

# TRI-STATE TOE PICKS F.S.C.

## CLUB HANDBOOK



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## Article I. Membership Types

### Section 1.01 Full Club Membership

- (a) An annual membership is required to participate in any group class, contract ice, shows and exhibitions, and/or other club activities.
- (b) An annual membership is valid from July 1 to June 30 of each year.
- (c) Membership is non-refundable, non-transferable, and cannot be prorated.

### Section 1.02 Benefits of Full Tri-State Toe Picks and US Figure Skating Membership:

- (a) Eligibility to buy Club Ice and participate in group lessons from The Tri-State Toe Picks FSC
- (b) Eligibility to participate in The Tri-State Toe Picks FSC shows and exhibitions
- (c) A subscription to SKATING magazine (1<sup>st</sup> family member only)
- (d) An Individual Membership Card
- (e) US Figure Skating's Sports Accident Insurance Policy coverage
- (f) Eligibility to test at US Figure Skating sponsored Test Sessions
- (g) Eligibility to compete in US Figure Skating sanctioned events
- (h) Eligibility to participate in US Figure Skating qualifying events

### Section 1.03 Types of Full Membership ("Home Club") with Tri-State Toe Picks FSC and US Figure Skating

- (a) Introductory Full Member
  - (i) \$45 for first member
  - (ii) Never had full membership in USFS in past (previous Learn to Skate member or new skater)
  - (iii) Benefits of Junior or Adult Full Membership
  - (iv) Once per lifetime
- (b) Junior Full Member: Under the age of 18
  - (i) \$75 for first member
  - (ii) Have been Full Member of USFS in the past (renewing or transferring membership)
  - (iii) All of the above listed Benefits of Membership
- (c) Adult Full Member: Must be age 18 or over
  - (i) \$75 for first member
  - (ii) Have been Full Member of USFS in the past (renewing or transferring membership)
  - (iii) All of the above listed Benefits of Membership plus eligible to serve on the Tri-State Toe Picks FSC's Board of Directors and to vote in club elections.
- (d) Additional Family Full Member:
  - (i) \$30 per member (you must have another Full Member in your family living at your same address)
  - (ii) Benefits of Membership of either Junior or Adult Full Membership
- (e) Collegiate Full Membership
  - (i) \$ 100 per member (this membership is valid for 4 years)
  - (ii) All of the above listed Benefits of Membership of Adult Full Membership
  - (iii) Must be enrolled in college or graduate school
    - (i) Once per lifetime
- (f) Associate Full Member: Has a full membership with another USFS club.

- (i) \$40 for first member
- (ii) \$20 for each additional family member

Section 1.04 Coulee Learn to Skate Program Membership (NON-Full Club Membership)

- (a) Skater must be enrolled in at least one Learn to Skate class during the membership year
- (b) \$30 for first member
- (c) \$20 for each additional family member
- (d) Benefits of Learn to Skate Membership with Tri-State Toe Picks:
  - (i) Eligibility to buy Club Ice and participate in group lessons from The Tri-State Toe Picks FSC
  - (ii) Opportunity to participate in US Figure Skating Learn to Skate approved competitions and performances
  - (iii) US Figure Skating's Sports Accident Insurance Policy coverage
  - (iv) Official Learn to Skate USA Member Card
  - (v) A membership year patch and LTS Record Book to track progress through lessons
  - (vi) Learn to Skate Edition of SKATING magazine
  - (vii) Eligibility to participate in The Tri-State Toe Picks FSC shows and exhibitions
    - (i) Ineligible to test at US Figure Skating sponsored test sessions or non-Learn to Skate sanctioned events

**Article II. SafeSport Statement for Membership Renewal**

Tri-State Toe Picks FSC and its Learn to Skate USA Program is committed to creating a safe and positive environment for members' physical, emotional and social development and ensuring that it promotes an environment free of misconduct. The following code of conduct applies to all participants in activities hosted, supported, sponsored or engaged in by Learn to Skate USA, US Figure Skating, The Tri-State Toe Picks FSC, and the Onalaska Omni Center including but not limited to competitions, exhibitions, training camps and local rink activities.

Section 2.01 US Figure Skating Member Code of Conduct (GR 1.02)

- (a) I recognize that my participation in all activities hosted, supported, sponsored or engaged in by U.S. Figure Skating, including but not limited to competitions, exhibitions and training camps, is an honor and privilege that carries certain responsibilities. I agree to fully abide by the rules and guidelines set forth by U.S. Figure Skating or its properly designated agents. As a precondition to participation in activities hosted, supported, sponsored or engaged in by U.S. Figure Skating, I will adhere to the following tenets in good faith:
  - (i) I will exhibit the highest standards of fairness, ethical behavior and genuine good sportsmanship in all of my relations with others.
  - (ii) I will not damage public or private property. I understand that I may be held financially responsible for damage deemed to be wantonly or willfully executed on my part, and that I may be subject to disciplinary action by U.S. Figure Skating.
  - (iii) I will not use or possess illegal drugs, and I will not engage in criminal activity. I understand that, if I am found to use or possess illegal drugs, or if I am found to engage in any criminal activity during any activity hosted, supported, sponsored or engaged in by U.S. Figure Skating, I may be subject to criminal penalties as well as penalties imposed by U.S. Figure Skating.
  - (iv) I will adhere to the rules of U.S. Figure Skating and the host organization at all activities hosted, supported, sponsored or engaged in by U.S. Figure Skating.

- (v) I will comply with all applicable anti-doping rules including, but not limited to, ISU and USADA anti-doping rules.
- (vi) I will conduct myself in a manner not detrimental to the welfare of figure skating. I understand that my actions reflect on U.S. Figure Skating and the sport of figure skating both positively and negatively. I understand that if my acts, statements, or conduct are considered detrimental to the welfare of figure skating by the appropriate authority, I may be subject to penalties imposed by U.S. Figure Skating pursuant to GR 1.04.
- (vii) I understand that the penalties that may be imposed may include, but are not limited to, loss of future international selections, loss of financial support from U.S. Figure Skating and its Memorial Fund, and loss of participation in activities hosted, supported, sponsored or engaged in by U.S. Figure Skating.
- (viii) I understand that all disciplinary proceedings will be conducted pursuant to Article XXV, Section 3, of the U.S. Figure Skating bylaws, and that my rights and remedies are derived therefrom.
- (ix) I recognize that my participation or my child's in all the activities associated with Learn to Skate USA/Tri-State Toe Picks FSC is an honor and privilege that carries certain responsibilities. I agree to fully abide by the rules and guidelines set forth by The Tri-State Toe Picks Figure Skating Club, US Figure Skating or its properly designated agents.

### **Article III. Parent and Skater Expectations of Ice Sessions and Club Activities**

In order to maintain a fun, safe environment for all participants, the following rules have been established and must be followed during all scheduled Tri-State Toe Picks FSC (referred to in this document as the "Club") time. Violation of these rules by skater or parent can result in suspension from the Club.

#### Section 3.01 General Expectations

- (a) Skaters and Parents in Club activities are expected to be courteous and considerate.
- (b) Respect is to be shown toward all personnel and fellow skaters.
- (c) Keep the ice and arena clean. Follow the rules of the arena.
- (d) All skaters must be chemical free whenever participating in all Club activities.

#### Section 3.02 Parent Expectations

- (a) To help keep a safe environment for all, rink monitors will be requested. Rink monitor's duties include assisting with checking skaters in for lessons, monitoring the flow and discipline of the rink, maintaining a safe skating environment and overseeing that the required documents are accessible for emergencies. Such documents contain skater's medical releases.
- (b) Keep up to date on information. Read notes and emails sent by the Club. Check website and openly talk to Club leadership.
- (c) Questions regarding competitions or technical questions regarding skating should be directed to the skater's coach. These questions should be addressed well in advance of skating time or post skating time. Due to our precious ice time, do not keep the coaching staff off the ice during lesson time.
- (d) If a skater taking private lessons switches coaches for any reason, it is the parent/guardian's responsibility to give notification to the coach and make sure that all bills are paid. The Club is not responsible for any private lesson fees, competition costs, unpaid coach fees or any costs associated with private lessons.
- (e) Contact a board member if you have any questions, comments, and/or concerns.

### Section 3.03 General On Ice Expectations

- (a) An adult must be in the arena prior to anyone starting to skate.
- (b) Respect and show good manners to all skaters (excuse me, sorry, etc.).
- (c) Keep your head up at all times, watch for others and observe the right of way.
  - (i) Skater who is already in a spin.
  - (ii) Skater has started the entry to a jump (watch the jump harness area).
  - (iii) Skating doing his/her program (should be wearing belt/vest).
  - (iv) Skater who is currently in lesson.
- (d) Follow and try to recognize common ice patterns (jumps, spins, and moves).
  - (i) Spin in the middle of the ice between blue lines.
  - (ii) Jump at ends of the ice (not between blue lines).
  - (iii) Moves patterns can be long axis, short axis, serpentine, circular, or diagonal.
- (e) Avoid nonessentials talking while on the ice; Leave the ice for visiting.
- (f) Do not interrupt another skater's lesson.
- (g) Do not stand in the middle of the ice or in jump corners.
- (h) If a skater falls or is injured, please let a coach, rink monitor or an adult assist as needed.
- (i) Only water is allowed on the ice. No food, gum, or colored beverages allowed on the ice.
- (j) Skaters must wear appropriate skating attire. Hair is to be pulled back and secured off the face.
- (k) Pick up all belongings (including dirty tissues, music, bottles, etc.) at the end of the session.
- (l) Clear the ice immediately at the end of your skating session. Please have your personal items collected before the session is over. All skaters need to off the ice when the Zamboni is running.

### Section 3.04 Music & Skating Program Expectations

- (a) Program music will be played on a rotational basis. After your program has been played, it can be placed back at the end of the line.
- (b) It is required to wear the belt/vest when skating your program.
- (c) Please be ready when your music starts. If there is a line, your music will not be restarted.
- (d) On busy sessions, not everyone will have the chance to have their program music played. If you have more than one program, you can skate a second program if there is time. Turn in your music at beginning of session, if you want to practice it.
- (e) Coaches must approve all music. Music from skater's personal devices must be pre-approved.

### Section 3.05 Prohibited Behaviors:

- (a) These actions violate our Safe Sport Policy and Code of Conduct and will not be tolerated. You will be asked to leave the session and/or rink if these behaviors are observed.
  - (i) Any signs of aggression: kicking, scraping, digging holes, stomping.
  - (ii) Verbal abuse directed at skaters, coaches, or club volunteers.
  - (iii) Deliberately challenging, scaring, or intentional blocking of another skater.
  - (iv) Videotaping, recording, or taking any other skater without their permission on the ice.
  - (v) Using cell phones or other recording devices in the locker rooms and bathrooms is prohibited.

Section 3.06 Discipline

- (a) Coaches, Instructors, Board Members and Rink Monitors have the authority to enforce and regulate rules, using verbal direction to skaters as needed.
- (b) Participants will receive one verbal warning when violating any rule. The participant will be asked to leave the ice for the remainder of the session if a second violation occurs.
- (c) After second violation, the Club Grievance Policy may go into effect; each situation is evaluated on a case by case basis.

**Article IV. TSTP Grievance Policy**

The Board of Directors shall have the power to discipline, suspend or terminate membership in the club in accordance with the policies and procedures set forth in the Bylaws, Parent and Skater Agreement, SafeSport Statement, Club Handbook, and/or the US Figure Skating Code of Conduct.

Section 4.01 TSTP Grievance Policy – Part One

- (a) It is the expectation that the board will make every effort to resolve any conflict or dispute occurring between members. All conflicts brought to the board will be handled in a timely and confidential manner using due process.
- (b) Any member or members having a complaint against another member for an infraction of any bylaw, rule, policy, procedure, or behavioral misconduct may report in writing as outlined below. The complaint must be filed within 7 days of the incident, infraction or discovery of the alleged violation.
- (c) All complaints will be submitted in writing to the club president and will contain the following information. If the club president has a conflict of interest in the matter, the complaint will be submitted to another club officer.
  - (i) Name, contact information, U.S. Figure Skating membership number, and signature of the party/parties filing the complaint.
  - (ii) Name of the party/parties against whom the complaint is brought.
  - (iii) The specific bylaw, rule, policy, procedure, or guideline allegedly violated.
  - (iv) A statement of the facts surrounding the alleged violation. Include all necessary information such as date and time, location, specific facts, witnesses and testimony.
  - (v) Description of actions taken to attempt to resolve this matter informally.
- (d) The club president or club officer who has received the complaint will appoint a review panel of three unbiased people from within the club board or club membership, not related or involved with the alleged incident/infraction. The president or officer will name one of the members of the review panel as chair of the review panel. The review panel will evaluate the complaint and determine what, if any, further action is necessary.
- (e) If accepted, a copy of the complaint will be sent to the person against whom the complaint has been filed. The parties to the matter will be notified in writing of the names of the members of the review panel. In the event any party believes that a member of the review panel has a conflict of interest, an objection to that member shall be submitted in writing to the club president or officer within three days of the notification in writing. The objection will indicate with specificity what is the basis of the conflict of interest. The club president or officer shall determine if the review panel member will be replaced. The decision of the club president or officer is final. The respondent will have 10 days to respond to the complaint in writing. The review panel will send a copy of the response to the person filing the complaint.

- (f) Unless the chair of the review panel determines otherwise, the chair of the review panel will then schedule a meeting with all parties involved within seven days for a full investigation in the matter and come to a decision to resolve the complaint.
- (g) The review panel will report the findings and recommendations to the club board within seven days of the last meeting scheduled in the matter. The decision will be presented to the board who may adopt the recommendation modify the recommendation or return the matter to the review panel with directions for further investigation and or for further recommendations by the review panel. Once the decision is adopted or modified by the board the outcome is considered final and will be communicated in writing to both parties within seven days of the action by the board.

Section 4.02 Strategy for Disciplinary Actions – TSTP Grievance Policy – Part Two

- (a) The board and/or review panel may or may not choose to use the following strategies depending on the severity of the incident.
  - (i) First Offense: Verbal Warning will be given to the member, and parent if member is under 18, and filed as a first offense – verbal warning.
  - (ii) Second Offense: Written Warning will be given to the member, and parent if member is under 18. A meeting with member will also be scheduled to develop a plan to correct inappropriate behavior, with follow-up. Plan must be documented at meeting and signed by member. If plan is not executed as agreed upon, this then constitutes a third violation.
  - (iii) Third Offense: Two-Week Suspension from all club activities including activities that represent the Tri-State Toe Picks, its Learn to Skate Program, and the Coulee Region High School Team. These activities include but not limited to: competition, shows, contract ice, testing, learn to skate, volunteer time. No refunds will be given for program fees or any missed activities due to suspension.
  - (iv) Fourth Offense: Revoked Club Membership – Board will submit to US Figure Skating that the member is no longer in good standing with club. No refunds will be given for any membership, program fees or any missed activities.
- (b) It is up to the discretion of the Executive Committee and/or Board of Directors if offenses will sustain the entire life of the member’s membership with the club, or if the offenses reset each year. Documentation will be filled after determination.

**Article V. Annual Volunteer Hour Requirements and Expectations**

The following outlines the responsibilities and expectations of members toward the success and growth of the Tri-State Toe Picks Figure Skating Club. The club is run by volunteers, and it is essential that all home club families contribute time and expertise to the range of service needs and opportunities.

Section 5.01 Each skating family is responsible for contributing 20 volunteer hours per membership year between July 1 and May 1.

- (a) New member volunteer hours will be pro-rated dependent on the month joined.
- (b) Fee Per Unmet Hour
  - (i) \$10 per unmet hour will be charged if the 20-hour club quota is not met by May 1.
  - (ii) Families will be notified of any unmet hours and will be billed accordingly after May 1.
  - (iii) If the unmet fee is not paid by the start of the new fiscal year, a warning will go out regarding their good standing status begin changed by a certain date determined by the board of directors.

- (iv) Families can request amount of unmet hours from the Volunteer Chair at [volunteer@thetoe picks.org](mailto:volunteer@thetoe picks.org)
- (v) Families are able to 'opt out' of volunteer hours at any time during the season by paying the \$10 per unmet hour in full.
- (c) Possible Volunteer Positions: The following are common and recurring volunteer positions throughout the season. New volunteer opportunities will be announced as they arise. All positions and volunteer hour credit must be approved by Volunteer Chair.
  - (i) Contract/Practice Ice Monitor
  - (ii) Competitions, camps, shows, parades, any approved Club related activities
  - (iii) Board of Director Responsibilities and Committee Chairs

## **Article VI. Home Club Coaches of Tri-State Toe Picks FSC**

All Home Club Private Coaches of the TSTP are independent contractors and develop their own business practices that comply not only with USFS guidelines, but also abide by the Tri-State Toe Picks FSC Rules and Regulations, and its handbook. While they are Home Club Members, Private Coaches are not employees of the Tri-State Toe Picks. The following benefits are provided to Full Home Club Coaches merely as a membership benefit and may be revoked at any time.

### Section 6.01 Benefits and Compensation for Full Home Club Coaches

- (a) All home club coaches will receive the following benefits after a 6 month "home club coach" provisional period:
  - (i) Reimbursement for USFS Background Check
  - (ii) Reimbursement Liability Insurance
  - (iii) Embroidery for one apparel item of coach's choice (by request only).
  - (iv) \$100 reimbursement Coach Educational Stipend to use of their choice toward the following options:
    - a) Education Opportunities (i.e. seminar registration costs and mileage, PSATv, etc.)
    - b) Coach Compliance (i.e. USFS membership, CER exams, etc.)
    - c) Contract Ice 'Punch Card' (marked in 15-minute increments at \$3.50/15 minute)

### Section 6.02 Reimbursement and Redemption of Benefits

- (a) Coach must submit all reimbursement requests with receipts to club administrator for approval (i.e. confirmation it is an eligible activity), then will receive reimbursement of cost for USFS Background Check, Liability Insurance, and reimbursement for cost up to \$100 for Coach Educational Stipend.
- (b) For Contract Punch Card, coach submits request for X number of 15-minute increments and is logged in Contract Ice binder. Administrator will review and confirm dates as they are recorded. Cash value not valid for Punch Card.

### Section 6.03 iCoachSkating Membership

- (a) The TSTP has a group subscription of iCoachSkating Membership and may offer these subscriptions to Full Home Club Coaches at the discounted rate of \$18.00 (2019/2020 year; rate subject to change). If a Home Club Coach is also an active LTS Instructor, the Club will cover \$8.00 of this cost. These subscriptions will be billed quarterly.

## **Article VII. Employees of the Tri-State Toe Picks FSC – Learn to Skate USA Instructors**

Employees of the Tri-State Toe Picks are all required to be Learn to Skate USA members and pass an annual background check. The Club is financially responsible for these requirements for all paid employees.

- Section 7.01 Learn to Skate USA is committed to creating a safe and positive environment for the physical, emotional and social development of all skaters, ensuring the welfare and protection of the individuals and groups with whom our instructors work. It is the individual responsibility of each instructor to aspire to the highest possible standards of conduct.
- (a) Learn to Skate USA has set forth this code of conduct to guide our instructors and protect their students for the mutual benefit of all concerned.
  - (b) General Principles
    - (i) Competence: Instructors must strive to maintain high standards of excellence in their work.
    - (ii) Integrity: Instructors should always be honest, fair and respectful of others.
    - (iii) Professional Responsibility: Instructors must uphold professional standards of conduct, clarify their roles and obligations, accept appropriate responsibility for their behavior and adapt their methods to the needs of different skaters.
    - (iv) Respect for Participants and Dignity: Instructors must respect the fundamental rights, dignity and worth of all participants.
    - (v) Concern for Others' Welfare: In their actions, instructors must consider the welfare and rights of their skaters and other participants.
    - (vi) Responsible Teaching: Instructors must be aware of their ethical responsibility to the community and the society in which they work and live.
  - (c) Ethical Standards
    - (i) Compliance with Rule Requirements: All instructors must complete all annual requirements set forth by Learn to Skate USA.
    - (ii) Competence: Instructors should not undertake the duties of teaching until they have first obtained the proper training.
    - (iii) Maintaining Expertise: Instructors should maintain a level of expertise through continued education and experience.
    - (iv) Respecting Others: Instructors must respect the rights of others' values, opinions and beliefs even if they differ from their own.
    - (v) Non-discrimination: Instructors must not engage in discrimination based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language, socioeconomic status, or any other basis as prescribed by law.
    - (vi) SafeSport: Learn to Skate USA instructors must adhere to the principles set forth by the SafeSport Program.

### **Section 7.02 Compensation for Learn to Skate USA Instructors as Club Employees**

- (a) Documentation for LTS Instructors as Club employees can be found in the Learn to Skate Program Policies. Our Learn to Skate USA program is a program under the direct supervision of the Club and its Program Director.

## **Article VIII. Club Programs**

### **Section 8.01 Contract Ice**

- (a) Contract Ice is ice purchased by the Club and contracted to our members for a designated rate during specific times.
- (b) Our contract ice dates and times are always subject to final approval by the Onalaska Omni Center.

Dates and times may change with little to no notice. Our Club tries our best to get you the accurate dates and times as soon as it becomes available.

- (c) Because of changing rates, scheduling and billing systems, please refer to Contract Ice Policy Document for registration and billing for contract ice.

Section 8.02 Test Sessions, Ice Shows, Camps, Competitions

- (a) The Tri-State Figure Skating Club offers a variety of shows, camps and clinics, competitions, and test sessions for its members. These events are not necessarily on an annual basis and are always up to the discretion of the Board of Directors if such events will take place.

Section 8.03 Coulee Region High School Team

- (a) CRHSFST is a co-op team affiliated with La Crosse Central High School that is open to all high school students with ice skating experience.

Section 8.04 Coulee Learn to Skate

- (a) The Tri-State Toe Picks FSC runs a year-round Learn to Skate Program, Coulee Learn to Skate (CLTS)
- (b) Coulee Learn to Skate Class follows the Learn to Skate USA Program which is a progressive method to teach the FUNdamentals of skating in an enjoyable and dynamic way.
- (c) Our Learn to Skate Instructors are all members, accredited, background checked, and experienced instructors of the Learn to Skate USA Program.
- (d) Group classes are for all skaters that simply want to learn how to skate or improve their skating skills: hockey, speed, and figure skaters are encouraged to enroll.

Article IX. **Club Forms**

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**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“AGREEMENT”)**

In consideration of participating in Learn to Skate USA/Tri-State Toe Picks FSC activities, I represent that I understand the nature of figure skating activities (“activity”) and that I am qualified, in good health and in proper physical condition to participate in such “activity”. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the “activity”.

I fully understand that this “activity” involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the “activity”, the conditions in which the “activity” takes place, or the negligence of the “releasees” named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the “activity”.

I hereby release, discharge, and covenant not to sue Learn to Skate USA/Tri-State Toe Picks FSC or United States Figure Skating, it’s directors, officers, administrators, sponsors, volunteers, agents, employees, staff, instructors, trainers, other participants and if applicable, owners and lessors of premises on which the “activity” takes place (each considered one of the “releasees” herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk, I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

The Learn to Skate USA/Tri-State Toe Picks FSC has the right, but not the obligation, to provide rules, regulations and/or ice monitors for Club Ice. We hereby acknowledge that the Learn to Skate USA/Tri-State Toe Picks FSC shall not be responsible for the supervision of the members at Club Ice.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

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Signature of Parent/Guardian of Minor or Participant Printed Name Date

**PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT**

I, the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such “activity”. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claims against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasees may incur as the result of any such claim.

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Signature of Parent/Guardian of Minor or Participant Printed Name Date

**CONSENT FOR MEDICAL ATTENTION OR TREATMENT**

I certify that I, the member, or I, the parent/guardian of said participant, give my consent to the Learn to Skate USA/Tri-State Toe Picks FSC and the facility the activities are taking place in and their staff and to members of the Learn to Skate USA/Tri-State Toe Picks FSC , their Board of Directors and volunteers to obtain medical care from any licensed physician, hospital or clinic, including transportation and emergency medical services, for myself/ourselves and/or said participant for any injury that could arise from participation in these activities.

\_\_\_\_\_  
Name of 1st Minor Child Member (please print)      Name of 2nd Minor Child Member (please print)

Name(s) of Parent(s)/Guardian(s)

\_\_\_\_\_  
1st Parent/Guardian Signature \_\_\_\_\_ DATE \_\_\_\_\_

2nd Parent/Guardian Signature \_\_\_\_\_ DATE \_\_\_\_\_

Name of Adult Member \_\_\_\_\_

1st Adult Member Signature \_\_\_\_\_ DATE \_\_\_\_\_

*Source: US Figure Skating*

# US Figure Skating Permission Form



In order for a skater to participate in a U.S. Figure Skating sanctioned event at a club other than his/her home club, this form must be completed by an officer of the skater's home club and sent to the club hosting the event.

## TEST \* SHOWS \* EXHIBITIONS \* ICE SHOWS \* COMPETITIONS

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This letter certifies that:

\_\_\_\_\_, \_\_\_\_\_  
(name of member) (member #)

is a member in good standing of the **Tri-State Toe Picks FSC, Onalaska, Wisconsin.**

**This permission is for the following USFSA sanctioned event:**

### TESTS

\_\_\_\_\_, Moves \_\_\_\_\_  
(date last tested)

\_\_\_\_\_, Free Skating \_\_\_\_\_  
(date last tested)

\_\_\_\_\_, Dance \_\_\_\_\_  
(date last tested)

\_\_\_\_\_, Pairs \_\_\_\_\_  
(date last tested)

\_\_\_\_\_, Figures \_\_\_\_\_  
(date last tested)

### SHOWS, EXHIBITIONS, ICE SHOWS, COMPETITIONS

To be hosted by \_\_\_\_\_  
(name of club conducting event)

Permission valid through \_\_\_\_\_

Members/Candidates shall be bound by the U.S. Figure Skating rules.

If skater is taking tests, please send the results to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Signature of Club Official and Date

# INDEPENDENT COACHING AGREEMENT WITH THE TRI-STATE TOE PICKS FSC

## Coaching Rules and Regulations of the Tri-State Toe Picks FSC:

- Maintain a professional image at all times by projecting high standards of personal conduct, good health, and personal appearance, and verbal references to officials, other skaters, other coaches and parents.
- Encourage and facilitate skaters' abilities to be responsible for their own behavior, performance, and decisions.
- Educate and follow US Figure Skating Rules and Regulations.
- As a US Figure Skating Registered Coach, I understand I maybe asked at any time to show my "Coach Compliance Card" while coaching on the Tri-State Toe Picks ice time, as well as at their sanctioned events.
- I understand and will abide by the attached *Responsibilities of Professional Coaching*, while participating on the Tri-State Toe Picks ice time and events.

*\*This document has been adopted from the Professional Skaters Association course, CER ET-101 Professional Ethics*

       **I am a member of the Tri-State Toe Picks FSC and an independent, private figure skating coach.** I will abide by all rules and regulations of the Tri-State Toe Picks FSC during contract ice time and skating hours at the Onalaska Omni Center, any other skating facility, and/or at any Tri-State Toe Pick event. I understand that if my conduct or coaching ethic is not being followed in accordance with the Tri-State Toe Picks' Coaching Rules and Regulations, I will be contacted by the Board of Directors and could be subjected to suspension of my coaching rights during Tri-State Toe Picks skating hours.

OR

       **I am an independent, private figure skating coach with no direct affiliation with the Tri-State Toe Picks FSC while coaching private lessons on their contracted ice time.** Even without direct affiliation, I will abide by all rules and regulations of the Tri-State Toe Picks during contract ice time and skating hours at the Onalaska Omni Center, any other facility, and/or at any Tri-State Toe Pick event. I understand that if my conduct or coaching ethic is not being followed in accordance with the Tri-State Toe Picks' Coaching Rules and Regulations, I will be contacted by the Board of Directors and could be subjected to suspension of my coaching rights during Tri-State Toe Picks skating hours. I also understand that my coaching information will not be publicized on the Tri-state Toe Picks website.

I, the undersigned, have full understanding, and take full responsibly for all the previous mentioned rules and regulations of the Tri-State Toe Picks Independent Coaching Agreement.

Name: \_\_\_\_\_ USFS # \_\_\_\_\_

Email: \_\_\_\_\_ Cell: \_\_\_\_\_

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

### CLUB USE ONLY

Home Club: \_\_\_\_\_

Coach Compliance USFS: \_\_\_\_\_

Notes: \_\_\_\_\_

**Article X. Tri-State Toe Picks Figure Skating Club Bylaws**

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# **Bylaws of Tri-State Toe Picks Figure Skating Club**

## **ARTICLE I – NAME, EXISTENCE, OFFICES**

### **Section 1: Name**

The name of this Corporation shall be the Tri-State Toe Picks Figure Skating Club (referred to in these Bylaws as the “Club”).

### **Section 2: Logo**

The logo for the Club shall be presented in three options. The full logo of the Club shall be the bottom portion of the skate blade with the wording Tri-State Toe Picks FSC above the blade. The left pocket logo contains a crest and banner with a single skate. The Club's name is above and inside the banner of the crest. It is also deemed appropriate to use the third logo that contains only the words The Toe Picks in purple lettering. Approval from the Club is necessary to utilize the Club logo.

### **Section 3: Incorporation**

The Club is incorporated as a nonprofit corporation under the laws of the State of Wisconsin, organized pursuant to Chapter 181 of the Wisconsin Statutes and complies with the provision of the Wisconsin Nonprofit Corporation Act. The corporation exists as a club of its Incorporators and Members. The Articles of Incorporation shall govern in the event there is any conflict between these Bylaws, as from time to time amended, and the Article of Incorporation of the Club.

### **Section 4: Offices**

The address of the registered office of the corporation is 255 Riders Club Road, Onalaska, WI 54650. The mailing address of the corporation is PO BOX 374, Onalaska, WI 54650.

## **ARTICLE II – Purpose**

**Mission Statement:** The Tri-State Toe Picks Figure Skating Club is a community organization that provides programs to encourage the participation of all ages toward the development of life skills and achievement in the sport of ice skating.

**Vision:** To recruit, retain, and encourage skaters to be courageous and tenacious both on and off the ice.

The Club is organized and operated exclusively to support skaters and families that are devoted to the development of recreational and competitive figure skating. The Club shall work under the direction and regulations of The United States Figure Skating Association (“US Figure Skating”) in accordance with the provisions of the US Figure Skating Bylaws and Official Rules. The Club shall conduct its affairs in a manner consistent with the Bylaws, Official Rules, policies and procedures of US Figure Skating.

## **ARTICLE III: Membership**

### **Section 1: Classes of Membership**

**A. Adult Full Member:** Members who are 18 years of age or over as of July 1 of each skating year. In addition to the privileges authorized by the US Figure Skating Bylaws, they shall enjoy the privileges of the Club. Adult Members must be annual Home Club Members of the Club and be in good standing in order to vote, hold office and serve on the Board of Directors.

**B. Collegiate Full Member:** Collegiate Members are members who are enrolled in a higher education institution and are a Full 4-Year Member of the club. In addition to the privileges authorized by the US Figure Skating Bylaws, they shall also enjoy the privileges of the Club. Collegiate Members who are 18 years of age or over as of July 1, must be in good standing in order to vote, hold office and serve on the Board of Directors. Collegiate members may only be a collegiate member once in his/her lifetime with US Figure Skating.

**C. Youth Full Member:** Members who are under 18 years of age as of July 1 of each skating year. They shall have full membership privileges except they may not vote or hold elective office. They shall be annual Home Club Members of the Club.

**D. Associate Member:** Associate members shall not vote, hold office, or have other privileges of the Club except those relative to the use of ice. They are home club members of another club other than the Tri-State Toe Picks FSC.

**E. Learn to Skate Member:** Beginning skaters who are registered in the US Figure Skating Learn to Skate Program or its equivalent. They are eligible to compete in Compete USA Competitions hosted by US Figure Skating Learn to Skate clubs. They are not eligible to vote or hold elective office, in accordance with US Figure Skating Bylaws.

## **Section 2: Code of Conduct**

Members shall be registered with Learn to Skate USA and/or US Figure Skating and adhere to the Code of Conduct rules and guidelines set forth by the current US Figure Skating Rule Book, and all policies set forth by the Tri-State Toe Picks FSC.

## **Section 3: Application for Membership**

Each candidate for a new or a renewal membership must submit an application with the Membership Chair. All applications in compliance with the forgoing requirements shall be considered by the Board of Directors. An application for membership will not be considered unless the appropriate dues are paid in full at the time of receipt of the application. The membership year is July 1 through June 30 of each year. All applications for a new or renewing membership are subject to approval by the Board in their sole discretion.

## **Section 4: Arrears for Dues**

Arrears shall be defined as a failure to pay on or before the due date. Any member in arrears for dues or any other indebtedness shall be notified by the Treasurer. The Board may drop from the roll, the name of any such delinquent member. A member dropped from the roll for non-payment of dues or other indebtedness will be reinstated to membership upon payment of any arrearage.

## **Section 5: Arrears for Dues Restrictions**

No member in arrears for dues or other indebtedness shall be eligible to hold office, vote, be tested or compete as a member of the Club.

## **Section 7: Board Approval for Competition or Exhibition**

No member or members of the Club shall make entry in the name of the Club in competitions or exhibitions except with the approval of the Board of Directors.

## **Section 6: Refunds**

The Club will not refund dues except, in extraordinary circumstances and upon the approval of the Board of Directors.

## **ARTICLE IV – Club Membership Meetings**

### **Section 1: Annual Meeting**

There shall be an Annual Meeting once a year for the general membership to attend. The date of the regular Annual Meeting shall be set by the Board of Directors who shall also set the time and location.

### **Section 2: Special Meetings**

Additional meetings of the general membership may be called at the discretion of the President or upon the written request of three (3) Adult members, in good standing. No business shall be transacted at a Special meeting except that of which notice is given.

### **Section 3: Notice**

Notice of each meeting shall be given to each voting member, by email and/or announced on the Club's website, not less than four (4) days before the meeting.

### **Section 4: Quorum**

Fifty (50%) percent of Adult Membership set forth by the voting list shall constitute a quorum for the transaction of business.

## **ARTICLE V – Board of Directors**

### **Section 1: Number of Directors**

There shall be a Board of Directors composed of seven (7) Adult Full Members.

### **Section 2: Election and Terms of Directors**

The Board of Directors shall be nominated and elected by the Adult Members who are in good standing and eligible to vote. Only those persons, who have given their consent to serve, shall be nominated for or elected to such office. Simple majority rules. The Directors shall be elected or reappointed at the June Board Meeting and said Directors shall serve for a period of (2) Years.

### **Section 3: Qualifications**

Any candidate for the Board of Directors must be an Adult Full Member in good standing in accordance with the provisions of these Bylaws. Which includes that they are to be (i) at least eighteen (18) years old, (ii) registered with US Figure Skating and (iii) home club member of the Club and (iv) voting member of the Club. In addition, coaches with eligible status may serve as Directors of the Club so long as they do not collectively constitute a majority of the total numbers of the Board of Directors.

### **Section 4: Resignation**

Any Director may resign at any time by giving written notice of resignation to the President, Secretary and/or Board of Directors. The resignation is effective when the notice is received by the Club unless the notice specifies a later effective date.

### **Section 5: Withdrawal and/or Removal**

Any Director who shall absent themselves from three (3) consecutive regular meetings or an accumulation of five (5) regular meetings in a twelve (12) month time frame of the regular meetings of the Board of Directors, without obtaining previous permission from the Board of Directors, will cease to hold office. In addition, any Director may be removed by the Board of Directors whenever, in its judgment, the best interests of the Club would be served thereby, but such removal shall be without prejudice to coaching/membership rights, if any, of the officer so removed.

### **Section 6: Appointment of Replacement**

If a Directorship shall become vacant due to a resignation, withdrawal, removal or death, the Board of Directors may appoint an Adult Member to fill such vacancy for the unexpired portion of the term.

### **Section 7: Compensation**

Directors shall not receive compensation for their services as such, although the reasonable expenses of Directors may be paid or reimbursed by the Club. Directors shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the Club in any other capacity.

### **Section 8: Regular Meetings**

The Board of Directors shall meet at least 6 times yearly. The dates of the board meetings shall be determined and published prior to the Annual Meeting and published for the Board of Directors and all Membership.

### **Section 9: Special Meetings**

Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. Notice stating the place, day and hour of a special meeting of the Board of Directors shall be given to each director by email no less than five (5) days before the meeting.

### **Section 10: Quorum and Voting**

A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, and the vote of a majority of the Directors present in person or remotely at a meeting at which a quorum is present shall be the act of the Board of Directors. No Director may vote or act by proxy at any meeting of Directors.

### **Section 11: Authority**

The business and affairs of the Club shall be managed by its Board of Directors, except as otherwise provided in the Nonprofit Law, the Club's Articles of Incorporation or these Bylaws.

## **ARTICLE VI – Officers**

### **Section 1: Officers**

The Officers of the Club shall consist of the President, Vice President, Secretary, and Treasurer. These four seats together make up the Executive Committee.

**A. President** – It shall be the duty of the President to take charge of the Club; to preside at all meetings of the Club and of the Board of Directors. The President shall have: the entire supervision and management of Directors; the power to suspend any member for violating the Bylaws or rules of the Club, subject to approval of the Board of Directors; the power to call special meetings and Club meetings.

**B. Vice President** – It shall be the duty of the Vice President to assist the President in the discharge of his/her duties and in his/her absence to assume the duties and officiate in his/her place.

**C. Secretary** – It shall be the duty of the Secretary to keep the Minutes of the Meetings of the Club and of the Board of Directors and to supervise all reports and documents connected with the business of the Club, to supervise keeping a current membership roll. The Secretary shall furnish new members with a copy of these Bylaws. The Secretary shall supervise the correspondence of the Club, oversee all printed documents and forms for the Club for proper use of the Club logo and the US Figure Skating logo; and prepare and issue notices of all meetings of the Club and Board of Directors. Perform additional duties as assigned by the President or Board of Directors.

**D. Treasurer** – She/he shall have custody of all funds of the Club. Keep accurate accounts of all monies that are received and disbursed of the Club. Deposit such funds in the name of, and to the credit of, the Club in such banks or depositories as a majority of the Board of Directors may from time to time, designate. Be authorized to sign and countersign all checks and drafts of the Club. Under the direction of the Board of Directors, disburse the funds of the Club, after verifying charges and expenditures. Render to the President and/or the Board of Directors, whenever required, an account of all additional duties as assigned by the President or Board of Directors.

### **Section 2: Terms of Officers**

Officers shall be elected at the June Board Meeting by the Board of Directors and shall serve for a period of two (2) years. The election for the President and Treasurer are to be held on the opposite year of the Vice President and Secretary.

### **Section 3: Removal**

Any officer may be removed by the Board of Directors whenever in their judgment the best interested of the club will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person is so removed. Appointment shall not of itself create contract rights.

### **Section 4: Vacancies**

A vacancy in any principal office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors.

## **ARTICLE VII – Committees**

### **Section 1: Executive Committee**

The Executive Committee shall be responsible for the general supervision of the Club including establishing policies, rules and administration, budgeting and financial management. It is further understood that the Executive Committee may act on behalf of the organization, as needed, in the absence of the full Board of Directors. The Executive Committee shall consist of the President, Vice President, Secretary, and Treasurer.

### **Section 2: Committees**

The Board of Directors by may designate one (1) or more committees. Each committee may consist of one (1) or more directors elected by the Board of Directors, shall have and may exercise, when the Board or Directors is not in session, in the management of business and affairs of the Club.

### **Section 3: Quorum**

At a duly called meeting of any committee of the club, a simple majority of voting committee members shall constitute a quorum.

## **ARTICLE VIII – Conflict Resolution**

If any member of the Club has a complaint against another member of the Club for an infraction of any Bylaw, rule policy or procedure of the Club, other than skating rules, they may file a complaint in writing to the Board of Directors of the Club. Such complaints will be investigated and resolved according to the Club's conflict resolution and grievance policy that the Club is required to adopt and have in effect in accordance with the Bylaws of US Figure Skating.

## ARTICLE VIII - Miscellaneous

### Section 1: Inspection of Records

The Club shall keep correct, complete books and records of account and shall also keep minutes of the proceedings of its members, Directors, and committees having any of the authority of the Directors; and shall keep a record of the names and addresses of the members entitled to vote. Upon written request of any member, the Club shall make these records available within ten (10) days of written request.

### Section 2: Parliamentary Procedure

The Robert's Rules of Order shall govern the parliamentary procedure at Regular and Special meetings of the General Membership and of the Board of Directors.

### Section 3: Amendments

These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting.

### Section 4: Fiscal Year

The fiscal year of the Club should, but is not required to, correspond with the fiscal year of US Figure Skating (i.e. beginning on July 1 and ending on June 30).

## **BYLAWS CERTIFICATE**

The undersigned certifies that he/she is the Secretary and he/she is the President of the Tri-State Toe Picks Figure Skating Club and that he/she is authorized to execute this certificate on behalf of said Club and the foregoing is a complete and correct copy of the presently effective Bylaws of the Club.

Dated: June 20, 2018

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Joanna Conrath

President

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Tonya Boland

Secretary