

SASKATCHEWAN HIGH SCHOOLS ATHLETIC ASSOCIATION (SHSAA)

ALTERNATE DISPUTE RESOLUTION POLICY

Effective date	JUNE 18, 2024
Archived date	-
Date last reviewed	JUNE 18, 2024
Scheduled review date	JUNE 18, 2024
Replaces and/or amends	N/A
Approved by and date	SHSAA Board of Directors, JUNE 18, 2024
Appendix(-ces) to this Policy	-

Purpose

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

Application of this Policy

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

Facilitation and Mediation

5. If all Parties to a dispute agree to ADR, a mediator or facilitator, acceptable to all Parties, shall be appointed to mediate or facilitate the dispute. The costs of the mediation or facilitation shall be borne by SHSAA, unless agreed to otherwise with the Parties. The mediator or facilitator shall be a member of ADR Saskatchewan and shall otherwise comply with any applicable legislative or regulatory requirement to conduct mediation in the province of Saskatchewan.
6. The mediator or facilitator shall decide the format under which the dispute shall be mediated or facilitated and may, if they consider it appropriate, specify a deadline before which the Parties must reach a negotiated decision.
7. Should a negotiated settlement be reached, the settlement shall be reported to Safe Sport Liaison and the Independent Third Party. The Independent Third Party shall notify Sask Sport of any settlements that are

reached (but shall not provide the settlement agreement to Sask Sport unless requested by Sask Sport). Any actions that are to take place as a result of the decision shall be enacted on the timelines specified by the negotiated settlement. Where SHSAA may be required to implement any part of a negotiated settlement, it shall become a Party to the mediation or it shall be given the opportunity to approve the negotiated settlement, but only with respect to aspects of the settlement that it may be required to implement.

8. Should a negotiated settlement not be reached by the deadline specified by the mediator or facilitator at the start of the process (if set), or if the Parties to the dispute do not agree to ADR, the dispute shall be considered under the appropriate section of the *Discipline and Complaints Policy* or *Appeal Policy*, as applicable.

Final and Binding

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

Privacy

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