

OREGON INTERSCHOLASTIC SKI RACING ASSOCIATION POLICIES

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OISRA POLICIES

1. Policy on Election of the Board of Directors

1.1. Overview of the Election Process

In compliance with the OISRA bylaws, nominees for the Board of Directors are elected by the voting members using written ballots prior to the Annual Meeting held in the spring each year. The Board may consist of between 5 and 11 members. At least 60% must be affiliated with the Alpine Division and at least 2 directors must be affiliated with the Nordic Division. Each division elects its affiliated members. Voting members cast their votes via ballot and the results are announced at the annual meeting or within 10 days thereafter. This policy provides the specific process used for nomination, voting and announcement.

1.2. Nomination of Candidates for the Board of Directors

- 1.2.1. Nominations of candidates for the Board of Directors may be made by any voting member, committee member, director or officer.
- 1.2.2. In compliance with Article V. Section 3 of the bylaws, nominees for Board of Directors must be affiliated or involved with a division, a league or a school, as a coach, advisor, parent, director, officer or representative.
- 1.2.3. A call for nominations will be sent by the Executive Director to voting members no less than **28** days prior to the annual meeting. The call for nominations may be sent by mail, email or any other means that the Board of Directors reasonably feels will reach all voting members. Email will be used in most cases. The call for nominations must include the deadline for submissions.
- 1.2.4. Nominations must be made in writing and contain the name, telephone number and email address of nominee. All nominations must be received by the Executive Director **14** days prior to the annual meeting. After the deadline for submissions as has passed, the Executive Director will contact each nominee to confirm whether that person consents to be a nominee and, if elected, serve as a member of the Board of Directors. No nominee will be included on the ballot without his or her written consent to be a nominee.

1.3. Election by Ballot

- 1.3.1. Nominees will be voted on by written ballot as provided for in the bylaws, unless the Board expressly approves another legal method prior to delivery of ballots.
- 1.3.2. Ballots will be delivered by email or mail to each voting member no less than 15 day prior to the annual meeting.
- 1.3.3. The ballot shall include
 - 1.3.3.1. The number of open positions
 - 1.3.3.2. First and last names of all confirmed nominees,
 - 1.3.3.3. The number of responses needed to meet quorum requirements: 50% plus one of the then current number of voting members.
 - 1.3.3.4. The percentage of approvals necessary to approve each matter other than election of directors which requires a simple majority of those voting.
 - 1.3.3.5. Instructions for delivery of completed ballots, which may include email, mail, fax or hand-delivery at the annual meeting.

1.4. Tabulation of Votes

- 1.4.1. Votes shall be counted by the Executive Director and the verified by the current Board president. If any discrepancies are discovered, the Executive Director and Board President shall investigate with the goal of ensuring that each voting member's votes are accurately obtained and counted. Ballots delivered prior to the annual meeting may be counted prior to the meeting and those delivered at the annual meeting will be added to the totals. In the event

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of any dispute, the President of the Board may appoint a committee of disinterested Board members to review the votes, verify the count and conduct any investigations necessary.

1.5. Processing Ties

- 1.5.1. In the event of a tied vote, the candidates with the tied vote will first be asked if one wants to withdraw;
- 1.5.2. If neither candidate want to withdraw, then the vote is announced as a tied vote and the members are asked to vote for one of the two candidates who have a tied vote;
- 1.5.3. If the tie-breaking vote comes in as a tie, then the current board president shall toss a coin to determine which one will be the board member.

1.6. Announcement of Results

- 1.6.1. The results of the vote for nominees to the Board of Directors will be announced at the annual meeting by the President of the Board or the person chairing the meeting if the President is not available. If the Board of Directors feels that announcement at some other time is reasonably in the best interests of the organization, the Board may designate and publicize the new announcement date to the members. The new announcement date may not be more than 10 calendar days following the annual meeting.

2. Duties of OISRA Directors and Officers

- 2.1. In addition to the authority and responsibilities of the Board of Directors as described in the OISRA Bylaws, any actions taken by members of the Board of Directors on behalf of the OISRA shall be reported in writing within three days to the full Board. Significant actions or expenditures require that the entire Board of Directors has granted such authority to the director or officer.
- 2.2. The affirmative vote of a majority of the entire Board of Directors at a properly called meeting, at which a quorum is present, is necessary and sufficient, to make, alter, amend or repeal OISRA Policies.
- 2.3. Proposals for changes to the OISRA Policies or Bylaws may be initiated by a head coach, an OISRA Board member, or the OISRA Executive Director. Such proposals shall be submitted in writing to the Executive Director.

3. Duties of the Executive Director

- 3.1. Act on instructions of the Board.
- 3.2. Be responsible for the daily operations of the OISRA.
- 3.3. Present a report of "operational information" to the President and/or Board monthly.
- 3.4. Keep a record of expenses, activity and actions.
- 3.5. Communicate and liaise with the OISRA legal representatives on issues that are relative to the welfare of the OISRA. Prepare OISRA forms and contracts for review by the Board.
- 3.6. Prepare registration procedures and post information on the website.
- 3.7. Act as Registrar for all full member and associate member coaches' registrations, school agreement forms and individual participants' registrations, enquiries and related issues. Investigate any registration or eligibility problems and prepare reports for the Board when necessary.
- 3.8. Communicate with school districts and schools regarding the sanctioned activities and policies of the OISRA.
- 3.9. General contact with insurance carrier and notification to insurance carrier of any potential claims.
- 3.10. Receive suggested policy amendments and prepare them in a format for Board review.
- 3.11. Present any suggested policy amendments.
- 3.12. Communicate with sponsors to encourage their continued support.
- 3.13. Research and prepare "white papers" on issues the Board chooses to discuss and debate.

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- 3.14. Prepare requests, reminders, instructions, etc. to Alpine and Nordic Steering Committee liaisons for any information the Board wants to send to coaches.
- 3.15. Periodically review the OISRA website to insure that upcoming and reoccurring annual activities and meetings are posted or updated in a timely manner. Notify Divisions or Leagues or Teams if information found is outdated or inaccurate. Insure that clear directions are made available to the membership for finding general meetings and special events.
- 3.16. The Executive Director can appoint temporary non-board members to serve on non-board committees that help facilitate the research and preparation of information for the Board.
- 3.17. Send academic eligibility forms to the schools and receive them for Alpine and Nordic participants in the respective State Meets.
- 3.18. Sign contracts as directed by the OISRA Board of Directors.

4. Membership

- 4.1. **Definition of membership:** The Oregon Interscholastic Ski Racing Association members are “OISRA certified coaches who are **designated head coaches** for at least one full team comprised of a minimum of three members of the same gender who are enrolled at the same **high school**.
 - 4.1.1. “Designated Head Coaches” are defined as OISRA certified coaches who meet the requirements listed in 6.2 below for “head coaches.”
 - 4.1.2. “High Schools” are defined as schools that meet the following criteria:
 - 4.1.2.1. Offer a comprehensive curriculum that meets Oregon graduation requirements
NOTE: OISRA Policies provide for homeschooled students to be accommodated as set forth in OAR 581-021-0033.
 - 4.1.2.2. Sign one of the following OISRA School Agreement Forms (See Appendix C for more detailed information about School Agreements.):
 - 1) Agreement #1 OISRA Represented Schools Agreement states that OISRA sanctioned activities are approved interscholastic activities [May use “High School” (HS) as part of the name of the team] –OR-
 - 2) Agreement #2 OISRA Permission to Use the School Name states that even though the OISRA activities are independent from and receive no funding, services, or supervision from the school or school district, the OISRA team has permission to use “High School” (HS) as a part of the name of the team] –OR-
 - 3) Agreement #3 OISRA Restricted Use of the School Name states that the team does not have permission to use the school name, colors or mascot. [Can use the name of a town and then add something like “Team 1”, “Team 2”, etc. after the town name to form names for these teams.]
- 4.2. **Membership is defined within divisions:** Each sport sponsored by OISRA is categorized within its own division, and membership is defined within these separate divisions. A designated head coach will be a member of the Alpine Division or the Nordic Division of OISRA, but cannot be a member of both Divisions.
- 4.3. **Voting Members:** The OISRA voting members shall be comprised of OISRA certified coaches who are **designated head coaches** for at least one full team comprised of a minimum of three members of the same gender who are enrolled at the same high school.
 - 4.3.1. The Head Coach may be designated by a school, a parent group, or a community club.
 - 4.3.2. All students enrolled at the same high school must have the same designated Head Coach
 - 4.3.3. The high school must meet the criteria in the definition above
 - 4.3.4. Each designated Head Coach shall have one vote for each school where students on a full team are enrolled.

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4.4. Associate Members

- 4.4.1. Associate members are non voting members.
- 4.4.2. Associate members shall be comprised of designated head coaches that coach ONLY teams comprised of two or less racers of either gender
- 4.4.3. Designated Head Coaches in the alpine division, who supervise ONLY students who attend schools from border states (California, Washington, Nevada, and Idaho), will be associate members
- 4.4.4. Designated Head Coaches who supervise ONLY students who attend online schools are associate members.
- 4.4.5. OISRA Helper Coaches who work under the supervision of a designated head coach are associate members.
- 4.4.6. OISRA Certified Coaches who are not designated head coaches for a team are associate members.
- 4.4.7. OISRA Guest Coaches are associate members.

5. Dues and Fees

5.1. OISRA Annual Membership Dues are determined annually by the OISRA Board of Directors.

- 5.1.1. Dues for full member coaches and for associate member coaches will be different amounts.
- 5.1.2. The fees for associate member coaches will be at least \$5 to cover handling fees for on-line registration.
- 5.1.3. All Certified Coaches must pay the same membership dues as a full member coach, even though they are associate members and do not have voting rights.
- 5.1.4. Full Member and Associate Member coaches must pay annual membership dues before they can supervise students or participate in sanctioned OISRA activities.
- 5.1.5. OISRA membership dues are non-refundable.

5.2. Individual Racer Participation Fees

- 5.2.1. OISRA Annual Individual Racer Participation Fees: The OISRA individual participation fees are determined annually by the Board of Directors.
- 5.2.2. Division Annual Individual Racer Participation Fees: Each Division's individual participation fees are determined annually by the respective Division Steering Committees.
- 5.2.3. Racers must pay both OISRA and Division individual racer participation fees before they are eligible to train or compete.
- 5.2.4. Individual racer participation fees are non-refundable.
 - 5.2.4.1. EXCEPTION: The Registrar grants exceptions to the no-refund policy for the OISRA Individual Racer Participation Fees in the exceptional circumstance of a skier who is cut from a team due to oversubscription and the skier chooses to totally disassociate from the team, rather than to continue to participate under the special training and racing arrangements that are allowed for cut skiers, so they can continue to develop as ski racers.
 - 5.2.4.2. Request for refund is made to the registrar through the League Representative prior to the last Monday in December.
 - 5.2.4.3. The OISRA Board of Directors highly recommends that skiers do not get refunds and that they stay connected to OISRA through the special training and racing arrangements that are allowed for cut skiers.

5.3. Payment of Dues and Fees: ALL dues and fees are paid to the OISRA State Treasurer, who returns to the appropriate division the total division individual racer participation fees.

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6. Coaches and Volunteers

6.1. Definition and Requirements for OISRA Certified Coaches

- 6.1.1. OISRA Certified Coaches: Any adult working in an unsupervised capacity with OSIRA skiers must be an OISRA Certified Coach. An OISRA Certified Coach must be present at all OISRA sanctioned events. OISRA Certified Coaches are required to:
- 6.1.1.1. Have had a criminal background check by OISRA, a state-accredited high school, a youth organization, an amateur sports organization, or an employer within the past three years.
 - 6.1.1.2. Report any criminal conviction, pleadings, or any charge against them associated with the crimes listed in ORS 342.143 or any other serious crimes to OISRA.
 - 6.1.1.3. Register online, which includes signing an agreement to abide by the OISRA Coaches' Code of Ethics listed in Appendix A.
 - 6.1.1.4. If the school has signed Agreement Form #1 (Represent School Agreement), then the OISRA coaches will abide by all school and School District rules and regulations applicable to coaching students on a high school athletic team, when not in conflict with OISRA By-laws, OISRA Policies, or Division Policies and Race Rules. Where there is a conflict the OISRA rules shall prevail.
 - 6.1.1.5. If the school has signed Agreement Form #2 (Permission to Use the School name), the OISRA coaches will abide by all school and School District rules and regulations applicable to sports teams that are NOT OSAA teams.
 - 6.1.1.6. If the school has signed Agreement Form #3 (Restricted Use of School Name), the coach must refrain from allowing the team to use the school name, mascot and colors.
 - 6.1.1.7. Make Incident Reports if a Head Coach is not present.
 - 6.1.1.8. Complete the following coaches' training courses:
 - 6.1.1.8.1. Concussion Awareness training annually.
 - 6.1.1.8.2. The NFHS (National Federation of High School Sports Associations) Fundamentals of Coaching class ONE TIME. The ASEP class, taken prior to 2007, also satisfies this requirement. Each OISRA Division pays for designated head coaches and any coaches who supervise students without the head coach present in the respective divisions to take the Fundamentals of Coaching class.
 - 6.1.1.8.3. First Aid Certification every two years. Each OISRA Division pays for designated head coaches and any coaches who supervise students without the head coach present in the respective divisions to take the NFHS first aid class every two years. Note: Other First Aid courses also fulfill this requirement to be currently certified in First Aid. Check with the administrative services provider, Nora Semonsen: nsemonsen@hailmail.net for courses that substitute for this requirement.
 - 6.1.1.8.4. SafeSchools "Mandatory Reporting," "Boundary Invasions," and "Anti-Hazing" courses annually. Note: Other Mandatory Reporting courses, Sexual Misconduct Awareness Education courses, and Bullying and Hazing courses can be substituted for these SafeSchools courses, for example; USSA SafeSport courses. The contact person in the OISRA for making these substitutions is the administrative services provider, Nora Semonsen: nsemonsen@hailmail.net.

6.2. Definition and Requirements for OISRA Head Coach

- 6.2.1. Head Coach: Each team must have a designated head coach who is an OISRA Certified Coach (see definition for designated head coach in 4.1.1) who is an OISRA Certified Coach (see definition and requirements for a Certified Coach in 6.1) and is responsible for the team when the team is training or attending OISRA sanctioned events.
- 6.2.1.1. The head coach votes in all league matters, votes for division steering committee officers, and votes for the election of board members.

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- 6.2.1.2. The head coach must develop a written team policy that includes requirements for team membership; attendance requirements for training and races, with descriptions of excused and unexcused absences, requirements for earning a varsity letter, and any other policies at the coach's discretion. [This requirement is not mandatory for coaches who are associate members.]
- 6.2.1.3. The head coach must ensure that an OISRA certified coach is present with his/her team at all OISRA sanctioned events.
- 6.2.2. **Head Coaches** must carry out all the following duties or successfully delegate these duties to a team representative;
 - 6.2.2.1. Submit a completed school agreement form that confirms under what circumstances the students have permission to use the school name when competing or if the students are not allowed to use the school name. The school agreement form also includes the school contact for providing academic eligibility information.
 - 6.2.2.2. Monitor any disciplinary restriction e.g., temporary suspension or other school-imposed restrictions, that would make students ineligible to participate and score team or individual points in any state qualifying race.
 - 6.2.2.3. Submit required incident reports for any incident and or injury associated with their team that may be considered a liability risk. (refer Policy #30)
 - 6.2.2.4. Convey information to team members about race rules.
 - 6.2.2.5. Attend mandatory coaches' meetings.
- 6.3. Definition of OISRA Helper Coaches:** Any adults assisting OISRA certified coaches with OISRA skiers at OISRA sanctioned events must be registered as an OISRA Helper Coach. An OISRA Helper Coach is required to:
 - 6.3.1. Have had a criminal background check by OISRA, a state-accredited high school, a youth organization, an amateur sports organization, or an employer within the past three years.
 - 6.3.2. Report any criminal conviction, pleadings, or any charge against them associated with the crimes listed in ORS 342.143 or any other serious crimes to OISRA.
 - 6.3.3. Register online, which includes signing an agreement to abide by the OISRA Coaches' Code of Ethics listed in Appendix A.
 - 6.3.4. If the school signed Agreement Form #1 (Represented School Agreement), then the OISRA helper coach will abide by all the school and school district rules and regulations applicable to coaching students on a high school athletic team.
 - 6.3.5. Complete the SafeSchools' Concussion Awareness Course and Anti-Hazing course annually. Other "Concussion Awareness" courses and "Bullying or Anti-Hazing" courses can be substituted for these SafeSchools courses, for example; USSA SafeSport courses. The contact person in the OISRA for making these substitutions is the administrative services provider, Nora Semonsen: nsemonsens@hailmail.net.
- 6.4. Definition of OISRA Volunteers:** OISRA Volunteers assist the organizers of specific OISRA sanctioned events (for example, unpaid race officials and race workers).
 - 6.4.1. All volunteers must register online or sign an OISRA V-1 form.
 - 6.4.2. If the volunteer is a Technical Delegate, they must complete the SafeSchools concussion course or an equivalent course.
- 6.5. Definition and Requirements of Alpine & Nordic Guest Coaches:** Guest Coaches may be designated head coaches or Helper Coaches who accompany skiers to OISRA activities for no more than 4 days total in one season.
 - 6.5.1. Guest coaches must meet these requirements:
 - 6.5.1.1. Have a criminal background check by OISRA, a state-accredited high school, a youth organization, an amateur sports organization, or an employer within the past three years.
 - 6.5.1.2. Register on-line and pay a Guest Coach fee of \$10.

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- 6.5.1.3. Complete a concussion awareness course during the ski season when they will be working with students.
- 6.5.2. The students the guest coach assists must be enrolled in a school that has signed an OISRA school agreement, identifying under what circumstances the students have permission to use the school name when competing, or if the students are not allowed to use the school name.
 - 6.5.2.1. The name of the Guest Coach who is the “Designated Head Coach” will be named on the required school agreement form.
 - 6.5.2.2. The name of a Guest Coach who is a Helper Coach does not need to be named on the school agreement form.
- 6.5.3. The guest coach must be approved by the Division Steering Committee for participating in the particular OISRA activity.
- 6.5.4. The guest coach must be aware that the student(s) they coach meet OISRA academic eligibility standards.
- 6.5.5. A guest coach is not eligible to be a voting member of the OISRA.
- 6.6. Definition & Requirements of Freestyle Guest Coaches:**
 - 6.6.1. Freestyle Guest Coaches must meet the same requirements as defined in 6.5.1 and any other requirements as defined in the OISRA Alpine Policies.
- 6.7. Criminal Background Checks:** In order to protect the students who participate in OISRA programs and best comply with Oregon law, OISRA will:
 - 6.7.1. Exclude any coach or paid official who has been convicted, or plead guilty to, a Disqualifying Crime from participating in any and all OISRA events and programs regardless of his or her appointment to such position by the organization sponsoring the team. Disqualifying Crimes are:
 - 6.7.1.1. Those crimes listed in ORS 342.143 or the equivalent should regulations and laws of Oregon change in the future; and
 - 6.7.1.2. any crime not listed in ORS 342.143, but which OISRA in its sole discretion believes is good cause to disqualify that volunteer from participation
 - 6.7.2. Perform or inspect criminal background checks on every OISRA coach or OISRA paid official to determine whether any of them have committed a Disqualifying Crime. This requirement may be satisfied by inspection of criminal background checks performed by a state-accredited school, a youth organization, an amateur sports organization, or an employer within one year prior to the volunteer’s participation or OISRA will perform its own criminal background checks. Any and all charges incurred by OSIRA in performing Criminal Background Checks in accordance with this policy shall be paid by OISRA.
 - 6.7.3. Gather information online about the organization that performed the background check and have the authority to inspect or obtain criminal background checks for volunteers.
- 6.8. Concussion Management**
 - 6.8.1. School District Concussion Awareness Requirements

Regulations in OAR 581-022-0421 require all school districts to have specific policies for coaches’ concussion awareness training and procedures for handling concussion incidents with the school athletes. All OISRA coaches who supervise students enrolled in schools that approve OISRA activities need to be fully conversant with and in compliance with their represented school and school district regulations and expectations regarding concussion awareness.
 - 6.8.2. OISRA Concussion Awareness Requirements
 - 6.8.2.1. Head Coach’s Responsibilities (Max’s Law, [ORS 336.485](#), [OAR 581-022-0421](#)) (Jenna’s Law, [ORS 417.875](#))
 - 6.8.2.1.1. Suspected or Diagnosed Concussion. Any skier who exhibits signs, symptoms or behaviors consistent with a concussion following an observed or suspected blow to the head or body, or who has been diagnosed with a concussion, shall not be

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permitted to return to that skiing contest or practice, or any other skiing contest or practice on that same day. For Head Coaches where their school has the services of an athletic trainer registered by the Oregon Board of Athletic Trainers, that athletic trainer may determine that a student has not exhibited signs, symptoms or behaviors consistent with a concussion, and has not suffered a concussion, and return the skier to practice or racing. Athletic trainers may also work in consultation with an appropriate Health Care Professional (see below) in determining when a skier is able to return to practicing and racing following a concussion.

6.8.2.1.2. Return to Participation. Until a skier who has suffered a concussion is no longer experiencing signs, symptoms, or behaviors consistent with a concussion, and a medical release form signed by an appropriate Health Care Professional (Physician (MD), Physician's Assistant (PA), Doctor of Osteopathic (DO) licensed by the Oregon State Board of Medicine, nurse practitioner licensed by the Oregon State Board of Nursing, or Psychologist licensed by the Oregon Board of Psychologist Examiners) is obtained, the skier shall not be permitted to return to athletic activity. ***A student on an OISRA ski team MUST use OSAA's "Return to Participation Medical Release" if the school does not have a form and procedure in place for monitoring a skier's return to participation.***

6.8.2.1.3. Private Schools Only; On an annual basis prior to participation, each student who attends a private school and at least one parent or legal guardian of the student will acknowledge they have received information regarding symptoms and warning signs of concussions. (Fact Sheet for Parents) To facilitate this requirement, a "Fact Sheet for Parents" will be included in the on line registration form for all students.

6.8.2.2. Technical Delegate's Responsibilities

6.8.2.2.1. A Technical Delegate shall remove a skier from a competition when that player exhibits signs, symptoms or behaviors consistent with a concussion due to an observed or suspected blow to the head or body. The technical delegate shall document and notify the head coach or his/her designee making sure that the head coach or designee understands that the player is being removed for exhibiting signs, symptoms or behaviors consistent with a concussion as opposed to behavior, a non-concussive injury or other reasons. The technical delegate is not responsible for evaluation or management of the player after he/she is removed from the race. The technical delegate does not need written permission for a player to return nor does the technical delegate need to verify the credentials of the appropriate health care professional who has cleared the skier to return. The responsibility of further evaluating and managing the symptomatic player falls upon the appropriate health care professionals and the Head Coach.

6.9. Behavior of Coaches: Coaches shall exemplify sportsmanlike and mature behavior as described in the Coaches' Code of Ethics (Appendix A) and use "Good Practices" as defined in the OISRA Abuse/Molestation Guidelines (Policy #21).

6.9.1. A coach shall not use tobacco products, cannabis or drugs (including prescribed medication for pain control, alcoholic beverages, etc.), or be under the influence of tobacco products, cannabis or drugs (including prescribed medication for pain control, alcoholic beverages, etc.) when they are in contact with students at OISRA activities. An "OISRA activity" includes, but is not limited to, practices, competitions, travel with athletes, meetings, and any time a coach is acting in their role as coach or chaperone with OISRA students. "Under the influence" means impaired to a noticeable degree by a reasonable person.

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- 6.9.2. A coach shall not engage in unsportsmanlike conduct at an OISRA activity. "Unsportsmanlike conduct" includes, but is not limited to, unwarranted physical contact, profane language, and/or taunting.
- 6.9.3. A coach shall not engage in any action which gives rise to a concern for the safety of the students due to the coach's conduct, indicates that the coach cannot objectively perform the coach's duties, or otherwise is inconsistent with the Coaches' Code of Ethics, the OISRA's policies and regulations, and the "Good Practices" defined in the OISRA Abuse/Molestation Guidelines.

7. Indemnity and Accident Insurance for OISRA

7.1. OISRA Sanctioned Activities must meet these criteria:

- 7.1.1. Ensure that OISRA Policies, OISRA Alpine Policies and Race Rules, and OISRA Nordic Policies and Race Rules are followed.
- 7.1.2. An OISRA certified coach must be present.
- 7.1.3. All participants are registered with OISRA.

Note: OISRA coaches and racers are insured by OISRA only for OISRA-sanctioned activities

7.2. OISRA Indemnity and Accident Insurance for OISRA Sanctioned Activities. The OISRA liability policy covers listed parties (see below) at the following OISRA sanctioned activities:

- 7.2.1. Alpine, Nordic, and Freestyle Ski Instruction: "Ski instruction" is defined as being training activities that take place during an on-snow training session that is supervised by an OISRA certified coach.
- 7.2.2. Alpine, Nordic, and Freestyle Dryland training: "Dryland training" is defined as being off-snow training being directly related to skiing with activities taking place in or at a school like gymnasium or athletics field, or other public venues. A certified coach must be present.
 - 7.2.2.1. If any of these activities take place before the beginning of the OSAA winter sports season, it is recommended that these activities are coordinated with a student's Fall school sports coach. The intent is NOT to conflict with the student(s)' Fall sports program.
- 7.2.3. Alpine, Nordic, and Freestyle Competition Activities (League Level and State Meet): "Competition activities" are defined as all activities taking place at a designated competition venue by an OISRA coach, student, volunteer, or race worker who are involved with participating in or managing an OISRA competition. Activities include, but are not limited to, the planning, preparation, competition itself, and clean up.

7.3. The OISRA carries a multimillion dollar liability policy that indemnifies these listed parties:

- 7.3.1. Racers (full season or guest) who have registered online at the OISRA website
- 7.3.2. Provisional Skiers who register online,
- 7.3.3. Coaches (full season or guest) who have registered online at the OISRA website
- 7.3.4. Volunteers who have registered online at the OISRA website or have signed V1 forms
- 7.3.5. OISRA Paid State Championship Race Officials (Technical Delegates, Statisticians, and/or Calculators) who have signed an independent contractor contract, and are considered OISRA "Staff" for insurance purposes.

7.4. Each ski area and state forest where OISRA sanctioned activities take place are issued their own certificate of insurance naming them as additionally insured on the OISRA policy.

7.5. In addition OISRA carries:

- 7.5.1. An excess coverage accident medical policy with a \$2,500 deductible, and
- 7.5.2. A commercial non skiing policy to cover the elected officers and contracted administrative providers when acting for the OISRA, and
- 7.5.3. Cyber liability insurance.

Note: OISRA insurance does not cover transportation.

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7.6. Indemnity and Accident Insurance for OISRA Sponsored Activities

- 7.6.1. An OISRA sponsored activity can be insured by OISRA if it is held for the financial benefit of a team(s) or league(s) affiliated with the OISRA during the term of the OISRA insurance (Sept. 15 - March 15).
- 7.6.2. An OISRA sponsored activity can be a fundraising activity such as a ski swap or an event that is held at a venue other than ski areas and high school property.
 - 7.6.2.1. The organizer of the event must be registered with OISRA.
 - 7.6.2.2. When there is a requirement for indemnity insurance cover, application shall be made to the executive director at least four weeks in advance describing the intended event, its proposed location, and the identity information of the property owner who seeks to be a certificate holder for an OISRA sponsored event on their property.

8. Leagues

- 8.1. An OISRA league** is the official OISRA competition sanctioned structure within a geographic area.
- 8.2. League Obligations:** Each league represents the OISRA and has the obligation to execute for that area all official policy and rule requirements. No league shall have an independent policy that is not in agreement with OISRA policy.
- 8.3. League Liabilities for OISRA Assets:** Each league is held responsible for any and all equipment loaned to it by this Association or purchased by funds collected in the name of this Association. This equipment is to be returned in good working order or replacement financial restitution is to be made in the event of a league termination.
- 8.4. OISRA Rights to League Assets:** All assets raised under the OISRA tax I.D. # are the legal property of OISRA.
- 8.5. Team Placement to Leagues:** There are two (2) leagues within the Nordic Division and seven (7) leagues within the Alpine Division. Individual leagues or designated head coaches may request placement of teams in specific leagues.
 - 8.5.1. Team placements to each league within a Division shall be determined by the Steering Committee of that Division, taking into consideration the following criteria:
 - 8.5.1.1. Balance of strengths of teams in each league;
 - 8.5.1.2. The orderly growth and development of the OISRA;
 - 8.5.1.3. Minimizing the expenditure of school district and student and parent participation funds;
 - 8.5.1.4. Minimizing the loss of student instructional time;
 - 8.5.1.5. Any other criteria the Board of Directors may deem relevant.
- 8.6. Establishing New Leagues:** A new league may be established upon application to the Division Steering Committee of the respective division. A new league shall total four (4) or more teams of both genders.
- 8.7. League Responsibilities:**
 - 8.7.1. Each league shall elect a League Representative who carries out the duties described in Policy 9.5.6.
 - 8.7.2. Leagues shall maintain an inventory of all items that are the legal property of the OISRA, including date of purchase or donation and approximate cost at time of purchase or donation. Initial inventories shall be established for the 2013 Spring Meeting. From the 2013 Spring Meeting forward, all assets acquired by a League, using funds raised under the OISRA Tax ID#, are the legal property of the OISRA and will be added to the league inventories.
 - 8.7.3. Leagues shall hold at least one annual meeting for the general membership of the league.
 - 8.7.4. Leagues shall submit the names of the teams and individuals that qualify for the State Race as required in their respective Division Policies or State Race Handbooks posted on the OISRA Web.

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- 8.7.5. Leagues shall oversee finances in the following manner: (1) write, sign, and disburse checks for payment of league expenses from the League Treasury; (2) deposit League dues, donations, and fundraising proceeds for league races in the League Treasury; and (3) send the State Treasurer the proper paperwork about the league account activity so the State Treasurer can file with the IRS each year.
- 8.7.6. Leagues shall establish Standard Operating Procedures according to Division requirements.

9. Division Steering Committees

- 9.1. As provided by the Bylaws, Article II, Section 3, there shall be two Division Steering Committees; one for the OISRA Nordic Division and one for the OISRA Alpine Division. Each Division Steering Committee will develop program policies and race rules for its division and recommend them for adoption by the Board. Proposals for changes to the Division Policies or Race Rules may be initiated by any designated head coach or member of the Division Steering Committee.
- 9.2. Each year following the State Race and before September 14th each Division Steering Committee shall develop a recommendation for the fees for Division membership. That recommendation shall be delivered by September 16th to the Registrar of the OISRA for inclusion in the participation fees collected online.
- 9.3. Prior to the Fall Board of Director's meeting, each Division Steering Committee shall have developed and proposed a budget to be adopted by the Board at the Boards' Fall meeting.
- 9.4. In compliance with the Board-approved policies and budget, each committee will oversee its divisional programs and activities and ensure the proper management and use of OISRA assets and property dedicated for that Division. Each Division Steering Committee must also ensure that the Division properly employs the necessary formalities to make its decisions, and that it operates in compliance with relevant state and federal laws. Committee members must diligently prepare for, attend, and participate in the meetings of the Division Steering Committee and any sub-committees as needed, in order to carry out these tasks. In accordance with state law and the OISRA bylaws, the Division Steering Committees may not execute the corporate authority of the Board which includes authorizing expenditures, adopting budgets for the organization as a whole, setting policy, establishing programs, or making decisions for the entire corporation.

9.5. Division Steering Committee Members

- 9.5.1. Division Steering Committee Members may be coaches, parents, advisors, or other volunteers affiliated with a league or a team.
- 9.5.2. Members of the division steering committees shall be a representative from each League in the Division and the officers of the Division; a Commissioner; a Director; an Assistant Director; a Secretary; and a Treasurer. Division Steering Committee members shall be officers of OISRA.
- 9.5.3. The Division Steering Committee Commissioner, Director and Assistant Director will be elected by the Alpine membership at the start of the Spring General Meeting and by the Nordic membership at the start of the Fall General Meeting, and will assume office following the election.
- 9.5.4. The term of office for each officer will be for two (2) years; however, there shall be no limit to the number of terms an officer can serve. Their terms shall be staggered; the Director being elected in odd years and the Commissioner and Assistant Director in even years.
- 9.5.5. The Division Steering Committee Secretary and Division Steering Committee Treasurer shall be selected by the Division Steering Committee in odd years following the election of the Director.
- 9.5.6. League Representatives will be elected by their respective leagues, and serve for one (1) year, from the time of their election.

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- 9.5.7. Any officer of a Division Steering Committee can be removed, with or without cause, by the affirmative vote of at least a majority of votes allowed to the voting members present at or participating by phone, mail or e-mail in a properly called meeting of the Division, for which a quorum has been achieved. Such a decision shall require a clearly stated motion, a second, and a vote. All motions which are successfully adopted must be recorded in the written minutes.
- 9.5.8. Any member of the Division Steering Committee may resign at any time by sending or delivering a written resignation to the Secretary of the Division Steering Committee.
- 9.5.9. Vacancies on the Division Steering Committee (except league representatives) shall be filled by a majority vote of the Division Steering Committee members then on the Division Steering Committee. A vacant league representative position shall be filled by a majority vote of the Division members in that league. If no Division members remain in the league, the vacant league representative position can be filled by a majority vote of the Division Steering Committee members remaining on the Division Steering Committee.

9.6. Duties of Division Steering Committee Members

9.6.1. Division Steering Committee Commissioner

- 9.6.1.1. Shall have oversight responsibility for Division matters.
- 9.6.1.2. May interpret Division policy and Race Rules which have been adopted by the Board. Where possible, such decisions should be taken in consultation with members of the Division Steering Committee. In any case, such decisions and rulings will be subject to ratification or modification by the Division Steering Committee and final approval of the Board when required by law or deemed appropriate by the Board.
- 9.6.1.3. May appoint special committees, authorize payment of expenses within the Board-adopted Budget, and otherwise act on a day-to-day basis on behalf of the Division Steering Committee.
- 9.6.1.4. Shall be responsible for keeping the Division Steering Committee informed of any actions or concerns, which may arise.
- 9.6.1.5. Actions taken in extremis will be subject to ratification or modification by the Division Steering Committee.

9.6.2. Division Steering Committee Director

- 9.6.2.1. Shall preside at all Division Steering Committee meetings.
- 9.6.2.2. Shall set the time and place for Division Steering Committee meetings.
- 9.6.2.3. Shall prepare the agenda for Division Steering Committee meetings at least 15 days prior to the meeting.
- 9.6.2.4. May appoint special committees, authorize payment of expenses within the Board-adopted budget, and otherwise act on a day-to-day basis on behalf of the Division Steering Committee. Actions, which the Director takes on behalf of the Division, shall be summarized in writing within seven (7) days and sent to the Secretary, for distribution to each member of the Division Steering Committee.
- 9.6.2.5. Shall be responsible for overall management of the Division Steering Committee.
- 9.6.2.6. Is authorized to sign contracts for the Division.

9.6.3. Division Steering Committee Assistant Director

- 9.6.3.1. Shall perform the duties of the Director in the absence of the Director until an election has been held to elect a new Director.
- 9.6.3.2. Shall coordinate the State Race subcommittee.

9.6.4. Division Steering Committee Secretary

- 9.6.4.1. Shall record and maintain the minutes of all Division Steering Committee meetings.
- 9.6.4.2. Shall see that all notices, agendas, meeting minutes and other information are duly given in accordance with these Policies.

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- 9.6.4.3. Shall be the custodian of all records of the Division
- 9.6.4.4. Shall send minutes from every meeting of the Division Steering Committee to the OISRA Secretary.
- 9.6.4.5. Shall maintain an inventory for any Division items that were donated to the OISRA or purchased with funds donated to the OISRA, using the OISRA Tax ID#. The initial inventory shall be established during the Fall of 2012.
- 9.6.5. Division Steering Committee Treasurer
 - 9.6.5.1. Shall ensure that all financial records of the Division are properly maintained and kept current.
 - 9.6.5.2. Shall write, sign, and disburse checks, in accordance with OISRA's policies and the Board-approved budget from the Division Treasury for payment of expenses as authorized by the Division Steering Committee or the Director; or the Commissioner, acting on the behalf of the Division Steering Committee.
 - 9.6.5.3. Shall deposit participation fees in the Division Treasury.
 - 9.6.5.4. Shall submit a Financial Report to the Commissioner, the Director and the Board whenever requested.
 - 9.6.5.5. Shall provide a Treasurer's Report at all Division Steering Committee meetings.
 - 9.6.5.6. Shall send the Board Treasurer the proper paperwork about the Division account activity so the Board Treasurer can file with the IRS each year
- 9.6.6. League Representative
 - 9.6.6.1. Shall be responsible for overall management of their League.
 - 9.6.6.2. Shall have the authority to sign contracts in the name of the OISRA organization only for OISRA sanctioned races and the OISRA State Race, as approved by the Division Steering Committee responsible for that event and in accordance with Board-approved OISRA policies.
 - 9.6.6.3. Shall insure that all activities of the league are consistent with (1) OISRA Articles of Incorporation, (2) OISRA Bylaws, (3) OISRA Policies, (4) Division Policies and Race Rules and (5) Specific League SOP's.
 - 9.6.6.4. Shall convey the concerns of their league members to the Division Steering Committee.
 - 9.6.6.5. Shall inform the league members of any deliberations or decisions of the Division Steering Committee that are relevant to league operations; this will include but is not limited to: (1) Date, time and place of Division Meetings; (2) registration information; (3) Any changes in OISRA By-Laws, OISRA Policies, Division Policies, or Division Race Rules.
 - 9.6.6.6. Shall maintain an inventory of all items owned by the league if the league is a project of OISRA, including date of purchase or donation and approximate cost at time of purchase or donation. A League that is separately incorporated from the Association and has its own federal 501(c)(3) status shall not commingle its assets with the assets of the OISRA Association.
 - 9.6.6.7. Shall submit League SOP's and League Race Schedule to the Division Steering Committee for their information.
 - 9.6.6.8. May delegate the responsibilities of league finances and/or league secretarial work to a League Treasurer and/or League Secretary.
- 9.7. Division Steering Committee Meetings**
 - 9.7.1. Division Steering Committee meetings should be attended by the Director, Assistant Director, Commissioner, Division Steering Committee Secretary, Division Steering Committee Treasurer and League Representatives. A League Representative will send a substitute chosen by their League if they are unable to attend.

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- 9.7.2. Regular Division Steering Committee Meetings: Each Division Steering Committee will establish a schedule of its annual meetings. The Division Steering Committees must meet in the spring prior to the annual membership meeting for the OISRA and following their State Race. The location and time of the meetings will be at the discretion of the Division Director with due consideration to traveling times and distances required for members to be able to attend.
- 9.7.2.1. Interested parties wishing to place items on the agenda shall submit their request to the respective Division Secretary no later than ten (10) days prior to the meeting. Those wishing to present their concerns in person to the Division Steering Committee are to notify the Secretary no later than ten (10) days prior to the meeting. Items not on the agenda shall be addressed as new business, but only as time allows.
- 9.7.3. Special Division Steering Committee Meetings may be called by the Division Director or by two-thirds of the Division Steering Committee voting members. Upon notification of the call for a Special Meeting, the Division Director must establish the date, time, place, and purpose of the meeting, giving at least two (2) weeks' notice to the Division Steering Committee members by mail, fax, e-mail, or other electronic process as allowed by law. Only the business for which a Special Meeting is called may be considered at the meeting.
- 9.7.4. A Quorum at Division Steering Committee Meetings shall be two-thirds of the voting members of the Division Steering Committee in person, by mail, fax, e-mail, or other electronic process as allowed by law.

9.8. Voting at Division Steering Committee Meetings

- 9.8.1. The Assistant Director and Commissioner shall each cast one vote in the Division Steering Committee meetings. The Director has one vote and shall only vote to break a tie.
- 9.8.2. Each League Representative, or substitute for a league representative, shall cast one vote. The substitute for a League Representative must be designated by the league and must be present to vote at a specific Division Steering Committee meeting. The Division Steering Committee Secretary and Treasurer are non-voting members.
- 9.8.3. Action is taken by a majority vote of the voting members of the Division Steering Committee represented in person, by mail, fax, email, or other electronic process, unless otherwise provided for in the OISRA Bylaws, OISRA Policies, or Division Policies.

9.9. Decisions by a Division Steering Committee Without a Meeting

- 9.9.1. Any action which could be taken by the Director, Assistant Director, or Commissioner at a Division Steering Committee meeting may be taken without a meeting if at least three-fourths of the voting members of the Steering Committee consent to such action. The members of the Division Steering Committee shall ratify such consent in writing, which includes email, within fourteen (14) days

10. Student Eligibility

- 10.1. The OISRA** accepts the determination of student eligibility according to OISRA Rule 10.6 and 10.7, inserted below, and according to the current OSAA Rules 8.1, 8.2, 8.3, 8.6, 8.7, 8.8, and 8.9, which can be found at <http://www.osaa.org/docs/handbooks/osaahandbook.pdf>

Reference:

- OSAA Rule 8.1 (Academic Eligibility),
- OSAA Rule 8.2 (Duration of Eligibility – Graduation),
- OSAA Rule 8.3 (Age),
- OSAA Rule 8-6 (Transfer),
- OSAA Rule 8.7 (Undue Influence),
- OSAA Rule 8.8 (Misrepresentation),
- OSAA Rule 8.9 (Hardship).

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NOTE: OSAA Rules 8.4 (Awards) and 8.5 (School Representation) have been replaced by OISRA Rule 10.6 (Awards) and 10.7 (School Representation). OSAA Rules 8.4 and 8.5 DO NOT APPLY to student eligibility for OISRA.

10.2. The OISRA applies the following adaptations to OSAA Rules 8.1, 8.2, 8.3, 8.6, 8.7, 8.8, and 8.9:

10.2.1. Throughout OSAA Rule 8, substitute "OISRA" wherever "OSAA" is written.

10.2.2. To enable OISRA to confirm academic eligibility (OSAA Rule 8.1), parents/guardians must submit a Federal Education Rights and Privacy Act (FERPA) "Parental Consent to Release Educational Records" form to the school so that the school can release academic eligibility information to OISRA.

10.2.3. After notification to an athlete's coach by the OISRA Executive Director that a team's athlete has failed to meet Academic Certification, as defined in OSAA Rule 8.1, the athlete has six (6) days in which to submit a "Request for Hardship Application". Exception: if the Executive Director receives notice of failure on the last certification of the season, the deadline the ED gives for a "Request for Hardship Application" will be based on the available time before the State Race enrollments must be submitted and may be less than six (6) days.

10.2.4. The Executive Director will process Requests for Hardship Applications within 5 business days

10.3. Adaptations of OSAA Rules that apply to Hardship Requests

10.3.1. Considerations of exceptions to OSAA Rule 8.2 (Duration of Eligibility-Graduation) or OSAA Rule 8.3 (Age) require a written request be made to the OISRA Executive Director. The Executive Director's declaration of eligibility is subject to the OSAA conditions listed in the OSAA Hardship Appeals Procedures for each rule.

10.3.2. The OISRA Executive Director, in individual cases may, at his/her discretion, and upon terms and conditions as he/she may impose, waive or modify any OISRA Individual Eligibility rule except fifth year (OSAA Rule 8.2), and age (OSAA Rule 8.3), when in his/her opinion there are circumstances beyond the control of both the student and the student's parent(s) or other circumstances whereby enforcement of the rule would work an undue hardship upon the student. A decision by the OISRA Executive Director may be appealed to the OISRA Board of Directors. A decision of the OISRA Board may be appealed to a Hearings Officer.

10.4. Adaptations of OSAA Rule 8.6 (Transfers)

10.4.1. In OSAA's Rule 8.6 (Transfers), OSAA defines circumstances under which a student may not transfer to a school with "affiliation." (OSAA Rule 8.6.5) Replace the OSAA words "non-school athletics" with the OISRA words "non-OISRA athletics," wherever OSAA uses the term "non-school athletics" in rules related to this restriction.

10.4.2. In connection with any student who has transferred and is eligible under the OSAA rules, the student shall complete an OISRA Eligible Student Transfer Certificate, properly signed by the superintendent, assistant superintendent, or principal of the high school the student enters, and shall file it with the OISRA Executive Director.

10.4.3. A written request, with the approval of the school's athletic director, must be made to the OISRA Executive Director for his consideration of any waiver or modification of OSAA Rule 8.6 (Transfers). The OISRA Executive Director's declaration of eligibility is subject to eligibility considerations that the OSAA Rule 8.6 requires the OSAA District Committee and OSAA Executive Director to consider and the conditions listed in the OSAA Hardship Appeals Procedure for OSAA Rule 8.6. A decision of the OISRA Executive Director may be appealed to the OISRA Board of Directors. A decision of the OISRA Board may be appealed to a Hearings Officer.

10.5. Other OISRA adaptations of OSAA rules

10.5.1. Despite compliance with the other provisions of OSAA and OISRA Eligibility Rules, any student who attends a high school as a result of undue influence, as defined by OSAA Rule

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8.7, is thereafter ineligible. Misrepresentation, such as defined by OSAA Rule 8.8, shall make a student ineligible for the remainder of that sport season and for any additional period of time determined by the OISRA Board of Directors.

- 10.5.2. OISRA adopts all of the OSAA requirements for eligibility of a foreign student [OSAA Rule 8.6.3 (c)], with the exception of the OSAA restriction stating that the host family cannot be “a member (paid or voluntary) of the school’s athletic department nor coach/director of the non-athletic activity.” OISRA allows a host family to be an OISRA coach or assistant coach or affiliated with the school’s athletic department.

Note:

Q. How does legal guardianship apply to OISRA eligibility?

Historically, guardianships have frequently been used to attempt to avoid the fundamental rule of the OSAA that a student attend school only in the district in which the student’s parents reside. Consequently, the appointment of a legal guardian alone is not recognized by OSAA or OISRA as an exception to the fundamental rule. If a student resides with anyone other than the student’s parents, and eligibility is sought in any district other than the one in which the student’s parents reside, the designated head coach must apply for eligibility for the student by submitting an Eligibility Request Form to the OISRA Division Steering committee, setting forth the circumstances justifying a hardship exception to the fundamental rule. Under no circumstances will the appointment of a guardian be tolerated as a device to circumvent the eligibility rules of the OISRA.

- 10.6. Amateur & Awards:** A student who skis on an OISRA team shall be an amateur in ski racing. An amateur is one who engages in athletic competition solely for the physical, mental, social and pleasure benefits derived therefrom. The general rule is that a student becomes ineligible for one calendar year after the date of the report of the violation to the OISRA if at any time during the Participatory Season the student accepts any compensation or thing of value for or in recognition of skiing abilities.

- 10.6.1. As EXCEPTIONS to the general rule, the OISRA Board of Directors has determined that the following are acceptable:

10.6.1.1. Collegiate scholarships are acceptable awards.

10.6.1.2. Compensation for giving group or private lessons is permissible.

10.6.1.3. All awards or compensations received during OISRA sponsored competitions are acceptable.

10.6.1.4. All awards or compensations received during citizen's events or USSA or USASA sponsored competitions are acceptable.

NOTE: Collegiate institutions have eligibility rules that differ from this rule. Some collegiate eligibility rules prohibit a present or POTENTIAL athlete from accepting such cash prizes as are legal under USSA rules.

- 10.6.2. Receiving discounted equipment is acceptable;

10.6.2.1. If the same discount is available to all ski racers on the same OISRA team, OR

10.6.2.2. If it is an award as a result of a USSA, OISRA, USASA, or citizen's competition.

- 10.6.3. Receiving discounted equipment is not allowed if it is based on achievement during the Association year at an event that is not a citizen's race, or a USSA, USASA, or an OISRA competition.

- 10.6.4. Monetary awards based wholly or in part on athletic achievement demonstrated in OISRA, USSA, or USASA competitions are acceptable ONLY if the two (2) following conditions are met:

10.6.4.1. The awards are deposited in a USSA ski club account and are used to offset direct and necessary expenses for participation (including mileage where the student must drive), and where participation requires absence from home, may accept necessary meals and lodging, AND;

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10.6.4.2. Such awards are reported to the OISRA Executive Director upon receipt, and an accounting for the expenditure of the award is submitted to the OISRA Executive Director at the end of the participation season.

NOTE: Collegiate institutions have eligibility rules which differ from this rule. Reimbursement for some types of training and competition expenses is not acceptable under NCAA rules.

10.6.5. It is the responsibility of the student and parents to become fully informed about collegiate eligibility rules. The most important collegiate eligibility rules are the required core curriculum classes. Compliance with OISRA amateurism rules does NOT mean that collegiate eligibility rules are satisfied. For more information on NCAA eligibility and requirements, contact any college coach, the NCAA rules compliance officer at most colleges and universities or call the NCAA Eligibility Hotline at 800.638.3731. For information about USCSA eligibility, contact the USCSA at uscsa@uscsa.com

10.7. School Representation

10.7.1. A student who competes in OISRA activities representing a school other than the one in which the student has been enrolled becomes ineligible for that sport for the remainder of its season.

10.7.2. If a student is not given permission by the school to use the school name for the team, that student may compete on a team that is organized within a community club that separates students into teams comprised of students enrolled at the same school.

10.7.3. EXCEPTION: A home schooled student who meets the eligibility standards established by Oregon law [**ORS 339.030, ORS 339.035, ORS 339.460**] may represent a public or private school located within the public school attendance boundaries of Joint Residence of the student and student's parents provided that the home school student was enrolled in the home school prior to the first day of school for the public/private school. **See OSAA Executive Board Policy 27**, "Eligibility-Home Schooled Students" for additional information. Once a home school student represents a school, that home school student may not represent another school for one calendar year after last representing the original school without a change in Joint Residence. If a home schooled student is affiliated with a school that does not allow the use of the school name in OISRA activities, then the student may compete on a community club team that designates their teams based on the school the student is enrolled in.

10.8. Student Behavior Standards:

10.8.1. It is expected that students will not be in possession of or under the influence of controlled substances (including tobacco products) at any time during OISRA activities, including the night after the State Meet event. Students are expected to demonstrate sportsmanlike behavior and refrain from using profanity.

10.8.2. If mandated by the school a student attends, a student will additionally be held to the same behavior standards as are outlined in the Policies and Regulations of their school district and they will adhere to the disciplinary consequences dictated by the school they represent.

10.9. Physicals for Athletes: OISRA adheres to Oregon State Law (ORS 336.479) by requiring all OISRA participants in grades 9-12 to get a physical exam every 2 years, using the OSAA approved form: [School Sports Physical Form](#)

10.10. Processing Hardship Requests

10.10.1. All Hardship Requests, including; transfer ineligibility due to the 50% participation rule, grade deficiency only, fifth year, age, non-CSIET foreign students, alleged Undue influence, satisfactory progress toward graduation, and alleged misrepresentation may file a Written Hardship Request with the OISRA Executive Director.

10.10.2. The request to the Executive Director will be Approved (athlete Eligible) or Denied (athlete Ineligible). Should the request be denied, the hardship request may be appealed to the OISRA Board of Directors.

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10.10.3. The Appeal to the Board of Directors will be Approved (athlete Eligible) or Denied (athlete Ineligible). Should the request be denied, the hardship request may be appealed to a Hearings Officer.

10.10.4. The request to the Hearings Officer will be Approved (Eligible) or Denied (Ineligible).

10.11. Hearings Officer

10.11.1. Appointment. The OISRA Board shall appoint one or more Hearings Officers to whom eligibility decisions made by the OISRA Board may be appealed.

10.11.2. Appeals Procedure. A final determination, made by the OISRA Board, that a student is ineligible to participate in OISRA activities may be appealed by a designated head coach, a student or student's parent or guardian by making a written complaint to the OISRA Executive Director, as provided in Rule 10.11.4; any such coach, student, or parent or guardian must exhaust this administrative remedy prior to seeking relief in any other forum or by any other means. The written complaint must be received by the Executive Director within 30 calendar days of a final determination by the OISRA Board or the right to appeal is forfeited. The Hearings Officer shall cause the appropriate hearing notices to be served and, except as otherwise provided in the OISRA Rules, the matter heard as a contested case in accordance with ORA 183.411 to ORS 183.470. The hearing shall be held at a place determined by the hearings officer, but parties or witnesses may appear by telephone, at the discretion of the hearing officer.

10.11.3. Final Determination (Definition). A final determination occurs upon (a) conclusive ineligibility ruling made by the OISRA Board, or (b) a delay of longer than 14 working days between a written request for an eligibility determination and a conclusive ineligibility ruling.

10.11.4. Complaint. A written complaint made to the OISRA Executive Director shall include an appeal fee of \$200.00 and state:

10.11.4.1. The name and address of the person making the complaint and the name of the student(s) affected by the delay or denial,

10.11.4.2. That the complaint is from an OISRA designated head coach, a student who has been determined to be ineligible, or the student's parent or guardian,

10.11.4.3. A statement describing the way in which the petitioner asserts that the determination of ineligibility violates a state or federal law, an administrative rule, or the Rules of the OISRA, and whether the petitioner wishes to provide additional evidence beyond what was produced previously, and if so, what that evidence will establish;

10.11.4.4. The relief requested.

10.11.5. Appeals. A final order issue by the Hearings Officer may be appealed to a proper Circuit Court of the State of Oregon.

11. Appeals on Board Decisions that are Other than Eligibility Decisions

11.1. Appointment of Hearings Officer. The OISRA Board shall appoint one or more Hearings Officers to whom all decisions of the OISRA, other than eligibility decisions under Rule 10, may be appealed.

11.2. Appeals Procedure. A final determination, made by the OISRA Board, may be appealed by a designated head coach by making a written complaint to the OISRA Executive Director, as provided in Rule 11.4; any such designated head coach must exhaust this administrative remedy prior to seeking relief in any other forum or by any other means. The written complaint must be received by the Executive Director within 30 calendar days of a final determination of the OISRA Board or the right to appeal is forfeited. The Hearings Office shall cause the appropriate hearing notices to be served and, except as otherwise provided in the OISRA Rules, the matter heard as a contested case in accordance with ORA 183.411 to ORS 183.470. The hearing shall be held at a location determined by the Hearings Officer or by telephone.

11.3. Final Determination (Definition). A final determination occurs upon (a) conclusive ineligibility ruling made by the OISRA Board, or (b) a delay of longer than 14 working days between a written request for an eligibility determination and a conclusive ineligibility ruling.

11.4. Complaint. A written complaint made to the OISRA Executive Director shall include an appeal fee of \$200.00 and state.

11.4.1. The name and address of the designated head coach making the complaint, and;

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11.4.2. A statement describing the way in which the petitioner asserts that the decision of the OISRA violates a state or federal law, an administrative rule, or the Rules of the OISRA, and whether the petitioner wishes to provide additional evidence beyond that which was produced previously, and if so, what that evidence will establish, and;

11.4.3. The relief sought requested.

11.5. Appeals. A final order issued by the Hearings Officer may be appealed to a proper Circuit Court of the State of Oregon.

12. Appeals of Decisions Made by the Leagues or Steering Committees of each Division

12.1. Appeals of decisions made by a league shall be submitted to the Division Steering Committee of the respective division. The appeal must be in writing, in sufficient detail to set forth the reason for the perceived or alleged inequity of the prior decision or decisions. Supporting evidence or anecdotal narrative from interested or affected persons may be included. A fee of \$25.00 must be sent with the appeal. If the appeal is denied, the fee will be retained by OISRA. If the appeal is upheld, the fee will be returned. The Division Steering Committee must act on an appeal in all haste, or within a maximum of ten (10) days. The appellant must be notified of the decision within a maximum of three (3) days after the vote on the appeal.

12.2. Appeals of decisions made by the Steering Committee of either division shall be considered by the OISRA Board of Directors. The Board of Directors shall consider appeals based upon the record of the Division Steering Committee. No new or additional information shall be considered by the Board not previously submitted to and/or considered by the Division Steering Committee. The appeal must be in writing and in sufficient detail to offer an explanation why the Division Steering Committee erred in their decision. The OISRA Board of Directors shall examine the evidence submitted to the Division Steering Committee, consider the record and render an independent decision, accordingly. If the appeal was made to the Division Steering Committee and denied there will not be an additional fee to appeal to the Board of Directors. The Division Steering Committee or OISRA Board of Directors must act on an appeal in all haste, or within a maximum of ten (10) days. The appellant must be notified of the decision within a maximum of three (3) days after the vote on the appeal.

12.3. A decision on an appeal made by the Board of Directors may be appealed to a Hearing's Officer."

13. Definitions of Teams

13.1. An OISRA team is comprised of students or an individual student who *represent(s) the same high school.

13.2. A varsity team shall consist of not more than five members of the same gender who *represent the same school. Additional members of a team beyond the varsity team shall be called junior varsity members.

13.3. A full team shall consist of three or more members of the same gender who *represent the same school.

13.4. A single individual skiing for the school they attend cannot contribute to a team score; therefore, does not earn varsity team points.

* If a student is not given permission by the school to use the school name for the team, that student may compete on a team that is organized within a community club that separates students into teams comprised of students enrolled at the same school. Home schooled students are allowed to represent public or private high schools according to EXCEPTION in OISRA Policy 10.7.3

14. Provisional Skiers

14.1. Provisional Skiers are skiers who are supervised by an OISRA certified coach at OISRA sanctioned activities, but are not members of an OISRA team.

14.1.1. Provisional Skiers must register online.

14.1.2. The OISRA registered coach who accepts responsibility for the provisional skier must be present whenever the provisional skier is participating in an OISRA sanctioned activity.

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- 14.1.3. If a League allows a provisional skier to participate in an OISRA race, the Provisional Skier's race times cannot be associated with a school or a community club team, contribute to a school or community club team's scores, or displace any high school skier's ranking.
- 14.1.4. Provisional skiers must pay a participation fee, which is determined by the OISRA Board of Directors, before participating in any OISRA sanctioned activities.
- 14.1.5. Provisional skiers can participate in OISRA training and races before entering the 9th grade, and this participation does not count against their four consecutive years of eligibility for OISRA high school skiing.

14.2. Provisional Skier's Participation in State Championships: Each Division can establish criteria for allowing Provisional Skiers to participate in the State Championships.

15. Participatory Season

15.1. The OISRA participatory season shall commence no earlier than the OSAA winter sports season and end no later than March 15th. All team mandatory training and racing shall take place during the Participatory Season.

16. OISRA State Meet Qualifying Events

16.1. Each Division will establish criteria for the official state meet qualifying events for the respective divisions.

17. Eligibility of individuals for the State Championship Meet

17.1. Racers must have competed in at least 50% rounded up of the official league races. This participation can be while racing Varsity or Junior Varsity. The 50% requirement may be waived by the Division Commissioner only in case of injury and only if the following criteria are met:

- 17.1.1. A written request must be submitted at least two (2) weeks prior to the State Championship Meet, and;
- 17.1.2. Written verification must be stating nature and duration of injury by a physician, and;
- 17.1.3. Written release by a physician to participate.

17.2. For ineligibility due to the 50% rule, any hardship requests other than injury are submitted to the Executive Director.

17.3. Exception: Guest Racers and Provisional Skiers are not required to have competed in any league races.

18. Guest Coaches/Skiers' Participation in OISRA Events

18.1. Each Division can establish the allowable situations when a Guest Coach and Guest Skiers may participate in OISRA sanctioned events.

18.1.1. Definition of "Guest Coach" is found in OISRA Policy 6.5

18.1.2. Guest Skiers are students who are coached by a "Guest Coach."

18.1.3. A Guest Skier is required to:

- 18.1.3.1. Register on line and pay the required fee, and;
- 18.1.3.2. Be enrolled in a school that has signed an OISRA school agreement, identifying under what circumstances the students have permission to use the school name when competing, or if the students are not allowed to use the school name, and;
- 18.1.3.3. Be on the team that is comprised only of students enrolled in the school where the student is enrolled, and;
- 18.1.3.4. Meet OISRA academic eligibility standards, and;

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18.1.3.5. Be accompanied by a designated Guest Head coach. (In addition to the designated Head Coach, a guest racer may also be accompanied by a Guest Helper Coach.)
Exception: Freestyle Guest competitors are not accompanied by a designated Guest Head Coach. Instead, Freestyle Guest competitors are assigned to Freestyle Guest Coaches at the OISRA State Freestyle Championships.

18.2. The dues for a Guest Coach and participation fees for a Guest Skier are determined by the OISRA Board of Directors.

19. Violations of OISRA Regulations (OISRA Bylaws; Division Policies; OISRA Policies, including Coaches' Code of Ethics, Paid State Meet Race Officials' Code of Ethics) – Protests and Reported Violations [See Policy 24 for Reporting Violations of OISRA Policies regarding Abuse/Molestation, Hazing, and Reporting Abuse.]

19.1. A coach, league rep, or race official wishing to have another OISRA coach, or OISRA officer, or paid race official penalized for the violation of OISRA regulations shall file a written notice of protest signed by the Division Commissioner specifying the grounds of the protest with the Executive Director. The notice shall be filed without delay after the alleged violation has occurred, and unreasonable delay may be considered a factor in ruling on any protest. Reported violations may be initiated by the Executive Director or by the OISRA Board, without the signature of the Division Commissioner.

19.2. The Executive Director shall notify the accused coach, officer, or paid race official of the protest, and after such further investigation as the Executive Director deems necessary, shall either make a ruling on the protest or refer it to a three-member disciplinary panel, selected by the OISRA Board, who shall further investigate the protest. This panel shall not include the Executive Director, Registrar, or OISRA Board members, but may include the league representative for the coach.

19.3. Any parent or student, coach, league rep, or race official may appeal to the OISRA Board from a ruling of the Executive Director on a protest by giving the Executive Director written notice of such appeal within 10 working days of the Executive Director's ruling. Failure to give such notice shall be a waiver of the right of appeal.

19.4. Any parent or student, coach, league rep, or race official may appeal to the OISRA Board from a ruling of the three-member disciplinary panel by giving the Executive Director written notice of such appeal within 10 working days of the three-member disciplinary panel's ruling. Failure to give such notice shall be a waiver of the right of appeal.

20. Violations of OISRA Regulations (OISRA Bylaws; Division Policies; OISRA Policies, including Coaches' Code of Ethics, Paid State Meet Race Officials' Code of Ethics) - Penalties [See Policy 25 for Penalties for Violations of OISRA Policies regarding Abuse/Molestation, Hazing, and Reporting Abuse.]

20.1. Upon a ruling by the Executive Director, the three-member disciplinary panel, or the OISRA Board, the OISRA Board may impose any form of penalty set forth in Rule 20 that the OISRA Board finds appropriate to deter such conduct and assure fair treatment, protection and favorable conditions for all member coaches, paid race officials and participants. A school is not subject to penalties based on the conduct of an employee who is an OISRA member coach or on the conduct of team members.

20.2. A team supervised by a member coach may be subject to penalties under Rule 20 based on the conduct of the team members or on the conduct of the coach.

20.2.1. Probation: When a team is on probation, probation shall be a factor in determining the penalty for any violation during probation.

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20.2.2. Forfeiture of meets, championships, titles, awards or the right to participate in such meets or championships as the Board may direct.

20.2.3. Fines in the amounts as the OISRA Board may determine

20.2.4. Upon a ruling by the Executive Director or the three-member disciplinary panel that a coach who has not completed the required coaches training courses is coaching students in a meet or championship, the team shall be subject to penalties as determined by the OISRA Board. Likewise, if students are being supervised in a meet or championship by an uncertified coach without a certified coach present, the team shall be subject to penalties as determined by the OISRA Board.

20.2.5. The OISRA Board may direct that any or all penalties provided in this Section are to be imposed only if certain conditions are not met, or that any such penalties are to be relieved if certain conditions are met.

20.3. A coach may be subject to penalties under Rule 20 based on the coach's conduct.

20.3.1. Penalized individual writes a letter of apology to the OISRA Board.

20.3.2. Suspension of a coach from participation in OISRA activities.

20.3.3. Expulsion of coach from membership in the Association.

20.3.4. Suspended or expelled coaches may be reinstated by the OISRA Board, subject to the conditions the Executive Board may direct.

20.4. An OISRA team is not penalized if the Executive Director or OISRA Board determines a student is ineligible. That student's race results are deleted from any race results for races in which that student participated during the student's ineligibility.

21. OISRA Abuse & Molestation

21.1. OISRA does not tolerate abuse or molestation in any form by any individual. Please refer to the OISRA Abuse & Molestation Guidelines; Appendix B.

22. Reporting of Abuse

22.1. Mandatory Reporting for Certified Coaches

22.1.1. All OISRA Certified Coaches are required to report child abuse if they have reasonable cause to suspect child abuse.

22.1.1.1. See OISRA Appendix B for definitions of child abuse: neglect, physical, emotional, and sexual abuse.

22.1.1.2. OISRA Certified Coaches must watch their students for changes in behavior, notice physical symptoms and signs, and notice signs of bullying, which may include a drop in performance, behavioral changes, mood swings, reluctance to train/compete, frequent loss of possessions, physical injuries (bruising, scratches, etc), poor sleep, loss of appetite/weight

22.1.1.3. OISRA Certified Coaches must also report suspected abuse regardless of whether or not the knowledge of the abuse was gained in the coach's official capacity as an OISRA coach. In other words, mandatory reporting of abuse of children is a 24-hour obligation.

22.1.2. If OISRA Certified Coaches notice signs of abuse, they are obligated to follow the process defined in ORS 419 B.015

22.1.2.1. They must immediately make a phone call to the Department of Human Services (Child Protection Agency) or law enforcement (police, county sheriffs' offices, Oregon State Police) – not required to call both.

22.1.2.2. The oral report shall contain, if known, the names and addresses of the child and the parents of the child or other persons responsible for care of the child, the child's age, the nature and extent of the abuse, including any evidence of previous abuse, the explanation

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given for the abuse and any other information that the person making the report believes might be helpful in establishing the cause of the abuse and the identity of the perpetrator.

22.1.2.3. If someone is being hurt or is in danger, call 911 immediately.

22.1.2.4. A link to phone numbers for reporting in Oregon is posted on the OISRA website homepage.

22.1.3. Some schools have an internal protocol for volunteers to report abuse to an administrator at school, and it is advisable to follow that protocol. However, making a report to the school does not relieve the Certified Coach from the obligation of the OISRA Policy to report by making a phone call to the DHS or law enforcement.

22.1.4. If the person suspected of abusing a child is an OISRA coach, league rep, race official, or anyone associated with OISRA, OISRA has an internal protocol for reporting these abuse incidents to the Executive Director (Policy #24). However making a report to the OSIRA Executive Director does not relieve the Certified Coach from the obligation of the OISRA Policy to report by making a phone call to the DHS or law enforcement.

22.1.5. It is advisable for the Certified Coach to make written notes for their own record-keeping in case they are asked to remember what they said in the oral report.

22.1.6. If an OISRA Certified Coach is paid by a school for coaching a ski team, they have the obligation as a paid school coach to report abuse as a “mandatory reporter” through the Oregon Department of Human Services or law enforcement agencies. This OISRA Certified Coach is not required to make a second report about the same incident of abuse to these same agencies but is required to make a second report if the OISRA Certified Coach believes any subsequent incident of abuse has occurred.

22.1.7. If an OISRA Certified Coach is also a USSA coach, they have the obligation to report abuse through the United States Center for Safe Sport Authorization. This USSA Coach is required to make a second report about the same observed abuse through the Oregon Department of Human Services or law enforcement agencies.

22.2. Instructions for Helper Coaches

22.2.1. All OISRA Helper Coaches are required to verbally report suspected child abuse to the coach who is supervising them.

22.2.2. It is optional if a Helper Coach wants to also report to Oregon Department of Human Services or law enforcement agencies if they have reasonable cause to suspect child abuse.

22.2.3. If the person the Helper Coach suspects of abusing a child is an OISRA coach, league rep, race official, or anyone associated with OISRA, OISRA has an internal protocol for a Helper Coach to report these incidents to the Executive Director (Policy #24).

23. Anti-Hazing Policy

23.1. Hazing is willful conduct directed at a student that is intended to physically or emotionally intimidate, punish, embarrass, humiliate, ridicule or place any student in a disconcerting position for the purpose of initiation, affiliation, inclusion or membership in any team or organization.

23.2. The OISRA believes that hazing has no place in a youth activity program and poses a significant risk to the physical and mental welfare of students. Hazing obstructs the development of good citizens, escalates the risks of participation, negates positive contributions and destroys respect for self, others and the environment. Students participating in youth activity programs have a right to be safe and free from hazing.

23.3. All OISRA coaches are required to complete an Anti-Hazing training course and must take an active role in the prevention of all forms of hazing by adopting and enforcing strict anti-hazing rules for their teams.

23.4. OISRA prohibits hazing and any student, parent, community member, or coach is encouraged to report incidents of hazing according to procedures described in OISRA Policy #24.

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23.5. Oregon Law (ORS 163.197) describes what the legal violation is when an organization or a member of an organization commits the offense of hazing and defines the legal punishment for these types of violations. OISRA policy #25 describes the OISRA penalties for hazing.

24. Reporting Violations of “Good Practice,” Reporting Abuse, and Anti-Hazing

- 24.1.** In addition to any coach, league rep, or race official, any student, parent, or community member may report incidents of suspected violations of “Good Practice” as outlined in “OISRA Abuse/Molestation Guidelines, and/or violations of the OISRA Policy for Reporting Abuse, and/or violations of the OISRA anti-hazing policy if such incident involves a coach, league rep, race official, or anyone associated with OISRA. All such reports must be submitted in writing and shall indicate the suspected violator and suspected victim. All such reports shall be submitted directly to the Executive Director without delay after the alleged violation has occurred. Any and all such reports shall be handled with the utmost confidence and the identity of any reporter shall be withheld and kept anonymous.
- 24.1.1.** A report to the OISRA Executive Director, pursuant to Section 24.1, shall not relieve an OISRA Certified Coach from their mandatory reporting duty as set forth in Policy #22, which requires all OISRA Certified Coaches to report child abuse to the Oregon Department of Human Services or law enforcement agencies if they have reasonable cause to suspect child abuse.
- 24.2.** Upon receiving a report of suspected violations of “Good Practice” as outlined in “OISRA Abuse/Molestation Guidelines, and/or violations of the OISRA Policy for Reporting Abuse, and/or violations of the OISRA anti-hazing policy the Executive Director shall determine if such incident constitutes a violation of criminal law (engaging the services of a competent attorney if necessary to make such determination) or a non-criminal violation of OISRA policies.
- 24.3.** If a report is determined to constitute a violation of criminal law, the Executive Director will promptly report the incident to the appropriate law enforcement officials. Upon reporting the incident to law enforcement officials, the Executive Director will take no action unless lawfully directed to do so by law enforcement officials. Notwithstanding the foregoing, the Executive Director shall immediately hire a competent criminal defense attorney to represent OISRA and will take and maintain notes and files on all interagency communications and actions in connection with the incident and which occur thereafter.
- 24.3.1.** It shall be a violation of this policy, and subject to the penalties of Policy 25, if any coach, league rep, race official, or anyone associated with OISRA fails to cooperate in any manner with law enforcement officials in connection with a reported incident hereunder.
- 24.3.2.** Upon the conclusion of any investigation, court proceeding, or other law enforcement action, OISRA shall conduct its own investigation, truncated or otherwise. The Executive Director shall notify the accused coach, officer, or paid race official of the reported complaint, and after such further investigation as the Executive Director deems necessary, shall either make a ruling on the complaint or refer it to a three-member disciplinary panel, selected by the OISRA Board, who shall further investigate the complaint. This panel shall not include the Executive, Director, Registrar, or OISRA Board members, but may include the league representative for the coach.
- 24.4.** If a report received by the Executive Director is determined to constitute a non-criminal violation of OISRA policies “Good Practice” as outlined in “OISRA Abuse/Molestation Guidelines” and/or a violation of OISRA Policy for Reporting Abuse, penalties shall be imposed in accordance with Policy 25.
- 24.5.** During any OISRA investigation, and even after the matter is final, the following behavior may be considered misconduct and subject to the penalties of Policy 25:
- 24.5.1.** Abuse of Process: Direct or indirect abuse of or interference with OISRA investigations by (a) falsifying, distorting, or misrepresenting information; (b) destroying or concealing information

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prior to or during an investigation; (c) attempting to discourage an individual's proper participation in or use of OISRA's investigation; (d) harassing or intimidating (verbally or physically) any person involved in OISRA's investigation before, during, and/or after an investigation; (e) publicly disclosing a reporting party's identifying information; (f) failing to comply with Section 24.1's suspension and banishment; or (g) influencing or attempting to influence another person to commit abuse of process.

24.5.2. Failure to Report: Any mandatory reporter under Policy #22 failure to make a required report as set forth in Policy #22;

24.5.3. Intentionally Making a False Report: Any reporter who is found to have made a false report intentionally, knowingly, or maliciously without regard for truth.

24.6. Materials created or produced in any OISRA investigation in accordance with this Policy # 24 shall be marked and kept confidential on a need to know basis only, shall not be disclosed outside of such investigations or proceedings, and shall only be disclosed as required by law.

25. Penalties for Violations of "Good Practice," Reporting Abuse, and Anti-Hazing.

25.1. Upon the Executive Director receiving a report of an incident of a suspected violation of "Good Practice" as outlined in "OISRA Abuse/Molestation Guidelines," and/or violations of the OISRA Policy for Reporting Abuse, and/or violations of anti-hazing policy, involving a coach, league rep, race official, or anyone associated with OISRA, the suspected coach, league rep, race official, or person associated with OISRA shall be immediately suspended and banned from all OISRA facilities and events until conclusion of an appropriate investigation and imposition of a penalty, if any.

25.1.1. If a matter is criminal in nature, the suspension and banishment of Section 25.1 shall continue through any investigation, court proceeding, or other law enforcement action.

25.2. Any judgment or ruling, in court or otherwise, against a coach, league rep, race official, or person associated with OISRA shall be conclusive evidence of the coach, league rep, race official, or person associated with OISRA's violation of OISRA policies. Notwithstanding the foregoing, a dismissal of any investigation, court proceeding, or other law enforcement action that does not result in a judgment or ruling against the suspected coach, league rep, race official, or person associated with OISRA, shall not operate as conclusive evidence of such person's innocence in relation to a violation of OISRA's policies, and OISRA reserves the right to impose any penalty it deems fit pursuant to this Policy 25.

25.3. Upon a ruling by the Executive Director or the three-member disciplinary panel, or the OISRA Board, the OISRA Board may impose any form of penalty set forth in this Policy 25 that the OISRA Board finds appropriate to deter such conduct and assure fair treatment, protection, and favorable conditions for all coaches, league reps, race officials, students, and/or persons associated with OISRA. All penalties imposed hereunder shall be imposed solely against the accused individual.

25.4. An accused individual under Policy 25 may be subject to the following penalties, which may be imposed singularly or in conjunction:

25.4.1. Indefinite or permanent suspension;

25.4.2. Probation for a period of time as determined by the OISRA Board;

25.4.3. Fines in an amount as the OISRA Board may determine;

25.4.4. Public reprimand by statement issued by the OISRA Board;

25.4.5. Mandatory educational or behavior programs as directed by the OISRA Board;

25.4.6. Loss of privileges as determined by the OISRA Board;

25.4.7. Written warning issued privately to the accused individual;

25.4.8. Any other penalty, whether broader or lesser than the penalties described herein, the OISRA Board deems appropriate given the facts and circumstances of the accused individuals' offenses hereunder.

25.5. Factors relevant to determining appropriate penalties include, without limitation:

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- 25.5.1. Seriousness of the violation;
- 25.5.2. The accused individual's prior history;
- 25.5.3. The ages of all individuals involved;
- 25.5.4. Whether the accused individual poses an ongoing threat to the safety of others;
- 25.5.5. Voluntary disclosure of violation and/or cooperation by the accused individual;
- 25.5.6. Disposition of an investigation by law enforcement officials;
- 25.5.7. Real or perceived impact of the incident to the accused individual's victim or to OISRA;
- 25.5.8. Any other mitigating and/or aggravating circumstances.

26. Whistleblower and Non-Retaliation Policy

26.1. General. Oregon Interscholastic Ski Racing Association requires directors, officers, employees, and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Oregon Interscholastic Ski Racing Association, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

26.1.1. In addition to the requirements of this policy, all employees and representatives are encouraged to call attention to, in a positive and non confrontational manner, practices or specific actions which do not reflect the high ethical standards of Oregon Interscholastic Ski Racing Association.

26.2. Reporting Responsibility. It is the responsibility of all directors, officers, employees, and volunteers to comply with and to report violations or suspected violations of any local, state or federal laws or regulations.

26.3. No Retaliation. No director, officer, employee, volunteer, or contractor who in good faith reports a violation or suspected violation of any local, state or federal laws or regulations shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within Oregon Interscholastic Ski Racing Association prior to seeking resolution outside of Oregon Interscholastic Ski Racing Association.

26.3.1. Retaliation includes any harmful action, interference with the lawful employment or livelihood, discharge, demotion, suspension, any manner of discrimination with regard to promotion, compensation or other terms, conditions or privileges of employment.

26.4. Reporting Violations. Directors, officers, employees, and volunteers should share their questions, concerns, suggestions or complaints with someone who can address them properly. Therefore, reports of violations or suspected violations of any local, state or federal laws or regulations should be made to the most appropriate person within Oregon Interscholastic Ski Racing Association's organizational hierarchy including the Board of Directors.

26.4.1. Additional reports to that person or any other person should generally not be made unless the reporter reasonably believes that the process for investigation and response provided in Section 26.5 is not being followed.

26.4.2. A sample list of appropriate persons to report to is provided below. When in doubt, reports should be made to the Executive Director or President of the Board of Directors.

26.4.2.1. The reporting employee's or volunteer's supervisor.

26.4.2.2. The program director or Oregon Interscholastic Ski Racing Association manager in charge of the area in which the violation has occurred or is suspected.

26.4.2.3. The Director of Human resources or the Chief Financial Officer (if the matter relates to accounting or finance issues) or other similar employees that Oregon Interscholastic Ski Racing Association may employ at the time of the Report.

26.4.2.4. The Executive Director.

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26.4.2.5. An Officer of the Board of Directors including the President.

26.4.2.6. The Chair of another member of the Audit or Finance Committee if the matter relates to accounting or finance issues.

26.4.2.7. Any Director.

26.4.2.8. An appropriate regulatory body such as the IRS or the Department of Justice.

26.5. Handling of Reported Violations. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation. The following process will be used:

26.5.1. The person to whom the report has been made will immediately contact the Executive Director, who will notify the Board President. If Oregon Interscholastic Ski Racing Association does not have an Executive Director or similar position, the Board President will conduct this process.

26.5.2. If it is not appropriate to contact the Executive Director or Board President because he or she is involved in the violation and is therefore not likely able to handle the investigation objectively, the remaining impartial Officers of the Board will be notified and will proceed with this process in place of the Board President and/or Executive Director.

26.5.3. The Board President and Executive Director will notify the reporter and acknowledge receipt of the report within 5 business days if possible.

26.5.4. The Board President and Executive Director will convene a meeting of the Officers to determine the proper course of investigation. The Officers may delegate the investigation to an appropriate standing or ad hoc committee including the audit or finance committee.

26.5.5. Within 30 days of the report, the Officers or the delegated committee will complete its investigation and decide on appropriate corrective action if warranted by the investigation. Additional time may be needed in some cases.

26.5.6. The Officers and Executive Director will inform the reporter of the results of the investigation and any corrective action that has been or will be taken.

26.6. Acting in Good Faith. Any good faith report, concern or complaint is fully protected by this policy, even if the report, question or concern is, after investigation, not substantiated. Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of local, state or federal law or regulation.

26.6.1. The act of making allegations that prove to be unsubstantiated and that prove to have been made maliciously, recklessly, or with the knowledge that the allegations are false, will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the volunteer position or termination of employment. Such conduct may also give rise to other actions, including civil lawsuits.

26.7. Confidentiality. Upon the request of the complainant, Oregon Interscholastic Ski Racing Association will use its best efforts to protect the confidentiality of the complainant for any good faith report. Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

27. Lines of Communication:

27.1. Communication procedures should be as follows:

27.1.1. Racer and parent concerns should first be addressed to their respective coaches.

27.1.2. Coach's concerns should first be addressed by the League Representative.

27.1.3. League Representatives should communicate concerns to their respective Steering committee.

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- 27.1.4. Steering committee members should communicate concerns to the OISRA Board of Directors through the Steering Committee liaison to the Board of Directors.
- 27.1.5. Violations of OISRA Regulations (OISRA Bylaws; Division Policies; OISRA Policies, including Coaches' Code of Ethics and Paid State Championship Officials' Code of Ethics) should be communicated to the OISRA Executive Director as described in Policy #19.
- 27.1.6. Incidents of abuse/molestation, violations of "Good Practice" as outlined in "OISRA Abuse/Molestation," and/or a violation of OISRA Policy for Reporting Abuse, and/or a violation of OISRA anti-hazing Policy should be communicated to the OISRA Executive Director as described in Policy #24.

28. Releasing of Student Identification Information Gathered by the OISRA

- 28.1.** State and Federal law requires that student information considered to be "Education Records" be confidential. The information that the OISRA, or any agent or agency of OISRA (including all teams, leagues, committees, directors, officers, staff, volunteers, and committee members) request, and become holders of, contains such "confidential" information. OISRA and all agents and agencies of OISRA shall permanently hold all confidential information in strict confidence in perpetuity unless such information is essential for OISRA or OISRA's agents or agencies to properly and efficiently perform OISRA's duties, or disclosure is required to meet a legal requirement.
- 28.2.** All coaches and parent representatives are required to make certain that only the team name, the members names, their gender and age, are on any rosters provided to ski areas and other organizations commercial or non commercial. No team rosters shall include any address or electronic communication information.
- 28.3.** Should a ski area require more than the applicant's name, gender and age on their individual indemnity release-forms, it is the parent's responsibility as to what further information they provide.
- 28.4.** Any solicitations made to coaches or parent representatives for student information that may fall within the "Educational Records" description are to be referred to the School District official in charge of students' records.
- 28.5.** All actions involving student information will adhere to the Oregon State Law ORS 336.184: Oregon Student Information Protection Act.
- 28.6.** The only exceptions is when the parent/guardian has given permission for the student's NAME ONLY to be released only for media communications, for example to identify a photo for the newspaper.

29. Religious observances in public high schools

- 29.1.** The inclusion of non-public high schools in the program requires the non-public schools to align with public school practices. Regarding religious observances in public high schools; the general rule is that no non-public high school students (coach, parent, volunteer) can proselytize or lead any student or team prayers during a team activity. If you have any questions on this take them to your school administration so that you are fully aware of what is mandated by the state and acceptable to them.

30. Incident Reports

- 30.1. Accidents/Incidents** at an OISRA sanctioned event will be reported immediately to an OISRA certified coach or race official. The certified coach or official will immediately inform the Technical Delegate of the event.
- 30.2. An Incident Report** must be filled out where any of the following occurs:
 - 30.2.1. A parent/guardian is contacted
 - 30.2.2. Dizziness, nausea or a bump involved

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30.2.3. Extensive bleeding is exhibited

30.2.4. Incident involves a student with an identified disabling condition.

30.2.5. Medical consultation is sought.

30.2.6. An injured team member; racer, coach, volunteer, or member of the public is attended by ski patrol or moved to the ski patrol emergency rooms, or other medical facility.

30.2.7. Legal action is threatened by any of the parties involved.

30.3. Certified Coaches' responsibility: Training or race incidents involving injury shall be reported to the OISRA as per the OISRA Incident/Injury report. Additionally, certified coaches must abide by the regulations in OAR 581-022-0421, regarding concussion awareness and determine when a student may return to training or racing after the diagnosis of a concussion.

30.4. Leagues' responsibility: All race accidents involving injury, either personal or property shall be reported to the OISRA as per the OISRA Incident/Injury report. Any incident involving a member of the general public that happens in or about the race arena and may be considered to be a liability risk, must be reported by the event Technical Delegate and confirmed by the League Representative. If a ski area, or state forest requires a report from a league official it is the responsibility of the League Representative to ensure that this report is copied to the OISRA. (Fax: 1-541-225-5742 or Executivedirector@OISRA.org)

30.5. Discretion to fill out a report may be used when a child asks for first aid for minor injuries, requiring a band-aid or ice pack and TLC.

30.6. ALL incidents, whether reported or not, should be logged in a team's incident log with date, name of student, injury and first aid rendered. If there is some question whether an incident report is needed, please complete a report form.

30.7. Written reports will be submitted within **72 hours** to the OISRA Registrar; (Fax: 1-775-640-4650 or Executivedirector@OISRA.org) for all accidents/incidents occurring at team practices or OISRA races. Reports will cover property damage as well as personal injury.

30.8. The Board of Directors will investigate accidents/incidents when necessary. As a result of an investigation any corrective measures required will be acted upon.

30.9. Records from November through March will be maintained by the Board of Directors. An analysis of the data and trends will be made at least annually.

31. Ski area indemnities and waivers

31.1. No official of the OISRA or of its affiliated member leagues and/or teams or coach or parent representative shall sign on behalf of another member of OISRA or its leagues any indemnity or waiver that would purport to remove the rights of any individual associated with the OISRA or its associated leagues and/or teams to seek redress through the courts.

32. Lightning Safety Guidelines (adapted from "NFHS Sports Rules Books")

32.1. These guidelines are a default policy for coaches responsible for making decisions concerning suspending and restarting practices and/or skiing events based on the presence of lightning or thunder. If a school has different guidelines, follow the school guidelines. [Any alpine activities at a ski area will be suspended and restarted based on the ski areas' decision to suspend and restart lifts.]

32.2. Assign one person to monitor local weather conditions before and during practices and/or events.

32.3. Have an evacuation plan, identifying an appropriate nearby safe area.

32.4. Develop criteria for suspension and resumption of outdoor activities:

32.4.1. When thunder is heard or a cloud-to-ground lightning bolt is seen, the leading edge of the thunderstorm is close enough to strike your location with lightning. Suspend play for 30 minutes and take shelter immediately.

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32.4.2. 30-minute rule. Once practice/event has been suspended, wait at least 30 minutes after the last thunder is heard or flash of lightning is witnessed prior to returning to activity.

32.4.3. Any subsequent thunder or lightning after the beginning of the 30-minute count will reset the clock and another 30-minute count should begin.

32.5. Inform student athletes of the lightning policy at the start of the season.

33. Competing in events that are not sanctioned by OISRA

33.1. The OISRA does not prohibit students who are registered with OISRA from participating in events that are not sanctioned by OISRA:

33.1.1. When an OISRA team competes in an event that is not sanctioned by OISRA, that team cannot represent itself as an OISRA team.

33.1.2. When a student who is registered with OISRA competes in an event that is not sanctioned by OISRA, the student cannot represent himself/herself as an OISRA skier.

33.1.3. Students who are coached by OISRA member and associate member coaches CAN compete as members of OTHER ski clubs/organizations (USSA, USASA, for example) in events that are not sanctioned by the OISRA

33.1.4. OISRA coaches and students are not insured by OISRA for events that are not sanctioned by OISRA.

34. Financial Policies

34.1. The OISRA requires each Division and each League to have its own Assumed Business Name (DBA) using the OISRA Tax ID#. Only the OISRA bank account, the Division bank accounts, and the League bank accounts will use the OISRA Tax ID #. No other bank accounts (team, for example) may use the OISRA Tax ID#.

34.2. Exception: The only exception is that if a League is separately incorporated and has its own IRS 501(c)(3) status then it does not need to have an Assumed Business Name and shall not use the OISRA Tax ID#. Instead, it shall use its own name and its own Tax ID# on its bank accounts.

34.3. Submitting paperwork to the OISRA Treasurer:

34.3.1. Each division treasurer will submit to the OISRA treasurer the proper paperwork describing the division bank account activity so the state treasurer can file with the IRS each year.

34.3.2. Each League Representative will submit to the OISRA treasurer the proper paperwork describing the league bank account activity so the state treasurer can file with the IRS each year.

34.4. Approval of expenditures:

34.4.1. All expenditures from the state treasury must be approved by the OISRA President or the Board of Directors.

34.4.2. All expenditures from a Division bank account must be approved by a Division Director, Division Commissioner or the Division Steering Committee and must comply with the Board-approved budget and all OISRA policies.

34.4.3. All expenditures from a League bank account must be approved by the League representative and must comply with the League-approved budget and all OISRA policies.

34.5. Check-signing authority:

34.5.1. The President, treasurer, and vice-president each have the authority to sign checks from the OISRA bank account in accordance with OISRA's policies and the Board-approved budget for payment of expenses and distribution of funds as authorized by the Board of Directors.

34.5.2. The Division Director, Division Commissioner, and Division Treasurer each have the authority to sign checks from the Division bank account in accordance with Division policies and the

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Board-approved budget for the payment of expenses and distribution of funds as authorized by the Division Steering Committee.

- 34.5.3. The League Treasurer and League Representative each have the authority to sign checks from the League bank account in accordance with the League policies for the payment of expenses and distribution of funds as authorized by the League coaches.

35. Fundraising Policies

35.1. Purpose: The purpose of this policy to establish guidelines for soliciting charitable gifts in a concerted, effective, ethical, and professional manner.

35.2. Roles and Responsibilities

35.2.1. **Board of Directors.** The Board of Directors of Oregon Interscholastic Ski Racing Association, OISRA, has overall responsibility for establishing policies and direction for the organization's fundraising programs including campaign planning. The Board has final authority to accept or decline all gifts and oversee management of gift assets.

35.2.2. **Finance Committee.** The Board of Directors designates the Finance Committee to provide direct oversight of the management of funds and the development of policies related to the organization's financial health and sustainability, including gift acceptance policies. The Finance Committee is also designated by the Board to conduct initial review of proposed gifts and present its recommendation for acceptance or decline of gifts to the Board. The Finance Committee may invite additional Board members or staff who are not regular members to provide input as to the acceptance of gifts.

35.2.2.1. The Finance Committee Chair shall have a term of 2 years, and all other committee Members shall have terms of one year. The Board of Directors will reappoint committee members at the end of their terms.

35.2.3. **Fundraising Committee.** The Board of Directors designates the Fundraising Committee to work with the staff to develop fundraising plans, assist in implementing those plans, engage in actual fundraising activities such as events and donor meetings, and give input on policies that have an impact on the organization's relationships with donors.

35.2.3.1. The Fundraising Committee Chair shall have a term of 2 years, and all other committee Members shall have terms of one year. The Board of Directors will reappoint committee members at the end of their terms.

35.2.4. **Staff.** OISRA staff is responsible for implementing and administering organization's fundraising programs and policies. The staff also provides information to the board and committees to help them accomplish their roles.

35.3. Development of Fund Raising Plans. The Fundraising Committee shall collaborate with staff to set and implement annual, special and campaign plans and strategies to raise funds in support of the mission of OISRA and short and long term goals established by the Board. The committee shall present and report on those plans to the Board. Approval of the Board is required for new campaigns or other efforts that are beyond OISRA regular course of business. The following considerations and requirements should be addressed by fundraising plans.

35.3.1. Donors should be encouraged to make unrestricted gifts to allow OISRA flexibility in accomplishing its charitable mission and goals. When restrictions are necessary and desirable, donors will be asked to make the most flexible restrictions possible while still meeting their philanthropic goals.

35.3.2. Giving clubs, societies, and recognition levels appropriate for OISRA and solicitation plans may be established by the Board. Benefits and premiums may be offered for various giving levels if approved by the Board. Care must be taken to select premiums and benefits which preserve deductibility for donors, avoid Unrelated Business Taxable Income, also attract and help thank donors appropriately.

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35.3.3. OISRA Partner Sponsorship Level

35.3.3.1. This level of sponsorship will be a 3-year agreement at \$5,000 per year

35.3.3.2. Benefits to the OISRA Partner sponsor will include, but not be limited to, banners at each league race and an OISRA website logo link.

35.3.3.3. Distribution of OISRA Partner funds will be as follows: contribution to administration costs not to exceed 10%; the balance distributed proportionately to Alpine Division and Nordic Division based on registration numbers on December 31st.

35.4. Development of Solicitation Materials and Forms. OISRA will develop and use standard forms and documents for consistency and efficiency in fundraising efforts. Examples of appropriate forms include Pledge Forms, Gift Forms, Gift Agreements, and language used in thank you letters to document gifts over \$250 for tax purposes. All standard forms will be reviewed by legal counsel.

35.4.1. Case statements and solicitation materials must be carefully drafted to create a clear and enticing picture of what OISRA is trying to accomplish without providing so much detail that excessive restrictions are created.

35.5. Solicitation

35.5.1. Ethical Practices. Every aspect of solicitation of charitable gifts must be conducted with the utmost integrity and with the charitable purposes of the OISRA as the primary consideration. All board members staff and volunteers will be provided a copy of the Donor Bill of Rights (attached) and are required to conform to that document in all solicitation activities.

35.5.1.1. In addition, Staff and Board members must be careful not to place the organization or themselves in the position of serving as the legal, financial, or tax advisor to a current or prospective donor. The role of the OISRA representative is to inform and assist donors as they make their charitable giving decisions. All representatives of OISRA will exercise prudence and consider the donor's personal interests while helping to fulfill the donor's charitable objectives. All representatives of OISRA will encourage donors to seek their own professional advice on matters relating to the proposed gift transaction. OISRA personnel will not knowingly be a party to inflating the value of a gift above the true fair market value in order to provide a tax advantage to the donor.

35.5.2. Confidentiality. Except as allowed by the donors, all agreements with donors and all information concerning donors and prospective donors will be held in strict confidence by OISRA subject to legally authorized and enforceable requests for information by government agencies and courts. All other requests for or releases of information concerning donors will be honored or allowed only if permission is obtained from the donor prior to the release of such information.

35.5.3. Payment of Fees. All gifts are presumed to be made for the ultimate benefit of OISRA and for the purpose of furthering organization's mission. In accordance with IRS regulations, donors are expected to pay any fees and expenses they incur related to their gifts. Examples of fees include required appraisals to determine the value of property, fees paid to financial advisors to determine the tax implications of a gift, or legal fees to the donor's attorney.

35.5.3.1. OISRA will pay for its own attorney's fees, although such expense may be deducted from the gift if disclosed to the donor before the gift is accepted.

35.5.3.2. Fees related to the sale of donated property or stock will be deducted from the gross receipts for the sale, unless other arrangements have been made with the donor. Final approval for the organization's payment of any other fees requires authorization by the Board of Directors. The following fees are prohibited:

35.5.3.2.1. Finders' fees for current or planned gifts.

35.5.3.2.2. Investment or administrative fees that in any way could be construed as compensation for a gift being made to OISRA or for its benefit.

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35.5.4. Disclosures. The donor will be advised that it is the donor's responsibility to obtain any necessary appraisals, file appropriate tax returns, and defend against any challenges to claims for tax benefits. OISRA will disclose the value of all premiums and benefits supplied to donors in compliance with IRS regulations. (see IRS publication 1771 or successor publications).

35.5.5. Gift Acceptance. OISRA is not required to accept every gift that is offered or solicited. Care will be taken to only accept that comply with the OISRA Gift Acceptance Policy.

35.5.5.1. OISRA shall not accept donations, grants, or scholarships from businesses or individuals promoting products that are not legal for use by minors such as alcohol, tobacco, marijuana, or other similar controlled substances or from businesses or individuals promoting products or services that are inappropriate for minors such as adult sex stores, pornography or pornographic websites. This includes businesses or individuals who may reasonably be inferred to be associated with such products or services as well.

35.5.6. Board Approval. OISRA's acceptance of donations, grants or sponsorships of \$5,000.00 or more must be approved by the Board of Directors.

35.5.7. Donation Receipts. OISRA shall give donation receipts acknowledging donations to all donors in order to allow them to claim a tax deduction for their donation.

35.5.8. Grant Applications. The Executive Director is authorized to apply for and accept grants which are consistent with the approved budget and programs of OISRA. Grant applications, agreements and other documents requiring signatures may only be signed by the Executive Director or other authorized signers.

35.6. Collection of Pledges. OISRA may, but is not required to, exercise any legal actions available to collect unpaid enforceable pledges. Generally, OISRA will contact donors who have not paid their pledges on the agreed upon schedule in a polite and friendly manner to ascertain whether the donor still wishes to make the contribution. Further action requires board approval. Reports may be made to the board of the pledges which appear not to be collectible to determine whether these pledges should be excused or whether further action should be taken.

35.7. Donor Recognition and Stewardship

35.7.1. Acknowledgement and Stewardship. All charitable gifts will be acknowledged and substantiated in accordance with IRS regulations. (see IRS publication 1771 or successor publications).

35.7.1.1. In addition OISRA will recognize and thank donors for their generosity in appropriate ways both publicly and privately, subject to the confidentiality provisions of the OISRA Fundraising Policy and in accordance with policies adopted by the Board of Directors.

35.7.2. Naming Policy. The Board may approve opportunities for donors to give a minimum gift and therefore be recognized by having a particular program, physical space, fund or something similar named after them. The Board may approve naming opportunities individually or as a list of available opportunities with corresponding minimum gifts for each. Care should be taken to designate minimum amounts which maximize giving potential, but do not alienate past donors. Naming opportunities must be documented in a Gift Agreement. Unless the Gift Agreement provides otherwise, the term of any Naming Opportunity shall be for the lesser of 25 years or the life of the object, fund, or program named.

35.8. Donor Records. Donor records will be kept in an orderly and secure fashion which will allow for effective identification, cultivation, solicitation and stewardship of donors; trending data and other reports. In general, records will be kept in one [Access Database] [Excel Spreadsheet] [other program]. All record-keeping shall comply with the OISRA Document Retention and Destruction Policy.

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36. Division General Meetings

36.1. Regular Division General Meetings

- 36.1.1. If requested by the Division Director, the Division Steering Committee, or 60% of the votes of head coaches of the Division, there will be a Fall or Spring Division General Meeting, held to elect members to the Division Steering Committee, attended by the head coaches in the Division.
- 36.1.2. Notice of the time and place of the Fall or Spring Division General Meeting shall be given no later than Labor Day or April 1st.
- 36.1.3. This election process can also take place by ballot voting, without a Fall or Spring Division General Meeting. The deadline for ballot voting shall be 15 days after ballots are distributed.
- 36.1.4. Failure to hold an annual General Meeting does not affect the validity of the ballot voting.
- 36.1.5. It shall be the responsibility of the League Representative to convey information regarding Division General Meetings to their respective member coaches.

36.2. Special Division General Meetings

- 36.2.1. Special general meetings of the Division may be called by the Division Director, the Division Steering Committee, or by 50% of the votes of the full member coaches in the Division.
- 36.2.2. Notice for a special meeting must be mailed by first class mail, e-mail, or fax as directed by the individual coach/representative, at least seven days in advance of the meeting and must specify the purpose(s) for which the meeting is called.
- 36.2.3. Only the business for which a Special meeting is called may be considered at the meeting.

36.3. Quorum for Division General Meetings: A quorum for the Division General Meetings shall be a majority of the head coaches present in person or by phone.

36.4. Notices for all Division Meetings must contain the date, time, location and, when required, the purpose of the meeting. Notices of Special meetings always require a statement of the purpose(s) for which the meeting is called. If amendments to the Division policies will be considered, the notice must state this fact and either the exact wording or a summary of the amendments to be considered must be included with the notice.

36.5. Voting at Division General Meetings

- 36.5.1. Each designated head coach shall have one vote for each school where students on a full team are enrolled.
- 36.5.2. A majority of votes cast shall decide all questions unless a different requirement is stipulated in the OISRA By-laws or OISRA Policies.
- 36.5.3. Voting members have the power to elect and also to remove the members of the Division Steering Committee and to vote on any other matters properly put before them by the Steering Committee.
- 36.5.4. Voting members may vote by ballot via email, Fax, or mail. The written ballot will 1) set forth each nominee or proposed action; and 2) provide an opportunity to vote for each vacant Steering Committee position, and for or against each proposed action. Approval by written ballot will be valid only when the number of votes cast by ballot equals or exceeds any quorum required to be present at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.
- 36.5.5. An affirmative vote of at least a majority of the votes of the voting members present in person or by conference call at a properly called meeting, for which a quorum has been achieved, is necessary and sufficient to make decisions or pass resolutions by the voting members of a Division.
- 36.5.6. The chairman of the meeting shall cast the deciding vote in case of a tie.
- 36.5.7. The chairman of the meeting may fix a time limit on speakers and the debate of motions.

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36.5.8. Mailed ballots shall be recorded and counted only if received by the Division Secretary on or before the day preceding the date fixed for the meeting.

36.5.9. No proxy voting at Division general meetings.

37. Gender Identity Participation

37.1. The OISRA endeavors to allow transgender students to participate on the athletic or activity team of their consistently-asserted gender identity while providing a fair, safe and consistent environment for all students. The OISRA also endeavors to provide fair competition and eliminate competitive advantages and disadvantages in each sport and activity. As with OSAA Rule 8.2 regarding Duration of Eligibility / Graduation, rules such as this one promote equality of competition; diminish risks stemming from unequal competition; promote harmony and fair competition among OISRA teams by maintaining equality of eligibility; and increase the number of students who will have an opportunity to participate in interscholastic activities.

37.2. The OISRA has consulted with OSAA and recognizes that this policy will need to be reviewed on a regular basis based on improved medical understanding of gender identity and expression, evolving law, and societal norms. The OISRA recognizes the value of activities and sports for all students and the potential for inclusion to reduce harassment, bullying and barriers faced by certain students. The OISRA also recognizes the concerns of students, parents, teachers and coaches to ensure a fair and equal competitive environment.

37.3. Definitions. For the purposes of this policy, the following definitions apply:

37.3.1. "Transgender" refers to an individual whose gender identity does not match his or her assigned birth gender.

37.3.2. "Gender Identity" refers to one's deeply felt inner concept of self as male or female.

37.3.3. "Transition" refers to the process by which a transgender person lives consistently with his or her gender identity.

37.4. Female-to-Male Transgender Student.

37.4.1. A female-to-male transgender student who is not taking hormone treatment related to gender transition may participate on a boys' team or a girls' team.

37.4.2. A female-to-male transgender student who is taking medically-prescribed testosterone, or other potentially performance-enhancing drugs, for the purposes of gender transition may participate only on a boys' team, unless the Executive Director and an OISRA Medical Advisor determine that the treatment will not create an unfair, unsafe or un-competitive environment for students in OISRA activities.

37.5. Male-to-Female Transgender Student.

37.5.1. A male-to-female transgender student who is not taking hormone treatment related to gender transition may participate only on a boys' team, unless the Executive Director and an OISRA Medical Advisor determine that treatment is unnecessary in order to create a fair, safe, and competitive environment for students in OISRA activities.

37.5.2. A male-to-female transgender student who is taking medically-prescribed hormone treatment for the purposes of gender transition may participate on a boys' team at any time, but must complete one year of hormone treatment related to gender transition before competing on a girls' team, unless the Executive Director and an OISRA Medical Advisor determine that the treatment is unnecessary in order to create a fair, safe, and competitive environment for students in OISRA activities.

37.6. Participation.

37.6.1. Once the transgender student selects the gender of the team on which the student wishes to participate, the student thereafter must consistently participate on teams of that gender in all OISRA skiing activities for the duration of the student's high school career.

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37.7. Process.

- 37.7.1. A request by a head coach for a male-to-female transgender student who is not taking hormone treatment related to gender transition to participate on a boys' team shall be submitted by the head coach to the Executive Director.
- 37.7.2. A request by a head coach for a transgender student who has completed, plans to initiate, or is in the process of taking hormones, testosterone, potentially performance-enhancing drugs or other medical treatment as part of a gender transition, shall be submitted by the head coach to the Executive Director when the decision to undergo medical treatment is made. The request shall include a letter from the student's physician documenting the student's intention to transition or the student's transition status if the process has already been initiated. This letter shall identify the prescribed medical treatment for the student's gender transition and the date the treatment was initiated.
- 37.7.3. The Executive Director and an OISRA Medical Advisor may, in their sole discretion, consult with the student's physician or such medical or psychological professionals as they deem necessary, while maintaining the confidentiality of the student.
- 37.7.4. The Executive Director and an OISRA Medical Advisor shall make a determination whether the student is eligible to compete under the above criteria.
- 37.7.5. Appeal. The decision of the Executive Director and an OISRA Medical Advisor may be appealed to the Executive Board. The Executive Board may, in their sole discretion, consult with the student's physician or such medical or psychological professionals as they deem necessary, while maintaining the confidentiality of the student. A decision of the Executive Board may be appealed to a Hearings Officer under Rule 10.11 "Hearings Officer."
- 37.7.6. Confidentiality. All discussions among involved parties and required written supporting documentation shall be kept confidential, and the proceedings will be sealed, unless the student and family authorize the release.

38. OISRA paid officials for the OISRA State Championship events

- 38.1. In order to be a State Championship Paid Official, the official
 - 38.1.1. Must be at least 18 years of age.
 - 38.1.2. Must have passed a criminal conviction history screening that includes crimes listed in ORS. This background check may be done by OISRA, a state-accredited high school, a youth organization, an amateur sports organization, or an employer.
 - 38.1.3. Must have signed an independent contractor contract with OISRA.
 - 38.1.4. If the paid official is a Technical Delegate, they must complete concussion awareness training annually.
- 38.2. Officials at OISRA events are participants in the educational development of high school students. As such, they must exercise a high level of self-discipline, independence, and responsibility. The purpose of the OISRA Officials Code of Ethics is to establish guidelines for ethical standards of conduct for all OISRA state championship paid officials.
 - 38.2.1. Officials shall master the rules of competition and shall exercise authority in an impartial, firm, and controlled manner.
 - 38.2.2. Officials shall work with each other and the OISRA in a constructive and cooperative manner.
 - 38.2.3. Officials shall take reasonable steps to educate themselves in the recognition of emergency conditions that might arise during the course of competition.
 - 38.2.4. Officials shall not use tobacco products (including e-cigarettes), illegal drugs, cannabis, and/or alcoholic beverages or be under the influence of prescribed pain medications, illegal drugs, cannabis, and/or alcoholic beverages when in contact with athletes.
 - 38.2.5. Officials shall not exhibit unsportsmanlike conduct at an OISRA event. "Unsportsmanlike conduct" includes, but is not limited to, unwarranted physical contact, profane language, and/or

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taunting. Unwarranted physical contact initiated by an official toward a coach/player shall be considered a gross act of unsportsmanlike conduct.

38.2.6. Officials shall not engage in any action which gives rise to a concern for the safety of the students due to the official's conduct, indicates that the official cannot objectively perform the official's duties, or otherwise is inconsistent with the Officials Code of Ethics and OISRA Policies and Regulations.

38.3. Procedure for Reporting ethical or conduct violations

38.3.1. A complaint against an OISRA state meet paid official for not meeting the OISRA requirements or for violating the OISRA Officials Code of Ethics shall be submitted to the OISRA Executive Director in accordance with OISRA Policy #19.

38.3.2. The OISRA Board may suspend the official from participating in OISRA state meets for a designated length of time, based on the reported violation.

39. Skimeister Award

39.1. Definition: Recognizes skiers who compete in BOTH Alpine and Nordic League races and get combined scores for their participation in both disciplines.

39.2. A skier may be registered **online** for only one Division—either the Alpine or the Nordic Division.

Any registered skier is eligible to compete in a state meet qualifying league race for a discipline other than the one for which he/she is registered if he/she enters the race as a “*Skimeister*” skier. The race that is in a discipline other than the one for which the skier is registered may be in any OISRA league in the state. A *Skimeister's* race results can contribute to a team score only in the discipline for which they are registered. Cumulative league points can be awarded to a *Skimeister* only in the discipline for which they are registered.

39.3. To be eligible to compete and place in the *Skimeister* Competition you must:

39.3.1. Register your name before the first race with the results coordinator (currently Jinny Martin at vmartin@bendcable.com)

39.3.2. Ski in at least ONE league Alpine race (can be either a Giant Slalom or a Slalom race)

39.3.3. Ski in at least ONE league Nordic race—(can be either a Classic or a Skate race)

39.3.4. The State Championships do not count towards *Skimeister* totals

39.4. Calculations to determine a *Skimeister*

39.4.1. Each individual race will be calculated to a 20 point scoring system by the following:

39.4.1.1. Divide 20 by the total number of starters. (This calculates finish place points)

39.4.1.2. Determine the points for each skimeister by multiplying their finish place by the number calculated in step 1.

39.4.1.3. If they started the race but did not finish they will be awarded a 25.

39.4.2. To determine the overall score for a *Skimeister*:

39.4.2.1. Take the lowest score from each discipline (Alpine or Nordic)

39.4.2.2. Add these 2 values.

39.4.2.3. Lowest total in each gender is the winner (the *Skimeister* for the year)!

39.4.2.4. The top *Skimeister* of each gender will be recognized and awarded at the end of season awards ceremony at either the Nordic or the Alpine State Meet.

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Appendices

Appendix A

OISRA Coaches Code of Ethics

The function of a coach is to educate students through participation in interscholastic competition. An interscholastic program should be designed to enhance academic achievement and should never interfere with opportunities for academic success. Each student-athlete should be treated with respect and support, and his or her welfare should be uppermost at all times. Accordingly, the following guidelines for coaches have been adopted by the OISRA Board of Directors.

The coach shall be aware that he or she has a tremendous influence, for either good or ill, on the education of the student-athlete and, thus, shall never place the value of winning above the value of instilling the highest ideals of character.

The coach shall uphold the honor and dignity of the profession. In all personal contact with student-athletes, fellow coaches, officials, athletic directors, school administrators, the OISRA organization, the media, and the public, the coach shall strive to set an example of the highest ethical and moral conduct.

The coach shall take an active role in the prevention of controlled substances, including alcohol, cannabis and tobacco products. The coach shall avoid the use of controlled substances, including alcohol, cannabis and tobacco products when in contact with athletes.

The coach shall be knowledgeable of the OISRA Bylaws, OISRA Policies, Division Policies and Division Race Rules and shall teach the Race Rules to his or her team members. The coach shall not seek an advantage by circumvention of the spirit or letter of the rules.

The coach shall exert his or her influence to enhance sportsmanship by parents and spectators, both directly and by working closely with sponsors, booster clubs, and administrators.

The coach shall respect and support contest officials. The coach shall not indulge in conduct which would incite players or spectators against the officials. Public criticism of fellow coaches, officials or players is unethical.

A coach shall not exert pressure on faculty members to give student-athletes special consideration.

A coach shall not scout opponents by any means other than those adopted by the OSAA.

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Appendix B

OISRA Abuse/Molestation Guidelines

Purpose of Abuse/Molestation Guidelines

The Abuse/Molestation Awareness guidelines are not intended to serve as legal advice or to supplant legal definitions of abuse and harassment. Instead these guidelines are designed to raise awareness of areas of concern and to provide statements of “**Good Practice**,” which OISRA coaches are expected to follow.

Definition of a Child

For the purpose of these guidelines, a child is a student who is registered with OISRA.

Statement

- The welfare of the child is paramount.
- Children must be protected from harm, abuse, and degrading treatments.

Overview: These guidelines are intended to raise awareness and

- Define Good Practice.
- Provide examples of objectionable behavior and define areas of concern.

POSITIONS OF TRUST

Good Practice

- ***Be aware that the closeness of the coach/athlete relationship may encourage feelings that are not directly related to the sport.***
- ***Set out and maintain appropriate boundaries.***
- ***Give enthusiastic and constructive advice rather than criticism.***

Unacceptable Behavior

- NEVER enter into a sexual relationship with a child under your care/supervision.
- NEVER use your influence over a child for your own interests.

PHYSICAL CONTACT

Good Practice: Physical contact is recommended only in support of the following purposes:

- ***To develop or demonstrate sports skills.***
- ***To diagnose or treat an injury.***
- ***To give appropriate sport massage.***
- ***These actions should only be carried out by appropriately qualified coaches.***

Physical contact may be appropriate in other circumstances, as in congratulating a child or consoling a child who is upset. However, always ensure that physical contact is carried out in the open, or in the presence of another supervising adult.

Remember that interpretations of touching will be affected by factors such as cultural differences, religious implications, relative age, sexual orientation. If a child is uncomfortable with physical contact, stop.

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GENERAL SUPERVISION

Good Practice:

- ***A supervising adult should never be alone with a child in potentially compromising situations, i.e. in a hotel room, bathroom, changing room, etc.***
- ***Mixed gender teams must always be accompanied by male and female responsible adults.***

Unacceptable Behavior

- Do not spend time alone with a child behind closed doors.
- Do not take a child alone on a trip unless in an emergency and with written parental permission.
- Do not enter the room of a child without another responsible adult present.
- Never share a room with a child.
- Discourage sexually provocative jokes or inappropriate touching or conversation.
- Never use any form of sexually charged verbal intimacy or innuendoes.
- If you are unsure, always err on the side of protecting the child.
- If you are unsure of what is appropriate or necessary in a particular circumstance, you should consult school personnel or medical professionals.

BULLYING

- May be physical, verbal or emotional.
- Is usually repeated over a period of time.
- May involve coaches, other athletes, or parents.
- Signs may include a drop in performance, behavioral changes, mood swings, reluctance to train/compete, frequent loss of possessions, physical injuries (bruising, scratches, etc), poor sleep, loss of appetite/weight.

Good Practice: Have a “no bullying” policy for your team.

Be Vigilant

- Watch for signs of bullying.
- Note changes in behavior.
- Notice drop in performance.
- Notice physical symptoms and signs.

DEFINING ABUSE: PHYSICAL * EMOTIONAL * NEGLECT * SEXUAL * OTHER

Physical Abuse

- Physical injury of all types when such injury is intentional or results from neglect.
- Giving a child alcohol or inappropriate medications or drugs.
- In a sports situation, this may also occur when the nature and intensity of training disregard the capacity of the child's immature and growing body.

Emotional Abuse

- May involve telling a child that he/she is useless, devaluing them.
- Constant criticism and negative feedback.
- Shouting threats or taunts – threatening harm

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- Unrealistic expectation of performance at levels above a child's capability.

Neglect

- Failure to provide adequate food or shelter.
- Prolonged unnecessary exposure to cold or heat.
- Unnecessary risk of injury.

Sexual Abuse

- Includes rape and sexual exploitation
- In sport, activities which might involve physical contact with children may create situations where sexual abuse may go unnoticed.
- The power of the coach over the athlete could, if misused, lead to abusive situations developing

Other Types of Abuse – Have the awareness that Oregon State Law also defines two other types of abuse:

- Permitting a person under 18 to enter or remain in or upon premises where methamphetamines are being manufactured
- Buying or selling a person under 18

Action

- ***If you observe signs of abuse, you must follow the OISRA Abuse Reporting Policies (Policy #22 and Policy #24)***
- If you are a **Certified Coach** and you observe signs of abuse, you must follow the OISRA Abuse Reporting Policies and make a verbal report to the Oregon Department of Human Services. If the abuser is anyone associated with OISRA, you must also make a report to the OISRA Executive Director.
- If you are a **Helper Coach** and you observe signs of abuse, you must report your observations to the coach who is supervising you. If the abuser is anyone associated with OISRA, you must make a report to the OISRA Executive Director.

Remember

- The effects of abuse/bullying may have very long-lasting consequences for the child.
- The welfare of the child is paramount.
- Children must be protected from harm, discrimination and degrading treatments.

Acknowledgment

These guidelines were derived in large part from the work done by USSA for education for their club development program.

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Appendix C

Terms of School Agreement Forms

TERMS of School Agreement #1

1. As used in this Agreement, Approved Interscholastic Activity means that the school will treat the OISRA team as an official athletic team of the school, except that the school shall only be responsible to provide three or more of the following types of funding, and/or services, and/or or supervision:
 - a. Employs or provides a coach for the OISRA team who is a staff person at the school;
 - b. Provides insurance for coach activities;
 - c. Provides coach training;
 - d. Allows OISRA team to use school facilities at no cost to the program;
 - e. Allows OISRA team to use a school student body account;
 - f. Allows OISRA team to use school registration program for school athletics;
 - g. Provides criminal background checks on coaches and volunteers in the program;
 - h. Provides a school sponsored advisor;
 - i. Allows OISRA team to post and advertise team meetings;
 - j. Allows OISRA team student athletes to earn varsity letters;
 - k. Coordinates approved student athlete dismissal from class to participate in OISRA team activities;
 - l. Maintains OISRA team student athlete records of required school physicals;
 - m. Allows use of school buses for transportation to sanctioned events on the same fee schedule as OSAA school sports;
 - n. Requires student athletes to abide by the behavioral standards the school enforces for athletes participating in OSAA school sports;
 - o. Ensures student athletes meet the eligibility requirements for participation as set forth in OISRA Rule 10.1 (same as OSAA rule 8.1).
2. The school employed or provided OISRA coach(es) shall agree to be bound by all OISRA policies, rules, and regulations that require them to follow school and school district rules and regulations that are applicable to coaching students on a high school athletic team (OISRA Policy 6.1.2.4). Specifically,
 - a. Coach will be fully conversant and in compliance with the school and school district's regulations and expectations regarding concussion awareness (OISRA Policy 6.7.1);
 - b. Coach will hold students to the same behavior standards as outlined in the Policies and Regulations of the school district, and will adhere to the disciplinary consequences dictated by the school they represent (OISRA Policy 10.8);
 - c. Coach will follow school's internal protocol, if there is an internal protocol, for reporting abuse to a school administrator (OISRA Policy 22.3).
3. The school grants its OISRA team a limited, nonexclusive, nontransferable, royalty-free license to use its trademarks and/or copyrights consisting of the school name, mascot, colors, and other school identifying devices. Use under this license is limited to identifying and promoting the OISRA team and for limited fundraising activities. The school reserves the right to approve, in its sole discretion which may not be unreasonably withheld, any use of the trademarks and/or copyrights. Any fundraising activity using the trademarks and/or copyrights licensed hereunder shall be for the sole benefit of the school's OISRA team unless otherwise approved in writing by the school. The term of this license shall begin on the effective date of this Agreement and shall continue until termination of this Agreement.
4. OISRA shall indemnify, defend, and hold harmless school and school district and their officers, directors, members, agents, and assignees, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and expenses, and liabilities of every kind and character whatsoever resulting from (a)

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any breach by OISRA of this Agreement, or (b) any other act or omission by OISRA, its officers, directors, members, and agents, whether in connection with this Agreement or otherwise. Additionally, OISRA shall indemnify, defend, and hold harmless school and school district and their officers, directors, members, agents, and assignees, and all coaches, volunteers, participants, and student athletes from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and expenses, and liabilities of every kind and character whatsoever resulting from any act or omission of any of the foregoing which is not based on intentional, willful, or reckless misconduct to the extent of OISRA's insurance policies which shall provide insurance coverage in an amount which is not unreasonable for OISRA events and activities.

5. OISRA and school/school district expressly acknowledge and agree that they are, and intend to remain, separate entities. OISRA agrees that the conduct of OISRA and its employees and agents, and any other legal obligations of OISRA, are the sole responsibility of OISRA. The relationship of OISRA and school/school district under this Agreement is that of independent contracting parties. Neither OISRA nor school/school district shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.
6. OISRA and school/school district have no obligation to provide any financial support to each other for any reason except as otherwise provided herein. Any financial support provided by one party is in that party's sole discretion and shall not create any right in the other party to further financial support.
7. Each party, at such party's option, shall have the right to require that any claim, controversy, or dispute between the Parties, including but not limited to those arising out of or relating to the Agreement, or to the existence, scope, or validity of this Agreement or this arbitration agreement, and including those based on or arising from any statute, constitution, regulation, ordinance, rule or any alleged tort, be determined by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. If litigation has been commenced in court by either party with respect to a dispute:
 - a. The party who is the defendant or respondent in such litigation shall be deemed to have waived its option to arbitrate said dispute if such party files a general appearance in the litigation prior to filing a claim in arbitration in the manner specified above, and
 - b. The plaintiff or petitioner in such litigation will be deemed to have waived its right to arbitrate said dispute if such party fails to file a claim for arbitration in the manner specified above within sixty (60) days after a general appearance in the litigation has been filed by the party who is the defendant or respondent in the litigation.
 - c. If either party properly exercises its option to arbitrate, arbitration of such dispute shall be mandatory and any pending litigation shall be stayed.
8. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the prevailing party shall be entitled to reasonable attorney fees' in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or to stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees' incurred in such court proceedings).
9. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principals of conflicts of law.

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10. Any waiver of the provisions of this Agreement or of the Parties' rights or remedies under this Agreement must be in writing and signed by an officer of the waiving party to be effective. Failure, neglect, or delay by a party at any time to enforce the provisions of this Agreement or the Parties' rights or remedies shall not be construed as a waiver of such party's rights, powers, or remedies under this Agreement. Waiver of any breach or provision of this Agreement shall not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.
11. If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.
12. Notices, approvals, and consents under this Agreement shall be in writing and shall be delivered personally or by mail or courier to the addresses set out on the first page of this Agreement. Notices shall be considered effective two (2) days after deposit in the mail, or the next business day if delivered personally or by courier. The addresses to which notices are to be given may be changed from time to time by notice delivered as provided herein.
13. This Agreement contains the entire agreement of the Parties and supersedes any prior agreements and all other prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.
14. This Agreement may not be amended except by a written instrument signed by both OISRA and school or school district.

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TERMS of School Agreement #2

1. The school grants an OISRA team a limited, nonexclusive, nontransferable, royalty-free license to use its trademarks and/or copyrights consisting of the school name, mascot, colors, and other school identifying devices. Use under this license is limited to identifying and promoting the OISRA team and for limited fundraising activities. The school reserves the right to approve, in its sole discretion which may not be unreasonably withheld, any use of the trademarks and/or copyrights. Any fundraising activity using the trademarks and/or copyrights licensed hereunder shall be for the sole benefit of the OISRA team unless otherwise approved in writing by the school. The term of this license shall begin on the effective date of this Agreement and shall continue until termination of this Agreement.
2. The school and/or school district reserves the right to require, in their sole discretion, the OISRA team to abide by requests such as the following:
 - a. Form a community club
 - b. Provide insurance for their activities
 - c. Abide by disciplinary consequences dictated by the school and/or school district;
 - d. Conduct criminal background checks;
 - e. Require adults involved with the team to sign an acknowledgment that the OISRA organization is independent from and receives no funding, in-kind services or supervision from the school district.

Any requests and or school/school district requirements under this section shall be made in writing and served to the OISRA Registrar (Registration@OISRA.org) and the OISRA team designated Head Coach pursuant to the notice requirements of this Agreement within thirty (30) days after signing this Agreement.

OISRA policies require teams to abide by school and/or school district policies regarding teams that are not OSAA teams (OISRA Policy 6.1.1.5).

3. The school and/or school district may allow the OISRA team to use school buildings or grounds for team activities if the OISRA head coach enters into an agreement with the school and/or school district pursuant to ORS 332.172 or any similar law or regulation.
4. OISRA shall indemnify, defend, and hold harmless school and school district and their officers, directors, members, agents, and assignees, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and expenses, and liabilities of every kind and character whatsoever resulting from (a) any breach by OISRA of this Agreement, or (b) any other act or omission by OISRA, its officers, directors, members, and agents, whether in connection with this Agreement or otherwise. Additionally, OISRA shall indemnify, defend, and hold harmless school and school district and their officers, directors, members, agents, and assignees, and all coaches, volunteers, participants, and student athletes from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and expenses, and liabilities of every kind and character whatsoever resulting from any act or omission of any of the foregoing which is not based on intentional, willful, or reckless misconduct to the extent of OISRA's insurance policies which shall provide insurance coverage in an amount which is not unreasonable for OISRA events and activities.
5. OISRA and school/school district have no obligation to provide any financial support, services, or supervision to or for each other for any reason. Any financial support, services, or supervision provided by one party is in that party's sole discretion and shall not create any right in the other party to further financial support, services, or supervision.
6. Each party, at such party's option, shall have the right to require that any claim, controversy, or dispute between the Parties, including but not limited to those arising out of or relating to the Agreement, or to the existence, scope, or validity of this Agreement or this arbitration agreement, and including those based on or arising from any statute, constitution, regulation, ordinance, rule or any

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alleged tort, be determined by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. If litigation has been commenced in court by either party with respect to a dispute:

- a. The party who is the defendant or respondent in such litigation shall be deemed to have waived its option to arbitrate said dispute if such party files a general appearance in the litigation prior to filing a claim in arbitration in the manner specified above, and
 - b. The plaintiff or petitioner in such litigation will be deemed to have waived its right to arbitrate said dispute if such party fails to file a claim for arbitration in the manner specified above within sixty (60) days after a general appearance in the litigation has been filed by the party who is the defendant or respondent in the litigation.
 - c. If either party properly exercises its option to arbitrate, arbitration of such dispute shall be mandatory and any pending litigation shall be stayed.
7. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the prevailing party shall be entitled to reasonable attorney fees' in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or to stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees' incurred in such court proceedings).
 8. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon, without regard to principals of conflicts of law.
 9. Any waiver of the provisions of this Agreement or of the Parties' rights or remedies under this Agreement must be in writing and signed by an officer of the waiving party to be effective. Failure, neglect, or delay by a party at any time to enforce the provisions of this Agreement or the Parties' rights or remedies shall not be construed as a waiver of such party's rights, powers, or remedies under this Agreement. Waiver of any breach or provision of this Agreement shall not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.
 10. If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.
 11. Notices, approvals, and consents under this Agreement shall be in writing and shall be delivered personally or by mail or courier to the addresses set out on the first page of this Agreement. Notices shall be considered effective two (2) days after deposit in the mail, or the next business day if delivered personally or by courier. The addresses to which notices are to be given may be changed from time to time by notice delivered as provided herein.
 12. This Agreement contains the entire agreement of the Parties and supersedes any prior agreements and all other prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.
 13. This Agreement may not be amended except by a written instrument signed by both OISRA and school or school district.