

North Jeffco Swim Team Fees, Discounts, Payment, and Refund Policy

As used herein, the term “swimmer” means, as applicable from the context, either an individual swimmer or such individual swimmer’s family which is the NJST Member.

I. Registration. North Jeffco Swim Team (“NJST”) operates on a Trimester basis. The Trimesters are: Fall (September 1st – December 31st); Winter (January 1st –April 30th), and Summer (May 1st – August 31st). Returning swimmers must register with NJST only once, at the beginning of the Fall Trimester, for each September 1st – August 31st time period (each such period, a “Swim Year”). New swimmers must register with NJST when they join NJST.

II. Fees.

A. Practice Fees. Swim practice fees for NJST (“Practice Fees”) are set by the NJST Board of Directors (the “Board”) on a periodic basis and posted on the NJST website. ***Practice Fees accrue on a full-Trimester basis, except as otherwise specifically set forth in this Policy.*** If a swimmer joins NJST after the beginning of a Trimester, Practice Fees for that swimmer will be prorated, on a weekly basis, for the remainder of that Trimester.

B. Annual NJST Registration Fee. An annual NJST registration fee is set by the Board on a periodic basis and specified on the Team Unify registration page for NJST and/or the NJST website. The annual NJST registration fee will be charged at the time a swimmer completes his or her annual NJST registration or, for a new swimmer joining NJST later in the Swim Year, his or her initial NJST registration. If a swimmer joins NJST **only** for the Summer Trimester in any given Swim Year (i.e., the swimmer is not a member of NJST for the Fall or Winter Trimester, then joins for the Summer Trimester), the annual NJST registration fee for that Swim Year will be discounted by 33% (e.g., if the annual NJST registration fee is \$100, a swimmer joining only for the Summer Trimester will pay \$50). Other than as specifically set forth in the prior sentence, the annual NJST registration fee will not be prorated for swimmers who join NJST after the start of the Fall Trimester.

C. Annual USA Swimming Registration Fee. An annual USA Swimming registration fee is set by USA Swimming on a periodic basis and will be specified on the Team Unify registration page for NJST and/or the NJST website. The annual USA Swimming registration fee will be charged at the time a swimmer completes his or her annual NJST registration or, for a new swimmer joining NJST later in the Swim Year, his or her initial NJST registration unless that swimmer has already registered with USA Swimming for the applicable year. The annual USA Swimming registration fee will not be prorated for swimmers who join NJST after the start of the Fall Trimester.

D. Other Charges. Swimmers will be charged meet fees for participation in swim meets, travel and related expenses in connection with NJST travel-related activities, and late fees in accordance with this Policy for late payments. The Board, in its sole reasonable discretion, may modify existing fees and charges and may establish and assess new fees and charges at any time.

III. Full-Trimester Commitment Required. ***Swimmers are required to commit to NJST on a full-Trimester basis (even for those opting for a monthly ACH or credit card payment option) and will be charged Practice Fees for full Trimesters,*** subject to the following exceptions.

A. Trial Week. NJST will allow a potential new NJST swimmer to attend up to one week of practices (“Trial Week”) without registering as a member of NJST; provided, however, that the swimmer (or his or her parent or guardian, if he or she is a minor) will be required to complete and submit to the appropriate NJST coach a USA Swimming Athlete Registration Application prior to participating in the first practice of the Trial Week (unless he or she is already a registered USA Swimming member). If the swimmer joins NJST at any time during the Trimester in which such Trial Week occurs, Practice Fees will then be assessed for the entire Trial Week. If the swimmer does not join NJST during the Trimester in which such Trial Week occurs, there will be no Practice Fees charged to the swimmer for the Trial Week. Notwithstanding the foregoing, (a) a Trial Week is not available for any individual who has been a member of NJST at any time within the immediately preceding 12 months, and (b) an individual is entitled to only one Trial Week in any 12-month period.

B. Summer Trimester. NJST recognizes that some swimmers are unable to commit to the full Summer Trimester due to summer travel, participation in a summer swim league, or other conflicts and they may desire to participate on NJST only through the end of the school year. Accordingly, for the Summer Trimester only, a swimmer may choose to participate for the entire Summer Trimester (May 1st through the swimmer’s applicable final championship meet of the long course season) *or* for only the month of May.

1. In order for a swimmer to participate only for the month of May, the swimmer must give written notice of such choice, no later than May 1st, to the swimmer's coach, to NJST's Bookkeeper, and to NJST’s Treasurer. The Practice Fees for that swimmer then will be pro-rated accordingly. For most swimmers, that means Practice Fees will be reduced to 25% of their practice group’s Summer Trimester rate; however, for swimmers in the Yellow, Gold, and Red practice groups, Practice Fees will be reduced to 33% of their practice group’s Summer Trimester rate (see Section III.B.2, below). The swimmer will still be responsible for paying all other NJST charges which would be applicable if the swimmer were participating for the entire Summer Trimester.

2. During the Summer Trimester, there are no practices for NJST swimmers after their final championship meet of the long course season (for example, State, Zones, Sectionals, Nationals or U.S. Open, as applicable). The Practice Fees for most practice groups remain the same for the Summer Trimester, however, because extra practices are held for those practice groups during the months of June and July. Because no extra practices are held during June and July for NJST's younger age-group swimmers (those in the Yellow, Gold, and Red practice groups), the Practice Fees for the Summer Trimester for those practice groups have been reduced pro-rata to reflect that they receive fewer practices in the Summer Trimester than in other Trimesters.

C. Vacations. Each swimmer may take one full month off, per year, and receive credit for that month’s Practice Fees, if he or she meets all of the following conditions:

- The swimmer must have been a member of NJST for the two consecutive Trimesters immediately prior to the Trimester during which the month off will be taken (the “Vacation Trimester”) and have fully paid all Practice Fees, as well as all other amounts due to NJST (e.g., annual NJST registration fee, annual USA Swimming fee, meet entry fees, travel expenses, etc.), for those prior two Trimesters and for the Vacation Trimester. For swimmer’s paying Practice Fees monthly (see Section IV.A.1, below), monthly payments for the Vacation Trimester must continue to be made in accordance with this Policy in order to receive Vacation credit.

- The time off and the credit will be for the entire full month, which may start on any date during any month of a Trimester and will run until the same date on the next consecutive month; provided, however, that, due to the manner in which Practice Fees for the Summer Trimester are assessed (see Section III.B.2, above), a swimmer may not use vacation credit for any portion of the time period commencing immediately after that swimmer's final championship meet of the Summer Trimester through the end of the Summer Trimester.
- The swimmer must give written notice (email notice is acceptable) to his or her coach, to NJST's Treasurer, **and** to NJST's Bookkeeper not less than 24 hours prior to the first day on which the month off is to start.
- The swimmer may not return to swim practice prior to the expiration of the full month. If the swimmer takes more than one month off of swim practice, he or she will receive a credit only for one month's Practice Fees.

The pro rata portion of Practice Fees for one full month of the Vacation Trimester will be credited against that swimmer's Practice Fees that are due for the next Trimester during which that swimmer swims with NJST. If the swimmer does not return to NJST for the subsequent Trimester for *any reason*, the credit will be forfeited. The credit will not be refunded to the swimmer, nor may it be used to pay any other outstanding amounts due to NJST from the swimmer or transferred to any other NJST swimmer (including a family member of the swimmer who took the month off).

IV. Payments; Discounts and Credits.

A. Payments.

1. Options. **All swimmers, whether paying Practice Fees in one payment upfront or monthly via ACH or credit card, are required to financially commit to NJST for the full Trimester (subject only to such exceptions as are specifically set forth in this Policy).** There are three payment options for Practice Fees: (a) pay by credit card for the full Trimester at the start of the Trimester; (b) pay monthly by automated clearing house ("ACH") payments; or (c) pay monthly by automated credit card payments. Because NJST bills are *automatically* generated monthly, **a swimmer who intends to leave NJST at the end of any Trimester must give written notice (email is acceptable) to the NJST Bookkeeper no later than one week prior to the first day of the next Trimester** in order to avoid Practice Fees for the next Trimester being automatically added to his or her account. Consideration will be given on a case by case basis upon written request to the JH Board for a refund of Trimester practice fees upon leaving the team for a period of up to one week after a new Trimester begins. Should the request be granted, the swimmer will remain responsible for any team incurred fees, such as credit card fees.

2. Choosing and Changing Options. A swimmer must choose which Practice Fee payment option to use at the beginning of the Trimester or, for those joining NJST mid-Trimester, when they join NJST. For swimmers choosing a monthly payment option (ACH or credit card), they may change to a non-monthly payment option at any time by notifying the NJST Bookkeeper of the change and paying the Practice Fees in full for the remainder of the Trimester. For swimmers choosing to pay in full up front, they may not change that payment method until the beginning of the next Trimester and then only if they give the NJST Bookkeeper notice of the change not less than one week prior to the first day of the upcoming Trimester. A swimmer may change from one payment method (i.e., credit card, or ACH) to another at any time but must give the NJST Bookkeeper notice of such change not less than one week prior to the first day of a month in order for such change to be effective for that month.

B. Discounts and Credits.

1. Discounts. The Board may, from time to time, approve discounts to be applied to Practice Fees. Generally, any such discounts will be detailed on the Team Unify registration page for NJST and/or in an NJST Policy posted on the NJST website. All such discounts will be applied against the first applicable billing after the discount is made known to the NJST Bookkeeper. Discounts in place as of the date of this Policy are as follows (any or all of which may be revised or eliminated at any time at the discretion of the Board): (a) discount for paying by ACH; (b) multiple sibling discount; (c) high school swimming discount; and (d) returning college swimmer discount.

2. Credits and Other Adjustments. Certain other credits (e.g., grocery scrip credits, credits due pursuant to Section VI, below, and adjustments for vacation pursuant to Section III.C, above) also may be applied against Practice Fees.

3. Claiming Discounts and Credits. Currently, (a) discounts for multiple siblings and for paying via ACH, (b) credits for grocery scrip, and (c) adjustments for those joining NJST after the start of a Trimester are automatically processed by the NJST Bookkeeper and require no action on the swimmer's part. However, **swimmers must notify the NJST Bookkeeper** in order to receive (i) a high school swimming or college swimmer discount, (ii) any adjustment for vacation pursuant to Section III.C, above, and (iii) credits due pursuant to Section VI, below.

V. Billing and Consequences for Late Payments.

A. Billing. A pre-bill notice will be emailed to each swimmer's account the week prior to the first day of each month reflecting the amount due for the upcoming month. On the first of each month, an invoice for all fees and expenses due that month will be emailed to each swimmer's account that has a balance due. Because accounts paid by credit card are paid automatically, those accounts have a zero balance on the first of the month and do not receive invoices; accounts showing a credit balance also do not receive invoices. Meet fees will be billed the month after they are incurred and travel and other meetrelated expenses will be billed in accordance with the NJST Travel and Meet Expense Policy.

B. Consequences for Late Payments.

1. Late Fees. A \$15 late fee per account will be automatically assessed to the swimmer's account if (a) any billed amount is not paid by the 5th day after billing, and (b) if a credit card or ACH payment is rejected and/or the credit card has expired and the amount due is not paid by the 5th day of the month. It is the responsibility of the swimmer to update expiration dates and/or changed credit card numbers with the NJST Bookkeeper. The swimmer is responsible for all charges, fees and other amounts assessed by credit card companies, banks, and other financial institutions as a result of such rejected payments or expired cards, and any such amounts charged to NJST will be posted to the swimmer's account.

2. Account Lock-Out. If any billed amount is not paid by the 30th day after billing, the swimmer's account will be "locked", rendering the swimmer unable to register for upcoming swim meets.

3. Other Consequences.

a. If any billed amount is not received by NJST by the 30th day after the billing date, the swimmer may not be allowed in the water for practice and/or meets until all past due amounts, including any late fees applicable thereto, are paid in full.

b. If a swimmer repeatedly fails to pay amounts when due, NJST may take such other action as it deems necessary in order to address such non-payments, including but not limited to (i) requiring that such swimmer pay any or all amounts due to NJST in advance, (ii) not allowing the swimmer to participate in upcoming swim meets and/or register for the upcoming Trimester until all past due amounts are paid in full, and (iii) not allowing the swimmer in the water for practice until all such amounts are paid in full.

c. If any check written to NJST is returned for non-sufficient funds, the swimmer must pay to NJST the amount of the missed payment plus any fees or penalties assessed against NJST by the swimmer's or NJST's bank, via cash or money order, within one week from the date NJST notifies the swimmer of the failed transaction. If a swimmer has a second check written to NJST returned for non-sufficient funds, the swimmer must pay to NJST the amount of the missed payment plus any fees or penalties assessed against NJST by the swimmer's or NJST's bank, via cash or money order, within one week from the date NJST notifies the swimmer of the failed transaction and all payments to NJST from that swimmer may then be made only in cash or by money order.

d. For any ACH or credit card transaction that fails to go through (whether due to lack of funds, unauthorized transaction cancellation by the swimmer, or any other reason), for the first such failed transaction, the swimmer must pay to NJST the amount of the missed payment, via cash or money order, within one week from the date NJST notifies the swimmer of the failed transaction. If a swimmer has a second failed ACH or credit card transaction, NJST may immediately terminate the swimmer's ACH or credit card payment option and the swimmer then must pay to NJST the unpaid amount due to NJST, via cash or money order, within 30 days from the date NJST notifies the swimmer of the second failed transaction. Thereafter, the swimmer will not be eligible to use ACH or credit card payments for NJST payments and will be required to make all NJST payments via cash or money order.

e. NJST may submit past due payments of any type to collection agency proceedings. Swimmers shall be responsible for, and shall reimburse NJST for, all expenses incurred by NJST in connection with collection of such swimmer's past due payments.

f. If a swimmer leaves NJST with an unpaid balance, they will not be permitted to return to NJST until all amounts due, including late fees, have been paid in full.

VI. Refunds and Credits. ***Practice Fees, which are assessed by NJST on a full-Trimester basis, are non-refundable except under the following circumstances.***

- In the event of an extended swimmer illness (defined as an illness causing the swimmer to miss swim practice for 30 or more consecutive calendar days) or serious swimmer injury (defined as an injury causing the swimmer to miss swim practice for 30 or more consecutive calendar days), the prorated unused portion of the affected Trimester's Practice Fees will be refunded to the swimmer if, due to the illness or injury (1) the swimmer is unable to return to the sport of competitive swimming, or (2) the swimmer is unable to return to NJST swim practice prior to the time the swimmer will be leaving for college. In all other circumstances involving an extended swimmer illness or serious swimmer injury, the prorated unused portion of the affected Trimester's Practice Fees will be credited to future Practice Fees for the affected swimmer.

- If (a) a swimmer who lives within 15 miles of the George J. Meyers pool in Arvada (the “Facility”) moves to a new address which is 15 or more miles away from the Facility, or (b) a swimmer who lives 15 or more miles from the Facility moves to a new address which 15 or more miles further away from the Facility, the prorated unused portion of the affected Trimester’s Practice Fees will be refunded to the swimmer.
- If the swimmer is suspended by a Coach or the Board from participation in practices, competitions, and other team activities for more than one week pursuant to the NJST Discipline Policy, the prorated unused portion of the affected Trimester’s Practice Fees will be credited to future Practice Fees for the affected swimmer.
- If the swimmer membership in NJST is terminated by the Board, the prorated unused portion of the affected Trimester’s Practice Fees will be refunded to the swimmer.
- If the swimmer claims a vacation credit in accordance with Section III.C, above, the vacation credit will be credited as specified in that Section.

No other fees, charges, assessments, or other amounts paid to NJST (including swim meet fees) are refundable under any circumstances.

Effective February 10, 2016 (replaces and supersedes North Jeffco Swim Team Fee Payment Policy which was effective as of March 10, 2015)