon completion of the investigation and within twenty-five (25) days of receipt of the complaint, the investigator will submit a written report to the BMFA; and

- f) Notify the complainant to the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures within thirty (30) days of receipt of the complaint.
36. The BMFA shall not dismiss, suspend, demote, discipline, harass or otherwise disadvantage any Director, officer, employee, committee member volunteer, trainer, contractor, and other decision-maker within the BMFA or deny that person a benefit because the individual, acting in good faith and on the basis of reasonable belief:
- a) Disclosed to the Office of the Privacy Commissioner that the BMFA has contravened or is about to contravene PIPEDA;
 - b) Has done or stated an intention of doing anything that is required to be done in order to avoid having any person contravene PIPEDA; or
 - c) Has refused to do or stated an intention of refusing to do anything that is in contravention of PIPEDA.

IP Address

37. The BMFA may collect IP Addresses and other technical data through its website or online platforms for security, analytics, and operational purposes. Such information is treated as Personal Information and handled in accordance with this Policy.

Policy Review

38. This Policy shall be reviewed by the Board of Directors every two (2) years and may be amended by Board resolution as required to remain current and compliant with applicable provincial legislation and any rules of Football Ontario and/or Football Canada.

Enforcement

39. A breach of any provision in this Policy may be subject to legal recourse, termination of the employment or volunteer position, suspension or expulsion from membership, or sanctions following a complaint filed pursuant to the *Dispute and Discipline Policy*.

Last reviewed and updated in [insert month, year]

EMPLOYEE AND VOLUNTEER MANAGEMENT POLICY

Definitions

1. Terms in this Policy are defined as follows:
 - a) **Employee** – An individual employed by the BMFA on a full-time, part-time, or term basis, whether paid by salary or hourly wage.
 - b) **Lead Supervisor** – The individual responsible for the day-to-day supervision of Employees (typically the Executive Director, General Manager, or President's designate).
 - c) **Participant** – Refers to all categories of individual members and/or registrants defined in the By-laws of the BMFA who are subject to the policies of the BMFA, as well as all people employed by, contracted by, or engaged in activities with, the BMFA including, but not limited to, employees, contractors, athletes, coaches, instructors, officials, volunteers, managers, administrators, parents or guardians, spectators, committee members, and Directors and Officers.
 - d) **Volunteer** – An individual who provides services to the BMFA without monetary compensation, including coaches, officials, managers, committee members, and event helpers. Volunteers are not considered Employees under the *Ontario Employment Standards Act, 2000*.

Purpose

2. The purpose of this Policy is to establish clear, fair, and consistent standards for the management of Employees and Volunteers. The BMFA recognizes that its paid staff and volunteers are essential to achieving its mission and delivering safe, high-quality sport programs. This Policy sets out the rights and responsibilities of both the BMFA and its Employees and Volunteers.

Application

3. This Policy applies to all Employees (full-time, part-time, and term) and all Volunteers of the BMFA.
4. This Policy does not apply to independent contractors, consultants, or interns/co-op students. These individuals are governed by their written contract or agreement.

Legal Framework

5. The BMFA complies with the *Ontario Employment Standards Act, 2000 (ESA)*, the *Occupational Health and Safety Act*, the *Ontario Human Rights Code*, all other applicable legislation. This Policy reflects the minimum standards set by these laws.

The Employee / Volunteer Relationship

6. The BMFA is committed to providing:
 - a) Meaningful work that offers opportunities for professional and personal development;
 - b) A safe and respectful work environment;
 - c) Clear expectations and regular feedback;
 - d) Recognition of contributions; and
 - e) An organizational culture that upholds the values of the BMFA and the principles of safe sport.
7. In return, the BMFA expects all Employees and Volunteers to:
 - a) Adhere to all policies of the BMFA, including the *Code of Conduct and Ethics*, *Athlete Protection Policy*, *Screening Policy*, and this Policy;
 - b) Perform their duties to the best of their abilities and in the best interests of the BMFA;
 - c) Act professionally and ethically at all times;
 - d) Maintain confidentiality of organizational and participant information;
 - e) Immediately report any concerns regarding safe sport, harassment, or workplace safety; and
 - f) Disclose any changes in personal information relevant to their role.

8. Volunteers are not employees and are not entitled to the employment-related rights and benefits provided to Employees under this Policy or the ESA, except where expressly stated.

Employment Agreement

9. All Employees must sign a written Employment Agreement before commencing work. The Employment Agreement outlines position, duties, compensation, benefits (if applicable), and other terms of employment.
10. Where there is any inconsistency between this Policy and an individual Employment Agreement, the Employment Agreement will prevail.

Probationary Period

11. New Employees will normally serve a probationary period of three (3) months (or as specified in the Employment Agreement). During this period, either party may terminate the employment relationship without notice or pay in lieu of notice, subject to minimum statutory requirements under the ESA.

Supervision

12. The Lead Supervisor is responsible for the day-to-day supervision and direction of all Employees. Volunteers are supervised by the appropriate program lead, Director, coach, or committee chair.

Hours of Work and Overtime

13. The standard work week for Employees is forty-four (44) hours. The standard workday is eight (8) hours.
14. Employees are entitled to overtime pay at the rate of one and one-half (1.5) times their regular rate for all hours worked in excess of forty-four (44) hours in a week. Overtime must be pre-approved by the Lead Supervisor.
15. The BMFA will maintain accurate records of hours worked by all Employees in accordance with the ESA. Certain managerial or supervisory Employees may be exempt from overtime entitlements. Any such exemption will be clearly stated in the Employment Agreement.

Vacation and Public Holidays

16. Employees are entitled to vacation with pay in accordance with the ESA. During the first five (5) years of employment, Employees earn two (2) weeks of vacation (four percent (4%) vacation pay). After five (5) years of employment, Employees earn three (3) weeks of vacation (six percent (6%) vacation pay). Vacation pay will be calculated and paid in accordance with ESA requirements.
17. Employees are entitled to nine (9) paid public holidays per year: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.
18. Employees who work on a public holiday are entitled to public holiday pay plus premium pay or a substitute day off, as required by the ESA.

Leaves of Absence

19. Employees are entitled to unpaid leaves of absence as provided under the ESA, including but not limited to pregnancy leave, parental leave, sick leave, family responsibility leave, bereavement leave, domestic or sexual violence leave, family caregiver leave, and other leaves as may be amended from time to time. Eligibility and duration of each leave shall be determined in accordance with the current provisions of the ESA.

Progressive Discipline

20. The BMFA is committed to supporting Employees and Volunteers to succeed in their roles. Where performance or conduct concerns arise, the BMFA will generally follow a progressive discipline approach, which may include:
 - a) Verbal discussion and coaching;

- b) Written warning;
- c) Suspension (with or without pay, where permitted by law); and
- d) Termination of employment or volunteer relationship.

- 21. In cases of serious misconduct (e.g., breach of the *Code of Conduct and Ethics*, harassment, violence, theft, or gross insubordination), the BMFA may proceed directly to suspension or termination.
- 22. For Employees, the BMFA will generally follow a progressive discipline approach.
- 23. For Volunteers, the BMFA may apply disciplinary measures as appropriate in the circumstances.

Termination of Employment

- 24. The BMFA may terminate employment with or without cause in accordance with the ESA and the Employment Agreement. Employees are entitled to notice or pay in lieu of notice based on length of service as set out in the ESA.

Termination of Volunteer Relationship

- 25. The BMFA may end a volunteer relationship at any time, with or without notice, if it determines that the volunteer's continued involvement is not in the best interests of the BMFA or its Participants.

Health and Safety

- 26. The BMFA is committed to providing a safe work environment for Employees and Volunteers and will comply with the *Occupational Health and Safety Act*.

Accessibility

- 27. The BMFA is committed to providing an accessible environment for all Participants, Employees, and Volunteers.
- 28. The BMFA acknowledges its obligations under the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*. Under the AODA:
 - a) Organizations with 1 to 49 Employees are not required to have a written accessibility policy or multi-year accessibility plan but must still meet general accessibility standards for customer service, information and communications, and employment.
 - b) Organizations with 50 or more Employees are required to develop and maintain a written accessibility policy and a multi-year accessibility plan.
- 29. The BMFA currently has fewer than 50 employees and is therefore not required to maintain a formal written accessibility policy or multi-year plan. Nevertheless, the BMFA is committed to meeting its obligations under the AODA by:
 - a) Providing accessible customer service;
 - b) Making reasonable efforts to remove barriers for persons with disabilities;
 - c) Accommodating the needs of Employees and Volunteers with disabilities in accordance with *the Ontario Human Rights Code* and the AODA; and
 - d) Continuously improving accessibility in all aspects of its programs, services, and facilities.
- 30. Any request for accommodation will be considered on an individual basis.

Workplace Respect, Harassment, and Violence

- 31. The BMFA maintains a zero-tolerance policy toward workplace harassment, sexual harassment, and violence. All complaints will be investigated promptly and fairly in accordance with the BMFA's *Workplace Harassment and Violence Policy*.

32. Per the *Occupational Health and Safety Act*, when the BMFA has at least one (1) Employee, it must have a *Workplace Harassment and Violence Policy*.

Record Keeping

33. The BMFA will maintain personnel files for Employees and appropriate records for Volunteers in accordance with its *Record Retention Policy* and applicable legislation.

Policy Review

34. This Policy shall be reviewed by the Board of Directors every two (2) years and may be amended by Board resolution as required.

Enforcement

35. Failure to adhere to this Policy may result in disciplinary action up to and including termination of employment or volunteer relationship, in accordance with the *Dispute and Discipline Policy*.

Last reviewed and updated in [insert month, year]

Appendix A – Workplace Harassment and Violence Policy

Definitions

1. Terms in this Policy are defined as follows:
 - a) **Employee** – An individual employed by the BMFA on a full-time, part-time, or term basis, whether paid by salary or hourly wage.
 - b) **Harassment** – Vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
 - c) **Sexual Harassment** – Any unwelcome sexual comment, advance, or conduct of a sexual nature.
 - d) **Volunteer** – An individual who provides services to the BMFA without monetary compensation, including coaches, officials, managers, committee members, and event helpers. Volunteers are not considered Employees under the *Ontario Employment Standards Act, 2000*.
 - e) **Workplace Violence** – The exercise or threat of physical force that causes or could cause injury.

Purpose

2. The BMFA is committed to providing a safe, respectful, and inclusive work environment free from harassment, sexual harassment, and violence. This Policy establishes zero tolerance for such behaviour and outlines how complaints will be addressed.

Application

3. This Policy applies to all Employees and Volunteers in all activities related to the BMFA, whether at the workplace, during events, training, travel, or electronic communications.

Prohibited Conduct

4. The BMFA prohibits all forms of Harassment, Sexual Harassment, and Workplace Violence. Examples include, but are not limited to:
 - a) Offensive jokes, slurs, or comments;
 - b) Unwelcome physical contact;
 - c) Bullying or intimidation;
 - d) Threats or acts of violence;
 - e) Retaliation against anyone who reports or participates in an investigation.

Responsibilities

5. All Employees and Volunteers must treat others with respect and refrain from any prohibited conduct.
6. All Employees and Volunteers must:
 - a) Treat others with respect;
 - b) Refrain from prohibited conduct; and
 - c) Report any incident of harassment or violence immediately.
7. The BMFA will:
 - a) Provide training on this Policy;
 - b) Investigate all complaints promptly and fairly; and
 - c) Take appropriate corrective action, up to and including termination of employment or volunteer status.
8. The BMFA will maintain a program to implement this Policy as required by the *Occupational Health and Safety Act*, including providing information and instruction to all Employees and Volunteers on the contents of the Policy and the right to report incidents.

Reporting and Investigation

9. Complaints of harassment or violence will be addressed in accordance with the BMFA's *Dispute and Discipline Policy*. All complaints will be handled confidentially to the extent possible, and no person will suffer retaliation for making a good-faith complaint or participating in an investigation.

Review

10. This Policy shall be reviewed by the Board of Directors every two (2) years and may be amended by Board resolution as required to remain current and compliant with applicable provincial legislation and any rules of Football Ontario and/or Football Canada.

Enforcement

11. Failure to adhere to this Policy may result in disciplinary action, up to and including termination of employment or volunteer relationship, in accordance with the *Dispute and Discipline Policy*.

FINANCIAL MANAGEMENT POLICY

Definitions

1. Terms in this Policy are defined as follows:
 - a) **Authorized Person** – Any Director, Officer, staff member (where employed), Treasurer, Senior Staff Person, or other individual who has been granted authority by the Board to incur, approve, or oversee expenses or financial transactions on behalf of the BMFA.
 - b) **Board** – the Board of Directors of the BMFA.
 - c) **Treasurer** – the Officer appointed by the Board (or directly elected by the Members, per the By-laws) with primary responsibility for financial oversight.
 - d) **Senior Staff Person** – the most senior staff member (e.g., Executive Director, General Manager), when the BMFA employs staff.

Purpose

2. The purpose of this Policy is to establish clear and transparent financial management practices that ensure the long-term financial health and sustainability of the BMFA. This Policy distinguishes between governance responsibilities (reserved for the Board of Directors) and operational responsibilities (delegated to staff, when applicable).

Application

3. This Policy applies to all Authorized Persons of the BMFA, including Directors, Officers, staff (where employed), and any individuals authorized to handle financial matters.

Governance Responsibilities of the Board

4. The Board is responsible for:
 - a) Approving the annual budget and any material revisions.
 - b) Approving the annual financial statements.
 - c) Ensuring the Treasurer monitors the performance of financial duties.
 - d) Ensuring adequate financial controls and risk management practices are in place.
 - e) Overseeing the BMFA's financial position and long-term sustainability.
 - f) Approving any borrowing, lines of credit, or investments.
5. The Board may delegate specific operational financial responsibilities to the Senior Staff Person (when employed) or to the Treasurer. Any such delegation shall be documented in writing and shall not relieve the Board of its ultimate governance and oversight responsibilities.
6. When the BMFA does not have a Treasurer, the Board may delegate the governance financial matters to another Director.

Financial Planning and Budgeting

7. The fiscal year of the BMFA shall be [insert fiscal year].
8. The Treasurer (or Senior Staff Person where applicable) shall prepare a proposed annual budget and present it to the Board for approval no later than [insert date] each year.
9. The approved budget shall serve as the primary financial control document. Any expenditure not contemplated in the approved budget, or any material variance, requires prior Board approval.

Financial Reporting

10. The Treasurer (or Senior Staff Person where applicable) shall provide the Board with regular financial reports that include, at minimum:
 - a) A statement of financial position

- b) A statement of operations (revenues and expenses) compared to budget
 - c) A summary of any significant variances
11. In accordance with the Canadian Sport Governance Code, the Board shall receive and review financial reports on a regular basis and shall ensure that financial information is presented in a clear, accurate, and timely manner to support effective decision-making.

Signing Officers

12. Signing authority for banking, cheques, electronic transfers, and contracts shall be determined annually by the Board.
13. At minimum, two (2) signing officers are required for all financial transactions. Signing officers shall normally be chosen from among the President, Treasurer, Secretary, and (where the BMFA employs staff) the Senior Staff Person.
14. No signing officer may sign a cheque, transfer, or contract payable to themselves or to a person or entity in which they have a direct or indirect financial interest. Such transactions require approval by the Board with the interested party recused.
15. Any contract or financial commitment with a value exceeding \$[insert amount] requires prior Board approval.

Expense Reimbursement

16. All expenses incurred on behalf of the BMFA must be reasonable, necessary, and properly documented.
17. Where the BMFA employs staff, the Senior Staff Person shall review and approve expense claims from Directors, staff and volunteers (subject to any monetary limits set by the Board). Where no staff are employed, the Treasurer (or another designated Director) shall perform this function.
18. Original receipts or appropriate supporting documentation must accompany all claims. Claims must be submitted within seven (7) days of the expense being incurred.
19. An Expense Reimbursement Form is attached as **Appendix A**.

Company Credit Card Use (when applicable)

20. Corporate credit cards may be issued only with prior Board approval.
21. Credit cards may be issued to the Treasurer and/or the Senior Staff Person (where employed) or to another individual as determined by the Board. The Board shall determine card limits.
22. Credit cards shall be used solely for legitimate business expenses of the BMFA. Personal use is strictly prohibited.
23. Cardholders must submit all receipts and reconcile transactions monthly. Credit card statements shall be reviewed quarterly by the Treasurer (or by the Board when no staff are employed). Any unauthorized or personal charges must be reimbursed immediately by the cardholder.

Accounts Payable and Receivable

24. Accounts payable shall be paid within the terms of supplier invoices or, where no terms are specified, within sixty (60) days.
25. Accounts receivable terms shall be net thirty (30) days. An up-to-date listing of accounts receivable shall be maintained and reviewed regularly by the Treasurer (or Senior Staff Person where applicable).

Banking and Investments

26. All funds of the BMFA shall be deposited in accounts held in the name of the BMFA at a reputable financial institution approved by the Board.
27. The Board may authorize the investment of surplus funds in low-risk instruments consistent with the preservation of capital and the BMFA's liquidity needs.

Annual Financial Review / Audit

28. The Board shall determine annually whether to conduct a formal audit, a review engagement, or a compilation of the financial statements, taking into account the requirements described in the By-laws, the size of the BMFA, funding requirements, and any obligations under the applicable incorporation legislation or applicable sport funding agreements.

Record Keeping and Retention

29. The BMFA shall maintain complete and accurate financial records. Financial records shall be retained in accordance with applicable legislation and the *Record Retention Policy*.

Conflict of Interest

30. All financial decisions shall be made in accordance with the *Conflict of Interest Policy*. Any actual or perceived conflict of interest related to financial matters must be disclosed and managed in accordance with that Policy.

Policy Review

31. This Policy shall be reviewed by the Board of Directors every two (2) years and may be amended by Board resolution as required.

Last reviewed and updated in [insert month, year]

Appendix A – Expense Reimbursement Form

Instructions: Please complete this form and attach all original receipts. Submit to the Treasurer (or Senior Staff Person where applicable) within seven (7) days of the expense being incurred.

Claimant Information

Name: _____ Date: _____

Position/Role: _____ Email: _____

Expense Details

Date	Description of Expense	Purpose / Business Reason	Amount (\$)	Receipt Attached (Y/N)
-------------	-------------------------------	----------------------------------	--------------------	-------------------------------

Total Amount Claimed: \$ _____ *(attach as additional pages if necessary)*

I confirm that:

- ☐ All expenses claimed are reasonable, necessary, and incurred for legitimate business for the BMFA.
- ☐ No personal expenses are included in this claim.
- ☐ All supporting documentation is attached.

Signature: _____ Date: _____

Approved by: _____ Date: _____ Position: _____

Notes / Adjustments (if any):

RECORD RETENTION POLICY

Preamble

1. The BMFA recognizes that proper record retention is essential to effective governance, legal compliance, risk management, and the delivery of safe sport programs. Accurate and accessible records support accountability, demonstrate due diligence in screening, dispute resolution, privacy protection, and financial stewardship, and assist the organization in defending against potential claims or regulatory inquiries.
2. This Policy establishes standardized minimum retention periods for all records generated or collected under the BMFA's policies.

Purpose

3. The purpose of this Policy is to provide a comprehensive schedule of records that must be retained, the minimum periods for which they must be kept, and the rationale for each period.

Application

4. This Policy applies to all records created, received, or maintained by the BMFA in the course of its operations, including those required by any of its policies, regardless of format (paper or electronic).

General Principles

5. All records containing personal information shall be collected, used, stored, and disclosed in accordance with the *Privacy Policy*.
6. Records shall be stored securely with access restricted to authorized individuals (e.g., the Screening Officer, Privacy Officer, or Board designate).
7. Electronic records shall be maintained in a secure, backed-up system; paper records shall be kept in locked storage.
8. At the end of the applicable retention period, records shall be securely destroyed (shredding for paper; permanent, secure deletion for electronic files). Destruction should be documented.
9. The Board of Directors may extend any retention period where required by law, for ongoing litigation, or for legitimate governance needs, and shall provide written reasons for any such extension.
10. Nothing in this Policy overrides any longer retention requirement imposed by statute, regulation, or court order.

Review

11. This Policy shall be reviewed by the Board of Directors every two (2) years and may be amended by Board resolution as required to remain current and compliant with applicable provincial legislation and any rules of Football Ontario and/or Football Canada.

Enforcement

12. Failure to adhere to this Policy may permit discipline in accordance with the *Dispute and Discipline Policy*.

Last reviewed and updated in [insert month, year]

Records Retention Schedule

The following table identifies every record required to be retained, the specific policy that generates the requirement, the recommended minimum retention period, and the rationale.

Policy	Document	Description	Recommended Minimum Retention Period	Rationale / Notes
Screening Policy	Criminal Record Check (CRC) / Enhanced Police Information Check (E-PIC) / Vulnerable Sector Check (VSC)	All police checks and attestations submitted by participants	3 years from date of receipt (or until next check is obtained)	Aligns with renewal requirement; supports safe-sport due diligence
Screening Policy	Screening Attestations / Annual Renewal Attestations	Written attestations that no new charges, convictions, or sanctions exist	1 year after submission (or until next renewal)	Short-term annual compliance document
Screening Policy	Letters of Reference (for applicants under 18)	Up to two letters for young applicants	3 years after the individual leaves the organization	Supporting documentation for youth applicants
Screening Policy	Request for Vulnerable Sector Check (Appendix A)	The letter sent to police services	3 years after issuance	Administrative record
Conflict of Interest Policy	Annual Conflict of Interest Declaration Form (Appendix A)	Completed annual declaration by Representatives	7 years after the individual leaves the organization or the form is superseded	Governance and fiduciary compliance record
Conflict of Interest Policy	Meeting Minutes – Conflict of Interest Disclosures	Records of disclosures, recusals, and management measures in Board/committee minutes	Indefinitely (or 7 years after the meeting)	Required for due process and legal defence
Dispute and Discipline Policy	Complaints and Supporting Evidence	Written complaints, witness statements, emails, videos, etc.	7 years after final resolution of the matter	Due process and potential legal defence
Dispute and Discipline Policy	Investigation Notes and Reports (Appendix A)	All notes, reports, and evidence gathered during investigations	7 years after final resolution of the matter	Critical for demonstrating fair process
Dispute and Discipline Policy	Discipline / Appeal Decisions and Sanctions	Written decisions, sanctions, and appeal outcomes	7 years after final resolution (indefinitely for lifetime bans or serious Maltreatment findings)	Liability protection and public-interest transparency
Dispute and Discipline Policy	Negotiated Resolution Agreements	Written agreements reached through alternative dispute resolution	7 years after the agreement is executed	Evidence of mutually acceptable resolution
Athlete Protection Policy	Written Permissions / Consents (Rule of Two exceptions, travel, photography, physical contact)	Any documented parental/guardian consents or contemporaneous-knowledge records	Duration of the individual's involvement + 7 years after they leave	Protects against claims of improper interaction with Vulnerable Athletes

Policy	Document	Description	Recommended Minimum Retention Period	Rationale / Notes
Concussion Policy	Concussion Code of Conduct Acknowledgements (Appendix A)	Signed acknowledgements by Athletes, parents/guardians, coaches, etc.	Duration of the individual's involvement + 7 years after they leave	Compliance with Rowan's Law / concussion safety legislation
Concussion Policy	Concussion Incident / Protocol Records	Reports of suspected concussions and return-to-play documentation	7 years after the incident or until the individual leaves the organization	Medical and legal defence records
Privacy Policy	Privacy Complaints and Investigation Records	Records of privacy complaints, investigations, and outcomes	7 years after final resolution	Required under PIPEDA / provincial privacy legislation
Privacy Policy	Breach of Security Safeguards Records	Records of any privacy breaches and notifications to individuals / regulators	7 years after the breach is resolved	Mandatory reporting and accountability under privacy legislation
Privacy Policy	Consent / Withdrawal of Consent Records	Documentation of consents and withdrawals for personal information	Duration of the relevant activity + 7 years	Demonstrates compliance with consent obligations
Employee and Volunteer Management Policy	Employment Agreements and Offer Letters	Signed contracts and related documents	7 years after employment or volunteer relationship ends	Employment standards and contractual compliance
Employee and Volunteer Management Policy	Personnel / Volunteer Files	Performance reviews, disciplinary records, hours worked, vacation records	7 years after employment or volunteer relationship ends	Required by employment legislation and for liability protection
Employee and Volunteer Management Policy	Workplace Harassment and Violence Investigation Records (Appendix A)	Complaints, investigation notes, and outcomes under the Workplace Harassment and Violence Policy	7 years after final resolution	Occupational Health and Safety Act compliance
Financial Management Policy	Expense Reimbursement Forms and Supporting Receipts (Appendix A)	All approved expense claims and original receipts	7 years from the end of the fiscal year in which the expense was incurred	CRA / financial audit and tax compliance requirements
Governance (all policies)	Board Resolutions Appointing Officers / Delegates (e.g., Screening Officer, Discipline Chair, Privacy Officer)	Formal Board resolutions or delegation documents	Indefinitely (or while the policy remains in force)	Core governance record
Governance (all policies)	Annual Policy Review Records	Board minutes or resolutions confirming policy reviews	7 years	Demonstrates ongoing compliance and good governance

By-laws	Articles / Incorporating Documents and Amendments	The corporation's Articles (or equivalent incorporating instrument) and all amendments	Indefinitely (or until 2 years after dissolution of the Corporation)	Core governance document required under ONCA and referenced throughout the By-laws
By-laws	By-laws and All Amendments	This By-law (By-law No. 1) and any subsequent by-laws or amendments	Indefinitely (or until 2 years after dissolution of the Corporation)	Required under ONCA; forms the basis for all operations
By-laws	Register of Directors	Names, addresses, email addresses (if provided), and dates each Director held office	6 years from the date the individual ceases to be a Director	ONCA
By-laws	Register of Officers	Names, addresses, email addresses (if provided), and dates each Officer held office	6 years from the date the individual ceases to be an Officer	ONCA
By-laws	Register of Members	Names, addresses, email addresses (if provided), and dates of membership for all Members	6 years from the date the individual ceases to be a Member	ONCA
By-laws	Minutes of Meetings of the Members (AGM and Special Meetings)	Official minutes of all Annual General Meetings and special meetings of Members	Indefinitely	ONCA
By-laws	Minutes of Meetings of the Board and Board Committees	Official minutes of all Board meetings and any committee meetings	Indefinitely	ONCA
By-laws	Resolutions of the Members, Board, and Committees	Text of all resolutions passed by Members, the Board, or any committee	Indefinitely (or 7 years for routine operational resolutions)	ONCA
By-laws	Written Consents / Waivers of Notice	Any written consents or waivers by Directors or Members to short/abridged notice or to hold meetings without notice	6 years from the date of the meeting	Supports validity of proceedings
By-laws	Director Consent to Serve Forms	Written consents signed by individuals elected or appointed as Directors	Duration of the Director's term + 7 years after they leave the Board	ONCA
By-laws	Approved Financial Statements and Auditor's / Review Engagement Reports	Annual financial statements presented at the AGM, including any auditor's or review reports	7 years from the end of the fiscal year to which they relate	ONCA

By-laws	Books and Records – Accounting Records	Accounting records adequate to ascertain the Corporation's financial position on a quarterly basis	7 years from the end of the fiscal year (or 6 years per CRA guidelines)	Recommended
By-laws	Register of Ownership Interests in Land (if applicable)	Details of any real property owned by the Corporation in Ontario	Indefinitely (or until 2 years after the property is no longer owned and the Corporation is dissolved)	ONCA
By-laws	Notices of Meetings (AGM and Special) and Supporting Documentation	Copies of all meeting notices sent to Members/Directors, including proxies and agenda materials	6 years from the date of the meeting	Supports compliance with notice requirements
By-laws	Proxy Forms and Revocations	All proxy instruments deposited for Members' meetings and any revocations	6 years from the date of the meeting	Demonstrates voting validity
By-laws	Election Records (Nominations, Ballots, Scrutineer Reports)	Nomination forms, secret ballots (if used), scrutineer reports for Director elections	6 years from the date of the election	Supports integrity of elections
By-laws	Director Removal / Vacancy Documentation	Written resignations, removal resolutions (by Members), and vacancy-filling records	7 years after the event or until the next full term cycle	Important for due process