

Rules Committee Report 2020 Winter Meeting

rev. 2 1/25/20



The Mn Hockey Rules Committee met on Tuesday, November 19, 2019.

Modifications to the Bylaws, Youth Rules, Affiliate Agreement and Whistle Blowers Policy are proposed below, as well as a new Off-Season Affiliate Agreement. Additionally, the Rules Committee would like to discuss a possible change to membership on the USAH Minnesota District Board of Directors for future consideration.

Bylaw Changes

B1. In the past, Off-Season Affiliates have been covered by Special Group Affiliate Agreements that frequently overlapped with the start of our regular season In September. A committee looked at how to best govern Off-Season Affiliates, and agreed that we should stop using the Special Group Agreement and replace it with an Off-Season Affiliate that ends on August 31. Making this change affects the Bylaws, Youth Rules and requires the development of a new Affiliate agreement, all of which must be brought to the board for adoption. Ideally we would get all of this done at the Winter meeting so we can communicate the changes to the organizations who have in the past had Special Group Agreements. If approved, these changes are intended to become effective for the upcoming 2020 Off-Season.

ARTICLE 4 – MEMBERSHIP

[B1] ~~SPECIAL GROUP AFFILIATE MEMBERS:~~ **OFF-SEASON AFFILIATE MEMBERS:** Any organization, ~~not~~ geographically bound, whose teams wish to participate in ~~MH~~ **USA Hockey/Minnesota Hockey sanctioned** off-season activities **events** must sign a ~~MH Special Group Affiliate Agreement and pay~~ **shall submit and make application a minimum of 45 days in advance of the first event accompanied with** a \$250 per team annual fee, **register all the organization's teams with USAH and MH, and execute a MH Off-Season Affiliate Agreement** to become a ~~Special Group Affiliate Member~~ **an Off-Season Affiliate which agreement shall be effective upon execution by the president of Minnesota Hockey.** ~~Special Group Off-Season~~ Affiliate Members shall be represented by the MH Hockey Operations Vice President.

B2. Add language in Article 6, inserting a step in the process to resolve disputes (not involving suspensions) which would require the authority to conduct an initial investigation and attempt to gain resolution before going to a hearing.

ARTICLE 6 - AUTHORITY - APPEALS - SUSPENSIONS - COURT ACTIONS

C. Disputes:

1. Authorities having jurisdiction are required to provide for prompt and equitable resolution of disputes (grievances), including notice and opportunity for a Hearing if applicable.
2. A party contesting an Administrative Action shall be afforded a Hearing.

[B2] **3. An Authority conducting a grievance Hearing pursuant to this section shall first conduct an investigation into the circumstances leading to the Hearing in an attempt to determine whether a resolution of the situation can be achieved short of a Hearing. If resolution is not able to be achieved, the Authority shall conduct the Hearing pursuant to the requirements of this Article. The investigation required by this section shall not delay the timing of the Hearing as required herein.**

Youth Rules Changes

R1. As part of proposed changes for Off-Season Affiliates, we need to better define our regular season, the off-season, and the membership of Minnesota Hockey registered off-season teams. If approved, these changes are intended to become effective for the upcoming 2020 Off-Season.

I. TEAM REGISTRATION

- [R1] B. The MH **Regular** Season begins Sept. 1 and ends at the completion of all youth/girls state tournaments. **The MH Off-Season begins after completion of all youth/girls state tournaments and ends on August 31.**
- C. **Off-season teams shall not have more than 20% of players who reside outside of Minnesota. Non-MN resident players must complete the "Inter-Affiliate Player Transfer Protocol".**
- €D. Teams formed for post-season play, regardless of age classification, cannot be registered or sanctioned prior to completion of the MH regular season. Players shall not be contacted ...

R2. Apparently some players that peer up due to their July/August birthdate are being treated as "play ups" and are subject to Ass'n rules (must finish in top 5 to make A-team, limited to lowest level, etc.) This wasn't the intent of the Summer birthdate play-up rule, so the following is proposed:

III. CITIZENSHIP AND AGE REGULATIONS

- D. **AGE CLASSIFICATIONS:** Teams are to be formed observing the established age classifications, with players following the age range established for each classification.
- [R2] 1. Each association shall have a policy on whether players are allowed to "play up" to the next classification and conditions that apply. These policies must accommodate players with **June/July/August** birthdates so they can "peer up" and participate with their classmates if they desire, unless determined otherwise by the District Director. **Players that "play up" to participate with their classmates (June/July/August birthdates) shall be fully eligible, unless affected by another MH rule.**

R3. To comply with USAH, we need to modify our Conduct Rule to change the game misconduct to a match penalty (#3 and #4) and the official will document the occurrence by filing a game report (#5).

XV. CONDUCT

- A. All players, coaches and fans must maintain an environment that encourages mutual respect and promotes respectful and congenial relationships between players, coaches and fans and that is free from all forms of harassment by anyone.
- [R3] 1. All hockey players that are involved in an incident involving language, a gesture or conduct that is offensive, hateful or discriminatory in nature ("Occurrence") must inform their coaches as soon as reasonably possible after such an Occurrence, whether it is on or off the ice.
2. If a player notifies the coach of an Occurrence during a game, the coach must communicate the Occurrence to the officials as soon as is reasonably possible.
3. Upon notification, the official must inform the opposing team and coaches of the report of the Occurrence and warn them that such behavior will result in a ~~game misconduct~~ **Match** penalty against each responsible involved player if observed by an official.
4. If at any time, with or without notification, an official observes an Occurrence, they must assess a ~~game misconduct~~ **Match** penalty against each offending player.
5. The officials must note a reported or observed Occurrence on the game scoresheet upon completion of the game and ~~a copy shall be provided to the District Director of each offending player's team.~~ **file a Game Report on the incident.**
6. The District Director will maintain the scoresheet as a record of the Occurrence and may conduct any additional investigation and impose any additional discipline the District Director deems necessary.

AA1. We need to modify our Affiliate Agreement add compliance with SafeSport.

AFFILIATE AGREEMENT

III. ADDITIONAL PRINCIPLES WHICH MUST BE CONTAINED IN AFFILIATE'S BY-LAWS OR OFFICIAL POLICY

Affiliate hereby understands and agrees that the organization, structure, policy, By-Laws and/or operation of Affiliate shall reflect, and shall not violate, the following principles:

[AA1] **L. SafeSport**

Affiliate shall require that all programs, officers and volunteers of Affiliate agree to comply with all SafeSport Policies of the United States Olympic and Paralympic Committee, the United States Center For SafeSport and USA Hockey.

AA2. In the past, Off-Season Affiliates have been covered by Special Group Affiliate Agreements that frequently overlapped with the start of our regular season In September. A committee looked at how to best govern Off-Season Affiliates, and agreed that we should stop using the Special Group Agreement and replace it with an Off-Season Affiliate that ends on August 31.

MINNESOTA HOCKEY OFF-SEASON AFFILLIATE AGREEMENT

This Agreement, made and entered into this ___ day of _____ by and between Minnesota Hockey, a Minnesota non-profit Corporation with its principal place of business located in, St Paul, MN (hereinafter referred to as MH) and

_____ (Name of Organization)

_____ (Address)

_____ (City and Zip Code)

a _____ with principal place of business located in the city of: _____ in the State of Minnesota,
(type of legal entity) (Name of City)

(hereinafter referred to as the Off-Season Affiliate) for and in consideration of the mutual covenants and agreements herein contained.

Whereas, MH is the state affiliate of USA Hockey, Inc. which is the duly authorized representative of the International Ice Hockey Federation (IIHF) with exclusive jurisdiction over the conduct of the play of the sport of ice hockey as sanctioned by the IIHF within the United States of America, as sanctioned above, in the State of Minnesota; and

Whereas, [the Off-Season Affiliate has made an application to MH and the Off-Season Affiliate](#) and MH wish to associate in the interest of developing and administering the sport of amateur ice hockey, as provided herein, and consistent with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of MH;

Now, therefore, intending to be legally bound [and effective upon the execution of this Agreement by the MH President](#), MH and the Off-Season Affiliate hereby mutually covenant and agree as follows:

I. JURISDICTION

1.1 MH hereby grants to the Off-Season Affiliate, subject to the limitations contained herein and federal law, the non-exclusive jurisdiction to the following teams and players to participate in USA Hockey sanctioned events (practices, games etc.) during the period indicate below:

Team(s) Classification	Period of Play (Term of Agreement)

Further, MH hereby authorizes the Off-Season Affiliate to do the following:

- A. To assess and charge a reasonable participation fee.
- B. To perform and/or provide certain other authorized services or functions to promote and regulate the play of the sport of amateur ice hockey as an Off-Season Affiliate of MH.

1.2 MH hereby agrees that it will accept and recognize those individuals and teams of the Off-Season Affiliate, which hold and continue membership in good standing with the Off-Season Affiliate. Further, MH, in accord with the non-exclusive jurisdiction herein granted, agrees to cooperate with and assist the Off-Season Affiliate in the administration of the play of the sport of amateur ice hockey, when such cooperation and assistance is deemed necessary and/or advisable by the Off-Season Affiliate and MH. The Off-Season Affiliate understands and agrees that it is not being assigned to a MH District and is not eligible to participate in the affairs of any MH District and cannot cast any votes in any MH District caucus. **The Off-Season Affiliate's players shall be represented for voting purposes through their Regular Season team, and if they are not a member of a Regular Season team, by the President of MH.**

1.3 The Off-Season Affiliate agrees and understands that MH assumes no financial obligations as a result of this agreement.

1.4 This Agreement establishes certain obligations of and grants certain rights to the Off-Season Affiliate as an affiliate of MH. MH acknowledges that the Off-Season Affiliate is and shall remain a separate entity with complete authority to conduct its affairs and programs, subject only to the express obligations and restrictions contained in this Agreement.

II. POLICIES, TO WHICH THE OFF-SEASON AFFILIATE MUST AGREE

2.1 The Off-Season Affiliate, in consideration of the grant of non-exclusive jurisdiction, hereby agrees to adopt as official policy of its organization, the following:

A. MH Preeminence

The Off-Season Affiliate, shall abide by and act in accord with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey and MH, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of the Off-Season Affiliate. Further, the Off-Season Affiliate (i) shall assist MH in the administration and enforcement of the provisions of the By-Laws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of MH, within and upon its members and/or within its jurisdiction and (ii) agrees to be guided by the following core values of USA Hockey and MH:

SPORTSMANSHIP - Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. We will foster friendship with teammates and opponents alike.

RESPECT FOR THE INDIVIDUAL - Treat all others as you expect to be treated.

INTEGRITY - Foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.

PURSUIT OF EXCELLENCE AT THE INDIVIDUAL, TEAM AND ORGANIZATIONAL LEVELS - Each member of the organization, whether player, volunteer or staff, should seek to perform each aspect of the game to the highest level of his or her ability.

ENJOYMENT - It is important for the hockey experience to be fun, satisfying and rewarding for the participant.

LOYALTY - We aspire to teach loyalty to the ideals and fellow members of the sport of hockey.

TEAMWORK - We value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the hockey experience.

B. Indemnity

The Off-Season Affiliate, shall indemnify and hold harmless MH, the Board of Directors of MH and each member thereof, the Executive Committee of MH, and each member thereof, councils and committees of MH and each member thereof, and all other elected, appointed, employed or volunteer representatives of MH from any and all claims, liability, judgments, costs, attorneys' fees, charges and expenses whatsoever, arising from the acts and omissions of the Off-Season Affiliate, except to the extent (i) that MH or its aforescribed representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default or (ii) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, By-Laws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of MH. Further, the Off-Season Affiliate understands and acknowledges that MH and its aforescribed representatives have assumed such assignment, function, office or capacity upon the express understanding, agreement and condition that they be so indemnified and held harmless to the extent described in this provision. MH shall reasonably cooperate with the Off-Season Affiliate in any litigation and provide reasonable support in connection therewith, including but not limited to advice and testimony upon reasonable

request; provided, however, that such cooperation shall not require MH to incur any out of pocket expense not reimbursed by the Off-Season Affiliate.

III. ADDITIONAL PRINCIPLES, TO WHICH THE OFF-SEASON AFFILIATE MUST AGREE

A. Team Membership

ALL teams of the organization (Off-Season Affiliate) must register with [Minnesota Hockey](#).

B. Participant Registration

All players and coaches must be registered participants with MH/USA Hockey. All coaches must be certified in the Coaching Education Program, [SafeSport](#), and [undergo screening in accordance with USA Hockey requirements](#).

C. Rosters

All players and coaches must be listed on the team's approved USA Hockey Player Roster Form.

D. Game Officiating

All games must be officiated by USA Hockey registered referees who are certified at the appropriate level.

E. Games

All games must include only USA Hockey registered teams and be played according to USA Hockey rules. Games played in Minnesota must also follow MH rules. Teams desiring to travel to play international matches must receive approval as required by USA Hockey and MH. Game(s) to be played involving other USA Hockey or IIHF teams must receive special sanction prior to the game(s).

F. Disciplinary Committee

When required, MH agrees to establish a Disciplinary Committee consisting of the Minnesota Hockey Operations VP (chair) and two (2) reasonably impartial persons.

G. Grievance Resolution

The Off-Season Affiliate shall provide for the prompt and equitable resolution of grievances of its members, including fair notice and opportunity for a hearing to any amateur athlete, coach, trainer, manager, administrator, or official in accordance with (USAH Bylaw 10) before declaring such individual ineligible to participate.

H. Equal Opportunity

The Off-Season Affiliate must provide an equal competitive opportunity, taking into account ability, physical size and other athletic criteria, to amateur athletes, coaches, trainers, managers, administrators, and officials to participate, consistent with the requirements of the Amateur Sports Act of 1978, as amended, in amateur athletic competition without discrimination on the basis of race, color, religion, age, sex, or national origin.

I. Insurance

(The Off-Season Affiliate agrees, at all times throughout the term of this Agreement, to be covered by the general liability insurance policy maintained by USA Hockey. The Off-Season Affiliate shall be informed of the limits of that policy, and of any changes to those limits which may be made by USA Hockey at its sole prerogative. The Off-Season Affiliate retains the right to obtain whatever additional insurance coverage's it may desire, at its own expense, but agrees to name MH as an additional insured thereof. By purchasing and maintaining the aforementioned general liability insurance policy, MH does not assume, and indeed disclaims, any liability for any actions or omissions of the Off-Season Affiliate.

J. Abuse

The Off-Season Affiliate shall adopt policies prohibiting sexual and physical abuse and screening that meet certain minimum criteria established by MH (subject to any contrary requirements contained in state or local law applicable to the Off-Season Affiliate), [the USA Hockey SafeSport program](#), and execute the "USA Hockey Member Program Agreement to Adopt and Comply with SafeSport Program".

K. SafeSport

The Off-Season Affiliate shall require that all programs, officers, volunteers and employees of the Off-Season Affiliate agree to comply with all SafeSport Policies of the United States Olympic and Paralympic Committee, the United States Center for SafeSport and USA Hockey.

IV. TERM

The term of this Agreement shall be as defined in Section I, JURISDICTION 1.1 of this agreement.

V. BREACH

In the event that Off-Season Affiliate shall breach any of the terms and conditions of this Agreement, or any of the By-Laws, Rules and Regulations, Playing Rules or decisions of the Board of Directors of MH (which provisions are incorporated herein by this reference as though fully set forth herein), then MH shall have the right to impose sanctions pursuant to By-Law Article 6 of MH's Bylaws.

In the event that MH shall breach any of the terms and conditions of this Agreement, the Off-Season Affiliate shall have the right to terminate (subject to a 30 day right to cure) this Agreement and the status herein granted.

VI. MISCELLANEOUS

For the purposes of consistent administration of this Agreement, the following shall govern and control the relationship between MH and the Off-Season Affiliate:

A. Notice

Each party hereby designates (and agrees to notify the other party hereto promptly in the event of a change in such designation) the following official representative to whom notice should be given of any and all matters involving MH and the Off-Season Affiliate as provided for in this Agreement

- 1. Minnesota Hockey
317 Washington Street
St Paul, MN 55102
- 2. Off-Season Affiliate

B. Amendment

This Agreement is not subject to any addition, alteration, modification, or amendment, unless and upon condition that said addition, alteration, modification or amendment is in writing, and signed by both parties hereto.

C. Severability

In the event that any article, section, or clause of this Agreement shall be declared illegal or void by a court of competent jurisdiction, then the article, section or clause so declared shall be deleted from this Agreement to the extent that it violates the law, or has been declared void. The remaining articles, sections and clauses shall remain in full force and effect throughout the entire term hereof.

D. Entire Agreement

This Agreement shall be binding upon both parties hereto, and supersedes all other agreements and understandings by and between the parties hereto.

E. Governing Law

This Agreement shall be construed, administered, enforced and interpreted pursuant to the laws of the State of Minnesota.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective representatives, and attested to by their respective representatives on this ___ day of _____, 20____.

Minnesota Hockey

Off-Season Affiliate

By: _____

By: _____

Its: _____

Its: _____

(Printed Name)

(Printed Name)

Date: _____

Date: _____

WB1. It is proposed to update Minn. Hockey's Whistle Blowers Policy to be similar to USA Hockey's Whistle Blowers Policy, and to remove the requirement for the policy to be signed.

Administrative Management

Policy No. MH-FM-20

WHISTLEBLOWERS POLICY

POLICY: **This Policy applies to employees, volunteers, officer or director of Minnesota Hockey to identify concerns about actual or suspected violations of legal and regulatory requirements concerning the operations or activities of Minnesota Hockey. Failure to report a violation of a suspected violation of legal or regulatory requirements may subject an employee, volunteer, officer or director to discipline.**

PROTOCOL:

If any ~~associate~~ **employee, volunteer, player, coach,** officer or director of Minnesota Hockey ("**Members**") reasonably believes that some policy, practice, or activity of Minnesota Hockey is in violation of law, a written complaint may be filed by that **member** with the President **or Executive Director** of Minnesota Hockey.

It is the intent of Minnesota Hockey to adhere to all laws and regulations that apply to the organization, and the underlying purpose of this Policy is to support the organization's goal of legal compliance. The support of all **employees, volunteers,** officers or directors is necessary to achieving compliance with various laws and regulations. A **Member** is protected from retaliation only if the **Member** brings the alleged unlawful activity, policy, or practice to the attention of the Minnesota Hockey and provides the Minnesota Hockey with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to **employees** that comply with this requirement.

Minnesota Hockey will not retaliate against a **Member** who, in good faith, has made a protest or raised a complaint against some practice of Minnesota Hockey, or of another individual or entity with whom Minnesota Hockey had a business relationship, on the basis of a reasonable belief that the practice is in violation of law, **USAH/MH rules or bylaws,** or a clear mandate of public policy.

Minnesota Hockey will not retaliate against a **Member** who: **(a) discloses or threatens to disclose to a supervisor, officer or a public official any activity, policy, or practice of Minnesota Hockey that the Member in good faith reports a violation, suspected violation, or planned violation of any federal or state law or common law or rule adopted pursuant to law to an employer or to any governmental body or law enforcement official; (b) is requested by a public body or office to participate in an investigation, hearing, inquiry; or (c) refuses an employer's order to perform an action that the employee has an objective basis in fact to believe violates any state or federal law or rule or regulation adopted pursuant to law, or the employee informs the employer that the order is being refused for that reason. Any Member making a report concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates an actual or potential issue addressed by this Policy.**

Whistleblower protections cover two important areas – confidentiality and retaliation. To the extent possible, the confidentiality of the whistleblower will be maintained. However, an individual's identity may have to be disclosed for prosecution, provided that the Member shall be informed prior to disclosure.

If a **Member** believes they are being retaliated against, **they** must contact the President or Executive Director immediately.

USAH Minnesota District Operating Rules

The USA Hockey Minnesota District Board of Directors currently consists of the following:

- USAH Minnesota District Directors in office
- USAH Minnesota District Registrar
- USAH Minnesota District Risk Manager
- USAH Minnesota District Referee-in-Chief
- USAH Minnesota District Coach-in-Chief
- Minnesota Hockey President (if not one of the above)

There has been discussion as to whether the following should be added to this Board:

- USAH Girls' and Women's Committee Representative
- USAH High School Section Representative
- USAH Disabled Section Representative

Further, there has been discussion on whether we even need to have two Boards. What do the other USAH single-state affiliates (Michigan, Massachusetts, New York) do? Is this just a carry-over from the old USAH Minnkota District, or does this Board perform a needed and separate function?

This is a discussion item only. Based on the dialogue, changes may be proposed for consideration at a future meeting.

[End of Rules Committee Report]