



***Manitoba Baton Twirling  
Sportive Association (MBTSA)  
Policy Manual***

***Revised: October 2025***

## Table of Contents

<b>SECTION A. MANITOBA PROVINCIAL TEAM CONTINGENT</b> .....	4
1. TEAM CONTINGENT MEMBERS.....	4
2. TEAM CONTINGENT RULES.....	4
3. PROVINCIAL CONTINGENT MANAGER(S).....	5
<b>SECTION B. MANITOBA NATIONS CUP ENTRANTS</b> .....	5
1. MANITOBA NATIONS CUP ENTRANTS CONTINGENT.....	5
2. CONTINGENT RULES.....	5
3. CONTINGENT MANAGER(S).....	6
<b>SECTION C. FUNDING FOR TRAVEL</b> .....	6
1. ATHLETE WORKSHOPS.....	6
2. COACHING WORKSHOPS.....	7
3. JUDGING WORKSHOPS.....	7
4. MEETINGS.....	7
5. CANADIAN TEAM TRIALS.....	8
6. NATIONS CUP QUALIFIER.....	8
7. WORLD CHAMPIONSHIPS.....	9
8. NATIONS CUP.....	10
<b>SECTION D. ATHLETE DEVELOPMENT GRANTS</b> .....	11
1. HIGH PERFORMANCE CHOREOGRAPHY GRANT – FREESTYLE AND PAIRS.....	11
2. HIGH PERFORMANCE CLINIC GRANT – FREESTYLE AND PAIRS.....	12
3. DEVELOPMENTAL CLINIC GRANT – LEVEL C AND BN SOLO ATHLETES.....	13
4. PROVINCIAL TEAM TRIAL AWARDS.....	14
5. SCHOLARSHIPS.....	14
<b>SECTION E. PROVINCIAL TRAINING</b> .....	15
1. GYM RENTALS.....	15
2. COMPULSORY MOVES/ SHORT PROGRAM CLASSES.....	16
<b>SECTION F. PROVINCIAL TEAM</b> .....	16
1. PROVINCIAL TEAM TRYOUTS.....	16
2. PROVINCIAL TEAM RULES.....	16
3. PROVINCIAL TEAM COSTS.....	17
4. DUTIES AND RESPONSIBILITIES OF HEAD COACH.....	17
5. COACHING RATE - HEAD COACH.....	17
6. DUTIES AND RESPONSIBILITIES OF ASSISTANT COACH.....	17
7. COACHING RATE - ASSISTANT COACH.....	17
8. SALARY FOR CHOREOGRAPHER.....	18
9. DUTIES AND RESPONSIBILITIES OF CHOREOGRAPHER.....	18
10. TRANS CANADA TEAM.....	18
<b>SECTION G. COMPULSORY MOVES/SHORT PROGRAM ELEMENTS COACH</b> .....	18
1. APPLICATION.....	18
2. DUTIES AND RESPONSIBILITIES.....	18
3. COACHING RATE – COMPULSORY MOVES/SHORT PROGRAM ELEMENTS.....	18
<b>SECTION H. SPORT PROGRAM FUNDING</b> .....	18
<b>SECTION I. OUT OF PROVINCE HIRED COACH</b> .....	19
<b>SECTION J. FINANCIAL POLICY</b> .....	19
<b>SECTION K. BADGE TESTING</b> .....	24
<b>SECTION L. COMPETITIONS</b> .....	25
1. UNICITY & PROVINCIAL HIGH POINT AWARDS.....	25
2. MBTSA GRAND AGGREGATE AWARDS.....	25
3. REFUNDS.....	25
<b>SECTION M. CONFLICT OF INTEREST POLICY</b> .....	25
<b>SECTION N. DISPUTE RESOLUTION POLICY</b> .....	28
<b>SECTION O. APPEAL POLICY</b> .....	29
<b>SECTION P. PRIVACY POLICY</b> .....	32
<b>SECTION Q. RESPECT IN SPORT and SAFE SPORT CERTIFICATION POLICY</b> .....	36

<b>SECTION R. CODE OF CONDUCT AND ETHICS POLICY</b> .....	37
<b>SECTION S. CONFIDENTIALITY POLICY</b> .....	42
<b>SECTION T. DISCIPLINE AND COMPLAINTS POLICY</b> .....	43
<b>SECTION U. SCREENING POLICY</b> .....	46
<b>REVISION LOG</b> .....	52
2025 Policy changes – presented at the 2025 AGM .....	52
October 2024 .....	54
2024 Policy changes - presented at the 2024 AGM .....	54
January 2023 .....	56
January 2022 - presented at the 2022 AGM .....	56
September 2021 - Board approval September 19, 2021 .....	56

## SECTION A. MANITOBA PROVINCIAL TEAM CONTINGENT

[back to top](#)

### 1. TEAM CONTINGENT MEMBERS

The Manitoba Provincial Team Contingent will be made up of the following:

- Qualifying Junior Women's Freestyle Athletes
- Qualifying Junior Men's Freestyle Athletes
- Qualifying Senior Women's Freestyle Athletes
- Qualifying Senior Men's Freestyle Athletes
- Qualifying Junior Pairs Athletes
- Qualifying Senior Pairs Athletes
- Qualifying MBTSA Sponsored Provincial Team Athletes

NOTE: "Qualifying" is as per current CBTF Qualification Procedures in years that CBTF Team Trials are held to qualify for World Freestyle Championships (beginning in 2024, WBTF event at an IBTF Competition)

### 2. TEAM CONTINGENT RULES

1. All Team Contingent Members shall at all times exhibit and conduct themselves in a manner befitting representatives of the Manitoba Baton Twirling Sportive Association. In Particular, athletes must personify the qualities of good sportsmanship, fair play, camaraderie and respect for fellow athletes.
2. All Team Contingent Members will be funded according to current MBTSA Travel Policy.
3. All Team Contingent Members will be required to attend all MBTSA Sponsored practices.
4. Upon arrival at the Canadian Team Trials, all Team Contingent Members will follow the rules, regulations and code of conduct set down by MBTSA (i.e. curfews, team travel to and from the competition/practice site(s), meetings, suppers, attendance at events, dress codes, swimming, etc.) (Reference – MBTSA FORMS HANDBOOK)
5. Team Contingent Members must attend all Team Contingent meetings prior to and at the Canadian Team Trials. There will be an official meeting each day at the Canadian Team Trials.
6. Team Contingent Members should arrive at the Canadian Team Trials approximately 3 hours prior to the first scheduled practice and stay until the completion of the Canadian Team Trials including closing ceremonies and awards.
7. Team Contingent Members shall be in attendance during performances by fellow Manitoba Team Contingent Members to give support and encouragement.
8. Team Contingent Members must stay at the hotel designated by the MBTSA at the Canadian Team Trials. There will be a maximum of two team contingent athletes allowed per hotel room.
9. A Team Manager shall be appointed by the MBTSA to be the contact for the Team Contingent during the Canadian Team Trials.
10. Performances may be arranged for the Team Contingent under the guidance of the Publicity Representative. Individual freestyle members must notify the Provincial Chairperson of any individual performances with as much notice as possible. Teams must only perform at MBTSA planned performances. If performances are booked for the Team Contingent Members and conflict with an individual performance function, then the first function notified to the Provincial Chairperson must take precedence.
11. Fundraising shall include all Team Contingent Members. Fundraising will be approved by MBTSA through the Team Manager.

12. All Team Contingent Members are expected to attend the MBTSA Annual Awards Banquet.
13. All Team Contingent Members will be required to sign a contract. This contract will also be signed by the athlete's parent/guardian if the athlete is under 18 years of age. (Reference - MBTSA FORMS HANDBOOK.)
14. All Team Contingent Rules/Policies are subject to change for extenuating circumstances arranged through the Provincial Chairperson or delegate.
15. Failure to comply with the Team Contingent Rules/Policy may result in withdrawal of funding. The Provincial Contingent Manager and/or a coach of a team contingent athlete must submit in writing to the MBTSA Board of Directors notification of a team contingent athlete who failed to comply with the rules and the details of the infraction using the form included at the end of the policies. The written submission must be completed within one week of the competition. The athlete will be notified by the Board of the infractions and will be given an opportunity for explanations. All funding will be suspended until the matter is resolved. The Treasurer will not release funds until one week following the competition.

### 3. PROVINCIAL CONTINGENT MANAGER(S)

1. Any applicant interested in the volunteer position of Provincial Contingent Manager shall apply in writing to the MBTSA Board of Directors by January 31<sup>st</sup> of each year.
2. In selection of the Provincial Contingent Manager(s), the MBTSA Board of Directors will consider the following (in order of priority): Coaches, BOD Members, Parents of athletes, other.
3. A duties list is included in the MBTSA FORMS HANDBOOK.
4. The Provincial Contingent Manager will work in conjunction with the Provincial Chairperson and the Provincial Technical Chairperson prior to and at the Canadian Team Trials.

## SECTION B. MANITOBA NATIONS CUP ENTRANTS

[back to top](#)

### 1. MANITOBA NATIONS CUP ENTRANTS CONTINGENT

The Manitoba NATIONS Cup Entrants contingent will be made up of the following

1. Athletes who have submitted their CBTF Intent to Compete form and deposit.

### 2. CONTINGENT RULES

1. All Contingent Members shall at all times exhibit and conduct themselves in a manner befitting representatives of the Manitoba Baton Twirling Sportive Association. In particular, athletes must personify the qualities of good sportsmanship, fair play, camaraderie and respect for fellow athletes.
2. All Contingent Members will be funded according to current MBTSA travel policy.
3. All Contingent Members will be required to attend all MBTSA sponsored practices.
4. Upon arrival at the NATIONS Cup Qualifier, all Contingent Members will follow the rules, regulations, and code of conduct set down by the MBTSA (i.e. curfews, team travel to and from the competition/practice site(s), meetings, suppers, attendance at events, dress code, swimming, etc.) (Reference - MBTSA FORMS HANDBOOK.)
5. Contingent Members must attend all Contingent meetings prior to and at the NATIONS Cup Qualifier. There will be an official meeting each day at the NATIONS Cup Qualifier.
6. Contingent Members should arrive at the NATIONS Cup Qualifier approximately 3 hours prior to the first scheduled practice, and stay until the completion of the NATIONS Cup Qualifier including closing ceremonies and awards.
7. Contingent Members shall be in attendance during performances by fellow Manitoba Contingent

- Members to give support and encouragement.
8. Contingent Members must stay at the hotel designated by the MBTSA at the NATIONS Cup Qualifier. There will be a maximum of two contingent athletes allowed per hotel room.
  9. A Team Manager shall be appointed by the MBTSA to be the contact for the Contingent during the NATIONS Cup Qualifier.
  10. Performances may be arranged for the Contingent under the guidance of the Publicity Representative. Individual members must notify the Provincial Chairperson of any individual performances with as much notice as possible. Teams must only perform at MBTSA planned performances. If performances are booked for Contingent Members and conflict with an individual performance function, then the first function notified to the Provincial Chairperson must take precedence.
  11. Fundraising shall include all Contingent Members. Fundraising will be approved by MBTSA through the Team Manager.
  12. All Contingent Members are expected to attend the MBTSA Annual Awards Banquet.
  13. All Contingent Members will be required to sign a contract. This contract will also be signed by the athlete's parent/guardian if the athlete is under 18 years of age. (Reference - MBTSA FORMS HANDBOOK.)
  14. All Contingent Rules/Policies are subject to change for extenuating circumstances arranged through the Provincial Chairperson or delegate.
  15. Failure to comply with the Contingent Rules/Policy may result in withdrawal of funding. The Provincial Contingent Manager and/or a coach of a team contingent athlete must submit in writing to the MBTSA Board of Directors notification of a team contingent athlete who failed to comply with the rules and the details of the infraction using the form included at the end of the policies. The written submission must be completed within one week of the competition. The athlete will be notified by the Board of the infractions and will be given an opportunity for explanations. All funding will be suspended until the matter is resolved. The Treasurer will not release funds until one week following the competition.

### 3. CONTINGENT MANAGER(S)

1. Any applicant interested in the volunteer position of NATIONS Cup Entrants Contingent Manager shall apply in writing to the MBTSA Board of Directors by January 31<sup>st</sup> of each year.
2. In selection of the Manager(s), the MBTSA Board of Directors will consider the following (in order of priority): Coaches, BOD Members, Parents of athletes, other.
3. A duties list is included in the MBTSA FORMS HANDBOOK.
4. The Manager will work in conjunction with the Provincial Chairperson and the Provincial Technical Chairperson prior to and at the NATIONS Cup Qualifier.

## SECTION C. FUNDING FOR TRAVEL

[back to top](#)

*NOTE: All funding is subject to the availability of funds in the designated funding budget item.*

### 1. ATHLETE WORKSHOPS

*FUNDING BUDGET ITEM – TRAIN TO TRAIN – COMPETITIVE ATHLETE CLINIC*

1. Athletes residing over 100 km outside of the Winnipeg perimeter highway, but within Manitoba, who do not receive lessons in Winnipeg, are eligible for funding once a year upon application to the Board of Directors to attend the MBTSA sponsored workshop/clinic.
  - The competitive season (September 1<sup>st</sup> to August 31<sup>st</sup>) will be observed.
  - The funding, which is to cover clinic fees only, will not exceed \$100 per athlete.

2. Level A and Level B freestyle/pairs and Level A, BA, and BI solo athletes wishing to attend one (1) CBTF or IBTF affiliated organization sanctioned out-of-province multiday workshop/clinic will be eligible for funding once a year, upon application to the Board of Directors, provided they have attended the MBTSA sponsored clinic.
  - The competitive season (September 1<sup>st</sup> to August 31<sup>st</sup>) will be observed.
  - Receipts for clinic fees must be submitted by September 30<sup>th</sup> of each year.
  - The funding, which is to cover clinic fees only, will not exceed \$100 per athlete.
  - Attendance at non-sanctioned out-of-province workshops/clinics will not be funded
3. In the event that MBTSA does not offer a High Performance MBTSA sanctioned multiday clinic, the maximum funding available is
  - Up to \$100 for travel
  - Up to \$100 for accommodation
  - The competitive season (September 1<sup>st</sup> to August 31<sup>st</sup>) will be observed.
4. MBTSA will endeavor to provide \$1500 per year in available funding, divided evenly among athletes. All funding is subject to availability of funds.
5. The “*Funding for Travel – Workshops*” form (Reference – MBTSA FORMS HANDBOOK) and all receipts are to be submitted to the MBTSA Treasurer upon return.
6. Receipts for clinic expenses must be submitted by September 30<sup>th</sup> of each year.

## 2. COACHING WORKSHOPS

### *FUNDING BUDGET ITEM – TECHNICAL LEADERSHIP – COACHES TRAVEL ASSISTANCE*

1. Coaches residing over 100 km outside of the Winnipeg perimeter highway, but within Manitoba, are eligible for funding once a year upon application to the Board of Directors.
2. Coaches wishing to attend one CBTF sanctioned out-of-province workshop/clinic will be eligible for funding once a year upon application to the Board of Directors.
  - The funding, which is to cover clinic fees only, will not exceed \$100.00 per coach.
  - Attendance at non-sanctioned out-of-province workshops/clinics will not be funded
3. The “*Funding for Travel – Workshops*” form (Reference – MBTSA FORMS HANDBOOK) and all receipts are to be submitted to the MBTSA Treasurer upon return.

## 3. JUDGING WORKSHOPS

### *FUNDING BUDGET ITEM –*

1. Judges residing over 100 km outside of the Winnipeg perimeter highway, but within Manitoba, are eligible for funding once a year upon application to the Board of Directors.
2. Judges wishing to attend one CBTF sanctioned out-of-province workshop/clinic will be eligible for funding once a year upon application to the Board of Directors.
  - The funding, which is to cover clinic fees only, will not exceed \$100.00 per judge.
  - Attendance at non-sanctioned out-of-province workshops/clinics will not be funded
3. The “*Funding for Travel – Workshops*” form (Reference – MBTSA FORMS HANDBOOK) and all receipts are to be submitted to the MBTSA Treasurer upon return.

## 4. MEETINGS

### *FUNDING BUDGET ITEM – GENERAL AND ADMINISTRATION – OTHER TRAVEL NATIONAL MEETINGS*

1. Board Members required to attend meetings outside of Winnipeg are eligible for funding upon application to the Board of Directors.
2. MBTSA will fully fund (as per current CBTF procedures) the travel expenses to send the Provincial Chairperson and the Provincial Technical Chairperson to the National Meetings (i.e. CBTF Executive,

CBTF Board of Directors, CBTF Technical, committee, etc.) provided all scheduled meetings are attended.

3. MBTSA will cover food expenses for MBTSA official representatives attending National Meetings according to the following:
  - a. The total daily amount will not exceed \$40.00 (or the current CBTF per diem rate).
  - b. The funding will not include alcoholic beverages.
  - c. All receipts are to be submitted to the MBTSA Treasurer upon return.
4. MBTSA will cover ground transportation and/or airport parking fees for MBTSA official representatives attending National Meetings to and from the Winnipeg airport and destination airport as per current CBTF procedures.

## 5. CANADIAN TEAM TRIALS

*FUNDING BUDGET ITEM = TRAIN TO COMPETE – TRAINING ALLOWANCE (TRAVEL TO TRIALS)*

1. The application for funding is a points-based system. Athletes are required to fulfill the requirements of MBTSA in order to receive funding. Partial fulfillment will result in partial funding. (Reference – MBTSA FORMS HANDBOOK.)
2. Receipts must be submitted prior to receiving funding. No cash payment will be made to any individual without receipts.
3. Team Contingent Members (see Section A-1.0) will receive funding towards travel and accommodation at the Canadian Team Trials. Alternate members of the Team Contingent in the Freestyle or Pairs division will receive ½ the eligible funding of a competing Team Contingent Member. A MBTSA Sponsored Team alternate will be funded as a full competing athlete.
4. In the event that the alternate in the Freestyle or Pairs division competes at the Canadian Team Trials, funding will be upgraded to that received by Team Contingent Members.
5. Manitoba Coaches of Manitoba Team Contingent Athletes, including the Assistant Coach for a qualifying MBTSA sponsored Provincial Team (see Section A-1.0) will receive funding towards travel and hotel accommodation to the Canadian Team Trials based on budget. Each Team Contingent athlete may list only one coach to receive funding.
6. Team Contingent athletes who are injured must submit a medical certificate to the Board.
7. Practice time will be provided for the Team Contingent at Canadian Team Trials to a maximum of two hours.
8. The maximum funding per athlete and per coach will be \$225 for travel and \$200 for hotel accommodation.

## 6. NATIONS CUP QUALIFIER

*FUNDING BUDGET ITEM = TRAIN TO COMPETE – TRAINING ALLOWANCE (TRAVEL TO QUALIFIER)*

1. The application for funding is a points-based system. Athletes are required to fulfill the requirements of MBTSA in order to receive funding. Partial fulfillment will result in partial funding. (Reference – MBTSA FORMS HANDBOOK.)
2. Receipts must be submitted prior to receiving funding. No cash payment will be made to any individual without receipts. Under no circumstances will any individual receive more monies than costs incurred for any available funding.
3. Athletes competing at the NATIONS Cup Qualifier will receive funding towards travel and accommodation at the Qualifier.
4. Manitoba Coaches of NATIONS Cup Qualifier athletes, including the Assistant Coach for a qualifying MBTSA sponsored Provincial Team will receive funding towards travel and hotel accommodation to the NATIONS Cup Qualifier based on budget. Each athlete may list only one coach to receive funding.
5. Athletes who are injured must submit a medical certificate to the Board.

6. Practice time will be provided for the Manitoba athletes at NATIONS Cup Qualifier to a maximum of two hours.
7. MBTSA will cover ground transportation for the athletes attending the NATIONS Cup Qualifier including travel between the hotel and the gym for practice and competition days, and for travel between the airport and hotel on arrival and departure days per amount in yearly budget.
8. The maximum funding per athlete and per coach will be \$200 for travel and \$175 for hotel accommodation.

## 7. WORLD CHAMPIONSHIPS

### *FUNDING BUDGET ITEM = TRAIN TO WIN – TRAVEL FUNDING SUPPORT*

1. Athletes competing at the World Championships, representing Manitoba as a Freestyle Athlete, Provincial Pairs Athlete, or as a member of the MBTSA Sponsored Provincial Team (including alternates), and one coach will receive funding.
2. MBTSA will endeavour to provide \$10,000 per year in available funding for World Championship athletes, divided evenly amongst athletes and coach, not to exceed the maximum funding as outlined below. All funding is subject to availability of funds.
3. Maximum funding that a full competing member and an alternate member of the National Team will receive is:
  - 75% of the cost of airfare (including taxes)
  - 75% of the cost of accommodation
  - 75% of the cost of a Canadian Track Suit
  - 75% of the athlete’s portion of additional expenses (Team Manager Fee, Judge’s Fee, GroundTransportation, Practice Gym Rentals, Entry Fees)
4. Maximum funding that one coach will receive is:
  - 75% of the cost of airfare (including taxes)
  - 75% of the cost of accommodation
  - 75% of the cost of a Canadian Track Suit
  - 75% of the coaches portion of additional expenses (Team Manager Fee, Judge’s Fee, Ground Transportation)
5. In the event that 2 or more coaches travel to the World Championships, the coaches funding portion will be divided equally among the coaches attending the event.

Example #1:

*One coach and two Manitoba athletes doing Freestyle qualify for the World Baton Twirling Championship..*

*Maximum funding to be divided evenly amongst all athletes = \$10,000.00*

<u>Expense (per athlete)</u>	<u>Funding Full Member (75%)</u>
<i>Airfare = \$1900.00</i>	<i>\$1425.00</i>
<i>Accommodation = \$1000.00</i>	<i>\$750.00</i>
<i>Canadian Track Suit = \$200.00</i>	<i>\$150.00</i>
<i>Additional Expenses = \$800.00</i>	<i>\$600.00</i>
<i>Total = \$3900.00</i>	<i>\$2925.00</i>

*One coach, two full members = \$2925 + \$2925 + \$2925 = \$8775*

*This is less than the \$10,000.00 available, so the athletes will receive the funding as outlined above. \$1225 will remain with MBTSA for future years.*

Example #2:

*The MBTSA Sponsored Team qualifies for the World Baton Twirling Championship. There are 8 members and onealternate. Two coaches will be at the event.*

<u>Expense (per athlete)</u>	<u>Funding Full Member (75%)</u>
Airfare = \$1900.00	\$1425.00
Accommodation = \$1000.00	\$750.00
Canadian Track Suit = \$200.00	\$150.00
Additional Expenses = \$800.00	\$600.00
<b>Total = \$3900.00</b>	<b>\$2925.00</b>

Two coaches (funding portion equal to one full member) plus  
 Nine Athlete Full Funding Members = 10 \* \$2925.00 = \$29,250

This is more than the \$10,000.00 available, so funding needs to be divided equally.

$\$10,000/10 = \$1000.00$

Each Full funding member receives \$1000.00  
 Each coach will receive \$500.00 (\$1000/2)

## 8. NATIONS CUP

### FUNDING BUDGET ITEM = TRAIN TO WIN – TRAVEL FUNDING SUPPORT

1. Athletes competing at the NATIONS Cup, representing Manitoba as a Solo, 2-Baton, 3-Baton, Artistic Twirl, Artistic Pair, or as a member of the MBTSA Sponsored Provincial Team (including alternates), and one coach will receive funding.
2. MBTSA will endeavour to provide \$10,000 per year in available funding for NATIONS Cup athletes divided evenly amongst athletes and coach, not to exceed the maximum funding as outlined below. All funding is subject to availability of funds.
3. Maximum funding that a full competing member or coach of the National Team will receive is:
  - 50% of the cost of airfare (including taxes)
  - 50% of the cost of accommodation
  - 50% of the cost of a Canadian Track Suit
  - 50% of the athlete or coaches portion of additional expenses (Team Manager Fee, Judge’s Fee, Ground Transportation, Practice Gym Rentals, Entry Fees)
4. In the event that 2 or more coaches travel to the World Championships, the coach’s funding portion will be divided equally among the coaches attending the event.

#### Example #1:

One coach and two Manitoba athletes doing Solo and 2-Baton qualify for the NATIONS Cup.  
 Maximum funding to be divided evenly amongst all athletes/coach = \$10,000.00

<u>Expense (per athlete)</u>	<u>Funding Full Member (50%)</u>
Airfare = \$1900.00	\$950.00
Accommodation = \$1000.00	\$500.00
Canadian Track Suit = \$200.00	\$100.00
Additional Expenses = \$800.00	\$400.00
<b>Total = \$3900.00</b>	<b>\$1950.00</b>

Three full members = \$1950 + \$1950 + \$1950 = \$5850.00  
 This is less than the \$10,000.00 available, so the athletes will receive the funding as outlined above.  
 \$4150.00 will remain with MBTSA for future years.

#### Example #2:

The MBTSA Sponsored Team qualifies for the NATIONS Cup. There are 8 members, one alternate and two coaches..

Expense (per athlete)	Funding Full Member (50%)
Airfare = \$1900.00	\$950.00
Accommodation = \$1000.00	\$500.00
Canadian Track Suit = \$200.00	\$100.00
Additional Expenses = \$800.00	\$400.00
Total = \$3900.00	\$1950.00

Nine athlete full funding members plus one coach =  $10 * \$1950.00 = \$19,500.00$

This is more than the \$10,000.00 available, so funding needs to be divided equally.

$\$10,000/10 = \$1000.00$

Each Full funding member receives

\$1000.00

Each coach will receive \$500.00

(\$1000/2)

## SECTION D. ATHLETE DEVELOPMENT GRANTS

[back to top](#)

NOTE: All funding is subject to the availability of funds in the designated funding budget item.

1. Applications for the grants available in this section must be made by October 31<sup>st</sup>. One application per club is to be completed by the club coach or club director. (Reference - MBTSA FORMS HANDBOOK.) Each available grant/award/scholarship in this section has specific eligibility requirements that must be met in order to receive the grant/award/scholarship.
2. Approval of applications will be made at the MBTSA Board Meeting following the application deadline.
3. If insufficient funds are available to cover all grant applications, funds will be distributed on a pro-rated basis.
4. All grant recipients must reimburse MBTSA if they fail to meet all of the listed requirements. If funds were provided to a club, the club is responsible for reimbursements. If funds were provided to individuals, the individual is responsible for reimbursement.
5. All claims, including required receipts, for the grants in this section must be submitted prior to May 30<sup>th</sup> of each year. Distribution of funds will be made after the Board Meeting following the submission deadline of May 30<sup>th</sup>.

### 1. HIGH PERFORMANCE CHOREOGRAPHY GRANT – FREESTYLE AND PAIRS

FUNDING BUDGET ITEM = TRAIN TO TRAIN – HIGH PERFORMANCE CHOREOGRAPHY LEVEL B and A

1. Athletes entering and competing in Freestyle are eligible to apply for funding to cover Freestyle Choreography/Instruction fees.
  - a. Clubs will be required to submit the “High Performance Grant Form” listing all athletes who are eligible for the High Performance Grant in the Freestyle category by October 31<sup>st</sup> of each year.
  - b. Eligibility requirements for this grant:
    - i. Athlete must have entered and competed in a competitive event (Medley, Solo Dance, Solo, 2-Baton, 3-Baton, Duet, Freestyle, Pairs, Dance Twirl Team or CBTF Team) in the previous Manitoba Provincials, Manitoba Provincial Team Trials,

- Canadian Championships or Canadian Team Trials.
    - ii. Athlete must be Level BN or higher in Solo
    - iii. Athlete must have lived in Manitoba eight months prior to the current membership year
    - iv. Athlete must hold an MBTSA Type A Membership for the current membership year
    - v. Athlete must have held an MBTSA Membership of any type in the past
    - vi. Athlete must be coached by a CBTF certified coach holding a current CBTF membership
    - vii. Athlete must enter and compete in Freestyle in the Manitoba Provincial Team Trials
    - viii. Athlete must complete their SDP Gold Pin \*as required by CBTF\*
  - c. The application for funding is a points-based system. Athletes are required to fulfill the requirements of MBTSA in order to receive funding. Partial fulfillment will result in partial funding. (Reference – MBTSA FORMS HANDBOOK.)
  - d. Maximum funding available to Freestyle Athletes:
    - i. Level A Freestyle = \$125 per athlete
    - ii. Level B Freestyle = \$75 per athlete
- 2. Athletes entering and competing in Pairs are eligible to apply for funding to cover Pairs Choreography/Instruction fees.
  - a. Clubs will be required to submit the “High Performance Grant Form” listing all athletes who are eligible for the High Performance Grant in the Pairs by October 31<sup>st</sup> of each year.
  - b. Eligibility requirements for this grant (applicable to each athlete in the Pair):
    - i. Athlete must have entered and competed in a competitive event (Medley, Solo Dance, Solo, 2-Baton, 3-Baton, Duet, Freestyle, Pairs, Dance Twirl Team or CBTF Team) in the previous Manitoba Provincials, Manitoba Provincial Team Trials, Canadian Championships or Canadian Team Trials. Athlete must be Level BN or higher in Solo
    - ii. Athlete must have lived in Manitoba eight months prior to the current membership year
    - iii. Athlete must hold an MBTSA Type A Membership for the current membership year
    - iv. Athlete must have held an MBTSA Membership of any type in the past
    - v. Athlete must be coached by a CBTF certified coach holding a current CBTF membership
    - vi. Athlete must enter and compete in Pairs in the Manitoba Provincial Team Trials
  - c. The application for funding is a points-based system. Athletes are required to fulfill the requirements of MBTSA in order to receive funding. Partial fulfillment will result in partial funding. (Reference – MBTSA FORMS HANDBOOK.)
  - d. Maximum funding available to Pair Athletes:
    - i. Level A Pairs = \$62.50 per athlete
    - ii. Level B Pairs = \$37.50 per athlete

## 2. HIGH PERFORMANCE CLINIC GRANT – FREESTYLE AND PAIRS

### *FUNDING BUDGET ITEM =*

- 1. Clubs may offer a CBTF Sanctioned Clinic and apply for funding to cover the out-of-province instructor expenses (accommodation, transportation, gym rentals) for freestyle and pairs choreography, from MBTSA.
  - a. Clubs will be required to submit the “Out of Province Instructor Grant Form” (Reference – MBTSA FORMS HANDBOOK) listing all athletes who are eligible to participate in such a clinic.
  - b. Athlete eligibility requirements for this grant:
    - i. Must meet eligibility requirements for Freestyle or Pairs funding as outlined in “High Performance Grant – Freestyle and Pairs” above.
  - c. Club eligibility requirements for this grant:
    - i. Club must have a minimum of one CBTF Level 2 Certified Coach who holds a current

MBTSA Type C Membership

- ii. Club must sanction their clinic with MBTSA/CBTF and pay the appropriate sanction fee
- iii. The application form must be completed listing all eligible athletes (per above policy) and submitted by October 31<sup>st</sup>. Due to size variations between individual clubs (i.e. number of athletes) and to accommodate all athletes in the Province of Manitoba, maximum funding will be offered for each “24 credit hours” of qualifying athletes. Total hours will be calculated based on:
  - Level A Freestyle = 5 credit hours per athlete
  - Level A Pairs = 5 credit hours per pair
  - Level B Freestyle = 3 credit hours per athlete
  - Level B Pairs = 3 credit hours per pair

Example #1 – A club has 6 qualifying athletes, 3 of which are Level A Freestyle athletes, and 3 of which are Level B Freestyle athletes

3 Level A Freestyle x 5 hours = 15 hours, plus 3 Level B Freestyle x 3 hours = 9 hours

Club qualifies for 24 hours or 1 CLINIC

Example #2 – A club has 13 athletes, 3 of which are Level A Freestyle athletes, and 10 of which are Level B Pairs athletes (making up 5 pairs)

3 Level A Freestyle x 5 hours = 15 hours, plus 5 Level B Pair x 3 hours = 15 hours

Club qualifies for 30 hours or 1 ¼ CLINICS

Example #3 – A club has 1 athlete that does Level A

Freestyle 1 athlete x 5 hours = 5 hours

Club qualifies for 5 hours or 21% of a CLINIC

- d. Maximum funding available to clubs hosting a clinic:
  - i. Transportation/Accommodation/Meals for an out-of-province guest instructor = \$200
  - ii. Gym Rentals to host a clinic with an out-of-province guest instructor = \$10 per hour to a maximum of 24 hours = \$240

### 3. DEVELOPMENTAL CLINIC GRANT – LEVEL C AND BN SOLO ATHLETES

#### FUNDING BUDGET ITEM =

1. Clubs may offer a CBTF Sanctioned Clinic and apply for funding to cover the instructor fees for a group class taught by a guest coach from MBTSA. The intent is for clubs to host this developmental clinic alongside their high performance clinic with an out-of-province choreographer.
  - a. Clubs will be required to submit the “Club Clinic Grant Form” (Reference – MBTSA FORMS HANDBOOK) listing all athletes who are eligible to participate in such a clinic.
  - b. Athlete eligibility requirements for this grant:
    - i. Athlete must have entered and competed in a competitive event (Medley, Solo Dance, Solo, 2-Baton, 3-Baton, Duet, Freestyle, Pairs, Dance Twirl Team or CBTF Team) in the previous Manitoba Provincials.
    - ii. Athlete must be Level C or Level BN in Solo (Level BI and Level A Solo athletes are not eligible for this grant).
    - iii. Athlete must have lived in Manitoba eight months prior to the current membership year.
    - iv. Athlete must hold an MBTSA Type A Membership for the current membership year.
    - v. Athlete must have held an MBTSA Membership of any type in the past
    - vi. Athlete must be coached by a CBTF certified coach holding a current CBTF membership.
  - c. Club eligibility requirements for this grant:
    - i. Club must have a minimum of one CBTF Level 2 Certified Coach who holds a current

MBTSA Type C Membership

- ii. Club must sanction their clinic with MBTSA/CBTF and pay the appropriate sanctionfee
- d. The application form must be completed listing all eligible athletes (per above policy) and submitted by October 31<sup>st</sup>.
- e. Maximum funding available to clubs hosting a clinic:
  - Minimum of 5 eligible athletes – Instructor Fees for a group class to a maximum of \$50
  - Minimum of 11 eligible athletes – Instructor Fees for a group class to a maximum of \$100
  - Minimum of 21 eligible athletes – Instructor Fees for a group class to a maximum of \$150

#### 4. PROVINCIAL TEAM TRIAL AWARDS

*FUNDING BUDGET ITEM = TRAIN TO TRAIN – COMPETITIONS LEVEL B AND A*

- 1. To be presented to athletes who qualify (see Section A-1.0) for the Canadian Team Trials:
  - a. Level A Freestyle Athletes Medal and gift
  - b. Level A Freestyle Alternates Gift
  - c. Level A Pairs Athletes Medal and gift
  - d. Level A Team Athletes Medal and gift

The value of the gift is to be determined yearly within the budget and will be presented at the Provincial Team Trial Awards Ceremony.
- 2. To be presented to the Top 5 athletes in each division at the Level B Provincial Team Trials Events:
  - a. Level B Freestyle Athletes Medal and small gift
  - b. Level B Pairs Athletes Medal and small gift
  - c. Level B Team Athletes Medal and small gift

The value of the gift is to be determined yearly within the budget and will be presented at the Provincial Team Trial Awards Ceremony.

#### 5. SCHOLARSHIPS

*FUNDING BUDGET ITEM = TRAIN TO COMPETE – TRAINING SUPPORT*

- 1. Scholarships will be awarded to the following Provincial Team Trial winners, to be used for coaching fees or gym rentals in preparation for the Canadian Championship. Confirmation of Freestyle Solo/Pairs Canadian Championship Entry is required to receive the scholarship:
  - a. Freestyle Solo Athletes (All Divisions)
    - 1<sup>st</sup> Place \$110.00
    - 2<sup>nd</sup> Place \$100.00
    - 3<sup>rd</sup> Place \$ 90.00
    - 4<sup>th</sup> Place \$ 80.00
    - 5<sup>th</sup> Place \$ 70.00
  - b. Freestyle Pair Athletes (All Divisions)
    - 1<sup>st</sup> Place \$110.00 / pair or \$55/athlete
    - 2<sup>nd</sup> Place \$100.00 / pair or \$50/athlete
    - 3<sup>rd</sup> Place \$ 90.00 / pair or \$45/athlete
    - 4<sup>th</sup> Place \$ 80.00 / pair or \$40/athlete
    - 5<sup>th</sup> Place \$ 70.00 / pair or \$35/athlete
  - c. Scholarships will be reviewed by the MBTSA Board of Directors prior to the Provincial Team Trials to establish any scholarships for placements beyond those that are listed above.
  - d. Scholarships will be paid after confirmation of Freestyle Solo/Pairs Canadian Championship entry is provided to the board.

2. The following scholarships will be awarded to Canadian Team Qualifiers:
- a. Canadian Team Trials Freestyle Athletes
    - 1<sup>st</sup> to 3<sup>rd</sup> Place \$500.00
    - 4<sup>th</sup> Place♥ \$375.00
    - 5<sup>th</sup> to 6<sup>th</sup> Place♥ \$250.00
    - 7<sup>th</sup> to 15<sup>th</sup> Place★ \$100.00
    - ♥ 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> place scholarships will only be awarded if the number of freestyle entries at the Canadian Team Trials is greater than 10
    - ★ 7<sup>th</sup> to 15<sup>th</sup> place scholarships will only be awarded if the number of freestyle entries at the Canadian Team Trials is greater than 15.
  - b. Canadian Team Trials Pairs
    - 1<sup>st</sup> Place \$500.00 / pair
    - 2<sup>nd</sup> and 3<sup>rd</sup> Place♥ \$375.00 / pair
    - 4<sup>th</sup> and 5<sup>th</sup> Place★ \$250.00 / pair
    - 6<sup>th</sup> Place★ \$100.00 / pair
    - ♥ 2<sup>nd</sup> and 3<sup>rd</sup> place scholarships will only be awarded if the number of pairs entries at the Canadian Team Trials is greater than 6.
    - ★ 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> place scholarships will only be awarded if the number of pairs entries at the Canadian Team Trials is greater than 10.
  - c. MBTSA will strive to have the scholarships cheques prepared and distributed within two weeks of the conclusion of the Canadian Team Trials.

## SECTION E. PROVINCIAL TRAINING

[back to top](#)

*NOTE: All funding is subject to the availability of funds in the designated funding budget item.*

### 1. GYM RENTALS

*FUNDING BUDGET ITEM = TRAIN TO TRAIN – PROVINCIAL GYM TRAINING*

The following gym time will be open to Manitoba residents who have current MBTSA Type A Membership, held an MBTSA Membership the previous year, and have lived in Manitoba eight months prior to the membership year:

Time Frame	Gym Time Per Week
December 1 <sup>st</sup> to Provincials	<ul style="list-style-type: none"> <li>• 2 hours per week for <u>declared</u> Level A and B Freestyle/Pairs, NATIONS Cup Solo, 2-Baton, 3-Baton, Artistic Twirl and Artistic Pairs (subject to gym availability)</li> </ul>
December 1 <sup>st</sup> to Provincials	<ul style="list-style-type: none"> <li>• 1 hour per week for all competitive athletes (subject to gym availability)</li> </ul>
After Provincials to Canadians	<ul style="list-style-type: none"> <li>• 2 hours per week for <u>Qualifying</u> Level A and B Freestyle/Pairs athletes, declared/qualifying NATIONS Cup Solo, 2-Baton, 3-Baton, Artistic Twirl and Artistic Pairs</li> <li>• 2 hours Qualifying MBTSA Team</li> </ul>
After Canadians to NATIONS Cup or World Championships	<ul style="list-style-type: none"> <li>• 2 hours per week <u>Qualifying</u> athletes and groups.</li> </ul>

\*\*Adult supervision is required by either a coach or parent at all times and is the responsibility of the individuals attending the training time. MBTSA does not provide supervision.

## 2. COMPULSORY MOVES/ SHORT PROGRAM CLASSES

*FUNDING BUDGET ITEM = TRAIN TO COMPETE – COMPULSORY/SHORT PROGRAM TRAININGSESSIONS*

Compulsory Moves and Short Program classes will be open to declared level A and B Freestyle athletes who are attending Provincial Gym Training. MBTSA will hire qualified coaches to instruct and oversee the proper execution of all required compulsory moves/shortprogram elements once per week during Provincial Gym training time.

## SECTION F. PROVINCIAL TEAM

[back to top](#)

*NOTE: All funding is subject to the availability of funds in the designated funding budget item.*

### 1. PROVINCIAL TEAM TRYOUTS

*FUNDING BUDGET ITEM = TRAIN TO TRAIN – PROVINCIAL TEAM EXPLORATION AND TRYOUTS*

1. MBTSA will hold tryouts for the Provincial Team(s). Tryouts are open to all MBTSA registered athletes residing in Manitoba ages 12 and up, who are BN or higher in Solo.
2. MBTSA will select the Head Coach from applications received by the set deadline.
3. The Head Coach will select the Assistant Coach from the applications received by the set deadline.
4. Athletes will be selected by the Head Coach and the Assistant Coach at the MBTSA tryouts
5. Every effort will be made to select a Provincial IBTF Team based on the standards set by the selection committee. However, MBTSA reserves the right to decide that no Provincial IBTF Team will be chosen.
6. Once the team is selected, a parent liaison will be named to communicate to and from the Board and Coaches to the parents of team athletes.

### 2. PROVINCIAL TEAM RULES

1. Failure to comply with the Provincial Team Rules may result in withdrawal of funding and/or ineligibility to participate in the following year's Provincial Team.
2. All level B team athletes must be taking weekly Baton Twirling lessons, either individual or group, with an MBTSA/CBTF certified coach.
3. All Level B team members must compete in an MBTSA competition during the competition year either as an individual (CBTF recognized major event(s)) or on a group basis (Dance Twirl Team) other than Provincial Team.
4. All level A Provincial Team athletes are recommended to take regular baton twirling lessons either individual or group with an MBTSA/CBTF/WBTF certified Coach.
5. Lateness will not be tolerated. Continual lateness will be dealt with by the Head Coach.
6. Athletes will be allowed to miss up to two unexcused practices. Athletes will be taken off the team if they miss a third practice. If an athlete is going to be absent for a practice, they must notify the Head Coach, Assistant Coach.
7. Appropriate attire must be worn for practice. Once MBTSA practice outfits are available, the practice outfit should be worn for all practices. Hair shall be properly secured off the face. No gum chewing is allowed. Failure to comply will be dealt with by the Head Coach.
8. Costume design will be at the discretion and decision of the Head Coach.
9. Any questions or concern regarding the Provincial Team must be referred to the Head Coach.
10. A special commitment is required of the successful athletes. There is a great deal of hard work, time and training planned. In order for this to be successful, there must be co-operation from all Provincial Team Members.
11. If an athlete is unable to perform the routine as choreographed, it is the right of the Head Coach to

decide whether or not that athlete will be allowed to perform the routine in competition.

### 3. PROVINCIAL TEAM COSTS

#### *FUNDING BUDGET ITEM = TRAIN TO COMPETE – PROVINCIAL TEAM TRAINING*

1. MBTSA provides budget to partially fund the Provincial Team; the balance would be the responsibility of the Provincial Team member.
2. MBTSA, in conjunction with the Head Coach, will prepare an annual budget for team training costs and will manage the collection of team dues and payment of expenses.
3. The Team budget will include coaching fees, gym rentals, competition entry fees to local competitions and Canadians, costumes, and coaches travel costs to Canadians.
4. The individual cost for coaching fees and gym rentals will depend on the number of athletes.
5. Any additional competitions (team trials, qualifier, International competitions, or other out of town competitions) are not included in the above budget and would be additional cost.
6. Fundraising is encouraged and will follow rules under 2.0 Provincial Team Contingent, or 3.0 NATIONS Cup Entrants. Fundraising shall include all Contingent Members and will be approved by MBTSA through the Team Parent Liaison.
7. Team dues will be collected monthly (October to June inclusive).
8. Failure to comply within 90 days may result in suspension of participation in future MBTSA sanctioned events

### 4. DUTIES AND RESPONSIBILITIES OF HEAD COACH

1. Preparation of the Provincial Team for competition at the Manitoba Provincials and the Canadian Championships or Team Trials. This includes working in conjunction with an Assistant Coach in the instruction of the routine and coaching weekly practices.
2. Submission of written reports to the Manitoba Board of Directors twice per year.
3. Design of costume.
4. Responsible for (in conjunction with the Provincial Chairperson, Assistant Coach, and Team Manager) team preparation, practices, and meetings for the Manitoba Team Contingent at the Canadian Team Trials (if applicable).
5. Selection of an Assistant Coach from applications received.
6. Attendance at Manitoba Awards Banquet.
7. Attendance at Canadian Team Trials (if applicable).
8. Working in conjunction with the Publicity Representative and the Manitoba Board of Directors in arranging performances for the Provincial Team.

### 5. COACHING RATE - HEAD COACH

Refer to New Coaching rates for Local Manitoba Coaches – Financial section J

### 6. DUTIES AND RESPONSIBILITIES OF ASSISTANT COACH

1. To work in conjunction with and under the direction of the Head Coach to prepare the Provincial Team for competition.
2. In the temporary absence of the Head Coach, the Assistant Coach will be responsible for the duties of the Head Coach and will be compensated at the rate of the Head Coach.

### 7. COACHING RATE - ASSISTANT COACH

Refer to New Coaching rates for Local Manitoba Coaches – Financial section J

## 8. SALARY FOR CHOREOGRAPHER

1. Up to 15 hours of choreographing will be allowed at a rate of up to \$40.00 per hour.

## 9. DUTIES AND RESPONSIBILITIES OF CHOREOGRAPHER

1. To work in conjunction with and under the direction of the Head Coach/Assistant Coach to choreograph the Provincial Team routine.

## 10. TRANS CANADA TEAM

1. If MBTSA **does not** have a sponsored Provincial team/group available at their current level for Manitoba athletes to participate in, **and**

An athlete is given the opportunity to participate in a CBTF Sanctioned Trans Canada team/group outside of Manitoba,

MBTSA will provide funding up to \$200 per athlete towards out-of-province training costs.

2. Athletes will be required to submit a written request for this funding, and receipts will be required

## SECTION G. COMPULSORY MOVES/SHORT PROGRAM ELEMENTS COACH

[back to top](#)

### 1. APPLICATION

1. Coaches interested in the position of Level A or Level B Compulsory Moves Coach/Short Program Elements Coach, will apply in writing to the MBTSA Board of Directors by October 31<sup>st</sup> each year.
2. If there are no applications, the coaches of the Freestyle athletes will be assigned a rotation to instruct the weekly classes.

### 2. DUTIES AND RESPONSIBILITIES

1. To coach all freestyle athletes attending the scheduled compulsory moves/short program elements class (once per week).
2. To instruct and oversee the proper execution of all required compulsory moves/short program elements.
3. To submit a report to the Board of Directors once every two months.

### 3. COACHING RATE – COMPULSORY MOVES/SHORT PROGRAM ELEMENTS

Refer to New Coaching rates for Local Manitoba Coaches – Financial section J

## SECTION H. SPORT PROGRAM FUNDING

[back to top](#)

1. Funds received from sport program funding are allocated into the general MBTSA budget. The budget is developed yearly and funds are allocated to programs.
2. This was previously Bingo funding from Manitoba Lotteries. Volunteers are no longer required to work bingos.

## SECTION I. OUT OF PROVINCE HIRED COACH

[back to top](#)

1. An out-of-town coach brought in for any MBTSA Seminar, Clinic, etc. may be hired (depending on availability of time) by any individual athlete/coach/club if a portion of the expenses are paid to MBTSA by the individual athlete/coach/club on a case-by-case cost share basis.
2. It is the responsibility of the athlete/coach/club to notify MBTSA of their intention in writing to use the out-of-town coach.

## SECTION J. FINANCIAL POLICY

[back to top](#)

**“Organization” refers to: Manitoba Baton Twirling Sportive Association (MBTSA)**

### Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Representative”* – Individuals employed by, or engaged in activities on behalf of, the Organization including: coaches, convenors, officials, staff members, contract personnel, volunteers, managers, administrators, committee members, and directors and officers of the Organization

### Purpose

2. The Organization will function as a Not-For-Profit organization and all fundraising, fees, sponsorship, and grants will be used for the on-going development of the sport.
3. The purpose of this Policy is to guide the financial management practices of the Organization.

### Budget and Reports

4. The Organization’s Board will develop and approve an annual budget which will contain the Organization’s total anticipated expenditures and revenues.
5. The Treasurer (or designate) will, at each meeting of the Board or at minimum quarterly, present an interim comparative financial statement (which includes actuals for revenues and expenditures compared to budget) and a balance sheet to the Board for approval.
6. The Treasurer (or designate) will, at the Annual Meeting, present Financial Statements as required by applicable legislation and any other report as determined by the Board.
7. The financial statements of the Organization will be audited by an auditor appointed by the Board, if required by the *Manitoba Corporations Act*.
8. The Organization will file a T2 Corporation Income Tax Return each fiscal year.

### Fiscal Year

9. The Organization’s fiscal year will be as described in the Bylaws.

### Banking - Revenue

10. Membership, Competitions and other fees shall be reviewed annually by the Treasurer (or designate) who will make recommendations to the Board; which shall approve fees for each year well in advance of the start of the registration year.

11. All money received by the Organization will be placed into a general fund and will be used for all necessary and permitted purposes for the operation of the Organization, as determined by the Organization's Board.
12. All money received by the Organization will be deposited, in the name of the Organization, with a reputable financial institution.

#### **Bank Reconciliation**

13. The Bank Statements will be reconciled to the general ledger on a monthly basis. On a quarterly basis, the Treasurer or other members of the Finance Committee will review and initial a copy of the Bank Reconciliation to indicate their review and approval.

#### **Signing Officers**

14. All contracts, documents, or any other instruments in writing requiring the signature of the Association shall be signed by at least two of the following:
  - a) Provincial Chairperson
  - b) Treasurer
  - c) A Director appointed by the Board as a signing authority
15. Any contracts, documents or any other instruments in writing which have been approved in the Organization's budget that are under \$10,000 are not subject to this section and may be executed by the Treasurer or any individual delegated such signing authority by the Board.
16. All cheques under \$10,000 require signatures from two (2) of the following:
  - a) Provincial Chairperson
  - b) Treasurer
  - c) A Director appointed by the Board as a signing authority
17. All cheques of \$10,000 or above require signatures from two (2) of the following:
  - a) Provincial Chairperson
  - b) Two Directors appointed by the Board as signing authorities
18. All cheques payable to any signing authority will not be signed by that signing authority.

#### **Electronic Banking**

19. Internet banking has become a very common banking practice that provides several distinct advantages, the Association will ensure internal controls related to online banking are in place to ensure all internet banking transactions are consistent and comply with the Associations financial procedures (such as the type of allowable uses for online banking transaction, number of signers). No one person should handle all of the transaction; the proper segregation of duties at all times must be followed. Authorized users need to consider the safe, secure and confidential storage of information and data, including the storage of PIN's and security tokens where applicable. Proper retention of all supporting materials and print outs transactions receipts must be maintained.

#### **Expenses**

20. Requests for purchases require the following:
  - a) All purchases must be approved by the Treasurer (or designate)
  - b) Purchases over \$5,000 also require the approval of the Organization's Board
21. All expenses will be supported with receipts and must be detailed to budget items, projects, or functions by the Organization's Treasurer.

22. Approved expenses are to be claimed and reported no later than thirty (30) days following the date of the expense. Expenses submitted beyond the thirty (30) day reporting requirement will be paid only upon the Board's approval.
23. Any expenditure not approved within the annual budget will be approved by the Board prior to any such expenditure. Without the Board's approval, the expenditure will not be paid by the Organization unless determined otherwise by the Board.

**Accounts**

24. Accounts receivable terms are net ninety (90) days from the date of invoice.
25. Accounts payable will be paid within the terms of the supplier invoice. Where no terms are specified, accounts will be paid within thirty (30) days.

**Credit Card**

26. With the approval of the Board, the Organization may acquire credit cards for the use of staff members who are required to make purchases on a regular basis for travel, accommodation, and other expenses related to their duties on behalf of the Organization. The Board will determine who receives credit cards and what the credit card limits will be.
27. Credit card holders will be responsible for all charges made on credit cards issued in their name.
28. Credit cards must only be used for authorized payments that include:
  - a) Payment of actual and reasonable expenses incurred on authorized Organization business, including travel and accommodation, where it is not feasible for these costs to have been paid in advance of the expense being incurred or for the costs to be invoiced to the Organization
  - b) Purchase of goods or budgeted items
29. For the purposes of this Policy, expenses included in an annual Organization budget as approved by the Board are considered to be authorized. Expenses that fall outside the approved budget must be approved before being charged to an Organization credit card.
30. Credit cards are not to be used for any personal expenses and may not be used for meal purchases except with prior authorization.
31. All expenses charged to a credit card should be supported by a credit card receipt issued by the merchant or a detailed supplier invoice to confirm that the expenses are properly incurred on Organization business.
32. Under no circumstances are cash advances to be drawn on Organization credit cards.
33. In addition, the following individuals have credit card responsibilities:
  1. Cardholders must:
    - i. not allow another person to use the card
    - ii. protect the pin number of the card
    - iii. only purchase within the credit limit of the card
    - iv. notify the credit card company if the card is lost or stolen
    - v. keep the card with them at all times, or in a secure location
    - vi. forward to the Organization's Treasurer, on a monthly basis, all receipts for expenses charged to the card in the previous month
    - vii. surrender the credit card upon the cardholder ceasing to perform the role for which the card was issued
  2. The Organization's Treasurer must:
    - i. ensure that each credit card issued to an individual is paid in full on a monthly basis

- ii. review and reconcile each credit card statement on a monthly basis
- iii. bring to the attention of the Board any credit card expense which does not appear to be authorized under this policy
- iv. recover from the cardholder any funds owing for unauthorized expenses

**Expense Claims**

34. Representatives may submit expense claims to the Treasurer (or designate) for personal expenses incurred in performing their duties for the Organization. Generally, only expenses pre-approved by the Organization’s Treasurer (or designate) will be reimbursed - and only within three months of the incurred expense. Expense claims must include:
- a) The exact amount each separate expense
  - b) The date on which the expense occurred
  - c) The place and location of the expense
  - d) The purpose of the expense
  - e) A receipt for the expense
35. Organization Representatives may submit expense claims to the Organization’s Treasurer (or designate) for travel and/or accommodation expenses for conferences, tournaments, provincial meetings, or national meetings; provided the expected expense reimbursement amount is pre-approved by the Organization Treasurer (or designate), or within the Funding for Travel Policy.
36. Generally, no cash advances will be provided. If there is a need for a cash advance, a request must be made to the Treasurer for approval of the advance.
37. Expenses will be reimbursed in amounts outlined in the following table and will follow the CBTF current approved rates (updated January 2023):

<b>Expense</b>	<b>Rate</b>	<b>Notes</b>
Travel – Personal Vehicle Mileage Rate	\$0.46 per kilometre	
Travel – Air	Lowest economy	Prior approval required
Breakfast	\$15.00	Receipts not required
Lunch	\$15.00	Receipts not required
Dinner	\$25.00	Receipts not required
Full Day	\$55.00	Receipts not required
Accommodation	Double occupancy	All personnel unless specified
Accommodation	Single occupancy	Only the Provincial Chairperson
Accommodation with Friends or Family	\$40.00 / day	Receipts not required
Incidental expenses, as per travel policy	Actual cost	Receipt required

38. The Organization will not reimburse for costs above the specified rates without prior approval of the Treasurer. Where costs above the specified rates are approved, receipts must be provided.

**Travel and Accommodation Expenses**

39. Air travel is to be booked through the Organization whenever possible. Air travel including fares and itineraries is to be approved in advance by the Treasurer. In no circumstance will fares above the economy fare be reimbursed. Car travel will be reimbursed at the mileage rate specified in this Policy and will not exceed cost of

available economy airfare. Car rentals will be reimbursed where authorized. Reimbursement will be for compact size cars through an authorized agency at the most economical rate possible. Individuals are expected to travel as foot-passengers where possible. Advance booking fees will be reimbursed where required by the nature and purpose of the travel. For car rentals, it is the responsibility of the renter to ensure that adequate Collision, Comprehensive and Third Party Liability Insurance properly covers the vehicle. Whether insurance is purchased through the rental agency, MPI, or by way of credit card, the renter must ensure that the type of vehicle rented and/or its intent use does not conflict with the rental company or credit card provided insurance guidelines.

40. Whenever possible, the Representatives who are attending the same event should travel together and stay with friends or event organizers where possible. However, only the driver may submit car-related expenses
41. Accommodation will be reimbursed based on single occupancy for the Organization's Provincial Chairperson. All other accommodation will be reimbursed based on double occupancy. Reimbursement for accommodation will be limited to reasonable amounts in the particular circumstances with consideration given for proximity to business events and for location of events. Hotel receipts will be required for reimbursement, as a charge card slip does not provide sufficient information.
42. The Organization will not provide reimbursement for parking tickets, speeding tickets or fines for any other violations.
43. A Representative attending an event where meals are not provided may request a per-diem allowance before attending the event. Per-diem rates are listed in the above table and do not require receipts. Individuals will not be reimbursed where meals are provided as part of an event or where meals are included in the accommodation rate.

#### **Other Expenses**

44. Actual and reasonable expenses for items such as parking, telephones and copying may be reimbursed. Receipts must be provided for all such expenses.

#### **Signing Authority – Other Documents**

45. In the absence of any resolution to the contrary passed by the Board, the deeds, contracts, securities, bonds and other document(s) requiring the signature of two signing officers. The Board may authorize other persons to sign on behalf of the Organization.
46. Copies of all deeds, contracts, securities, bonds and other document(s) requiring the signature of the Organization will be made available for review by the Board if requested.

#### **NSF Charges**

47. The Organization will charge a twenty-five dollar (\$25.00) charge on NSF Cheques. The penalty will be waived if the cheque was returned in error from the Bank (written confirmation required). Waiver of penalty for reasons other than bank error shall be considered on a case-by-case basis. An individual who has a repeat occurrence of a returned cheque will not be allowed to pay with a cheque in the future. Accepted methods of payment will be cash, certified cheque or money order.

#### **Replacement Cheques**

48. Lost or missing cheques will not be re-issued until after the next applicable month end reconciliation has taken place.
49. Cheques that need to be replaced due to loss will be assessed a fee equivalent to our financial institution's Stop Payment fee.

50. Lost or missing cheques that have not been claimed by the Organization's year end will not be reissued.

**Membership Fee Reimbursement for Board of Directors**

- 51. All Manitoba Baton Twirling Sportive Association board members must hold a minimum membership type D - full member. MBTSA will cover the cost of this membership fee for volunteer board members, providing they complete their duties for the year.
- 52. All board members will pay their membership fee at the beginning of the season and will be reimbursed the value of a type D membership at the end of the season providing they still hold a position on the board. This means, in the case of Technical members and Competitive Athlete members where their membership fee is greater than a type D, they will only be reimbursed for the value of the type D membership. Reimbursement will be in the form of a cheque to the member prior to the end of the fiscal year.

Example – (using 2024 membership fees)

Type D membership is \$40.

Board members not holding a higher membership type will pay the \$40 fee up front and will be reimbursed \$40 at the end of the season.

Type T1 - Technical membership is \$75

Board members holding this membership type will pay the \$75 fee up front and will be reimbursed \$40 at the end of the season.

Type A – Competitive Athlete \$45 (would apply to the Athletes rep)

Board members holding this membership type will pay the \$45 fee up front and will be reimbursed \$40 at the end of the season.

**Coaching Rates for Local Manitoba Coaches**

- 53. MBTSA will use the following scale to reimburse local CBTF certified coaches hired for MBTSA programs and events.
  - Competition Level 3 CBTF Certification - \$25/hour
  - Competition Level 2 CBTF Certification - \$20/hour
  - Competition Level 1 CBTF Certification - \$16/hour

**Equity/Operating Reserve**

- 54. The target for the minimum operating reserve fund or minimum equity level is 6 months of the Association's average operating costs. The calculation of average monthly operating costs includes all ongoing committed expenses, for example salaries & benefits, rent, storage, office admin costs like phones, internet, and set programming costs. The amount of the equity / operating reserve will be reviewed annually after the fiscal budget is approved.

## SECTION K. BADGE TESTING

[back to top](#)

*NOTE: All funding is subject to availability of funds in the designated funding budget item.*

*FUNDING BUDGET ITEM =*

*FUNDAMENTALS AND LEARN TO TRAIN – SDP WHITE TO ORANGE AND RED TO DIAMOND PIN*

- 1. MBTSA will pay a Badge Adjudicator at all MBTSA organized badge testing the current hourly rate, as

determined by CBTF.

2. MBTSA will fund 100% of the cost of Active Start White and Red ribbons, 50% of the cost of the yellow and orange badges. All other badge costs are covered entirely by the athlete.
3. MBTSA will pay a Badge Instructor at all MBTSA organized badge workshops according to the Coaching Rates for Local Manitoba Coaches rate scale in Financial Section J.

## SECTION L. COMPETITIONS

[back to top](#)

### 1. UNICITY & PROVINCIAL HIGH POINT AWARDS

1. Points will be based on results in Medley, Solo Twirl, Solo Dance Twirl, 2-Baton, and 3-Baton for open events only. In the case where only a Level C Open is held, points from Level BN, BI, BA and A Winner/Championship events will be included (i.e. Provincials). Divisions are Primary (4-8), Juvenile (9-11), Junior (12-14), Senior (15-17) and Collegiate (18+).
2. Points will be assigned as follows:
  - 1<sup>st</sup> place – 10 points
  - 2<sup>nd</sup> place – 8 points
  - 3<sup>rd</sup> place – 6 points
  - 4<sup>th</sup> place – 4 points
  - entered event, but did not place – 2 points
3. Ties will not be broken.

### 2. MBTSA GRAND AGGREGATE AWARDS

1. Points will be based on results in Medley, Solo Twirl, Solo Dance Twirl, 2-Baton, and 3-Baton for open, winner, and championship events for all Sanctioned Type A and Type B competitions within Manitoba. Divisions are Primary (4-8), Juvenile (9-11), Junior (12-14), Senior (15-17) and Collegiate (18+).
2. Points will be assigned as follows:
  - 1<sup>st</sup> place – 10 points
  - 2<sup>nd</sup> place – 8 points
  - 3<sup>rd</sup> place – 6 points
  - 4<sup>th</sup> place – 4 points
  - entered event, but did not place – 2 points
3. Ties will not be broken.

### 3. REFUNDS

1. Refunds on competition entries will be made with submission of medical certificate to the competition director, and upon approval by the Board of Directors. Once an athlete has taken the floor for an event, no refund will be provided for that event. Team trial events are considered as a combined event (i.e. once an athlete has taken the floor for the compulsory or short program portion of the team trials, they have competed in the team trial event).

## SECTION M. CONFLICT OF INTEREST POLICY

[back to top](#)

“Organization” refers to: **Manitoba Baton Twirling Sportive Association (MBTSA)**

### Definitions

1. The following terms have these meanings in this Policy:

- a) *“Conflict of Interest”* – Any situation in which a Representative’s decision-making, which should always be in the best interests of the Organization, is influenced or could be influenced by personal, family, financial, business, or other private interests
- b) *“Pecuniary Interest”* - An interest that an individual may have in a matter because of the reasonable likelihood or expectation of financial gain or loss for that individual, or another person with whom that individual is associated
- c) *“Non-Pecuniary Interest”* - An interest that an individual may have in a matter which may involve family relationships, friendships, volunteer positions or other interests that do not involve the potential for financial gain or loss
- d) *“Representatives”* – Individuals employed by, or engaged in activities on behalf of, the Organization including: coaches, staff members, convenors, contract personnel, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization

### **Background**

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

### **Purpose**

3. The Organization strives to reduce and eliminate nearly all instances of conflict of interest at the Organization – by being aware, prudent, and forthcoming about the potential conflicts. This Policy describes how Representatives will conduct themselves in matters relating to conflict of interest, and will clarify how Representatives shall make decisions in situations where conflict of interest may exist.
4. This Policy applies to all Representatives.

### **Obligations**

5. Any real or perceived conflict of interest, whether pecuniary or non-pecuniary, between a Representative’s personal interest and the interests of the Organization, shall always be resolved in favour of the Organization.
6. Representatives will not:
  - a) Engage in any business or transaction, or have a financial or other personal interest, that is incompatible with their official duties with the Organization, unless such business, transaction, or other interest is properly disclosed to the Organization and approved by the Organization
  - b) Knowingly place themselves in a position where they are under obligation to any person who might benefit from special consideration or who might seek preferential treatment
  - c) In the performance of their official duties, give preferential treatment to family members, friends, colleagues, or organizations in which their family members, friends, or colleagues have an interest, financial or otherwise
  - d) Derive personal benefit from information that they have acquired during the course of fulfilling their official duties with the Organization, if such information is confidential or not generally available to the public
  - e) Engage in any outside work, activity, or business or professional undertaking that conflicts or appears to conflict with their official duties as a representative of the Organization, or in which they have an advantage or appear to have an advantage on the basis of their association with the Organization
  - f) Without the permission of the Organization, use the Organization’s property, equipment, supplies, or services for activities not associated with the performance of their official duties with the Organization
  - g) Place themselves in positions where they could, by virtue of being an Organization Representative, influence decisions or contracts from which they could derive any direct or indirect benefit

- h) Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, any special consideration granted by virtue of being an Organization Representative

**Disclosure of Conflict of Interest**

- 7. On an annual basis, all the Organization’s Directors and candidates for election to the Board, Directors, Officers, Employees, and Committee Members will complete a **Conflict of Interest Declaration Form** disclosing any real or perceived conflicts that they might have. Declaration Forms shall be retained by the Organization.
- 8. Representatives shall disclose real or perceived conflicts of interest to the Organization’s Board immediately upon becoming aware that a conflict of interest may exist.
- 9. Representatives shall also disclose any and all affiliations with any and all other organizations involved with the same sport. These affiliations include any of the following roles: athlete, coach, manager, official, employee, volunteer, or Director.

**Minimizing Conflicts of Interest in Decision-Making**

- 10. Decisions or transactions that involve a conflict of interest that has been proactively disclosed by an Organization Representative will be considered and decided with the following additional provisions:
  - a) The nature and extent of the Representative’s interest has been fully disclosed to the body that is considering or making the decision, and this disclosure is recorded or noted
  - b) The Representative does not participate in discussion on the matter
  - c) The Representative abstains from voting on the decision
  - d) For board-level decisions, the Representative does not count toward quorum
  - e) The decision is confirmed to be in the best interests of the Organization
- 11. For potential conflicts of interest involving employees, the Organization’s Board will determine whether there is there a conflict and, if one exists, the employee will resolve the conflict by ceasing the activity giving rise to the conflict. The Organization will not restrict employees from accepting other employment contracts or volunteer appointments provided these activities do not diminish the employee’s ability to perform the work described in the employee’s job agreement with the Organization or give rise to a conflict of interest.

**Conflict of Interest Complaints**

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

**Enforcement**

16. **Failure to adhere to this Policy may permit discipline in accordance with the Organization's *Discipline and Complaints Policy*.**

## SECTION N. DISPUTE RESOLUTION POLICY

[back to top](#)

### 1. PREAMBLE

1. MBTSA supports the principles of Alternative Dispute Resolution (ADR) and is committed to the techniques of negotiation, facilitation, mediation and arbitration as effective ways to resolve disputes with and among members, and to avoid the uncertainty, costs and other negative effects associated with litigation.

### 2. SCOPE

1. This policy applies to disputes with and among members, where the term "Member" refers to all categories of members within MBTSA, as well as to all individuals engaged in activities with or employed by MBTSA, including but not limited to: athletes, coaches, officials, volunteers, directors, officers, team managers, team captains, medical and paramedical personnel, administrators and employees (including contract personnel).
2. This policy does not apply to disputes relating to
  - a. Matters of employment;
  - b. Infractions for doping offences, which are dealt with pursuant to the *Canadian Policy on Doping in Sport* and the *Canadian Doping Control Regulations*;
  - c. The rules of Baton Twirling, which may not be appealed; and
  - d. Discipline matters arising during events organized by entities other than MBTSA, which are dealt with pursuant to the policies of these other entities.

### 3. NEGOTIATION

1. MBTSA encourages all Members to communicate openly and to collaborate in using problem-solving and negotiation techniques to resolve their differences. In almost all cases a negotiated settlement is preferable to any outcome achieved through other dispute resolution techniques, and negotiated resolutions to disputes with and among Members are strongly encouraged.

### 4. FACILITATION AND MEDIATION

1. Opportunities for facilitation and mediation may be pursued at any point in a dispute within MBTSA where it is appropriate and where the disputing parties agree that such a course of action would be mutually beneficial.
2. Where mediation is pursued, it will be done so in accordance with standard mediation practice using trained mediators who are acceptable to the parties.

### 5. APPEALS

1. Appeals within MBTSA will be dealt with under the MBTSA Appeal Policy.

### 6. ARBITRATION

1. In the event that a dispute persists after internal avenues of decision-making, negotiation, facilitation, mediation and/or appeals have been exhausted, opportunities for independent arbitration may be pursued by the parties.
2. Where such independent arbitration is pursued, it will be done so in accordance with standard arbitration practice using trained arbitrators who are acceptable to the parties
3. The parties involved in a dispute may also mutually agree to bypass internal avenues of dispute

- resolution and may directly pursue opportunities for independent arbitration.
4. Where a dispute is referred to arbitration, all parties to the original dispute will become parties to the arbitration.
  5. The parties to arbitration will enter into a written Arbitration Agreement that will specify that the decision of the arbitrator will be final and binding upon the parties and not subject to any further review by any court or any other body.

## 7. NO LEGAL ACTION

1. No action, application for judicial review or other legal proceeding will be commenced against MBTSA respecting a dispute, unless the remedies afforded by this policy have been exhausted

## SECTION O. APPEAL POLICY

[back to top](#)

“Organization” refers to: Manitoba Baton Twirling Sportive Association (MBTSA)

### Definitions

1. The following terms have these meanings in this Policy:
  - a) “*Appellant*” – The Party appealing a decision
  - b) “*Respondent*” – The body whose decision is being appealed
  - c) “*Parties*” – The Appellant, Respondent, and any other Individuals affected by the appeal
  - d) “*Days*” – Days irrespective of weekend and holidays
  - e) “*Individuals*” – All categories of membership defined in the Organization’s Bylaws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, Directors and Officers of the Organization, spectators at events, and parents/guardians of athletes

### Purpose

2. The Organization is committed to providing an environment in which all Individuals involved with the Organization are treated with respect and fairness. The Organization provides Individuals with this *Appeal Policy* to enable fair, affordable, and expedient appeals of certain decisions made by the Organization. Further, some decisions made by the process outlined in the Organization’s *Discipline and Complaints Policy* may be appealed under this Policy.

### Scope and Application of this Policy

3. This Policy applies to all Individuals. Any Individual who is directly affected by a the Organization decision shall have the right to appeal that decision; provided there are sufficient grounds for the appeal under the ‘Grounds for Appeal’ section of this Policy.
4. This Policy **will apply** to decisions relating to:
  - a) Eligibility
  - b) Selection
  - c) Conflict of Interest
  - d) Discipline
  - e) Membership
  - f) Athlete Assistance Program (AAP) carding nominations
5. This Policy **will not apply** to decisions relating to:
  - a) Employment
  - b) Infractions for doping offenses
  - c) The rules of the sport
  - d) Selection criteria, quotas, policies, and procedures established by entities other than the Organization
  - e) Substance, content and establishment of team selection criteria

- f) Volunteer/coach appointments and the withdrawal or termination of those appointments
- g) Budgeting and budget implementation
- h) The Organization's operational structure and committee appointments
- i) Decisions or discipline arising within the business, activities, or events organized by entities other than the Organization (appeals of these decisions shall be dealt with pursuant to the policies of those other entities unless requested and accepted by the Organization at its sole discretion)
- j) Commercial matters for which another appeals process exists under a contract or applicable law
- k) Decisions made under this Policy

#### **Timing & Notice of Appeal**

6. Individuals who wish to appeal a decision have seven (7) days from the date on which they received notice of the decision to submit, in writing to the Organization, the following:
  - a) Notice of the intention to appeal
  - b) Contact information and status of the appellant
  - c) Name of the respondent and any affected parties, when known to the Appellant
  - d) Date the appellant was advised of the decision being appealed
  - e) A copy of the decision being appealed, or description of decision if written document is not available
  - f) Grounds for the appeal
  - g) Detailed reasons for the appeal
  - h) All evidence that supports these grounds
  - i) Requested remedy or remedies
  - j) An administration fee of one hundred dollars (\$100)
7. An Individual who wishes to initiate an appeal beyond the seven (7) day period must provide a written request stating the reasons for an exemption. The decision to allow, or not allow, an appeal outside of the seven (7) day period will be at the sole discretion of the Case Manager and may not be appealed.

#### **Grounds for Appeal**

8. A decision cannot be appealed on its merits alone. An appeal may only be heard if there are sufficient grounds for appeal. Sufficient grounds include the Respondent:
  - a) Made a decision that it did not have the authority or jurisdiction (as set out in the Respondent's governing documents) to make
  - b) Failed to follow its own procedures (as set out in the Respondent's governing documents)
  - c) Made a decision that was influenced by bias (where bias is defined as a lack of neutrality to such an extent that the decision-maker appears not to have considered other views)
  - d) Failed to consider relevant information or took into account irrelevant information in making the decision
  - e) Made a decision that was grossly unreasonable
9. The Appellant must demonstrate, on a balance of probabilities, that the Respondent has made a procedural error as described in the 'Grounds for Appeal' section of this Policy and that this error had, or may reasonably have had, a material effect on the decision or decision-maker.

#### **Screening of Appeal**

10. Upon receiving the notice of the appeal, the fee, and all other information (outlined in the 'Timing of Appeal' section of this Policy), the Organization and the Appellant may first determine the appeal to be heard under the Organization's *Dispute Resolution Policy*.
11. Appeals resolved by mediation under the Organization's *Dispute Resolution Policy* will cause the administration fee to be refunded to the Appellant.
12. Should the appeal not be resolved by using the *Dispute Resolution Policy*, the Organization will appoint an independent Case Manager who has the following responsibilities:

- a) Determine if the appeal falls under the scope of this Policy
  - b) Determine if the appeal was submitted in a timely manner
  - c) Decide whether there are sufficient grounds for the appeal
13. If the appeal is denied on the basis of insufficient ground, because it was not submitted in a timely manner, or because it did not fall under the scope of this Policy, the Appellant will be notified, in writing, of the reasons for this decision. This decision may not be appealed.
14. If the Case Manager is satisfied there are sufficient grounds for an appeal, the Case Manager will appoint an Appeals Panel which shall consist of a single Adjudicator, to hear the appeal. In extraordinary circumstances, and at the discretion of the Case Manager, a Panel of three persons may be appointed to hear the appeal. In this event, the Case Manager will appoint one of the Panel's members to serve as the Chair.

#### **Procedure for Appeal Hearing**

15. The Case Manager shall notify the Parties that the appeal will be heard. The Case Manager shall then decide the format under which the appeal will be heard. This decision is at the sole discretion of the Case Manager and may not be appealed.
16. If a Party chooses not to participate in the hearing, the hearing will proceed in any event.
17. The format of the hearing may involve an oral in-person hearing, an oral hearing by telephone or other electronic means, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Panel deem appropriate in the circumstances, provided that:
- a) The hearing will be held within a timeline determined by the Case Manager
  - b) The Parties will be given reasonable notice of the day, time and place of the hearing
  - c) Copies of any written documents which the parties wish to have the Panel consider will be provided to all Parties in advance of the hearing
  - d) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
  - e) The Panel may request that any other individual participate and give evidence at the hearing
  - f) The Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the appeal, but may exclude such evidence that is unduly repetitious and shall place such weight on the evidence as it deems appropriate
  - g) If a decision in the appeal may affect another party to the extent that the other party would have recourse to an appeal in its own right under this Policy, that party will become a party to the appeal in question and will be bound by its outcome
  - h) The decision to uphold or reject the appeal will be by a majority vote of Panel members
18. **In fulfilling its duties, the Panel may obtain independent advice.**

#### **Appeal Decision**

19. The Panel shall issue its decision, in writing and with reasons, within fourteen (14) days after the hearing's conclusion. In making its decision, the Panel will have no greater authority than that of the original decision-maker. The Panel may decide to:
- a) Reject the appeal and confirm the decision being appealed
  - b) Uphold the appeal and refer the matter back to the initial decision-maker for a new decision
  - c) Uphold the appeal and vary the decision
20. The Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and the Organization. In extraordinary circumstances, the Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued thereafter. The decision will be considered a matter of public record unless decided otherwise by the Panel.

#### **Timelines**

21. If the circumstances of the appeal are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the appeal, the Case Manager and/or Panel may direct that these timelines be revised.

#### **Confidentiality**

22. The appeals process is confidential and involves only the Parties, the Case Manager, the Panel, and any independent advisors to the Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information to any person not involved in the proceedings.

#### **Final and Binding**

23. The decision of the Panel will be binding on the Parties and on all the Organization's Individuals; subject to the right of any Party to seek a review of the Panel's decision pursuant to the rules of the Sport Dispute Resolution Centre of Canada (SDRCC).
24. No action or legal proceeding will be commenced against the Organization or Individuals in respect of a dispute, unless the Organization has refused or failed to provide or abide by the dispute resolution process and/or appeal process as set out in the Organization's governing documents.

## **SECTION P. PRIVACY POLICY**

[back to top](#)

### **"Organization" refers to: Manitoba Baton Twirling Sportive Association (MBTSA)**

*For not-for-profit organizations in Manitoba, the privacy of personal information is governed by the Personal Information Protection and Electronic Documents Act (PIPEDA). This Policy is based on the standards required by PIPEDA as interpreted by the Organization*

#### **Definitions**

1. The following terms have these meanings in this Policy:
  - a. *"Commercial Activity"* – any particular transaction, act or conduct that is of a commercial character.
  - b. *"Participants"* – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
  - c. *"Personal Information"* – any information about an individual that relates to the person's personal characteristics including, but not limited to: gender, age, income, home address, home phone number, ethnic background, family status, health history, and health conditions
  - d. *"Stakeholder"* – Individuals employed by, or engaged in activities on behalf of, the Organization including: coaches, staff members, contract personnel, volunteers, managers, administrators, committee members, and directors and officers of the Organization

#### **Purpose**

2. The Organization recognizes Participants' right to privacy with respect to their Personal Information. This Policy describes the way that the Organization collects, uses, safeguards, discloses, and disposes of Personal Information.

#### **Application of this Policy**

3. This Policy applies to all Stakeholders and Participants in connection with personal information that is collected, used or disclosed during Organization activity.
4. Except as provided in PIPEDA, the Organization's Board of Directors will have the authority to interpret any provision of this Policy that is contradictory, ambiguous, or unclear.

#### **Obligations**

5. The Organization is obligated to follow and abide by PIPEDA in all matters involving the collection, use, and disclosure of Personal Information.
6. In addition to fulfilling the legal obligations required by PIPEDA, the Organization's Stakeholders will not:
  - a. Publish, communicate, divulge, or disclose to any unauthorized person, firm, corporation, or third party any Personal Information without the express written consent of the Participant

- b. Knowingly place themselves in a position where they are under obligation to any organization to disclose Personal Information
- c. In the performance of their official duties, disclose Personal Information to family members, friends, colleagues, or organizations in which their family members, friends, or colleagues have an interest
- d. Derive personal benefit from Personal Information that they have acquired during the course of fulfilling their duties with the Organization
- e. Accept any gift or favour that could be construed as being given in anticipation of, or in recognition for, the disclosure of Personal Information

#### **Accountability**

7. The Privacy Officer (the MBTSA Membership Registrar) is responsible for the implementation of this policy and monitoring information collection and data security, and ensuring that all staff receives appropriate training on privacy issues and their responsibilities. The Privacy Officer also handles personal information access requests and complaints. The Privacy Officer may be contacted at the following address: [mbtsamembership@gmail.com](mailto:mbtsamembership@gmail.com)
8. Duties - The Privacy Officer will:
  - a. Implement procedures to protect personal information
  - b. Establish procedures to receive and respond to complaints and inquiries
  - c. Record all persons having access to personal information
  - d. Ensure any third party providers abide by this Policy
  - e. Train and communicate to staff information about the Organization's privacy policies and practices.

#### **Identifying Purposes**

9. The Organization may collect Personal Information from Participants, members, coaches, officials, managers, and volunteers and prospective Participants for purposes that include, but are not limited to:

##### *Communications*

- a. Sending communications in the form of e-news or a newsletter with content related to the Organization's programs, events, fundraising, activities, discipline, appeals, and other pertinent information
- b. Publishing articles, media relations and postings on the Organization's website, displays or posters
- c. Award nominations, biographies, and media relations
- d. Communication within and between Stakeholders and Participants
- e. Discipline results and long term suspension list
- f. Checking residency status

##### *Registration, Database Entry and Monitoring*

- a. Registration of programs, events and activities
- b. Database entry at the Coaching Association of Canada and to determine level of coaching certification, coaching qualifications, and coach selection.
- c. Database entry to determine level of officiating certification and qualifications
- d. Determination of eligibility, age group and appropriate level of play/competition
- e. Athlete Registration, outfitting uniforms, and various components of athlete and team selection
- f. Technical monitoring, officials training, educational purposes, sport promotion, and media publications

##### *Sales, Promotions and Merchandising*

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

##### *General*

- a. Travel arrangement and administration
- b. Implementation of the Organization's screening program
- c. Medical emergency, emergency contacts or reports relating to medical or emergency issues
- d. Determination of membership demographics and program wants and needs
- e. Managing insurance claims and insurance investigations

- f. Video recording and photography for personal use, and not commercial gain, by spectators, parents and friends
  - g. Video recording and photography for promotional use, marketing and advertising by the Organization
  - h. Payroll, honorariums, company insurance and health plans
10. The Organization's Stakeholders may collect Personal Information from Participants and prospective Participants for other purposes, provided that documented consent specifying the use of the Personal Information is obtained from the Participants or prospective Participants.

### Consent

11. By providing Personal Information to the Organization, Participants are implying their consent to the use of that Personal Information for the purposes identified in the **Identifying Purposes** section of this Policy.
12. At the time of the collection of Personal Information and prior to the use or disclosure of the Personal Information, the Organization will obtain consent from Participants by lawful means. The Organization may collect Personal Information without consent when it is reasonable to do so and permitted by law.
13. In determining whether to obtain written or implied consent, the Organization will take into account the sensitivity of the Personal Information, as well as the Participants' reasonable expectations. Participants may consent to the collection and specified use of Personal Information in the following ways:
- a. Completing and/or signing an application form
  - b. Checking a checkbox, or selecting an option (such as 'Yes' or 'I agree')
  - c. Providing written consent either physically or electronically
  - d. Consenting orally in person
  - e. Consenting orally over the phone
14. The Organization will not, as a condition of providing a product or service, require Participants to consent to the use, collection, or disclosure of Personal Information beyond what is required to fulfill the specified purpose of the product or service.
15. A Participant may withdraw consent in writing, at any time, subject to legal or contractual restrictions. The Organization will inform the Participant of the implications of withdrawing consent.
16. The Organization will not obtain consent from Participants who are minors, seriously ill, or mentally incapacitated. Consent from these individuals will be obtained from a parent, legal guardian, or a person having power of attorney.
17. The Organization is not required to obtain consent for the collection of Personal Information, and may use Personal Information without the Participant's knowledge or consent, only if:
- a. It is clearly in the Participant's interests and the opportunity for obtaining consent is not available in a timely way
  - b. Knowledge and consent would compromise the availability or accuracy of the Personal Information and collection is required to investigate a breach of an agreement or a contravention of a federal or provincial law
  - c. An emergency threatens a Participant's life, health, or security
  - d. The information is publicly available as specified in PIPEDA
18. The Organization is also not required to obtain consent for the collection of Personal Information if the information is for journalistic, artistic, or literary purposes.
19. The Organization may disclose Personal Information without the Participant's knowledge or consent only:
- a. To a lawyer representing the Organization
  - b. To collect a debt that the Participant owes to the Organization
  - c. To comply with a subpoena, a warrant, or an order made by a court or other body with appropriate jurisdiction
  - d. To a government institution that has requested the information and identified its lawful authority, if that government institution indicates that disclosure is for one of the following purposes: enforcing or carrying out an investigation, gathering intelligence relating to any federal, provincial, or foreign law, national security or the conduct of international affairs, or administering any federal or provincial law
  - e. To an investigative body named in PIPEDA or a government institution, if the Organization believes the Personal Information concerns a breach of an agreement, contravenes a federal, provincial, or foreign

- law, or if the Organization suspects the Personal Information relates to national security or the conduct of international affairs
- f. To an investigative body for purposes related to the investigation of a breach of an agreement or a contravention of a federal or provincial law
  - g. In an emergency threatening a Participant's life, health, or security (the Organization will inform the Participant of the disclosure)
  - h. To an archival institution
  - i. 20 years after the individual's death or 100 years after the record was created
  - j. If it is publicly available as specified in PIPEDA
  - k. If otherwise required by law

### **Accuracy, Retention, and Openness**

20. In order to minimize the possibility that inappropriate Personal Information may be used to make a decision about a Member, Personal Information will be accurate, complete, and as up-to-date as is necessary for the purposes for which it will be used.
21. Personal Information will be retained as long as reasonably necessary to enable participation in the Organization programs, events, and activities, and in order to maintain historical records as may be required by law or by governing organizations.
22. The Organization's Stakeholders will be made aware of the importance of maintaining the confidentiality of Personal Information and are required to comply with the Organization's *Confidentiality Policy*.
23. Personal Information will be protected against loss or theft, unauthorized access, disclosure, copying, use, or modification by security safeguards appropriate to the sensitivity of the Personal Information.
24. Personal Information that has been used to make a decision about a Participant will be maintained for a minimum of one year in order to allow the individual the opportunity to access the Personal Information after the decision has been made.
25. The Organization will make the following information available to Participants:
  - a. This *Privacy Policy*
  - b. Any additional documentation that further explains the Organization's *Privacy Policy*
  - c. The name or title, and the address, of the person who is accountable for the Organization's *Privacy Policy*
  - d. The means of gaining access to Personal Information held by the Organization
  - e. A description of the type of Personal Information held by the Organization, including a general account of its use
  - f. Identification of any third parties to which Personal Information is made available

### **Access**

26. Upon written request, and with assistance from the Organization after confirming the Participant's identity, Participants may be informed of the existence, use, and disclosure of their Personal Information and will be given access to that Personal Information. Participants are also entitled to be informed of the source of the Personal Information, and provided with an account of third parties to which the Personal Information has been disclosed.
27. Unless there are reasonable grounds to extend the time limit, requested Personal Information will be disclosed to the Participant, at no cost to the Participant, within thirty (30) days of receipt of the written request.
28. Participants may be denied access to their Personal Information if the information:
  - a. Is prohibitively costly to provide
  - b. Contains references to other individuals
  - c. Cannot be disclosed for legal, security, or commercial proprietary purposes
  - d. Is subject to solicitor-client privilege or litigation privilege
29. If the Organization refuses a request for Personal Information, it shall inform the Participant the reasons for the refusal and identify the associated provisions of PIPEDA that support the refusal.

### **Compliance Challenges**

30. Participants are able to challenge the Organization for its compliance with this Policy.

31. Upon receipt of a complaint, the Organization will:
  - a. Record the date the complaint is received
  - b. Notify the Privacy Officer who will serve in a neutral, unbiased capacity to resolve the complaint;
  - c. Acknowledge receipt of the complaint by way of telephone conversation and clarify the nature of the complaint within seven (7) days of receipt of the complaint
  - d. Appoint an investigator using the Organization's personnel or an independent investigator, who will have the skills necessary to conduct a fair and impartial investigation and will have unfettered access to all file and personnel
  - e. Upon completion of the investigation and within thirty (30) days of receipt of the complaint, the investigator will submit a written report to the Organization
  - f. Notify the complainant the outcome of the investigation and any relevant steps taken to rectify the complaint, including any amendments to policies and procedures.
32. The Organization will not dismiss, suspend, demote, discipline, harass, or otherwise disadvantage any the Participant who:
  - a. Challenges the Organization for its compliance with this Policy
  - b. Refuses to contravene this Policy or PIPEDA
  - c. Takes precautions not to contravene this Policy or PIPEDA; even though said precautions may be in opposition to the regular duties performed by the Participant

## SECTION Q. RESPECT IN SPORT and SAFE SPORT CERTIFICATION POLICY

[back to top](#)

### **Purpose of the Policy:**

1. MBTSA is committed to creating a sport environment in which all individuals are treated with respect and dignity. Coaches have a responsibility to create a sporting environment that is free of harassment and abuse
2. MBTSA requires that all coaches participating in Baton Twirling complete the Respect in Sport (RIS) program and maintain RIS certified status (5 year term) as required by Sport Manitoba.
3. MBTSA requires that all coaches and board members complete their Safe Sport certification as a CBTF requirement with Coaching Canada.

### **Scope and Application:**

1. The policy applies to all coaches registered with; or named on an official sport roster; or under the jurisdiction of MBTSA, as well as all elected to the MBTSA board.
2. Any coach not having completed the RIS program or maintained certified status in the timeframe established by Sport Manitoba and MBTSA may be removed as a coach until such time that the RIS course is completed and/or maintain RIS certification. The individual will be informed that their membership application will not proceed until such time as the Respect In Sport certification documents are submitted. Any late fees associated with late membership renewal will be the responsibility of the individual.
3. Any coach or board member not having completed the Safe Sport certification in the timeframe established by CBTF and MBTSA may be removed from their position until such time that the Safe Sport course is completed. The individual will be informed that their membership application will not proceed until such time as the Safe Sport certification documents are submitted. Any late fees associated with late membership renewal will be the responsibility of the individual.

### **Enforcement:**

Non-compliance of this policy may result in further discipline as determined by the Board of Directors.

## SECTION R. CODE OF CONDUCT AND ETHICS POLICY

[back to top](#)

“Organization” refers to: **Manitoba Baton Twirling Sportive Association (MBTSA)**

### Definitions

1. The following terms have these meanings in this Code:
  - a) “*Individuals*” – Individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, and Directors and Officers of the Organization.
  - b) “*Workplace*” - Any place where business or work-related activities are conducted. Workplaces include MBTSA business, activities, and events, including but not limited to: its office environment, competitions, practices, training camps, tryouts, travel, and any meetings of the MBTSA. Workplace also applies to the conduct of Individuals that may occur outside of the MBTSA’s business, activities, events, and meetings when such conduct adversely affects relationships within the MBTSA (and its work and sport environment) and is detrimental to the image and reputation of the MBTSA.

### Purpose

2. The purpose of this Code is to ensure a safe and positive environment (within the Organization’s programs, activities, and events) by making Individuals aware that there is an expectation, at all times, of appropriate behaviour consistent with the Organization’s core values. The Organization supports equal opportunity, prohibits discriminatory practices, and is committed to providing an environment in which all individuals are treated with respect and fairness.

### Application of this Code

3. This Code applies to Individuals’ conduct during the Organization’s business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with the Organization’s activities, the Organization’s office environment, and any meetings.
4. An Individual who violates this Code may be subject to sanctions pursuant to the Organization’s *Discipline and Complaints Policy*. In addition to facing possible sanction pursuant to the Organization’s *Discipline and Complaints Policy*, an Individual who violates this Code during a competition may be ejected from the competition or the playing area, the official may delay the competition until the Individual complies with the ejection, and the Individual may be subject to any additional discipline associated with the particular competition.
5. This Code also applies to Individuals’ conduct outside of the Organization’s business, activities, and events when such conduct adversely affects relationships within the Organization (and its work and sport environment) and is detrimental to the image and reputation of the Organization. Such applicability will be determined by the Organization at its sole discretion.

### Responsibilities

6. Individuals have a responsibility to:
  - a) Maintain and enhance the dignity and self-esteem of the Organization members and other individuals by:
    - i. Demonstrating respect to individuals regardless of body type, physical characteristics, athletic ability, age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, sex, and sexual orientation
    - ii. Focusing comments or criticism appropriately and avoiding public criticism of athletes, coaches, officials, organizers, volunteers, employees, or members
    - iii. Consistently demonstrating the spirit of sportsmanship, sport leadership, and ethical conduct
    - iv. Acting, when appropriate, to correct or prevent practices that are unjustly discriminatory
    - v. Consistently treating individuals fairly and reasonably

- vi. Ensuring adherence to the rules of the sport and the spirit of those rules
- b) Refrain from any behaviour that constitutes **harassment**, where harassment is defined as comment or conduct directed towards an individual or group, which is offensive, abusive, racist, sexist, degrading, or malicious. Types of behaviour that constitute harassment include, but are not limited to:
  - i. Written or verbal abuse, threats, or outbursts
  - ii. Persistent unwelcome remarks, jokes, comments, innuendo, or taunts
  - iii. Leering or other suggestive or obscene gestures
  - iv. Condescending or patronizing behaviour which is intended to undermine self-esteem, diminish performance or adversely affect working conditions
  - v. Practical jokes which endanger a person's safety, or negatively affect performance
  - vi. Any form of hazing where hazing is defined as *"Any potentially humiliating, degrading, abusive, or dangerous activity expected of a junior-ranking athlete by a more senior teammate, which does not contribute to either athlete's positive development, but is required to be accepted as part of a team, regardless of the junior-ranking athlete's willingness to participate. This includes, but is not limited to, any activity, no matter how traditional or seemingly benign, that sets apart or alienates any teammate based on class, number of years on the team, or athletic ability."*
  - vii. Unwanted physical contact including, but not limited to, touching, petting, pinching, or kissing
  - viii. Unwelcome sexual flirtations, advances, requests, or invitations
  - ix. Physical or sexual assault
  - x. Behaviours such as those described above that are not directed towards a specific individual or group but have the same effect of creating a negative or hostile environment
  - xi. Retaliation or threats of retaliation against an individual who reports harassment to the Organization
- c) Refrain from any behaviour that constitutes **workplace harassment**, where workplace harassment is defined as vexatious comment or conduct against a worker in a workplace – a comment or conduct that is known or ought reasonably to be known to be unwelcome. Workplace harassment should not be confused with legitimate, reasonable management actions that are part of the normal work function, including measures to correct performance deficiencies, such as placing someone on a performance improvement plan, or imposing discipline for workplace infractions. Types of behaviour that constitute workplace harassment include, but are not limited to:
  - i. Bullying
  - ii. Repeated offensive or intimidating phone calls or emails
  - iii. Inappropriate sexual touching, advances, suggestions or requests
  - iv. Displaying or circulating offensive pictures, photographs or materials in printed or electronic form
  - v. Psychological abuse
  - vi. Personal harassment
  - vii. Discrimination
  - viii. Intimidating words or conduct (offensive jokes or innuendos)
  - ix. Words or actions which are known or should reasonably be known to be offensive, embarrassing, humiliating, or demeaning
- d) Refrain from any behaviour that constitutes **workplace violence**, where workplace violence is defined as the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker; or a statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker. Types of behaviour that constitute workplace harassment include, but are not limited to:
  - i. Verbal threats to attack a worker
  - ii. Sending to or leaving threatening notes or emails for a worker
  - iii. Making threatening physical gestures to a worker
  - iv. Wielding a weapon in a workplace

- v. Hitting, pinching or unwanted touching of a worker which is not accidental
- vi. Throwing an object at a worker
- vii. Blocking normal movement or physical interference of a worker, with or without the use of equipment
- viii. Sexual violence against a worker
- ix. Any attempt to engage in the type of conduct outlined above
- e) Refrain from any behaviour that constitutes **sexual harassment**, where sexual harassment is defined as unwelcome sexual comments and sexual advances, requests for sexual favours, or conduct of a sexual nature. Types of behaviour that constitute sexual harassment include, but are not limited to:
  - i. Sexist jokes
  - ii. Display of sexually offensive material
  - iii. Sexually degrading words used to describe a person
  - iv. Inquiries or comments about a person's sex life
  - v. Unwelcome sexual flirtations, advances, or propositions
  - vi. Persistent unwanted contact
- f) Abstain from the non-medical use of drugs or the use of performance-enhancing drugs or methods. More specifically, the Organization adopts and adheres to the Canadian Anti-Doping Program. Any infraction under this Program shall be considered an infraction of this Code and may be subject to further disciplinary action, and possible sanction, pursuant to the Organization's *Discipline and Complaints Policy*. The Organization will respect any penalty enacted pursuant to a breach of the Canadian Anti-Doping Program, whether imposed by the Organization or any other sport organization
- g) Refrain from associating with any person for the purpose of coaching, training, competition, instruction, administration, management, athletic development, or supervision of the sport, who has incurred an anti-doping rule violation and is serving a sanction involving a period of ineligibility imposed pursuant to the Canadian Anti-Doping Program and/or the World Anti-Doping Code and recognized by the Canadian Centre for Ethics in Sport (CCES)
- h) Refrain from the use of power or authority in an attempt to coerce another person to engage in inappropriate activities
- i) Refrain from consuming tobacco products, or recreational drugs while participating in the Organization's programs, activities, competitions, or events
- j) In the case of adults, avoid consuming alcohol in competitions and situations where minors are present and take reasonable steps to manage the responsible consumption of alcohol in adult-oriented social situations associated with the Organization's events
- k) Respect the property of others and not wilfully cause damage
- l) Promote the sport in the most constructive and positive manner possible
- m) When driving a vehicle with an Individual:
  - i. Not have his or her license suspended;
  - ii. Not be under the influence of alcohol or illegal drugs or substances; and
  - iii. Have valid car insurance
- n) **Adhere to all federal, provincial, municipal and host country laws**
- o) **Refrain from engaging in deliberate cheating which is intended to manipulate the outcome of a competition and/or not offer or receive any bribe which is intended to manipulate the outcome of a competition**
- p) Comply, at all times, with the Organization's bylaws, policies, procedures, and rules and regulations, as adopted and amended from time to time

#### **Directors, Committee Members, and Staff**

7. In addition to section 6 (above), the Organization's Directors, Committee Members, and Staff will have additional responsibilities to:
- a) Function primarily as a Director or Committee Member of the Organization; not as a member of any other particular member or constituency
  - b) Act with honesty and integrity and conduct themselves in a manner consistent with the nature and responsibilities of the Organization's business and the maintenance of Individuals' confidence

- c) Ensure that the Organization's financial affairs are conducted in a responsible and transparent manner with due regard for all fiduciary responsibilities
- d) Conduct themselves openly, professionally, lawfully and in good faith in the best interests of the Organization
- e) Be independent and impartial and not be influenced by self-interest, outside pressure, expectation of reward, or fear of criticism
- f) Behave with decorum appropriate to both circumstance and position
- g) Keep informed about the Organization's activities, the provincial sport community, and general trends in the sectors in which they operate
- h) Exercise the degree of care, diligence, and skill required in the performance of their duties pursuant to the laws under which the Organization is incorporated
- i) Respect the confidentiality appropriate to issues of a sensitive nature
- j) Respect the decisions of the majority and resign if unable to do so
- k) Commit the time to attend meetings and be diligent in preparation for, and participation in, discussions at such meetings
- l) Have a thorough knowledge and understanding of all the Organization governance documents
- m) Conform to the bylaws and policies approved by the Organization

### Coaches

8. In addition to section 6 (above), coaches have many additional responsibilities. The coach-athlete relationship is a privileged one and plays a critical role in the personal, sport, and athletic development of the athlete. Coaches must understand and respect the inherent power imbalance that exists in this relationship and must be extremely careful not to abuse it, consciously or unconsciously. Coaches will:
- a) Ensure a safe environment by selecting activities and establishing controls that are suitable for the age, experience, ability, and fitness level of the involved athletes
  - b) Prepare athletes systematically and progressively, using appropriate time frames and monitoring physical and psychological adjustments while refraining from using training methods or techniques that may harm athletes
  - c) Avoid compromising the present and future health of athletes by communicating and cooperating with sport medicine professionals in the diagnosis, treatment, and management of athletes' medical and psychological treatments
  - d) Support the coaching staff of a training camp, provincial team, or national team; should an athlete qualify for participation with one of these programs
  - e) Provide athletes (and the parents/guardians of minor athletes) with the information necessary to be involved in the decisions that affect the athlete
  - f) Act in the best interest of the athlete's development as a whole person
  - g) Comply with the Organization's *Screening Policy*, if applicable
  - h) Report to the Organization any ongoing criminal investigation, conviction, or existing bail conditions, including those for violence, child pornography, or possession, use, or sale of any illegal substance
  - i) Under no circumstances provide, promote, or condone the use of drugs (other than properly prescribed medications) or performance-enhancing substances and, in the case of minors, alcohol and/or tobacco
  - j) Respect athletes playing with other teams and, in dealings with them, not encroach upon topics or actions which are deemed to be within the realm of 'coaching', unless after first receiving approval from the coaches who are responsible for the athletes
  - k) Not engage in a sexual relationship with an athlete under 18 years old, or an intimate or sexual relationship with an athlete over the age of 18 if the coach is in a position of power, trust, or authority over the athlete
  - l) Recognize the power inherent in the position of coach and respect and promote the rights of all participants in sport. This is accomplished by establishing and following procedures for confidentiality (right to privacy), informed participation, and fair and reasonable treatment. Coaches have a special responsibility to respect and promote the rights of participants who are in a vulnerable or dependent position and less able to protect their own rights
  - m) Dress professionally, neatly, and inoffensively

- n) Use inoffensive language, taking into account the audience being addressed

#### **Athletes**

- 9. In addition to section 6 (above), athletes will have additional responsibilities to:
  - a) Report any medical problems in a timely fashion, when such problems may limit their ability to travel, practice, or compete; or in the case of carded athletes, interfere with the athlete's ability to fulfill requirements under the Athlete Assistance Program
  - b) Participate and appear on-time and prepared to participate to their best abilities in all competitions, practices, training sessions, tryouts, tournaments, and events
  - c) Properly represent themselves and not attempt to participate in a competition for which they are not eligible by reason of age, classification, or other reason
  - d) Adhere to the Organization's rules and requirements regarding clothing and equipment
  - e) Never ridicule a participant for a poor performance or practice
  - f) Act in a sportsmanlike manner and not display appearances of violence, foul language, or gestures to other athletes, officials, coaches, or spectators
  - g) Dress to represent the sport and themselves well and with professionalism
  - h) Act in accordance with the Organization's policies and procedures and, when applicable, additional rules as outlined by coaches or managers

#### **Officials**

- 10. In addition to section 6 (above), officials will have additional responsibilities to:
  - a) Maintain and update their knowledge of the rules and rules changes
  - b) Work within the boundaries of their position's description while supporting the work of other officials
  - c) Act as an ambassador of the Organization by agreeing to enforce and abide by national and provincial rules and regulations
  - d) Take ownership of actions and decisions made while officiating
  - e) Respect the rights, dignity, and worth of all individuals
  - f) Not publicly criticize other officials or any club or association
  - g) Assist with the development of less-experienced referees and minor officials
  - h) Conduct themselves openly, impartially, professionally, lawfully, and in good faith in the best interests of the Organization, athletes, coaches, other officials, and parents
  - i) Be fair, equitable, considerate, independent, honest, and impartial in all dealings with others
  - j) Respect the confidentiality required by issues of a sensitive nature, which may include ejections, defaults, forfeits, discipline processes, appeals, and specific information or data about Individuals
  - k) Honour all assignments unless unable to do so by virtue of illness or personal emergency, and in these cases inform the assignor or association at the earliest possible time
  - l) When writing reports, set out the true facts and not attempt to justify any decisions
  - m) Dress in proper attire for officiating

#### **Parents/Guardians and Spectators**

- 11. In addition to paragraph 6 above, Parents/Guardians and Spectators at events will:
  - a) Encourage athletes to compete within the rules and to resolve conflicts without resorting to hostility or violence
  - b) Condemn the use of violence in any form
  - c) Never ridicule a participant for making a mistake during a performance or practice
  - d) Provide positive comments that motivate and encourage participants' continued effort
  - e) Respect the decisions and judgments of officials, and encourage athletes to do the same
  - f) Support all efforts to remove verbal and physical abuse, coercion, intimidation, and sarcasm
  - g) Respect and show appreciation to all competitors, and to the coaches, officials and other volunteers
  - h) Not harass competitors, coaches, officials, parents/guardians, or other spectators

## SECTION S. CONFIDENTIALITY POLICY

[back to top](#)

**“Organization” refers to: Manitoba Baton Twirling Sportive Association (MBTSA)**

### Terms and Definitions

1. Terms in this Policy are defined as follows:
  - a. *“Athlete”* – An individual who is an Athlete Participant in the Organization
  - b. *“Confidential Information”* – Personal information of Participants including but not limited to home address, email address, personal phone numbers, date of birth, financial information, medical information, child abuse registry checks, and background check information. Additionally, *Confidential Information* also includes information considered to be intellectual property of the Organization such as data, proprietary information, business information, and trade secrets
  - c. *“Participants”* – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
  - d. *“Representative”* – All individuals employed by, or engaged in activities on behalf of, the Organization. Representatives include, but are not limited to, staff, administrators, Directors and Officers of the Organization, committee members, and volunteers

### Purpose

1. The purpose of this Policy is to ensure the protection of Confidential Information that is proprietary to the Organization.

### Scope and Application

1. This policy applies to all Representatives of the Organization.
2. Confidential Information does not include the following: name, title, business address, work telephone number, or any other information widely available or in the public domain.
3. Participants voluntarily publishing or consenting to the publication of their personal information in a public forum (such as the listing of an email address on a website) forfeit the expectation of confidentiality for that information for as long as it is available publicly.

### Responsibilities

1. Representatives will not, either during the period of their involvement/employment with the Organization or any time thereafter, disclose, publish, communicate, or divulge to any person or organization any Confidential Information acquired during their period of involvement/employment, unless expressly authorized to do so.
2. Representatives will not use, reproduce, or distribute Confidential Information without the express written consent of the Organization.
3. All documents and written materials relating to Confidential Information will remain the property of the Organization and, upon cessation of involvement/employment with the Organization, for any reason, or upon request of the Organization, Representatives will immediately return all written or tangible Confidential Information, as well as copies and reproductions, and any other media containing Confidential Information.

### Intellectual Property

1. Copyright and any other intellectual property rights for all written material (including material in electronic format or posted on a website) and other works produced in connection with employment or involvement with the Organization will be owned solely by the Organization, which shall have the right to use, reproduce, or distribute such material and works, in whole or in part, for any purpose it wishes. The Organization may grant permission for others to use its intellectual property.

### Enforcement

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

## SECTION T. DISCIPLINE AND COMPLAINTS POLICY

[back to top](#)

**“Organization” refers to: Manitoba Baton Twirling Sportive Association (MBTSA)**

### Definitions

1. The following terms have these meanings in this Policy:
  - a) *“Case Manager”* – An individual appointed by the Organization to administer this *Discipline and Complaints Policy*. The Case Manager does not need to be a member of, or affiliated with, the Organization
  - b) *“Complainant”* – The Party alleging an infraction
  - c) *“Respondent”* – The alleged infracting Party
  - d) *“Days”* – Days including weekends and holidays
  - e) *“Individuals”* – All categories of membership defined in the Organization’s Bylaws, as well as all individuals employed by, or engaged in activities with, the Organization including, but not limited to, athletes, coaches, convenors, referees, officials, volunteers, managers, administrators, committee members, Directors and Officers of the Organization, spectators at events, and parents/guardians of athletes

### Purpose

2. Individuals are expected to fulfill certain responsibilities and obligations including, but not limited to, complying with the Organization’s policies, Bylaws, rules and regulations, and *Code of Conduct and Ethics*. Non-compliance may result in sanctions pursuant to this Policy.

### Application of this Policy

3. This Policy applies to all Individuals.
4. This Policy applies to matters that may arise during the course of Organization’s business, activities, and events including, but not limited to, competitions, practices, tryouts, training camps, travel associated with Organization activities, and any meetings.
5. This Policy also applies to Individuals’ conduct outside of the Organization’s business, activities, and events when such conduct adversely affects relationships within the Organization (and its work and sport environment) and is detrimental to the image and reputation of the Organization. Such applicability will be determined by the Organization at its sole discretion.
6. This Policy does not prevent immediate discipline or sanction from being applied as reasonably required. Further discipline may be applied according to this Policy. Any infractions or complaints occurring within competition will be dealt with by the procedures specific to the competition, if applicable. In such situations, disciplinary sanctions will be for the duration of the competition, training, activity, or event only.
7. An employee of the Organization who is a Respondent will be subject to appropriate disciplinary action per the Organization’s *Human Resources Policy*, as well as the employee’s Employment Agreement, if applicable. Violations may result in a warning, reprimand, restrictions, suspension, or other disciplinary actions up to and including termination of employment.

### Reporting a Complaint

8. Any Individual may report any complaint to the Organization. A complaint must be In Writing and must be filed within fourteen (14) days of the alleged incident or within fourteen (14) days of the end of the sport/league/competitive season, at the discretion of the individual filing the complaint.
9. A Complainant wishing to file a complaint outside of the fourteen (14) day period must provide a written statement giving reasons for an exemption to this limitation. The decision to accept, or not accept, the complaint outside of the fourteen (14) day period will be at the sole discretion of the Organization or the Case Manager, as applicable. This decision may not be appealed.
10. At the Organization's discretion, the Organization may act as the Complainant and initiate the complaint process under the terms of this Policy. In such cases, the Organization will identify an individual to represent the Organization.
11. Resignation or lapsing of membership after a complaint is filed does not preclude discipline being pursued under this Policy.

#### **Dispute Resolution Option**

12. The matter will first be referred to the Organization's Provincial Chairperson (or designate) for review, with the option given to the parties to resolve the dispute via Alternate Dispute Resolution and/or mediation. Should the parties unanimously agree to proceed using Alternate Dispute Resolution and/or mediation, the process set out in the Dispute Resolution Policy shall be followed from this point. Should the parties not agree, the process contained here shall be followed.

#### **Case Manager**

13. Upon the receipt of a complaint, the Organization will appoint a Case Manager to oversee management and administration of complaints submitted in accordance with this Policy. Such appointment is not appealable.
14. The Case Manager has a responsibility to:
  - a) Determine whether the complaint is frivolous and/or within the jurisdiction of this Policy
  - b) Appoint the Discipline Panel, if necessary
  - c) Coordinate all administrative aspects and set timelines
  - d) Provide administrative assistance and logistical support to the Discipline Panel as required
  - e) Provide any other service or support that may be necessary to ensure a fair and timely proceeding

#### **Procedures**

15. If the Case Manager determines the complaint is:
  - a) Frivolous or outside the jurisdiction of this Policy, the complaint will be dismissed immediately
  - b) Not frivolous and within the jurisdiction of this Policy, the Case Manager will notify the Parties that the complaint is accepted and of the applicable next steps
16. The Case Manager's decision to accept or dismiss the complaint may not be appealed.
17. The Case Manager will establish and adhere to timelines that ensure procedural fairness and that the matter is heard in a timely fashion.
18. After notifying the Parties that the complaint has been accepted, the Case Manager will appoint a Discipline Panel, which shall consist of a single Adjudicator, to hear the complaint. At the discretion of the Case Manager, a Discipline Panel of three persons, or any number the Case Manager deems appropriate, may be appointed to hear the complaint. In this event, the Case Manager will appoint one of the Discipline Panel's members to serve as the Chair.

19. The Case Manager, in cooperation with the Discipline Panel, will then decide the format under which the complaint will be heard. This decision may not be appealed. The format of the hearing, which may involve direct communication with the Parties, an oral in-person hearing, an oral hearing by telephone or other communication medium, a hearing based on a review of documentary evidence submitted in advance of the hearing, or a combination of these methods. The hearing will be governed by the procedures that the Case Manager and the Discipline Panel deem appropriate in the circumstances, provided that:
  - a) The Parties will be given appropriate notice of the day, time, and place of the hearing, in the case of an oral in-person hearing or an oral hearing by telephone or other communication medium
  - b) Copies of any written documents which the parties wish to have the Discipline Panel consider will be provided to all Parties, through the Case Manager, in advance of the hearing
  - c) The Parties may be accompanied by a representative, advisor, or legal counsel at their own expense
  - d) The Discipline Panel may request that any other individual participate and give evidence at the hearing
  - e) The Discipline Panel may allow as evidence at the hearing any oral evidence and document or thing relevant to the subject matter of the complaint, but may exclude such evidence that is unduly repetitious, and shall place such weight on the evidence as it deems appropriate
  - f) The decision will be by a majority vote of the Discipline Panel
20. If the Respondent acknowledges the facts of the incident, the Respondent may waive the hearing, in which case the Discipline Panel will determine the appropriate sanction. The Discipline Panel may still hold a hearing for the purpose of determining an appropriate sanction.
21. The hearing will proceed in any event, even if a Party chooses not to participate in the hearing.
22. If a decision may affect another party to the extent that the other party would have recourse to a complaint or an appeal in its own right, that party will become a Party to the current complaint and will be bound by the decision.
23. In fulfilling its duties, the Discipline Panel may obtain independent advice.

#### **Decision**

24. After hearing and/or reviewing the matter, the Discipline Panel will determine whether an infraction has occurred and, if so, the sanctions to be imposed. Within fourteen (14) days of the hearing's conclusion, the Discipline Panel's written decision, with reasons, will be distributed to all Parties, the Case Manager, and the Organization. In extraordinary circumstances, the Discipline Panel may first issue a verbal or summary decision soon after the hearing's conclusion, with the full written decision to be issued before the end of the fourteen (14) day period. The decision will be considered a matter of public record unless decided otherwise by the Discipline Panel.

#### **Sanctions**

25. The Discipline Panel may apply the following disciplinary sanctions, singularly or in combination:
  - a) Verbal or written reprimand
  - b) Verbal or written apology
  - c) Service or other contribution to the Organization
  - d) Removal of certain privileges
  - e) Suspension from certain teams, events, and/or activities
  - f) Suspension from all Organization activities for a designated period of time
  - g) Withholding of prize money or awards
  - h) Payment of the cost of repairs for property damage
  - i) Suspension of funding from the Organization or from other sources
  - j) Expulsion from the Organization
  - k) Any other sanction considered appropriate for the offense

26. Unless the Discipline Panel decides otherwise, any disciplinary sanctions will begin immediately, notwithstanding an appeal. Failure to comply with a sanction as determined by the Discipline Panel will result in an automatic suspension until such time as compliance occurs.
27. Infractions that result in discipline will be recorded and records will be maintained by the Organization.

#### **Suspension Pending a Hearing**

28. The Organization may determine that an alleged incident is of such seriousness as to warrant suspension of an Individual pending completion of a criminal process, the hearing, or a decision of the Discipline Panel.

#### **Criminal Convictions**

29. An Individual's conviction for a *Criminal Code* offense, as determined by the Organization, will be deemed an infraction under this Policy and will result in expulsion from the Organization. *Criminal Code* offences may include, but are not limited to:
  - a) Any child pornography offences
  - b) Any sexual offences
  - c) Any offence of physical violence
  - d) Any offence of assault
  - e) Any offence involving trafficking of illegal drugs

#### **Confidentiality**

30. The discipline and complaints process is confidential and involves only the Parties, the Case Manager, the Discipline Panel, and any independent advisors to the Discipline Panel. Once initiated and until a decision is released, none of the Parties will disclose confidential information relating to the discipline or complaint to any person not involved in the proceedings.

#### **Timelines**

31. If the circumstances of the complaint are such that adhering to the timelines outlined by this Policy will not allow a timely resolution to the complaint, the Discipline Panel may direct that these timelines be revised.

#### **Records and Distribution of Decisions**

32. Other individuals or organizations, including but not limited to, national sport organizations, provincial sport organizations, sport clubs, etc., may be advised of any decisions rendered in accordance with this Policy.

#### **Appeals Procedure**

33. The decision of the Discipline Panel may be appealed in accordance with the Organization's *Appeal Policy*.

## **SECTION U. SCREENING POLICY**

[back to top](#)

**"Organization" refers to: Manitoba Baton Twirling Sportive Association - MBTSA**

#### **Definitions**

1. The following terms have these meanings in this Policy:
  - a. "*Criminal Record Check (CRC)*" – A search of the RCMP Canadian Police Information Centre (CPIC) system for adult convictions
  - b. "*Local Police Information (LPI)*" – additional conviction and selected non-conviction information in national and local police data sources which may be relevant to the role sought
  - c. "*Enhanced Police Information Check (E-PIC)*" – a Criminal Record Check plus a search of Local Police Information, available from SterlingBackcheck

- d. *“Participants”* – Refers to all categories of individual members and/or registrants defined in the By-laws of the Organization who are subject to the policies of the Organization, as well as all people employed by, contracted by, or engaged in activities with the Organization including, but not limited to, employees, contractors, Athletes, coaches, instructors, officials, volunteers, managers, administrators, committee members, parents or guardians, spectators, and Directors and Officers
- e. *“Vulnerable Sector Check (VSC)”* – a detailed check that includes a search of the RCMP Canadian Police Information Centre (CPIC) system, Local Police Information, and the Pardoned Sex Offender database
- f. *“Vulnerable Participants”* – A person under the age of 18 years old and/or a person who, because of age, disability or other circumstance, is in a position of dependence on others or is otherwise at a greater risk than the general population of being harmed by people in positions of trust or authority

#### **Preamble**

2. The Organization understands that screening personnel and volunteers is a vital part of providing a safe sporting environment and has become a common practice among sport organizations that provide programs and services to the community.

#### **Application of this Policy**

3. This Policy applies to all Participants whose role with the Organization is one of trust or authority which may relate to, at a minimum, finances, supervision, or Vulnerable Participants.
4. Not all individuals associated with the Organization will be required to obtain a criminal record check or submit screening documents because not all roles pose a risk of harm to the Organization or to its participants. The Organization will determine which individuals will be subject to screening using the following guidelines (See Screening Matrix for further details):

*Level 1 – Low Risk* - Participants involved in low risk assignments who are not in a supervisory role, not directing others, not involved with finances, and/or do not have unsupervised access to Vulnerable Participants. Examples:

- a. Parents, youth, or volunteers who are helping out on a non-regular or informal basis

*Level 2 – Medium Risk* – Participants involved in medium risk assignments who may be in a supervisory role, may direct others, may be involved with finances, and/or who may have limited access to Vulnerable Participants.

Examples:

- a. Board Members
- b. Coaches who are typically under the supervision of another coach

*Level 3 – High Risk* – Participants involved in high risk assignments who occupy positions of trust and/or authority, have a supervisory role, direct others, and who have frequent or unsupervised access to Vulnerable Participants.

Examples:

- a. Coaches who travel with athletes
- b. Coaches who could be alone with athletes
- c. Chaperones/Team Managers who travel or could be alone with athletes

#### **Screening Committee**

5. The implementation of this policy is the responsibility of the Organization’s Screening Committee; Vice Provincial Chair, Technical Chair, and the Membership Registrar. The Organization will ensure that the members appointed to the Screening Committee possess the requisite skills, knowledge and abilities to accurately screening documents and render decisions under this Policy.
6. The Screening Committee will carry out its duties, in accordance with the terms of this policy, independent of the Board.
7. The Screening Committee is responsible for reviewing all documents submitted and, based on the review, making decisions regarding the appropriateness of individuals filling roles within the Organization. In carrying out its duties, the Screening Committee may consult with independent experts including lawyers, police, risk

management consultants, volunteer screening specialists, or any other person.

8. Nothing in this Policy restricts or limits the Screening Committee from requesting that the individual attend an interview with the Screening Committee if the Screening Committee considers that an interview is appropriate and necessary to screen the individual's application.
9. Nothing in this Policy restricts or limits the Screening Committee from requesting the individual's authorization to contact any professional, sporting or other organization in order to assess the individual's suitability for the role that they are seeking.
10. Nothing in this Policy restricts or limits the Screening Committee from requesting further information from the individual on more than one occasion, subject to the individual's right to insist that the Screening Committee make a decision on the basis of the information before it.
11. The Screening Committee may, where appropriate, draw an adverse inference from an individual's failure to provide information or answer queries.
12. When assessing an individual's screening application, the Screening Committee shall determine whether there is reason to believe that the individual may pose a risk to members of the Organization.
13. An individual having been previously penalized for a prior offence shall not prevent the Screening Committee from considering that offence as part of the individual's screening application.
14. If the Screening Committee determines on the basis of the individual's screening application, in addition to any further material received by it, that the individual does not pose a risk to the members of the Organization, the Screening Committee shall approve the individual's application, subject to the Screening Committee's right to impose conditions.
15. In the case of a decision denying an application or approving an application with conditions, a copy of the decision shall be provided to the applicant and to the Organization's Board of Directors, which may disseminate the decision as they see fit in order to best fulfil the mandate of the Organization.
16. A Participant whose screening application has been denied or revoked may not re-apply to participate in the Organization's programs or activities for two (2) years from the date the rejected application was made. In the event of a dispute between the applicant and the screening committee, the organization's Appeal policy will be referenced.

### Screening Requirements

17. It is the Organization's policy that when an individual is first engaged by the Organization:
  - a. Level 1 individuals will:
    - i. Complete an Application Form (**Appendix A**)
    - ii. Complete a Screening Disclosure Form (**Appendix B**)
    - iii. Participate in training, orientation, and monitoring as determined by the Organization
  - b. Level 2 individuals will:
    - i. Complete an Application Form (**Appendix A**)
    - ii. Complete and provide an E-PIC
    - iii. Participate in training, orientation, and monitoring as determined by the Organization
    - iv. Provide a driver's abstract, if requested
  - c. Level 3 individuals will:
    - i. Complete an Application Form (**Appendix A**)
    - ii. Complete and provide an E-PIC and a VSC

- iii. Participate in training, orientation, and monitoring as determined by the Organization
  - iv. Provide a driver's abstract, if requested
- d. If an individual subsequently receives a charge, conviction for, or is found guilty of, an offense they will report this circumstance immediately to the Organization. Additionally, the individual will inform the Organization of any changes in their circumstance that would alter their original responses in their Screening Disclosure Form.
- e. If the Organization learns that an individual has provided false, inaccurate, or misleading information, the individual will immediately be removed from their role and may be subject to further discipline in accordance with the Organization's *Discipline and Complaints Policy*.

### Young People

18. The Organization defines a young person as someone who is younger than 18 years old. When screening young people, the Organization will:
- a. Not require the young person to obtain a VSC or E-PIC;
  - b. Fill out Application Form (**Appendix A**) and Disclosure Form (**Appendix B**)
  - c. In lieu of obtaining a VSC or E-PIC, require the young person to submit up to two (2) letters of reference.
19. Notwithstanding the above, the Organization may ask a young person to obtain a VSC or E-PIC if the Organization suspects the young person has an adult conviction and therefore has a *criminal record*. In these circumstances, the Organization will be clear in its request that it is not asking for the young person's *youth record*. The Organization understands that it may not request to see a young person's youth record.

### Renewal

20. Unless the Screening Committee determines, on a case-by-case basis, to modify the submission requirements, individuals who are required to submit an E-PIC, Screening Disclosure Form, VSC, or Screening Renewal Form, are required to submit the documents as follows:
- a. An E-PIC every three years
  - b. A Screening Disclosure Form (**Appendix B**) every three years
  - c. A Screening Renewal Form (**Appendix C**) every year
  - d. A Vulnerable Sector Check once
21. At any time, including after either the submission of an individual's application or its approval (with or without conditions), the Screening Committee may re-open an individual's file for additional screening if it is advised of new information that, in the discretion of the Organization, could affect the assessment of the individual's suitability for participation in the Organization's programs, activities, or with any of its members.

### Orientation, Training, and Monitoring

22. The type and amount of orientation, training, and monitoring will be based on the individual's level of risk, at the Organization's discretion.
23. Orientation may include, but is not limited to: introductory presentations, facility tours, equipment demonstrations, parent/athlete meetings, meetings with colleagues and supervisors, orientation manuals, orientation sessions, and increased supervision during initial tasks or initial period of engagement. **Policies, Respect In Sport, NCCP requirements will be shared.**
24. Training may include, but is not limited to: certification courses, online learning, mentoring, workshop sessions, webinars, on-site demonstrations, and peer feedback.
25. At the conclusion of orientation and training, the individual will be required to acknowledge, in written form, that they have received and completed the orientation and training.

26. Monitoring may include but is not limited to: written or oral reports, observations, tracking, electronic surveillance (e.g., facility security cameras), and site visits.

#### **How to Obtain an E-PIC or VSC**

27. The Organization has joined the Coaching Association of Canada's Responsible Coaching Movement and therefore has access to the E-PIC at a discounted rate. Participants can obtain an E-PIC via MyBackCheck.com. An invitation will be sent to you following receipt of your application form.
28. Participants may only obtain a VSC by visiting an RCMP office or police station, submitting two pieces of government-issued identification (one of which must have a photo), and completing any required paperwork. Fees may also be required.
29. Fingerprinting may be required if there is a positive match with the individual's gender and birth date.
30. The Organization understands that it may be required to assist an individual with obtaining a VSC. The Organization may need to submit a Request for VSC (**Appendix D**) or complete other documentation describing the nature of the organization and the individual's role with vulnerable individuals.

#### **Procedure**

31. Screening documents must be submitted to the following committee, comprised of the Vice Provincial Chair, Technical Chair, and the Secretary, at the following email address: **mbtsascreeningcommittee@gmail.com**. Additional process documentation and FAQ's provided in separate documents.
32. An individual who refuses or fails to provide the necessary screening documents will be ineligible to volunteer or apply for the role sought including coaching and officiating. The individual will be informed that their membership application and/or position will not proceed until such time as the screening documents are submitted and satisfactory screening is complete. Any late fees associated with late membership renewal will be the responsibility of the individual.  
  
Eg. A coach who does not provide the necessary screening documentation will not be able to renew their T1 Membership and will be ineligible to coach in Manitoba  
  
Eg. A board member who does not provide the necessary screening documentation will be ineligible to serve in their position on the board.
33. The Organization understands that there may be delays in receiving the results of an E-PIC or a VSC. At its discretion, the Organization may permit the individual to participate in the role during the delay. The Organization may withdraw this permission at any time and for any reason.
34. The Organization recognizes that different information will be available depending on the type of screening document that the individual has submitted. For example, an E-PIC may show details of a specific offense, or not, and/or a VSC may be returned with specific information or simply a notification indicating 'cleared' or 'not cleared'. The Screening Committee will use its expertise and discretion when making decisions based on the screening documents that have been submitted.
35. Following the review of the screening documents, the Screening Committee will decide:
  - a. The individual has passed screening and may participate in the desired role;
  - b. The individual has passed screening and may participate in the desired role with conditions;
  - c. The individual has not passed screening and may not participate in the desired role; or
  - d. More information is required from the individual.
37. In making its decision, the Screening Committee will consider the type of offense, date of offense, and relevance of the offense to the role sought.

38. The Screening Committee may decide that an individual has not passed screening if the screening documentation reveals any of the following:
- a. If imposed in the last three years:
    - i. Any offense involving the use of a motor vehicle, including but not limited to impaired driving
    - ii. Any offense of assault, physical or psychological violence
    - iii. Any offense involving trafficking or possession of illegal drugs
    - iv. Any offense involving conduct against public morals
    - v. Any offense involving theft or fraud
  - b. If imposed at any time:
    - i. Any offense involving a Minor or Minors
    - ii. Any offense involving the possession, distribution, or sale of any child-related pornography
    - iii. Any sexual offense

#### **Conditions and Monitoring**

39. The Screening Committee may determine that incidents revealed on an individual's screening documents may allow the individual to pass the screening process and participate in a desired role with *conditions* imposed. The Screening Committee may apply and remove conditions at its discretion and will determine the means by which adherence to conditions may be monitored.

#### **Records**

40. All records will be maintained in a confidential manner and will not be disclosed to others except as required by law, or for use in legal, quasi-legal, or disciplinary proceedings.
41. The records kept by the Organization as part of the screening process include but are not limited to:
- a. An individual's Vulnerable Sector Check \*
  - b. An individual's E-PIC (for a period of three years)\*
  - c. An individual's Screening Disclosure Form (for a period of three years)
  - d. An individual's Screening Renewal Form (for a period of one year)
  - e. Records of any conditions attached to an individual's registration by the Screening Committee
  - f. Records of any discipline applied to any individual by the Organization or by another sport organization

\*After verification by the screening committee, physical documents can be returned to the applicant or destroyed, at the applicant's request. If Sterling Backcheck used, it provides secure online access of the information.

Additional procedure information can be found in the following documents  
Screening policy process and FAQ – 2024  
Screening policy Matrix – 2024

Appendix forms can be found in the Forms Handbook

## REVISION LOG

[back to top](#)

2025 Policy changes – presented at the 2025 AGM

### Section C. FUNDING FOR TRAVEL – Board approval October 18, 2025

#### 5. CANADIAN TEAM TRIALS AND 6. NATIONS CUP QUALIFIER

##### Previous

8. MBTSA will cover ground transportation for the Team Contingent attending Canadian Team Trials including travel between the hotel and the gym for practice and competition days, and for travel between the airport and hotel on arrival and departure days per amount in yearly budget.
9. The maximum funding per athlete and per coach will be \$200 for travel and \$175 for hotel accommodation.

**Revised:** remove the reference to the ground transportation for travel between airport, hotel and gym and add \$25 to the travel and \$25 to the hotel accommodation maximum funding.  
Maximum funding will be \$225 for Travel (ground and air) and \$200 for accommodation (hotel or dorm) per athlete and declared coach.

### Section D. ATHLETE DEVELOPMENT GRANTS– Board approval October 18, 2025

#### 1. HIGH PERFORMANCE CHOREOGRAPHY GRANT – FREESTYLE

##### 1b. Eligibility requirements for this grant

##### Revised – ADD:

- viii Athlete must complete their SDP Gold Pin \*as required by CBTF\*.

#### 5. SCHOLARSHIPS

**Previous:** 1. Scholarships will be awarded to the following Provincial Team Trial winners, to be used for coaching fees or gym rentals in preparation for the Canadian Championships.

##### a. Level A Freestyle Athletes

- 1<sup>st</sup> Place \$150.00
- 2<sup>nd</sup> Place \$125.00
- 3<sup>rd</sup> Place \$100.00
- 4<sup>th</sup> Place \$ 75.00
- 5<sup>th</sup> Place \$ 50.00

##### B Level A Pairs

- 1<sup>st</sup> Place \$160.00 / pair
- 2<sup>nd</sup> Place \$130.00 / pair
- 3<sup>rd</sup> Place \$110.00 / pair
- 4<sup>th</sup> Place \$ 80.00 / pair
- 5<sup>th</sup> Place \$ 60.00 / pair

##### c Level B Freestyle Athletes

- 1<sup>st</sup> Place \$80.00
- 2<sup>nd</sup> Place \$70.00
- 3<sup>rd</sup> Place \$60.00
- 4<sup>th</sup> Place \$50.00
- 5<sup>th</sup> Place \$40.00

##### d. Level B Pairs

- 1<sup>st</sup> Place \$80.00 / pair
- 2<sup>nd</sup> Place \$70.00 / pair
- 3<sup>rd</sup> Place \$60.00 / pair
- 4<sup>th</sup> Place \$50.00 / pair
- 5<sup>th</sup> Place \$40.00 / pair

- f. MBTSA will strive to have the scholarships cheques prepared and distributed after submission of the Canadian entry forms

**Revised:** Remove separate amounts for A and B- Change to same amount for all divisions and add confirmation that Canadians entry is required

1. Scholarships will be awarded to the following Provincial Team Trial winners, to be used for coaching fees or gym rentals in preparation for the Canadian Championships. Confirmation of Freestyle/ Pairs Canadians entry is required to receive the scholarship.

Freestyle (all divisions)

- 1<sup>st</sup> Place \$110.00
- 2<sup>nd</sup> Place \$100.00
- 3<sup>rd</sup> Place \$ 90.00
- 4<sup>th</sup> Place \$ 80.00
- 5<sup>th</sup> Place \$ 70.00

Pairs (all divisions)

- 1<sup>st</sup> Place \$110.00 / pair or \$55/athlete
- 2<sup>nd</sup> Place \$100.00 / pair or \$50/athlete
- 3<sup>rd</sup> Place \$ 90.00 / pair or \$45/athlete
- 4<sup>th</sup> Place \$ 80.00 / pair or \$40/athlete
- 5<sup>th</sup> Place \$ 70.00 / pair or \$35/athlete

Scholarships will be paid after confirmation of Freestyle/Pairs Canadian entry is provided to the board.

#### **Section K. BADGE TESTING – Board approval October 18, 2025**

**Previous:**

1. MBTSA will pay a Badge Adjudicator the current hourly rate, as determined by CBTF.
2. MBTSA will fund 100% of the cost of White ribbons, 50% of the cost of the yellow and orange badges.
3. MBTSA will pay a Badge Instructor according to the Coaching Rates for Local Manitoba Coaches rate scale in Financial Section J.

**Revised:**

1. MBTSA will pay a Badge Adjudicator at all MBTSA organized badge testing the current hourly rate, as determined by CBTF.
2. MBTSA will fund 100% of the cost of Active Start White and Red ribbons, 50% of the cost of the Yellow and Orange Badges. All other badge costs are covered entirely by the athlete.
3. MBTSA will pay a Badge Instructor at all MBTSA organized badge workshops according to the Coaching Rates for Local Manitoba Coaches rate scale in Financial Section J.

#### **Section U. SCREENING POLICY– Board approval October 18, 2025**

**Previous- 5.** Screening Committee – includes Vice Chair, Technical Chair and Secretary

**Revised** – replace **Secretary** with **Membership Registrar**

**Rationale** – membership is tied to screening and having the Membership Registrar as a member of the screening committee will remove any conflicts going outside the committee for decisions or information.

**Previous**

**32.** An individual who refuses or fails to provide the necessary screening documents will be ineligible to volunteer or apply for the role sought. The individual will be informed that their application and/or position will not proceed until such time as the screening documents are submitted.

**Revised:** An individual who refuses or fails to provide the necessary screening documents will be ineligible to volunteer or apply for the role sought including coaching and officiating. The individual will be informed that their membership application and/or position will not proceed until such time as the

screening documents are submitted and satisfactory screening is complete. Any late fees associated with late membership renewal will be the responsibility of the individual.

eg. A coach who does not provide the necessary screening documentation will not be able to renew their T1 membership and will be ineligible to coach in Manitoba.

Eg. A board member who does not provide the necessary screening documentation will be ineligible to serve in their position on the board.

#### **Section Q. RESPECT IN SPORT POLICY – Board approval October 18, 2025**

##### **Previous**

##### **Scope and Application:**

1. Any coach not having completed the RIS program or maintained certified status in the timeframe established by Sport Manitoba and MBTSA may be removed as a coach until such time that the RIS course is completed and/or maintain RIS certification.

**Revised:** Add: The individual will be informed that their membership application will not proceed until such time as the RIS certification documents are submitted. Any late fees associated with late membership renewal will be the responsibility of the individual.

**NEW – SAFE SPORT CERTIFICATION-** CBTF requirement with Coaching Canada

Same requirements and consequences as Respect in Sport and Screening Policy – added to Section Q.

**NEW:** Social Media Use Guidelines and Social Media Policy – added as stand alone documents.

#### October 2024

Revamped the entire policy manual to consolidate all of the standalone Sport Manitoba policy templates that have been adopted into one policy manual document.

#### 2024 Policy changes - presented at the 2024 AGM

##### **NEW - Coaching Rates for Local Manitoba Coaches (Board approval April 7, 2024)**

MBTSA will use the following scale to reimburse local coaches hired for MBTSA programs and events.

Competition Level 3 CBTF Certification - \$25/hour

Competition Level 2 CBTF Certification - \$20/hour

Competition Level 1 CBTF Certification - \$16/hour

***With this new section, we will remove the rates from the other sections and just refer to Local Manitoba coaches rates by coaching levels.***

***We will only include CBTF certified coaches in this rate scale.***

**Added to Section J – FINANCIAL POLICY**

##### **NEW: Membership Fee reimbursement for Board of Directors (auditor requirement, Board approval September 22, 2024)**

All Manitoba Baton Twirling Sportive Association board members must hold a minimum membership type D - full member. MBTSA will cover the cost of this membership fee for volunteer board members, providing they complete their duties for the year.

All board members will pay their membership fee at the beginning of the season and will be reimbursed the value of a type D membership at the end of the season providing they still hold a position on the board. This means, in the case of Technical members and Competitive Athlete members where their membership fee is greater than a type D, they will only be reimbursed for the value of the type D

membership. Reimbursement will be in the form of a cheque to the member prior to the end of the fiscal year.

**Added to Section J – FINANCIAL POLICY**

**Section F – Provincial Team (Board approval April 7, 2024)**

Previous - 5. Salary for Head Coach \$22

**REVISED** – refer to New Local Manitoba Coaches rates

Previous 7. Salary for Assistant Coach \$18

**REVISED** – refer to New Local Manitoba Coaches rates

Previous 8. Salary for Choreographer \$35

**REVISED** - Increase to \$40 per hour

**Rename** sections referring to “Salary” and refer to the new Local Manitoba Coaches rate scale

*Current policy states that “Consideration for experience may be made yearly by the Board” which will allow the board flexibility based on the coaches who are hired.*

**Section G- Compulsory Moves/Short Program Elements coach (Board approval April 7, 2024)**

Previous- 3. Salary \$18 per hour

**Revised** – refer to New Local Manitoba Coaches rates, remove section 3 referring to “Salary” and add a point under section 1 referring to the Local Manitoba Coaches rate scale.

**Section K - Badge Testing (Board approval April 7, 2024)**

Previous 3. Badge Instructor rate \$18

**REVISED:** Reword to refer to the Local Manitoba Coaches rate scale

**Section I – Hired Coaching Staff (Board approval April 7, 2024)**

**REVISED:** Change policy name to **Out of Province Hired Coach**

Point 1 – add “on a case by case cost share basis”.

Remove point 3 – punitive

**NEW: Trans Canada Team (Board approval April 7, 2024)**

If MBTSA does not have a sponsored Provincial team/group available at their current level for Manitoba athletes to participate in, and

An athlete is given the opportunity to participate in a CBTF Sanctioned Trans Canada team /group outside of Manitoba,

MBTSA will provide funding up to \$200 per athlete towards out of province training costs.

Athlete will be required to submit a written request for this funding, and receipts will be required.

**Added to Section F – PROVINCIAL TEAM**

**NEW - Screening Policy (Board approval July 18, 2024)**

Effective immediately for distribution to members. Screening will be required with 2024-2025 membership.

Policy distributed to clubs and board members via email

**Policies reviewed and revamped into the new Sport Manitoba required templates- (Sport Manitoba requirement, Board approval September 22, 2024)**

**Financial Policy**

revision to point 35 to add "or within the funding policy" and point 49 changed to reflect stop payment fee equivalent.

**Respect in Sport**

revision to remove point 3 regarding communication and to add Enforcement point (as recommended in the revised Sport Manitoba Template)

**Privacy Policy**

revision to add Privacy Officer (our Membership Rep) email address (as recommended in the revised Sport Manitoba Template)

**Confidentiality Policy - NEW**

adopt new policy as this is referenced and required in the Privacy Policy above (using Sport Manitoba Template)

January 2023

The following changes were made to align with changes to the CBTF/WBTF references:

Changed all WBTF references to IBTF

Changed all INTERNATIONAL CUP references to NATIONS CUP

Added BA level to Section C to include funding for A, BA and BI (previously read A and BI)

January 2022 - presented at the 2022 AGM

The following additional changes made to reference new stand-alone policies added in January 2022 that replace policies within this document:

Conflict of Interest Policy (**BOARD APPROVED JANUARY 2022**)

Appeal Policy (**BOARD APPROVED JANUARY 2022**)

Code of Conduct Policy (**BOARD APPROVED JANUARY 2022**)

Discipline and Complaint Policy (**BOARD APPROVED JANUARY 2022**)

September 2021 - Board approval September 19, 2021

Revisions were made to SECTION C -FUNDING FOR TRAVEL AND SECTION F – PROVINCIAL TEAM with the following motions:

**Motion** “To increase the maximum funding to equal any of the regular Canadian Contingent team members” Motioned by Kristin Macaraeg. Seconded by Edie. Carried by vote. (SECTION C 7.4 World Freestyle )

**Motion** “All level A Provincial Team athletes are recommended to take regular baton twirling lessons either individual or group with an MBTSA/CBTF/WBTF certified Coach.” Motioned by Kerri. Seconded by Olga. Carried by vote with one abstention. (SECTION F – PROVINCIAL TEAM RULES) \*

**Motion** “All level B Provincial Team athletes are required to take regular lessons with a MBTSA/CBTF/WBTF Coach.” Motion by Tammy. Seconded by Linda. Carried by vote. (SECTION F – PROVINCIAL TEAM RULES)

**Motion** “All Level B team members are required to compete in an MBTSA competition during the competition year either as an individual (CBTF recognized major event(s)) or on a group basis (Dance Twirl Team) other than Provincial Team” Motioned by Tammy. Seconded by Kristin. (SECTION F – PROVINCIAL TEAM RULES)  
Carried by vote.

**Motion** If an athlete is going to be absent for a practice, she must notify the Head Coach, Assistant Coach or Team Captain. “Remove “team captain” from policy.” Motioned by Kristin. Seconded by Linda. Carried by vote. (SECTION F – PROVINCIAL TEAM RULES)

\*this item was not included in the previous version of the policy update. The A level athlete reference had just been removed from Section F requirements for lessons and competing at an MBTSA competition in an event other than Provincial Team.

The reference to Level A **Recommendations** has been added to the October 2024 policy version.

One claim date change was also made with no motion and has been reverted back to the previous version. Will review during the 2025 policy review.

Some other items were discussed and removed but with no formal motion relating to requirements for Provincial Team Captain, shoes, body suits and tights. These changes were left as is in the October 2024 update

[back to top](#)