

## **North Jeffco Swim Team Termination of Membership Procedures Policy**

The Colorado Revised Nonprofit Corporation Act permits Colorado nonprofit corporations to terminate a member's membership if allowed by the corporation's Bylaws. The Bylaws of North Jeffco Swim Team ("NJST") permit termination of the membership of an NJST member ("Member") under various circumstances, including for failure to pay dues and fees and under such other circumstances as may be set forth in policies adopted by the Board of Directors of NJST (the "Board"). Several NJST policies set forth circumstances under which a Member's membership may be terminated, including the NJST Registration Agreement and the Adult Member Code of Conduct. As with all of their actions, in making decisions concerning the termination of a Member's membership, each director will exercise such care as an ordinary prudent person in a like position would exercise under similar circumstances and will act in good faith and in a manner such director reasonably believes to be in the best interests of NJST.

The following provisions will apply in the event of a termination of a Member's membership ("Termination").

The Board, or any individual director acting at the Board's direction, will give notice of the Termination ("Notice") to the Member. The Notice shall be in writing and given (a) by personal delivery to any adult member of the Member, or (b) by certified mail or courier (e.g., Federal Express, UPS, DHL) sent to the last known address of the Member as shown in NJST's records. If NJST has an active email address for an adult member of the Member, a duplicate Notice may be emailed to the Member at such email address so long as Notice is also given by personal delivery, certified mail, or courier. The Notice will be effective and shall be deemed delivered (the "Notice Date") upon the earliest to occur of the following: (i) if given by personal delivery, on the date of the personal delivery, (ii) if given by certified mail or courier, on the date of receipt or delivery rejection, as reflected in the U.S. Post Office's or courier's delivery records, or (iii) if given by email, on the date that any Board member receives written confirmation, via email or otherwise, of receipt of the email by an adult member of the Member.

The Notice shall state the effective date of the Termination (the "Termination Date") and the reasons for the Termination. The Termination Date will be not less than 15 days after the Notice Date. The Notice also will advise the Member that they have an opportunity to be heard by the Board, orally or in writing, by meeting with the Board and/or providing a written response to the Board, in either case not less than 5 days prior to the Termination Date.

Notwithstanding the provisions set forth in the preceding paragraph, the Board may set the Termination Date to be less than 15 days after the Notice Date and/or provide the Member with an opportunity to be heard which is less than 5 days prior to the Termination Date if, after taking into consideration all of the relevant facts and circumstances, the Board determines that such shorter time period is fair and reasonable.

Notwithstanding any contrary provision in any other NJST policy or in any NJST governance document, the Board, in its sole, reasonable discretion, may refund to a terminated Member any or all amounts that such Member has already paid to NJST for the trimester during which Termination occurs. In making such refund decisions, the Board shall remain cognizant of NJST's obligations, as a 501(c)(3) tax-exempt organization, to treat all Members equally and fairly and shall strive to make consistent refund decisions for all Members who are terminated under similar circumstances.

*Effective as of October 8, 2013*