

# Contents

Amended and Restated Bylaws of North Jeffco Swim Team.....	1
Membership .....	10
For Parents of Swimmers Who Are 17 Years Old and Younger .....	11
For Swimmers Who Are 18 Years Old and Older .....	13
Adult Member Code of Conduct.....	14
"Ten Commandments for Parents of Athletic Children" .....	15
Anti-Bullying Policy .....	16
College and Visiting Swimmer Policy.....	17
Conflict of Interest Policy .....	18
Discipline Policy .....	20
Safety Action Plan and Information.....	23
Swimmer Code of Conduct.....	26
Termination of Membership Procedures Policy .....	28
Personal Information Policy.....	29
Model Policy: Action Plan to Address Bullying.....	30
Electronic Communication Policy of North Jeffco Swim Team.....	34
Minor Athlete Abuse Prevention Policy of North Jeffco Swim Team .....	36
Dues and Fees .....	43
Automated Clearing House (“ACH”) Payment Policy .....	44
Fees, Discounts, Payment, and Refund Policy.....	45
High School Swimmer Discount Policy .....	50
Other Activities Discount Policy .....	51
Volunteer Policy .....	52
Travel and Meet Expense Policy .....	53
Meets.....	55
Authorized Meet Policy .....	56
Chaperone Policy .....	57
Volunteer Liability Release and Indemnification Form.....	59
Hospitality Policy.....	60
Team Business .....	61
Document Destruction Guidelines .....	62
Reserve Policy .....	63
Equipment Rental Fees .....	64
Personnel Policy.....	65
Per Diem and Mileage Reimbursement Policy .....	69
Financial Policies .....	70

# Amended and Restated Bylaws of North Jeffco Swim Team

## **ARTICLE I NAME AND LOCATION**

The name of the corporation is North Jeffco Swim Team. The Team shall have and continuously maintain in the State of Colorado a registered office, and a registered agent whose office is identical with such registered office, as required by the Act. The address of the registered office may be changed from time to time by the Team as long as the proper filings are made with the Colorado Secretary of State. The principal office of the Team shall be the same as the address of its Secretary and the mailing address of the Team is Post Office Box 746396, Arvada, Colorado 80006.

## **ARTICLE II PURPOSE**

The Team does not contemplate pecuniary gain or profit to the Members thereof, and its principal purpose is to administer the affairs of the Team. The Team will operate as a year-around competitive swimming program which will enable the youth of the Team to progress from learn-to-swim programs into competitive swimming at the local, state and/or national levels in accordance with their respective abilities and desires. The Team will also engage in activities which are related to the furtherance of its principal purpose.

## **ARTICLE III OBJECTIVES**

Section 1: The Team shall strive for the improvement and promotion of competitive swimming in accordance with the swimming programs of United States Swimming, Inc. and, in particular, Colorado Swimming, Inc.

Section 2: The Team shall strive for the establishment and maintenance of a competitive swimming program that promotes good sportsmanship, physical and mental conditioning for competitive swimming, and team spirit.

Section 3: The Team shall strive to develop competitive swimmers for their respective mental, physical, and emotional betterment.

## **ARTICLE IV DEFINITIONS**

Section 1: "Act" shall mean and refer to the Colorado Revised Nonprofit Corporation Act and any successor law thereto.

Section 2: "Board" shall mean and refer to the Team's Board of Directors.

Section 3: "Member" shall mean and refer to (a) a family group, (b) a young adult, or (c) each of the Head Senior Coach and the Head Age Group Coach, entitled to membership in the Team as more fully set forth in Article V.

Section 4: "Member in Good Standing" shall mean and refer to one single individual over the age of 18 years of age from each Member, which Member, at the time in question, has paid all dues and fees then owing. As prescribed in various Sections of these Bylaws, entitlement to vote on all Member actions, and the determination of quorums, are based on Members in Good Standing.

Section 5: "Team" shall mean and refer to North Jeffco Swim Team and its successors and assigns.

Section 6: "Team Swimmer" shall mean and refer to a Member's child or ward who is participating in the Team's swimming program.

## ARTICLE V MEMBERSHIP

Section 1: Eligibility. The Team shall have three classes of Members: (a) family groups (parent(s)-child (Ren) or guardian(s)-child (ren)), (b) young adults, at least eighteen years of age, who join the Team in their own right, and (c) the Head Senior Coach and the Head Age Group Coach. Except as otherwise noted in these Bylaws, all Members shall have the same rights and obligations. Any family group or young adult is eligible to apply to be a Member of the Team. The Board may, by majority vote, deny membership to any family group or young adult applicant. Each of the Head Senior Coach and Head Age Group Coach shall be deemed to be Members in Good Standing, without the payment of any dues or fees, as long as he or she is employed by the Team as Head Senior Coach or Head Age Group Coach. Membership in the Team is not transferable or assignable.

Section 2: Status of a Team Swimmer. A child or ward of a Member or a young adult Member may obtain Team Swimmer status by demonstrating his or her swimming ability to the satisfaction of the coach of the swim practice group in which such Team Swimmer is to be placed. All Team Swimmers shall be attached to the Team in accordance with United States Swimming, Inc. regulations.

Section 3: Termination of a Team Swimmer Status. If the conduct of any Team Swimmer shall be found detrimental to the best interest of the Team, the Board may request his or her resignation or suspend or terminate his or her status as a Team Swimmer in accordance with such Team Swimmer Termination policies as may be adopted by the Board from time to time.

Section 4: Termination of a Membership. A membership may be terminated in one of three ways.

A Member may resign by submitting written notice to the Team but such resignation shall not relieve such Member of the obligation to pay any unpaid dues, fees, or other amounts due to the Team at the time of such resignation.

If any Member shall fail to pay such Member's dues and fees, as more fully explained in Article XIV, the Board may suspend or terminate such Member's membership.

Membership may be otherwise terminated in accordance with such Membership Termination policies as may be adopted by the Board from time to time.

Section 5: Reinstatement. A Team Swimmer status or a membership status that has been suspended or terminated may be reinstated by the Board upon approval of the Member's written request, upon such terms as the Board may deem appropriate.

Section 6: Privileges of Membership. A Member in Good Standing may hold office and may make motions, debate and vote in Team affairs at meetings of the Members in accordance with the applicable requirements for such actions as set forth in these Bylaws.

Section 7: Number of Votes. Each Member in Good Standing is entitled to only one vote on each matter submitted to a vote of the Members irrespective of the number of Team Swimmers comprising that membership.

## ARTICLE VI MEETING OF MEMBERS

Section 1: Annual Meetings. A regular annual meeting of the Members shall be held during September (or such other month as the Board may determine) of each year. At this meeting, the Members in Good Standing shall elect Board members, approve an annual budget, and transact such other business as may

come before the Members at such meeting.

Section 2: Special Meetings. Special meetings of the Members may be called at any time by the President, by the Board, or upon a signed and dated written request, stating the purpose(s) of such meeting, from not less than one-fourth of the Members in Good Standing.

Section 3: Notice of Meetings; Record Date. Written notices of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting and delivered personally, by mail, or by email to each Member not less than 10 nor more than 60 days before the date of such meeting. Notice shall be effective at the earliest of: (a) the date received, if given in person or via email, or (b) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first class postage affixed. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose(s) of the meeting. Notices of regular annual meetings shall include a description of any matters to be considered at such meeting if such matters must be approved by the Members in Good Standing or if the approval of the Members in Good Standing will be sought for the following: conflict of interest transactions, indemnification of a Director, amendment of Articles of Incorporation or Bylaws, merger, sale of property other than in the regular course of business, or dissolution of the Team. When giving notice of an annual, regular, or special meeting of Members, the Team shall give notice of a matter a Member intends to raise at the meeting if (i) the Team is requested in writing to do so by a person entitled to call a special meeting, and (ii) the request is received by the Secretary or President at least 10 days before the Team gives notice of the meeting.

Section 4: Quorum. One-tenth of the Members in Good Standing shall constitute a quorum for any action except as otherwise provided in these Bylaws. If, however, such a quorum shall not be present or represented at any meeting, a majority of the Members in Good Standing there present shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until such a quorum shall be present or be represented.

Section 5: Manner of Acting; Proxies. A majority of the votes entitled to be cast on a matter to be voted upon by Members in Good Standing, for which a quorum is present, shall be necessary for the adoption thereof unless a greater portion is required by law or these Bylaws. At any meeting of Members, a Member in Good Standing entitled to vote may vote by proxy in accordance with the Act.

Section 6: Informal Actions and Written Ballots. Any action which may be taken at a meeting of Members may be taken without a meeting in accordance with provisions of the Act. A vote on any action which may be taken at a meeting of Members may be taken without a meeting and by written ballot in accordance with provisions of the Act. Only Members in Good Standing as of the record date for such actions, as shown on a roster prepared at the direction of the Secretary, shall be entitled to vote by informal action or written ballot.

Section 7: Record Date; Roster of Members in Good Standing. The record date by which the Team may determine which Members are entitled to notice of meetings and which Members in Good Standing are entitled to vote on matters shall be set by the Board but such date may not be more than 70 days before the meeting or action date. The Secretary shall cause a roster listing all Members and all Members in Good Standing as of the record date to be prepared immediately prior to each Member meeting and kept at such meeting.

## **ARTICLE VII BOARD OF DIRECTORS: TERM OF OFFICE & COMMITTEES**

Section 1: Number. The Board, made up of nine Directors, shall manage the affairs of the Team. Seven of the Directors, who shall be elected at-large, must have been Members of the Team for not less than one

year and must be Members in Good Standing as of the record date for such election. The remaining two Director positions shall be standing positions which will be automatically held by the Head Senior Coach and the Head Age Group Coach. The Team shall strive for representation from each practice squad in filling the seven elected Director positions.

Section 2: Term of Office. The term of office for the seven elected Directors shall be two years, with four elected on even numbered years and three elected on odd numbered years. The two standing Director positions shall be held automatically by the then-acting Head Senior Coach and Head Age Group Coach for so long as such person fills such position.

Section 3: Removal; Vacancies. Any of the seven elected Directors may be removed from the Board, for cause only, by a vote of the Members in Good Standing in accordance with the Act. A Director may be so removed only if the number of votes cast to remove the Director would be sufficient to elect the Director at a meeting called for the purpose of electing Directors. In the event of death, resignation or removal of an elected Director, such Director's successor shall be selected by a majority vote of all remaining Directors, and shall serve for the unexpired term of his or her predecessor.

Section 4: Compensation. No Director shall receive, directly or indirectly, any salary, compensation or emolument from the Team; provided, however, that any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as a Director and any Director may receive reasonable set compensation solely in such individual's capacity as an employee or independent contractor of the Team for services actually rendered.

Section 5: Consecutive Terms. The same individual of a Member may not be on the Board for more than two consecutive two-year terms, except (a) for the Head Senior Coach and the Head Age Group Coach, who shall not be so limited, and (b) that the time served by any Member who is appointed by the Board to fill a Director's seat vacancy shall not count towards such Member's two consecutive two-year term limit.

#### **ARTICLE VIII NOMINATION AND ELECTION OF DIRECTORS**

Section 1: Nomination. Nominations for election to the Board may be made by a Nominating Committee, if the Board appoints such a committee, and may also be made by the Board or by individual Members prior to or from the floor at the annual regular meeting of Members. Only Members fulfilling the requirements set forth in Article VII, Section 1, shall be eligible for nomination.

Section 2: Election. At the annual election of Directors, each Member in Good Standing may cast one vote for each director seat to be filled. Cumulative voting is not permitted. That number of candidates equaling the number of directors to be elected, having the highest number of votes cast in favor of their election, shall be elected to the board of directors; provided, however, that if there are only the same number of nominees as there are seats to be filled, no Member vote shall be required and all nominees shall be deemed elected. If a Member vote is required, election shall be by secret written ballot which shall list the slate of candidates.

#### **ARTICLE IX MEETINGS OF DIRECTORS**

Section 1: Regular Meetings. A regular meeting of the Board shall be held, without other notice than these Bylaws, immediately after and at the same place as the annual regular meeting of the Members. Additional regular meetings of the Board shall be held monthly, or at such other interval as the Board may from time to time determine, at such place and hour as may be fixed from time to time by resolution of the Board. Notice of such additional meetings, stating the place, date, and hour of the meeting, shall be given to each Director at least two days' prior to the meeting either in person, by telephone, or by email.

Section 2: Special Meetings. Special meetings of the Board shall be held when called by the President or by any three Directors. Notice of such special meetings, stating the place, date, and hour of the meeting, shall be given to each Director at least two days' prior to the meeting either in person, by telephone, or by email.

Section 3: Quorum. A majority of the full Board shall constitute a quorum for the transaction of business. If less than a majority of Directors is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice.

Section 4: Manner of Acting; Proxies. Every act or decision done or made, after a quorum exists, shall be by a majority of the Directors present or otherwise taking such action except when a greater number is required by the Act or by these Bylaws. At any meeting of Directors, a Director entitled to vote may vote by proxy in accordance with the Act.

Section 5: Meetings by Telephone. The Board and any committee may hold meetings by means of conference telephone or similar communications equipment provided that all persons so participating in such meeting can hear each other at the same time.

Section 6: Informal Actions. Any action which may be taken at a meeting of Directors may be taken without a meeting if each and every Director in writing either (a) votes for such action, or (b) (i) votes against such action or abstains from voting, and (ii) waives the right to demand that action not be taken without a meeting. Action is taken under this Section only if the affirmative vote for such action equals or exceeds the minimum votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted. No action taken pursuant to this Section shall be effective unless writings describing the action taken and otherwise satisfying the requirements of this Section, signed by all Directors and not revoked as permitted by the Act, are received by the Team. Any such writing may be received by the Team by electronically transmitted facsimile or other form of wire or wireless communication providing the Team with a complete copy of the document, including a copy of the Director's signature on the document. Action taken pursuant to this Section shall be effective when the last writing necessary to effect the action is received by the Team unless the writings describing the action taken state a different effective date. Action taken pursuant to this Section has the same effect as action taken at a meeting of Directors. All signed written instruments necessary for any action taken pursuant to this Section shall be filed with the minutes of the meetings of the Board.

## **ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1: Powers. The Board shall have the power to:

Prescribe, within the stated purpose of the Team as set forth in these Bylaws, the scope of activities of the Team and adopt and publish rules and regulations pertaining thereto. Said rules and regulations must have the affirmative vote of a majority of the Board members present at a meeting, where a quorum exists, to become effective;

Suspend the voting rights of a Member and the right of that Member's Team Swimmer(s) to participate in the swimming program of the Team during the period in which such Member shall be in default in the payment of the dues and fees levied by the Team;

Exercise all powers, duties and authority vested in or delegated to the Board and not reserved to the membership by other provisions of these Bylaws;

Declare the office of a member of the Board to be vacant in the event such Director shall be absent without

being excused from three consecutive regular meetings of the Board;

Employ and terminate a Head Senior Coach and a Head Age Group Coach and, with input and guidance from the Head Senior Coach and Head Age Group Coach, other Team coaches, and such other employees as it deems necessary and to prescribe their duties and remuneration; and

Take all other actions which the Team has power to undertake as specified in the Act. No legally adopted rules or regulations or other decisions of the Board may be reversed by the Members except by a majority vote of all Members in Good Standing at a special meeting called for such purpose.

Section 2: Duties. It shall be the duty of the Board of Directors to, or to direct by Board resolution the appropriate officer or Team employee to:

Keep a complete record of all its acts and Team affairs and to present a statement thereof to the Members at the annual regular meeting of the Members, or at any special meeting when such a statement is requested in writing by one-fourth of the Members in Good Standing;

Negotiate agreements for pool facilities and other services as may from time-to-time become necessary or desirable for the Team;

Receive, investigate and take appropriate actions on grievances and complaints expressed in writing by Members, the Head Senior Coach, the Head Age Group Coach, the provider(s) of pool facilities, and others;

Supervise all agents and paid or volunteer employees of the Team, and see that their duties are properly performed;

Fix the amount of and collect fees and monthly or periodic dues;

If it deems appropriate, cause all officers or employees having fiscal responsibilities to be bonded;

Secure appropriate insurance;

Supervise, or designate one or more Members to act as Meet Director and supervise, home meet-related Team activities including the organization and conduct of swim meets. Meet Director(s) shall actively communicate and coordinate with, and act under the direct supervision of, the Board; and

Perform or cause to be performed all other duties as may be required in furtherance of the purpose and objectives of the Team.

## **ARTICLE XI OFFICERS AND THEIR DUTIES**

Section 1: Enumeration of Officers. The officers of the Team shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, each of whom shall at all times be Directors and together which shall constitute the Executive Committee, and such other officers as the Board may from time to time by resolution appoint.

Section 2: Special Appointments. The Board may elect such other officers as the affairs of the Team may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 3: Multiple Offices. A person may, in the Board's discretion, simultaneously hold more than one of

the offices enumerated in Section 1 of this Article.

Section 4: Officers Election and Term. The Directors shall elect the standing officers annually at the Board meeting held immediately after the annual regular Members meeting or as soon thereafter as reasonably possible. New offices and special appointments may be created and filled at any meeting of the Board

Section 5: Duties. The duties of the officers are as follows.

President. The President shall serve as the Chief Executive Officer; preside at all meetings of the Board; see that orders and resolutions of the Board are carried out; sign all written instruments; co-sign all promissory notes; and be an ex-officio member of all committees and chair the Executive Committee. Except as delegated to the Head Senior Coach and/or Head Age Group Coach, the President shall also serve as the principal spokesperson for the Team in coordinating and communicating Team affairs.

Vice President. The Team shall have one or more Vice Presidents. A Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act; receive, investigate or cause to be investigated as deemed necessary all grievances and complaints and report his or her findings and recommendations to the Board, and exercise and discharge such other duties as may be required of him or her by the Board. Two of the Vice President positions shall be standing positions which shall be automatically held by the Head Senior Coach and the Head Age Group Coach.

Secretary. The Secretary shall prepare and maintain minutes of the Directors' and Members' meetings and other non-financial records and information required to be kept by the Team under the Act; authenticate records of the Team; record the votes taken in all proceedings of the Board and of the Members; keep or direct the Team Manager to keep appropriate current records showing the Members, together with their addresses; supervise the establishment and maintenance of nonfinancial records on Team activities (excluding those records related to Team Swimmers' performance, which shall be kept by the coaches), and perform such other duties as required by the Board

Treasurer. The Treasurer shall, or shall cause the Team Manager under the Treasurer's supervision to, receive and deposit to appropriate bank accounts all monies of the Team and disburse such funds as directed by the Board or the President; co-sign all checks and promissory notes; establish and maintain proper books of account; prepare an annual budget and a statement of income and expenditures to be presented to the Members at the annual regular Members' meeting; and cause an annual audit of the books to be made each fiscal year or an annual review by an Audit Committee of not less than three Members who, satisfied that the Treasurer's annual report is correct, shall sign a statement of that fact at the end of the review.

Section 6: Compensation. No officer shall receive, directly or indirectly, any salary, compensation or emolument from the Team; provided, however, that any officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as an officer and any officer may receive reasonable set compensation solely in such individual's limited capacity as an employee or independent contractor of the Team for services actually rendered.

Section 7: Removal; Vacancies. Any officer elected or appointed by the Board may be removed by the Board at any time. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board for the unexpired portion of the term.

## **ARTICLE XII COMMITTEES**

Section 1: Executive Committee. The Executive Committee, made up of the President, the Vice Presidents,

the Secretary, and the Treasurer, shall conduct business necessary to sustain operation between the regular Board meetings.

Section 2: Other Committees. The Board may appoint other committees as deemed appropriate in carrying out its purposes. These may be either standing committees, such as the Executive Committee, or special committees, such as an Audit, Search, Communication, or Nominating committee.

Section 3: Committees of Directors. No committee shall have the authority of the Board in the management of the Team unless such committee meets all the requirements of a committee of directors as set forth in the Act.

Section 4: General. One member of each committee shall be appointed chairman by the persons authorized to appoint the members thereof. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee. The same rules described in these Bylaws regarding meetings, action without meeting, and notice similarly apply to the committees.

#### **ARTICLE XIII BOOKS AND RECORDS**

The Team shall keep such corporate, accounting, and other records as are required by the Act and other applicable law. The books, records and papers of the Team shall be subject to inspection by Members in accordance with the provisions of the Act.

#### **ARTICLE XIV DUES, FEES, AND INCOME**

Section 1: Dues. Each Member is obligated to pay dues, as established by the Board, to the Team in order to maintain a status of Member in Good Standing. If dues are not paid within 5 days after the due date, the Member may be declared, at the discretion of the Board, a non-Member and the Team Swimmer(s) of said non-Member barred from participation in the swimming program of the Team. Dues once paid may be refunded in accordance with such Dues Refund policies as may be adopted by the Board from time to time.

Section 2: Amount of Dues. The amount of the dues shall be fixed by majority vote of the full Board. The Board shall be empowered to change the dues from time to time as it deems necessary.

Section 3: Fees. Each Team Swimmer is obligated to pay his or her swim meet entry fees to the Team in order to maintain a status of Member in Good Standing.

Section 4: Other Income. Income the Team shall receive from authorized activities, contributions, or donations shall be accounted for by the Treasurer.

Section 5: Swimmer Support Fund. The Team may, at the discretion of the Board, maintain a Swimmer Support Fund for each Member. Additions to this fund shall be a percent of amounts raised by the Member in various fund raising activities. These activities and the percent shall be determined by the Board. Disbursement of these funds will be made only upon written request of an adult of the Member, and only for expenses actually incurred and which relate to the purposes and objectives of the Team. The Team will require that each Member maintaining a Swimmer Support Fund fill out all paperwork necessary in order for the Team to comply with tax and other laws applicable to any such Swimmer Support Fund.

## **ARTICLE XV EXPENDITURES**

Section 1: Primary Concerns. The Team shall provide for the necessary facilities, equipment, and manpower to carry out its swimming program.

Section 2: Additional Support. Within its resources, the Team may provide, at the discretion of the Board, financial assistance in sending its coach (es) to seminars, clinics and out-of-town meets.

Section 3: Authorization. Each of the President, the Treasurer, and either the Team Manager or, if there is no Team Manager, then one other Director is authorized to disburse the funds of the Team. In addition, the Board, in its discretion, may delegate such fund disbursement authority to other non-Board members. Each such individual having fund disbursement authority ("Authorized Bank Signor") shall have his or her signature on file at the financial institution(s) selected by the Board. Two signatures, either from two Authorized Bank Signors or from one Authorized Bank Signor and a second Director, are required on any Team check exceeding \$1,000.00.

## **ARTICLE XVI INDEMNIFICATION OF OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES**

To the extent permitted by the Act and any other applicable law, the Board may, and to the extent required by the Act or any other applicable law, the Board shall, indemnify any Director, officer, employee, or agent, or former Director, officer, employee, or agent, of the Team against liability and expenses incurred in connection with the holding of such position.

## **ARTICLE XVII AMENDMENTS**

These Bylaws may be amended, at a regular or special meeting of the Board, by a vote of one-half of all Directors unless: (a) the Act or the Articles of Incorporation reserve such power exclusively to the Members in whole or in part, (b) such amendment would fix a lesser or greater quorum requirement or a greater voting requirement for Members, or (c) such amendment would result in a change of the rights, privileges, preferences, restrictions, or conditions of the membership class as to voting, dissolution, redemption, or transfer by changing those rights with respect to another class, all of which amendments may be made only by the Members. The Members may amend the Bylaws even though the Bylaws may also be amended by the Board. In order for the Members to amend the Bylaws, Members representing at least one-fourth of the Members in Good Standing may propose an amendment to the Bylaws. One-fourth of the Members in Good Standing shall constitute a quorum for taking action on any such proposed amendment to the Bylaws. A majority of the votes entitled to be cast on such proposed amendment to the Bylaws, for which a quorum is present, shall be necessary for the adoption thereof, except that any such amendment that adds, changes, or deletes a lesser or a greater quorum requirement or a greater voting requirement shall meet the foregoing quorum and voting requirements or the quorum and/or voting requirement proposed to be adopted, whichever is greater.

## **ARTICLE XVIII MISCELLANEOUS**

Section 1: Conflicting Provisions. In the case of any conflict between these Bylaws and rules and regulations of the Board, the Bylaws shall control. In case of any conflict between these Bylaws and the Articles of Incorporation, the Articles shall control unless such provision in the Articles conflicts with the laws of the State of Colorado, in which case the laws of the State of Colorado or any other applicable law shall control. In case of any conflict between the Bylaws and the laws of the State of Colorado or any other applicable law, the laws of the State of Colorado or such other applicable law shall control.

Section 2: Fiscal Year. The Team's fiscal year shall begin on the first day of September and end on the last day of August of every year.

*Amended and Restated effective as of September 16, 2017.*

# Membership

## For Parents of Swimmers Who Are 17 Years Old and Younger

North Jeffco Swim Team ("NJST") uses email to communicate team information with its members. Email is the main form of communication. NJST does not sell or otherwise provide its members' email addresses to any third party.

As the parent or legal guardian of the minor swimmer for whom this NJST registration is being completed ("my Swimmer"), I authorize each of the NJST coaches and, if my Swimmer is on an NJST travel trip with chaperones, each of the NJST chaperones (each such NJST coach and chaperone, an "NJST Representative") to provide to my Swimmer any first aid treatment which the NJST Representative is trained and certified to provide, and to seek, obtain, and approve for my Swimmer any other first aid, emergency medical treatment, and other medical treatment (including surgery) as the NJST Representative may deem reasonable and necessary under the circumstances. I will be financially responsible for any hospital, physician, dentist, ambulance, and similar fees and charges, as well as all expenses incurred in connection therewith, for the provision of any such medical treatment to my Swimmer. I will indemnify NJST, its officers and directors, and the NJST Representatives for any such fees, charges, and expenses incurred by them in connection with the provision of such medical treatment to my Swimmer. I understand that if (1) I wish to impose any specific limitations on or prohibitions regarding medical treatment for my Swimmer, (2) my Swimmer is taking any prescription or non-prescription drugs which medical personnel should be aware of if my Swimmer needs first aid or other medical treatment, or (3) my Swimmer has any allergies which NJST coaches or any medical personnel should be aware of, I must communicate those in writing to my Swimmer's coach and to NJST's President.

I authorize my Swimmer to practice and compete with NJST and otherwise participate in NJST team activities, including travel trips, home meets, non-travel away meets, team practices, and official NJST parties and meetings (collectively, the "Activities"). I understand that participation in training, swimming, and related activities (including travel to and from activity sites) involves certain risks, including but not limited to the risk of physical injury. In consideration of my Swimmer being allowed to participate in the Activities, on behalf of myself, my spouse, and my Swimmer, I hereby (a) assume all risks and dangers related to my Swimmer participating in the Activities, (b) unconditionally waive, release, and discharge NJST, its officers, directors, employees, and all other individuals, including NJST volunteers, and entities assisting NJST with the Activities (collectively, "Releasee") from any and all claims related to any injury, damage, or other liability (including costs and expenses) that may be sustained by my Swimmer in connection with such participation, and (c) covenant not to sue any Releasee for any such injury, damage, or liability (including costs and expenses); provided, however, that the foregoing shall not apply to any risks, dangers, injuries, damages, or liabilities to the extent caused by the negligence or willful misconduct of a Releasee.

I authorize NJST to use, reproduce, and publish photographs and video that pertain to my Swimmer, including my Swimmer's image, likeness and voice, without compensation, in any and all of its publications and recruitment materials and for other related endeavors, including posting the same on NJST's Internet web page. I understand and agree that all such materials are and will remain the property of NJST. In consideration of my Swimmer being allowed to participate in the Activities, on behalf of myself, my spouse, and my Swimmer, I hereby waive any right to royalties or other compensation arising or related to NJST's use of such materials.

I will ensure that my Swimmer reads the Swimmer Code of Conduct, a copy of which is posted on the NJST website, and complies with the same while participating in any NJST Activities. I will read and comply with the Adult Member Code of Conduct, a copy of which is posted on the NJST website. In addition, I understand and agree that (i) NJST members are required to comply with all other NJST policies that are applicable to NJST members and that such compliance is a condition of my family's membership in NJST, and (ii) the Board of Directors of NJST, at any time and in its sole discretion, may revise the Swimmer Code of

Conduct, the Adult Member Code of Conduct, and any NJST policy and also may adopt and implement new codes and policies, and that it is my responsibility to periodically check the NJST website for any such revisions and additions and review and comply with the same.

## For Swimmers Who Are 18 Years Old and Older

North Jeffco Swim Team ("NJST") uses email to communicate team information with its members. Email is the main form of communication. NJST does not sell or otherwise provide its members' email addresses to any third party.

As a swimmer with North Jeffco Swim Team ("NJST"), I authorize each of the NJST coaches and, if I am on an NJST travel trip with chaperones, each of the NJST chaperones (each such NJST coach and chaperone, an "NJST Representative") to provide to me any first aid treatment which the NJST Representative is trained and certified to provide, and to seek, obtain, and approve for me any other first aid, emergency medical treatment, and other medical treatment (including surgery) as the NJST Representative may deem reasonable and necessary under the circumstances. I will be financially responsible for any hospital, physician, dentist, ambulance, and similar fees and charges, as well as all expenses incurred in connection therewith, for the provision of any such medical treatment to me. I will indemnify NJST, its officers and directors, and the NJST Representatives for any such fees, charges, and expenses incurred by them in connection with the provision of such medical treatment to me. I understand that if (1) I wish to impose any specific limitations on or prohibitions regarding my medical treatment, (2) I am taking any prescription or non-prescription drugs which medical personnel should be aware of if I need first aid or other medical treatment, or (3) I have any allergies which NJST coaches or any medical personnel should be aware of, I must communicate those in writing to my coach and to NJST's President.

I plan to practice and compete with NJST and otherwise participate in NJST team activities, including travel trips, home meets, non-travel away meets, team practices, and official NJST parties and meetings (collectively, the "Activities"). I understand that participation in training, swimming, and related activities (including travel to and from activity sites) involves certain risks, including but not limited to the risk of physical injury. In consideration of being allowed to participate in the Activities, I hereby (a) assume all risks and dangers related to my participation in the Activities, (b) unconditionally waive, release, and discharge NJST, its officers, directors, employees, and all other individuals, including NJST volunteers, and entities assisting NJST with the Activities (collectively, "Releasees") from any and all claims related to any injury, damage, or other liability (including costs and expenses) that may be sustained by me in connection with such participation, and (c) covenant not to sue any Releasee for any such injury, damage, or liability (including costs and expenses); provided, however, that the foregoing shall not apply to any risks, dangers, injuries, damages, or liabilities to the extent caused by the negligence or willful misconduct of a Releasee.

I authorize NJST to use, reproduce, and publish photographs and video that pertain to me, including my image, likeness and voice, without compensation, in any and all of its publications and recruitment materials and for other related endeavors, including posting the same on NJST's Internet web page. I understand and agree that all such materials are and will remain the property of NJST. In consideration of being allowed to participate in the Activities, I hereby waive any right to royalties or other compensation arising or related to NJST's use of such materials.

I will read and comply with the Swimmer Code of Conduct and with the Adult Member Code of Conduct, copies of which are posted on the NJST website. In addition, I understand and agree that (i) NJST members are required to comply with all other NJST policies that are applicable to NJST members and that such compliance is a condition of my membership in NJST, and (ii) the Board of Directors of NJST, at any time and in its sole discretion, may revise the Swimmer Code of Conduct, the Adult Member Code of Conduct, and any NJST policy and also may adopt and implement new codes and policies, and that it is my responsibility to periodically check the NJST website for any such revisions and additions and review and comply with the same.

## Adult Member Code of Conduct

The Board of Directors (the “Board”) of North Jeffco Swim Team (“NJST”) has established the following terms and conditions, in accordance with NJST’s Bylaws, in order to maintain a financially sound and competitive swim team. NJST swimmers who are over the age of 17 (“Adult Swimmers”) and parents of minor NJST swimmers (“Parents”) (collectively, Adult Swimmers and Parents are “Members”) are required to adhere to the following rules.

1. NJST operates in accordance with its Articles of Incorporation, Bylaws, and the policies established thereunder by the Board (“Governing Documents”). If a Member’s conduct is determined by the Board to be detrimental to the best interests of NJST or otherwise not in compliance with the Governing Documents then, among other possible consequences, such Member’s membership in NJST may be subject to suspension or termination in accordance with the Governing Documents.
2. NJST is a professionally-coached, coach-parent run organization. All Parents are expected to be active in the operation of NJST.
3. Parents are responsible for the supervision of their swimmers at all times during any travel trips, home meets, non-travel away meets, team practices, and official NJST parties and meetings except for those travel meets for which NJST provides one or more NJST chaperones for swimmers (collectively, “Activities”). If a Parent allows his or her swimmer to attend any Activity without a parent or guardian, or if a Parent arranges for another swimmer’s family to supervise his or her swimmer at any Activity, NJST (including its coaches, directors, officers, employees, and volunteers) has no duty to supervise such swimmer at such Activity. Adult Swimmers are responsible for their own behavior during all Activities.
4. Parents are responsible for the transportation of their swimmers to and from the designated departure and return locations for all NJST-chaperoned travel meets. If a Parent allows his or her swimmer to drive to or from, or to ride with another swimmer or another swimmer’s family to or from, any such location, NJST (including its coaches, directors, officers, employees, and volunteers) has no duty to or other responsibility for such swimmer before he or she meets the NJST chaperone at the departure location or after he or she leaves the NJST chaperone at the Denver return location. Adult Swimmers are responsible for themselves with respect to all aspects of transportation to and from designated departure and return locations for all NJST-chaperoned travel meets.
5. Members shall not possess or use alcohol, tobacco products, controlled substances (other than those for which such Member has a current doctor’s prescription), or weapons (other than possession of weapons for which such Member currently holds a valid permit and the possession of which, at the Activity, is a requirement of such Member’s government law enforcement job) while at any Activity.
6. Members will show proper respect, sportsmanship, and courtesy to all coaches, officials, administrators, competitors, chaperones, parents, and spectators, will behave in a manner that presents a positive image of NJST and Colorado Swimming, Inc., and will strive to promote an atmosphere of friendly competitive swimming.
7. NJST supports the tenants set forth in the “Ten Commandments for Parents of Athletic Children,” a copy of which is posted on the NJST website. Parents will strive to adhere to the guidelines set forth in that document.

*Effective April 10, 2012.*

## "Ten Commandments for Parents of Athletic Children"

1. Make sure that your child knows that win or lose, scared or heroic -- you love them, appreciate their efforts and are not disappointed in them. This will allow them to do their best without fear of failure. Be the person in their life they can look to for constant positive enforcement.
2. Try your best to be completely honest about your child's athletic capability, their competitive attitude, their sportsmanship and their actual skill level.
3. Be helpful but don't coach them on the way to the rink, pool, court or track or on the way back or at breakfast, or at dinner, and so on. It is tough not to do this, but it is a lot tougher for the child to be inundated with advice, pep talks and critical instruction.
4. Teach your young athlete to enjoy the thrill of competition, to be "out there trying", to be working to improve their skills and attitudes. Help them to develop the feel for competing, for trying hard and for having fun. Doing their best is all we really can expect.
5. Try not to relive your athletic life through your child in a way that creates pressure. Remember that you occasionally stumbled, you were frightened, you backed off at times, you were not always heroic and you lost as well as won. Don't pressure them because of your pride.
6. Don't compete with the coach. If the coach becomes an authority figure, the competition can run from enchantment to disenchantment or even worse with your young athlete. The confusion that the child athlete could carry away from this competition may very well last for the length of the child's athletic career.
7. Remember that while you have but one coach to be concerned about, the coach has many, many athletes and parents. What seems to be life or death to you or your athlete may not be to the coach.
8. Get to know the coach so that you can be assured that his/her philosophy, attitudes, ethics and knowledge are such that you are happy and that you trust to have your child under his/her leadership. Also so that when you have a concern or question you will find it easier and more comfortable approaching them.
9. Always remember that children tend to exaggerate both when praised and when criticized. Always temper your reaction and investigate before over-reacting.
10. Don't compare the skill, courage or attitude of your child with other members of the team, at least not within his/her hearing. Make a point of understanding courage, and the fact that it is relative. Some of us can climb mountains, and are afraid to fight. Some of us will fight, but turn to jelly if a bumblebee approaches. Everyone is frightened in certain areas. Explain that courage is not the absence of fear, but a means of doing something in spite of fear or discomfort.

Athletic children need their parents so you must not withdraw. Just remember there is a thinking, feeling, sensitive free spirit out there trying and competing that needs a lot of understanding, especially when his world turns bad. If they are comfortable with you -- win or lose -- they are on their way to maximum achievement and enjoyment.

The job of the parent of an athletic child is a tough one, and it takes a lot of effort to do it well. It is worth all the effort to do it well. It is worth all the effort when you hear your youngster say, "My parents really helped -- I was lucky.

## Anti-Bullying Policy

North Jeffco Swim Team (“NJST”) is committed to providing a safe, caring, and friendly environment for all of its members, whether swimmer, parent, or employee (“NJST Members”). Accordingly, bullying is unacceptable at any NJST function, including practices, swim meets, travel trips, and NJST-sponsored social events (“NJST Activities”).

“Bullying” is the severe or repeated use by any NJST Member of any oral, written, electronic, or other technological expression, image, sound, data, or intelligence of any nature (regardless of the method of transmission), or any physical act or gesture, or any combination thereof, directed at any other NJST Member and which, to a reasonably objective person, has the effect of:

- causing physical or emotional harm to the other NJST Member or damage to the other NJST Member’s property;
- placing the other NJST Member in reasonable fear of bodily harm or of damage to his or her property;
- creating a hostile environment for the other NJST Member at any NJST Activity;
- infringing on the rights of the other NJST Member at any NJST Activity; or
- materially and substantially disrupting the orderly operation of any NJST Activity.

Any adult NJST Member who witnesses bullying is encouraged to stop the bullying, using the following steps:

- Intervene immediately, if he or she feels safe doing so, obtaining the help of another adult if circumstances so warrant.
- Separate the NJST Members involved in the incident.
- Make sure everyone is safe.
- Meet any immediate medical needs.
- Stay calm and model respectful behavior while intervening.
- Report the incident to an NJST coach or member of the NJST Board of Directors (“Board”).

Any NJST Member who feels that he or she has been bullied is asked to do the following, as soon after the bullying incident as possible:

- First, talk to his or her parents, if he or she is a minor.
- Second, talk or write an email to an NJST coach or Board member.
- Third, if his or her concerns are not adequately addressed by the NJST coach or Board member within a reasonable time period, make a report to the USA Swimming Safe Sport staff.

Once a bullying incident has been reported to an NJST coach or Board member, that individual shall report the incident to the Board. The Board shall then oversee the investigation of, and any appropriate follow up actions with respect, to the incident, following the procedures set forth in the USA Swimming Model Action Plan to Address Bullying, a copy of which is posted on NJST’s website.

*Effective November 5, 2013*

## College and Visiting Swimmer Policy

Swimmers who are in college may practice, at no charge, with North Jeffco Swim Team (“NJST”) for short periods of time (not to exceed three weeks for each such period) during such swimmers’ short school breaks (e.g., holidays and spring break but not summer break). Swimmers who are members of non-Denver area USA Swimming swim teams, and are visiting the Denver area, may practice at no charge with NJST during their visit to Denver (not to exceed three weeks for each such visit). **All such college swimmers and visiting swimmers must either provide NJST with proof of their current USA Swimming, Inc. membership or submit a completed USA Swimming, Inc. registration form to NJST before they may practice with NJST. This is essential for team liability insurance.**

### Summer College Swimming

Swimmers who are in college and swim with NJST **only** during the third trimester (summer) will receive a discount off of their swim practice fees. Swimmers who are in college and swim with NJST during the first and/or second trimesters (fall and spring) in addition to the third trimester (summer) will be considered full-time NJST swimmers and will not receive any discount off of their swim practice fees for any trimester.

College swimmers can swim in May, June, and July as long as they have paid the monthly fee. The monthly fee will be charged at the time of registration and on the first of each month after that with the final payment on July 1st. Members must notify the NJST bookkeeper a week before the first of the month if they do not plan to swim the following month. May fees can be prorated for the month. June and July require a full month commitment. Monthly fees include USA Swimming seasonal registration. If the swimmer plans to swim in a championship meet, they must have a year round USA Swimming registration which will be charged as an additional fee to the member’s account.

Group: Monthly Fee

Blue: \$145

Orange: \$125

Green: \$105

*Effective September 21, 2018 (replaces and supersedes North Jeffco Swim Team College and Visiting Swimmer Policy dated effective as of December 16, 2015).*

## Conflict of Interest Policy

A conflict of interest arises when a person in a position of authority over an organization, such as a director, officer, or manager, may benefit personally from a decision he or she could make. A conflict of interest policy consists of a set of procedures to follow to avoid the possibility that those in positions of authority over an organization may receive an inappropriate benefit. The purpose of this Conflict of Interest Policy is to protect the interests of this tax-exempt organization ("NJST") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of NJST or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal conflict of interest laws which are applicable to nonprofit and charitable organizations.

Any director, officer, or member of a committee with Board of Director delegated powers ("Committee"), who has a direct or indirect financial interest, as defined below, is an "interested person." A person has a financial interest if the person has, directly or indirectly, through business, investment, or family: (a) an ownership or investment interest in any entity with which NJST has a transaction or arrangement; (b) a compensation arrangement with NJST or with any entity or individual with which NJST has a transaction or arrangement; or (c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which NJST is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. As set forth below, a person who has a financial interest may have a conflict of interest only if the Board of Directors ("Board") or Committee, as applicable, decides that a conflict of interest exists.

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board or Committee, as applicable, considering the proposed transaction or arrangement. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Committee members shall decide if a conflict of interest exists.

An interested person may make a presentation at the Board or Committee meeting but, after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest. The chairperson of the Board or Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement. After exercising due diligence, the Board or Committee shall determine whether NJST can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in NJST's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

If the Board or Committee has reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, it shall inform the interested person of the basis for such belief and afford him/her an opportunity to explain the alleged failure to disclose. If, after hearing the interested person's response and after making further investigation as warranted by the circumstances, the Board or Committee determines the interested person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

The minutes of the Board or Committee, as applicable, shall contain: (a) the names of the interested person who disclosed or otherwise was found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or Committee's decision as to whether a conflict of interest in fact existed; and (b) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

A voting member of the Board who receives compensation, directly or indirectly, from NJST for services is precluded from voting on matters pertaining to that member's compensation. A voting member of any Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from NJST for services is precluded from voting on matters pertaining to that member's compensation. No voting member of the Board or any Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from NJST, either individually or collectively, is prohibited from providing information to the Board or any Committee regarding compensation.

Each director, officer and member of a Committee shall sign a statement annually which affirms that such person: (a) has received a copy of this Conflict of Interest Policy; (b) has read and understands the policy; (c) has agreed to comply with the policy; and (d) understands that NJST is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

To ensure NJST operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects: (a) whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and (b) whether partnerships, joint ventures, and arrangements with management organizations conform to NJST's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction. When conducting such periodic reviews, NJST may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

*Effective February 10, 2009*

## Discipline Policy

It is a violation of North Jeffco Swim Team ("NJST") policy for a swimmer to do any of the following while on an NJST chaperoned travel trip (a "Travel Trip") or at any other NJST function (including home meets, non-travel away meets, team practices, and official NJST parties and meetings), in each case, irregardless of whether the swimmer is 18 years of age or older (each, a "Violation"):

- be present in the hotel room of anyone of the opposite gender (other than the hotel room of the swimmer's parent/guardian) or allowing anyone of the opposite gender (other than an NJST coach, NJST chaperone, or the swimmer's parent/guardian) to be in the swimmer's hotel room unless in accordance with the guidelines set forth in the Swimmer Code of Conduct,
  - use or possess, or attempt to purchase, alcohol, tobacco products, controlled substances (other than the swimmer's own prescription medications), or weapons (including guns, knives, and martial arts weapons),
  - abuse over-the-counter medications,
  - participate in any illegal activity not specifically covered by another provision of this paragraph, including shoplifting or other theft, vandalism, and use of a fake identification card,
  - be present in a bar, liquor store, strip club, adult entertainment venue, or any other establishment with a minimum legal admittance age of 18 or above,
  - participate in any gambling activity, whether in person or electronically (for purposes of this policy, purchasing and redeeming lottery tickets will not be deemed "gambling"),
  - possess, view, listen to, or attempt to purchase, view, or listen to any pornographic material, including audio materials, hard copies, and electronic materials (e.g., via a cell phone, iPod, computer, or any other similar electronic device),
  - create, view, or share with or electronically send to others any inappropriate sexual images of the swimmer or of any other person (i.e., "sexting"),
  - engage in consensual sexual conduct with another person (for purposes of this policy, holding hands, hugging, and kissing will not be deemed "sexual conduct"),
  - engage in any behavior which would constitute unlawful sexual behavior under the laws of the State of Colorado or of the state in which the behavior occurs, including sexual assault, unlawful sexual contact, indecent exposure, and public indecency ("Unlawful Sexual Behavior").
- A. If a swimmer commits any Violation while on a Travel Trip, the consequences will be as follows:
1. For a first-time Violation of any type:
    - a. The swimmer will not be allowed to participate in any Travel Trip for one year from the date of the Violation unless the swimmer travels separately from the rest of the team with an adult chaperone (who cannot be one of the NJST chaperones for that Travel Trip or an NJST coach) who will be solely responsible for the swimmer at all times during the Travel Trip. For purposes of this policy, "travel separately with" means fly, drive, room (with no other swimmers other than family members), and eat with the adult chaperone. The swimmer will be allowed contact with the team only while at the pool for practices and competition. It is preferable for the swimmer and chaperone to fly on different flights and stay at a different hotel than the rest of the team. However, if the swimmer is on the same flight(s) and/or staying at the same hotel as the rest of the team, the swimmer will not be allowed contact with any team members during travel or while at the hotel. Any such contact which is deemed by an NJST coach or chaperone on the trip to be purposeful and willful (as opposed to accidental) may be deemed by the NJST Board of Directors (the "Board"), at its discretion, a "Violation" under this Policy.

- b. If the swimmer does not have a full year left with NJST because he or she will be leaving for college during that time period, then in addition to the consequence set forth in a., above, then after the date that the swimmer leaves for college, the swimmer will not be allowed to practice or compete with NJST during school breaks (e.g., holidays, spring break, summer break) for one year after the date of the Violation.
- c. Within two months after the date of the Violation, the swimmer will provide written and verbal apologies to the Board and the swimmer's parents, to the coaches and chaperone who went on the Travel Trip at which the Violation occurred, and to all members (whether they went on that Travel Trip or not) of the swim practice groups that were represented by swimmers on that Travel Trip. The apology is to be given individually by the swimmer (i.e., not a group apology by all swimmers involved in a single incident).
- d. The swimmer will perform not less than 12 community service hours within the four months following the date of the Violation. At the discretion of the swimmer's coach, up to four of those hours may consist of working at an NJST home meet during the younger swimmers' sessions, so long as such meet takes place within four months of the date of the Violation. The activit(y)(ies) to be performed to fulfill all other service hours to NJST will be set by the Board, at its discretion.
- e. In addition to the above consequences, if the swimmer is caught committing the Violation while still on the Travel Trip, the swimmer's parents/guardians will be called and the swimmer will be held out of the remainder of the meet and sent home immediately at the swimmer's family's expense.
- f. The swimmer and the swimmer's parents/guardians will be notified in writing by a Board member that if there is a second Violation of any type by the swimmer, the swimmer will be permanently expelled from the team.

Failure by the swimmer to comply with any of the consequences set forth in a. - d., above, will be deemed a second Violation (see A.2., below).

If, in a single incident, the swimmer commits two or more Violations (e.g., drinks alcohol while in a room with swimmers of the opposite gender), the consequences set forth in this Section A.1 will apply. If a swimmer is found to have committed multiple types of Violations spanning different time frames while on a single Travel Trip, all Violations after the first may be deemed by the Board, at its discretion, a second Violation (see A.2., below).

- 2. For a second Violation of any type (whether or not of the same type as the first Violation), the swimmer will be permanently expelled from the team.
- B. Notwithstanding the consequences for a first Violation set forth in A.1, above, NJST reserves the right (1) to impose more severe consequences, including immediate and permanent expulsion from the team, for a first Violation which is deemed by the Board, at its discretion, to be too serious to be dealt with under this policy (including any Violation which involves Unlawful Sexual Behavior or any other criminal activity), and (2) to not impose any one or more of the consequences set forth in A.1 where the Board determines, using its good faith reasonable judgment, that imposing such consequence(s) (a) may expose the swimmer accused of the Violation and/or other NJST swimmers to additional mental or physical harm, or (b) may interfere with or have other unintended consequences in connection with a police investigation related to the Violation.
- C. For a Violation while at any NJST function other than a Travel Trip, and for a breach of any NJST policy

other than a Violation, whether on a Travel Trip or at any other NJST function, appropriate consequences will be decided upon by the swimmer's coach and/or the Board; provided, however, that any such Violation which involves Unlawful Sexual Behavior or any other criminal activity, will be decided upon by the Board.

*Effective November 5, 2014 (replaces and supersedes North Jeffco Swim Team Discipline Policy which was adopted effective as of February 1, 2010)*

## Safety Action Plan and Information

### **Daily Activities**

North Jeffco Swim Team (“NJST”) swimmers, parents and guests are to follow all North Jeffco Parks and Recreation (“NJP&R”) rules and regulations when on NJP&R property.

NJST swimmers, parents and guests are to follow all USA Swimming rules and regulations when performing an activity associated with NJST.

NJST’s coaches are to know and enforce all USA Swimming rules and regulations when conducting business for NJST and all NJP&R rules and regulations when on NJP&R property.

NJST coaches, every time upon entering the swim facility, are to note where the emergency equipment is located and where the first aid supplies are kept.

The Head Senior Coach and Head Age Group Coach are the designated spokespersons for NJST regarding any emergency. All information to the public or team members is to be disseminated through them.

### **Emergency Contact Phone Numbers**

Kim Maxey, NJP&R Aquatics Director	work 303-403-2514
Poison Control	1-800-222-1222
Non-emergency Police	303-277-0211

### **Closest Hospital**

Lutheran Medical Center  
8300 West 38<sup>th</sup> Avenue  
Wheat Ridge, Colorado 80033  
303-425-4500

### **Emergencies**

In the event of an emergency situation at a pool facility, NJST coaches are to follow the instructions of the pool facility’s aquatics staff members **and, in addition**, take any additional actions, including those set forth below, which the coach deems necessary for the protection of the health and safety of NJST swimmers, staff, and/or the general public.

#### Weather Emergency

1. Notify aquatics staff.
2. Clear the deck and/or building, if appropriate, and send swimmers and NJST staff to a safe location according to the weather emergency (for example, to the locker rooms for a tornado or severe lightning).
3. Supervise swimmers and keep everyone calm.
4. Fill out any necessary reports and send them to USA Swimming if required.
5. Review safety action plan and make changes if appropriate.
6. Organize NJST staff/swimmer debriefing and counseling if necessary.

#### Fire & Chemical Emergency

1. Clear the building and take swimmers and NJST staff to the far side of the parking lot.
2. Notify aquatics staff and call 911.
3. Supervise swimmers and keep everyone calm.

4. If false alarm, send everyone back in the building.
5. If not false alarm, contact swimmers' parents to pick up swimmers.
6. Fill out any necessary reports and send them to USA Swimming if required.
7. Review safety action plan and make changes if appropriate.
8. Organize NJST staff/swimmer debriefing and counseling if necessary.

#### Facility Emergency (not fire or chemical)

1. Clear the building and take swimmers and NJST staff to the far side of the parking lot.
2. Notify aquatics staff and call 911.
3. Contact swimmers' parents to pick up swimmers.
4. Supervise swimmers and keep everyone calm.
5. Fill out any necessary reports and send them to USA Swimming if required.
6. Review safety action plan and make changes if appropriate.
7. Organize NJST staff/swimmer debriefing and counseling if necessary.

#### Incident Emergency

1. Assess the situation and, if it is safe, notify aquatics staff and deal with the problem without interruption of swimmers.
2. If the situation is not safe, clear the pool or building, as appropriate, and send swimmers and NJST staff to a safe location away from the incident.
  - a. Notify aquatics staff and call 911.
  - b. Supervise swimmers and keep everyone calm.
  - c. If incident is long-lasting, contact swimmers' parents to pick up swimmers.
3. Fill out any necessary reports and send them to USA Swimming if required.
4. Review safety action plan and make changes if appropriate.
5. Organize NJST staff/swimmer debriefing and counseling if necessary.

#### Drowning Emergency

1. If victim is active, notify aquatics staff and supervise swimmers but continue normally.
2. If victim is passive, notify aquatics staff and call 911.
  - a. Clear the pool and send swimmers to a location away from the incident.
  - b. Supervise swimmers and keep everyone calm.
3. Coaches with appropriate medical training should provide aquatics staff with assistance if requested (for example, CPR or Rescue Breathing).
4. Meet ambulance and direct to emergency location.
5. Fill out any necessary reports and send them to USA Swimming if required.
6. Review safety action plan and make changes if appropriate.
7. Organize NJST staff/swimmer debriefing and counseling if necessary.

#### **Other Medical (non-drowning) Emergency**

1. Notify aquatics staff and call 911.
2. Clear the pool and send swimmers to a location away from the incident.
3. Supervise swimmers and keep everyone calm.
4. Coaches with appropriate medical training should provide aquatics staff with assistance if requested.
5. Meet ambulance and direct to emergency location.
6. Fill out any necessary reports and send them to USA Swimming if required.
7. Review safety action plan and make changes if appropriate.

8. Organize NJST staff/swimmer debriefing and counseling if necessary.

### **When Contacting 911**

1. Dial 911
2. Tell EMS of the emergency with a brief description.
3. Give the location of the facility if requested (7900 Carr Drive, Arvada).
4. Stay on the phone with the EMS personnel until they say it is ok to hang up.

### **Staff Certifications**

Head Senior Coach: Brett Stoyell

Check coach's certification for expiration dates.

Head Age Group Coach: Carmen Babcock

Check coach's certification for expiration dates.

Assistant Coach: Ashley Cully-Strickland

Check coach's certification for expiration dates.

Assistant Coach: Gayle Schurz

Check coach's certification for expiration dates.

Assistant Coach: Troy Buglio

Check coach's certification for expiration dates.

Assistant Coach: Michael Simerman

Check coach's certification for expiration dates.

*Prepared by North Jeffco Swim Team's Safety Chairman, January 2008.*

## Swimmer Code of Conduct

All North Jeffco Swim Team ("NJST") swimmers are required to comply with the following rules while participating in any NJST function (including travel trips, home meets, non-travel away meets, team practices, and official NJST parties and meetings) (collectively, "Activities").

1. When participating in or otherwise present at any Activity:
  - a. Swimmers will show proper respect, sportsmanship, and courtesy to all coaches, officials, administrators, competitors, chaperones, parents, and spectators. Swimmers will behave in a manner that presents a positive image of NJST and Colorado Swimming, Inc. and will strive to promote an atmosphere of friendly competitive swimming.
  - b. If uniform requirements are established for any Activity, swimmers will comply with such requirements.
  - c. Swimmers will not:
    - i. use or possess, or attempt to purchase, alcohol, tobacco products, controlled substances (other than the swimmer's own prescription medications), or weapons (including guns, knives, and martial arts weapons),
    - ii. abuse over-the-counter medications,
    - iii. participate in any illegal activity, including shoplifting or other theft, vandalism, and use of a fake identification card,
    - iv. be present in a bar, liquor store, strip club, adult entertainment venue, or any other establishment with a minimum legal admittance age of 18 or above,
    - v. participate in any gambling activity, whether in person or electronically,
    - vi. possess, view, listen to, or attempt to purchase, view, or listen to any pornographic material, including audio materials, hard copies, and electronic materials (e.g., via a cell phone, iPod, computer, or any other similar electronic device),
    - vii. create, view, or share with or electronically send to others any inappropriate sexual images of the swimmer or of any other person (i.e., "sexting"), or
    - viii. engage in consensual sexual conduct with another person (for purposes of this policy, holding hands, hugging, and kissing will not be deemed "sexual conduct").
2. When participating in an Activity involving a team trip for which an NJST chaperone is assigned to a swimmer, all swimmers will:
  - a. follow the directions given to him or her by NJST coaches and NJST chaperones,
  - b. pick up and properly dispose of all trash from his or her hotel room before departure from the hotel each day,
  - c. not incur any additional hotel costs (such as phone charges, movie rentals, room service, or mini bar usage),
  - d. not allow anyone of the opposite gender (other than an NJST coach, NJST chaperone, or the swimmer's parent/guardian) to be present in his or her hotel room unless authorized and supervised by an NJST chaperone or coach, and will not go into the hotel room of anyone of the opposite gender (other than the swimmer's parent/guardian) unless authorized and supervised by an NJST chaperone or coach,
  - e. adhere to established curfews,
  - f. account for his or her belongings at all times,
  - g. help clean up the area occupied by NJST swimmers prior to leaving the competition pool each day,
  - h. attend all team functions, including team meetings, team practices, warm ups, and

- competitions, unless excused by the coach in charge of the travel trip, and
- i. follow all additional guidelines and rules that may be established by NJST coaches and chaperones.
3. In addition, when participating in an Activity involving a team trip for which an NJST chaperone is assigned to a swimmer, all swimmers who are under the age of 18 years old will:
- a. stay with his or her assigned chaperone at all required times, and
  - b. only leave the hotel with an NJST chaperone or coach or with another adult with whom the swimmer has received prior approval from an NJST coach or chaperone to leave.
4. If a swimmer fails to follow any of the above rules, the swimmer may be subject to disciplinary action in accordance with the NJST Discipline Policy, a copy of which is posted on the NJST website, with which each swimmer is required to review and become familiar.

*Effective April 10, 2012.*

## 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*

## Personal Information Policy

North Jeffco Swim Team (“NJST”) will not publish, in any form (including on any website), the following personal information about any NJST Member without the prior written consent of such Member (such consent to be from a parent or guardian if the Member in question is a minor): social security number, birth date, address, phone number, or email address.

*Effective May 27, 2008*

## Model Policy: Action Plan to Address Bullying

*The following is a model procedure to implement the USA Swimming rule prohibiting bullying, which is provided to assist USA Swimming member clubs in developing their own procedure. USA Swimming clubs are required to have an action plan to address bullying and the plan must be reviewed with and agreed to by all athletes, parents, coaches, and other adults at the club. If a club chooses not to, or is unable to, create a written action plan, the following model plan will become the default plan for that club, and the club will be expected to implement these procedures when reports of bullying are made. Once a customized plan is developed and approved by your club, the default plan will no longer apply. Each member club has the responsibility to approve and implement its action plan.*

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### **Action Plan of the [insert name of the club] to Address Bullying**

#### **Purpose**

Bullying of any kind is unacceptable at [insert the name of the club] (the “Club”) and will not be tolerated. Bullying is counterproductive to team spirit and can be devastating to a victim. The Club is committed to providing a safe, caring and friendly environment for all of our members. If bullying does occur, all athletes and parents should know that incidents will be dealt with promptly and effectively. Anyone who knows that bullying is happening is expected to tell a coach, board member or athlete/mentor.

#### **Objectives of the Club’s Bullying Policy and Action Plan:**

1. To make it clear that the Club will not tolerate bullying in any form.
2. To define bullying and give all board members, coaches, parents and swimmers a good understanding of what bullying is.
3. To make it known to all parents, swimmers and coaching staff that there is a policy and protocol should any bullying issues arise.
4. To make how to report bullying clear and understandable.
5. To spread the word that (Name of Club) takes bullying seriously and that all swimmers and parents can be assured that they will be supported when bullying is reported.

#### **What Is Bullying?**

The USA Swimming Code of Conduct prohibits bullying. Generally, bullying is the use of aggression, whether intentional or not, which hurts another person. Bullying results in pain and distress.

The USA Swimming Code of Conduct defines bullying in 304.3.7. Bullying is the severe or repeated use by one or more USA Swimming members of oral, written, electronic or other technological expression, image, sound, data or intelligence of any nature (regardless of the method of transmission), or a physical act or gesture, or any combination thereof, directed at any other member that to a reasonably objective person has the effect of:

- i. causing physical or emotional harm to the other member or damage to the other member’s property;
- ii. placing the other member in reasonable fear of harm to himself/herself or of damage to his/her property;
- iii. creating a hostile environment for the other member at any USA Swimming activity;
- iv. infringing on the rights of the other member at any USA Swimming activity; or
- v. materially and substantially disrupting the training process or the orderly operation of any USA Swimming activity (which for the purposes of this section shall include, without limitation, practices,

workouts and other events of a member club or LSC).

### Reporting Procedure

An athlete who feels that he or she has been bullied is asked to do one or more of the following things:

- Talk to your parents;
- Talk to a Club Coach, Board Member, or other designated individual;
- Write a letter or email to the Club Coach, Board Member, or other designated individual;
- Make a report to the USA Swimming Safe Sport staff.

There is no express time limit for initiating a complaint under this procedure, but every effort should be made to bring the complaint to the attention of the appropriate club leadership as soon as possible to make sure that memories are fresh and behavior can be accurately recalled and the bullying behavior can be stopped as soon as possible.

### How We Handle Bullying

If bullying is occurring during team-related activities, we **STOP BULLYING ON THE SPOT** using the following steps:

1. Intervene immediately. It is ok to get another adult to help.
2. Separate the kids involved.
3. Make sure everyone is safe.
4. Meet any immediate medical or mental health needs.
5. Stay calm. Reassure the kids involved, including bystanders.
6. Model respectful behavior when you intervene.

If bullying is occurring at our club or it is reported to be occurring at our club, we address the bullying by **FINDING OUT WHAT HAPPENED** and **SUPPORTING THE KIDS INVOLVED** using the following approach:

#### ***FINDING OUT WHAT HAPPENED***

1. **First, we get the facts.**
  - a. Keep all the involved children separate.
  - b. Get the story from several sources, both adults and kids.
  - c. Listen without blaming.
  - d. Don't call the act "bullying" while you are trying to understand what happened.
  - e. It may be difficult to get the whole story, especially if multiple athletes are involved or the bullying involves social bullying or cyber bullying. Collect all available information.
2. **Then, we determine if it's bullying.** There are many behaviors that look like bullying but require different approaches. It is important to determine whether the situation is bullying or something else.
  - a. Review the USA Swimming definition of bullying;
  - b. To determine if the behavior is bullying or something else, consider the following questions:
    - What is the history between the kids involved?
    - Have there been past conflicts?
    - Is there a power imbalance? Remember that a power imbalance is not limited to physical strength. It is sometimes not easily recognized. If the targeted child feels like there is a power imbalance, there probably is.
    - Has this happened before? Is the child worried it will happen again?
  - c. Remember that it may not matter "who started it." Some kids who are bullied may be seen as annoying or provoking, but this does not excuse the bullying behavior.

- d. Once you have determined if the situation is bullying, support all of the kids involved.

### ***SUPPORTING THE KIDS INVOLVED***

#### **3. Support the kids who are being bullied**

- a. Listen and focus on the child. Learn what's been going on and show you want to help. Assure the child that bullying is not their fault.
- b. Work together to resolve the situation and protect the bullied child. The child, parents, and fellow team members and coaches may all have valuable input. It may help to:
  - i. Ask the child being bullied what can be done to make him or her feel safe. Remember that changes to routine should be minimized. He or she is not at fault and should not be singled out. For example, consider rearranging lane assignments for everyone. If bigger moves are necessary, such as switching practice groups, the child who is bullied should not be forced to change.
  - ii. Develop a game plan. Maintain open communication between the Club and parents. Discuss the steps that will be taken and how bullying will be addressed going forward.
- c. Be persistent. Bullying may not end overnight. Commit to making it stop and consistently support the bullied child.

#### **4. Address bullying behavior**

- a. Make sure the child knows what the problem behavior is. Young people who bully must learn their behavior is wrong and harms others.
- b. Show kids that bullying is taken seriously. Calmly tell the child that bullying will not be tolerated. Model respectful behavior when addressing the problem.
- c. Work with the child to understand some of the reasons he or she bullied. For example:
  - i. Sometimes children bully to fit in or just to make fun of someone is a little different from them. In other words, there may be some insecurity involved.
  - ii. Other times kids act out because something else—issues at home, abuse, stress—is going on in their lives. They also may have been bullied. These kids may be in need of additional support.
- d. Involve the kid who bullied in making amends or repairing the situation. The goal is to help them see how their actions affect others. For example, the child can:
  - i. Write a letter apologizing to the athlete who was bullied.
  - ii. Do a good deed for the person who was bullied, for the Club, or for others in your community.
  - iii. Clean up, repair, or pay for any property they damaged.
- e. Avoid strategies that don't work or have negative consequences:
  - i. Zero tolerance or "three strikes, you're out" strategies don't work. Suspending or removing from the team swimmers who bully does not reduce bullying behavior. Swimmers may be less likely to report and address bullying if suspension or getting kicked off the team is the consequence.
  - ii. Conflict resolution and peer mediation don't work for bullying. Bullying is not a conflict between people of equal power who share equal blame. Facing those who have bullied may further upset kids who have been bullied.
- f. Follow-up. After the bullying issue is resolved, continue finding ways to help the child who bullied to understand how what they do affects other people. For example, praise acts of kindness or talk about what it means to be a good teammate.

#### **4. Support bystanders who witness bullying.** Every day, kids witness bullying. They want to help, but

don't know how. Fortunately, there are a few simple, safe ways that athletes can help stop bullying when they see it happening.

- a. Be a friend to the person being bullied;
- b. Tell a trusted adult – your parent, coach, or club board member;
- c. Help the kid being bullied get away from the situation. Create a distraction, focus the attention on something else, or offer a way for the target to get out of the situation. “Let’s go, practice is about to start.”
- d. Set a good example by not bullying others.
- e. Don’t give the bully an audience. Bullies are encouraged by the attention they get from bystanders. If you do nothing else, just walk away.

## Electronic Communication Policy of North Jeffco Swim Team

**Purpose.** North Jeffco Swim Team (the “Club”) recognizes the prevalence of electronic communication and social media in today’s world. Many of our swimmers use these means as their primary method of communication. While the Club acknowledges the value of these methods of communication, the Club also realizes that there are associated risks that must be considered when adults use these methods to communicate with minors.

**General Content.** All communications between a coach or other adult and an athlete must be professional in nature and for the purpose of communicating information about team activities. The content and intent of all electronic communications must adhere to the USA Swimming Code of Conduct regarding Athlete Protection.

For example, as with any communication with an athlete, electronic communication should not contain or relate to any of the following:

- drugs or alcohol use;
- sexually oriented conversation; sexually explicit language; sexual activity
- the adult’s personal life, social activities, relationship or family issues, or personal problems; and
- inappropriate or sexually explicit pictures
- Note: Any communication concerning an athlete's personal life, social activities, relationship or family issues or personal problems must be transparent, accessible and professional.

Whether one is an athlete, coach, board member or parent, the guiding principle to always use in communication is to ask: “Is this communication something that someone else would find appropriate or acceptable in a face-to-face meeting?” or “Is this something you would be comfortable saying out loud to the intended recipient of your communication in front of the intended recipient’s parents, the coaching staff, the board, or other athletes?”

With respect to electronic communications, a simple test that can be used in most cases is whether the electronic communication with swimmers is **Transparent**, **Accessible** and **Professional**.

**Transparent:** All electronic communication between coaches and athletes should be transparent. Your communication should not only be clear and direct, but also free of hidden meanings, innuendo and expectations.

**Accessible:** All electronic communication between coaches and athletes should be considered a matter of record and part of the Club’s records. Whenever possible, include another coach or parent in the communication so that there is no question regarding accessibility.

**Professional:** All electronic communication between a coach and an athlete should be conducted professionally as a representative of the Club. This includes word choices, tone, grammar, and subject matter that model the standards and integrity of a staff member.

If your communication meets all three of the **T.A.P.** criteria, then it is likely your method of communication with athletes will be appropriate.

**Facebook, Myspace, Blogs, And Similar Sites.** Coaches may have personal Facebook (or other social media site) pages, but they are not permitted to have any athlete member of the Club join their personal page as a “friend.” A coach should not accept any “friend” request from an athlete. In addition, the coach should

remind the athlete that this is not permitted. Coaches and athletes are not permitted to “private message” each other through Facebook. Coaches and athletes are not permitted to “instant message” each other through Facebook chat or other IM method.

The Club has an official Facebook page that athletes and their parents can “friend” for information and updates on team-related matters.

Coaches are encouraged to set their pages to “private” to prevent athletes from accessing the coach’s personal information.

Twitter. Coaches and athletes may follow each other on Twitter. Coaches cannot retweet an athlete message post. Coaches and athletes are not permitted to “direct message” each other through Twitter.

Texting. Subject to the general guidelines mentioned above, texting is allowed between coaches and athletes during the hours from 7am until 9pm. Texting only shall be used for the purpose of communicating information directly related to team activities.

Email. Athletes and coaches may use email to communicate between the hours of 7am and 9pm. When communicating with an athlete through email, a parent, another coach, or a board member must also be copied.

Request to discontinue all electronic communications. The parents or guardians of an athlete may request in writing that their child not be contacted by coaches through any form of electronic communication.

*Effective January 2, 2019*

## Minor Athlete Abuse Prevention Policy of North Jeffco Swim Team

### **THIS POLICY APPLIES TO:**

**In-Program Contact:** Any contact (including communications, interactions, or activities) between an Adult Participant and any Minor Athlete(s) related to participation in sport. Examples include, but are not limited to competition, practices, camps/clinics, training/instructional sessions, pre/post event meals or outings, team travel, video review, team- or sport-related team building activities, celebrations, award ceremonies, banquets, team- or sport-related fundraising or community services, sport education, competition site visits, conventions and/or summits.

**Adult Participants:** Any adult 18 years of age or older who is a:

- USA Swimming member, either athlete or non-athlete;
- Participating non-member (e.g., meet marshals, meet computer operators, timers, etc.);
- Authorized, approved, or appointed by USA Swimming, Zones, Local Swimming Committees (“LSCs”) or member clubs to have regular contact with (e.g., ongoing interactions during a 12-month period wherein the individual is in a role of active engagement) or authority over Minor Athletes; and/or
- Within the governance or disciplinary jurisdiction of USA Swimming, Zones, LSCs or member clubs.

### **GENERAL REQUIREMENT**

USA Swimming Zones, LSCs and member clubs are required to implement this Minor Athlete Abuse Prevention Policy in full. The Minor Athlete Abuse Prevention Policy must be reviewed and agreed to in writing by all athletes, parents/legal guardians, coaches, and other non-athlete members of member clubs on an annual basis with such written agreement to be retained by the club or LSC, as applicable.

### **DEFINITIONS**

**Athlete:** A USA Swimming athlete member.

**Authority:** When one person’s position over another person is such that, based on the totality of the circumstances, they have the power or right to direct, control, give orders to, or make decisions for that person (e.g., when a power imbalance exists).

**Dual Relationship:** When an Adult Participant has a relationship with a Minor Athlete that is outside of the sport program. Examples of Dual Relationships include, but are not limited to, family members, mental health professionals, teachers, medical professionals, and family friends.

**Emergency Circumstances:** A serious, unexpected, and possibly dangerous situation that requires quick action and cannot be avoided. Emergency circumstances include, but are not limited to: a physical, mental, or emotional medical emergency involving the Minor Athlete, relative of the Minor Athlete or relative of an Adult Participant; a Minor Athlete’s suicidal ideations/behavior; a report of abuse; a severe weather event; and last-minute practice changes.

**Electronic Communication:** Includes, but not limited to, phone calls, emails, videoconferencing, video coaching, text-messaging and social media.

**Event or Facility Under Partial or Full Jurisdiction:** Includes any USA Swimming sanctioned event (including all travel and lodging in connection with participation in the event) or any facility that USA Swimming,

Zones, LSCs or member clubs owns, leases or rents for practice, training, or competition.

**In-Program:** Activities related to participation in sport. Examples include, but are not limited to: competition, practices, meetings, camps/clinics, training/instructional sessions, pre/post event meals or outings, team travel, video review, team- or sport-related team building activities, celebrations, award ceremonies, banquets, team- or sport-related fundraising or community services, sport education, competition site visits, conventions, conferences, summits and/or workshops.

**In-Program Contact:** Any contact (including communications, interactions, or activities) between an Adult Participant and any Minor Athlete(s) related to participation in sport. Examples include, but are not limited to contact occurring at or related to: competition, practices, meetings, camps/clinics, training/instructional sessions, pre/post event meals or outings, team travel, video review, team- or sport-related team building activities, celebrations, award ceremonies, banquets, team- or sport-related fundraising or community services, sport education, competition site visits, conventions, conferences, summits and/or workshops.

**In-Program Massage:** Any Massage involving an Adult Participant and any Minor Athlete(s) related to participation in sport. Examples include, but are not limited to Massage occurring at or related to: competition, practices, meetings, camps/clinics, training/instructional sessions, pre/post event meals or outings, team travel, video review, team- or sport-related team building activities, celebrations, award ceremonies, banquets, team- or sport-related fundraising or community services, sport education, competition site visits, conventions, conferences, summits and/or workshops.

**In-Program Travel:** Any transportation or travel involving an Adult Participant and any Minor Athlete(s) related to participation in sport authorized or funded by the Organization. Examples include, but are not limited to transportation or travel to or related to: competition, practices, meetings, camps/clinics, training/instructional sessions, pre/post event meals or outings, team travel, video review, team- or sport-related team building activities, celebrations, award ceremonies, banquets, team- or sport-related fundraising or community services, sport education, competition site visits, conventions, conferences, summits and/or workshops.

**Massage:** Any massage, rubdown, athletic training modality including physical modalities (e.g., stretching, physical manipulation, injury rehabilitation, etc.) and electronic or instrument assisted modalities (e.g., stim treatment, dry needling, cupping, etc.).

**Minor Athlete:** An athlete under 18 years of age who is a USA Swimming member or was a USASwimming member within the previous 12 months.

**Organization:** North Jeffco Swim Team

### **EXCEPTIONS**

**Close-In-Age Exception:** In-Program Contact between an Adult Participant and a Minor Athlete is permitted if:

- a. The Adult Participant has no authority over the Minor Athlete; and
- b. The Adult Participant is not more than four years older than the Minor Athlete.

**Dual Relationship Exception:** An Adult Participant has a dual role or relationship with a Minor Athlete. This exception requires written consent of the Minor Athlete's parent/legal guardian at least annually.

### **ONE-ON-ONE INTERACTIONS**

I. Observable and Interruptible

All one-on-one In-Program Contact interactions between a Minor Athlete and an Adult Participant must occur at an observable and interruptible distance from another adult, except:

- a. In emergency circumstances;
- b. When a Dual Relationship exists; and/or
- c. When the Close-In-Age Exception applies.

**MEETINGS AND INDIVIDUAL TRAINING SESSIONS**

I. Meetings

- a. Meetings between a Minor Athlete and an Adult Participant may only occur if another adult is present and where interactions can be easily observed and at an interruptible distance from another adult.
- b. If a one-on-one meeting takes place, the door to the room must remain unlocked and open. If available, it must occur in a room that has windows, with the windows, blinds, and/or curtains remaining open during the meeting.
- c. Meetings must not be conducted in an Adult Participant or Athlete's hotel room or other overnight lodging location during In-Program Travel.

II. Meetings with Licensed Mental Health Care Professionals and/or Health Care Providers

If a licensed mental health care professional and/or health care provider meets one-on-one with a Minor Athlete at an Event or Facility Under Partial or Full Jurisdiction of the Organization in conjunction with participation, the meeting must be observable and interruptible by another adult, except if:

- a. The door remains unlocked;
- b. Another adult is present at the facility;
- c. The other adult is advised that a closed-door meeting is occurring although the Minor Athlete's identity does not need to be disclosed;
- d. The Organization is notified that the licensed mental health care professional and or health care provider will be meeting with a Minor Athlete; and
- e. The licensed mental health care professional and/or health care provider obtains consent consistent with applicable laws and ethical standards, which can be withdrawn at any time.

III. Individual Training Sessions

- a. In-Program one-on-one individual training sessions outside of the regular course of training and practice between Adult Participants and Minor Athletes must be observable and interruptible by another adult, except:
  - i. When a Dual Relationship exists; and/or
  - ii. When the Close-In-Age Exception applies.
- b. The Adult Participant providing the individual training session must receive advance, written consent from the Minor Athlete's parent/legal guardian at least annually, with a copy provided to North Jeffco Swim Team, which can be withdrawn at any time.
- c. Parents/legal guardians must be allowed to observe the individual training session.

**ELECTRONIC COMMUNICATIONS**

I. Content

All Electronic Communication from Adult Participants to Minor Athletes must be professional in nature.

- II. Open and Transparent
  - a. If an Adult Participant communicates one-on-one with a Minor Athlete via Electronic Communications, the Minor Athlete’s parent/legal guardian must be copied or included. If a Minor Athlete communicates to the Adult Participant privately first, said Adult Participant must copy or include the Minor Athlete’s parent/legal guardian on any Electronic Communication response to the Minor Athlete. Adult Participants must only use Electronic Communication platforms that allow for Open and Transparent communication.
  - b. The following exceptions apply to Section II(a):
    - i. In emergency circumstances;
    - ii. When a Dual Relationship exists; and/or
    - iii. When the Close-In-Age Exception applies.
  - c. When an Adult Participant communicates electronically to the entire team or any number of Minor Athletes on the team, said Adult Participant must copy another Adult Participant.
  
- III. Requests to Discontinue

Parents/legal guardians may request in writing that their Minor Athlete not be contacted through any form of electronic communication by the Organization or by an Adult Participant subject to this Policy. The Organization must abide by any such request that the Minor Athlete not be contacted via electronic communication, or included in any social media post, absent emergency circumstances.
  
- IV. Hours

Electronic communications must only be sent between the hours of 5:00 a.m. and 9:00 p.m. local time for the location of the Minor Athlete, unless emergency circumstances exist, or during competition travel.
  
- V. Prohibited Electronic Communication
  - a. Adult Participants are not permitted to maintain private social media connections with Minor Athletes and such Adult Participants are not permitted to accept new personal page requests on social media platforms from Minor Athletes, unless the Adult Participant has a fan page, or the contact is deemed as celebrity contact as opposed to regular contact. Existing social media connections with Minor Athletes must be discontinued. Minor Athletes may “friend”, “like” or “follow” the Organization’s official page.
  - b. Adult Participants must not send private, instant, or direct messages to a Minor Athlete through social media platforms.
  - c. The following exceptions apply to Section V:
    - i. When a Dual Relationship exists; and/or
    - ii. When the Close-In-Age Exception applies.

**IN-PROGRAM TRAVEL AND LODGING**

- I. Transportation
  - a. During In-Program Travel, observable and interruptible environments must be maintained.
  - b. An Adult Participant must not transport a Minor Athlete one-on-one during In-Program Travel and must always transport at least two Minor Athletes or another Adult Participant, except:
    - i. In emergency circumstances;
    - ii. When a Dual Relationship exists;
    - iii. When the Close-In-Age Exception applies; and/or
    - iv. The Minor Athlete’s parent/legal guardian has provided, at least annually, written consent for the Adult Participant to transport the Minor Athlete one-on-one, which can be withdrawn at any time.

- c. Adult Participants, including team managers and chaperones, who travel with the Organization must be USA Swimming non-athlete members of USA Swimming.
- d. Adult Participants who are parents/legal guardians of Minor Athletes must pick up their Minor Athlete first and drop off their Minor Athlete last in any shared or carpool travel arrangement.

II. Lodging

- a. An Adult Participant must not share hotel room, sleeping arrangement or overnight lodging location with an Athlete.
- b. During In-Program Travel, all In-Program Contact in a hotel room, sleeping arrangement or overnight lodging location between an Adult Participant and a Minor Athlete must be observable and interruptible.
- c. During In-Program Travel, when doing room checks, two-deep leadership (two Adult Participants should be present) and observable and interruptible environments must be maintained.
- d. The following exceptions apply to II(a), (b) and (c):
  - i. When a Dual Relationship exists, the Adult Participant is not a coach, and the Minor Athlete's parent/legal guardian has provided advance, written consent for the lodging arrangement; and/or
  - ii. When the Close-In-Age Exception applies and the Minor Athlete's parent/legal guardian has provided advance, written consent for the lodging arrangement.
- e. Minor Athletes should be paired to share a hotel room, sleeping arrangement or overnight lodging location with other Minor Athletes of the same competition category and of similar age.

III. Written Consent

A Minor Athlete's parent/legal guardian must provide written consent, at least annually, for all In-Program Travel and lodging during In-Program Travel, which can be withdrawn at any time.

IV. Meetings

- a. Meetings during In-Program Travel must be conducted consistent with the One-on-One interactions section of this Policy (e.g., any such meeting must be observable and interruptible).
- b. Meetings must not be conducted in an Adult Participant or athlete's hotel room or other overnight lodging location during In-Program Travel.

**LOCKER ROOMS AND CHANGING AREAS**

I. Requirement to Use Locker Room or Changing Area

The designated locker room or changing area must be used when an athlete or Adult Participant changes, in whole or in part, into or out of a swimsuit when wearing just one suit (e.g., deck changing is prohibited).

II. Observable and Interruptible

All In-Program Contact between Adult Participants and Minor Athletes in a locker room, changing area or similar space must be observable and interruptible, except:

- a. In emergency circumstances;
- b. A Dual Relationship exists; and/or
- c. The Close-In-Age exception applies.

III. Private or Semi-Private Space for Minor Athletes

The Organization must provide a private or semi-private place for Minor Athletes that need to change clothes or undress at Events or Facilities Under Partial or Full Jurisdiction of the Organization.

IV. Use of Recording Devices

Use of any device's (including a cell phone's) recording capabilities, including voice recording, still cameras and video cameras in locker rooms, changing areas, or similar spaces by a Minor Athlete or an Adult Participant is prohibited.

V. Undress

Adult Participants must not change clothes or behave in a manner that intentionally or recklessly exposes his or her breasts, buttocks, groin, or genitals to a Minor Athlete under any circumstance. An Adult Participant must not request a Minor Athlete to expose the Minor Athlete's breasts, buttocks, groin, or genitals to the Adult Participant under any circumstance. Nothing in this section shall be construed to apply to areas of the body exposed while wearing swimwear which conforms to the current concept of the appropriate for the individual's competition category.

VI. Showers

- a. Adult Participants must not shower with Minor Athletes unless:
  - i. The Adult Participant meets the Close-in-Age Exception; and/or
  - ii. The shower is part of a pre- or post-activity rinse while wearing swimwear.
- b. Parents/legal guardians may request in writing that their Minor Athlete(s) not change or shower with Adult Participants during In-Program Contact. The Organization must abide by such a request.

VII. Monitoring

The Organization must regularly and randomly monitor the use of locker rooms and changing areas to ensure compliance with this Policy. Locker rooms and changing areas may be monitored by use of the following methods:

- a. Conducting a sweep of the locker room or changing area before athletes arrive;
- b. Posting staff directly outside the locker room or changing area during periods of use;
- c. Leaving the doors open when adequate privacy is still possible; and/or
- d. Making occasional sweeps of the locker rooms or changing areas with women checking on female locker rooms and men checking on male locker rooms.

Every effort must be made to recognize when a Minor Athlete goes to the locker room or changing area during practice and competition, and, if the Minor Athlete does not return in a timely fashion, to check on the Minor Athlete's whereabouts.

VIII. Parents/legal guardians in Locker Rooms or Changing Areas

If a parent/legal guardian enters a locker room or changing area, it must only be a parent/legal guardian of the same competition category and the parent/legal guardian should notify a coach or administrator in advance.

**MASSAGES, RUBDOWNS AND ATHLETIC TRAINING MODALITIES**

I. General Requirement

Any In-Program Massage performed on an athlete must be conducted in an observable and interruptible location and must be performed by a licensed massage therapist or other certified professional. However, even if a coach is a licensed massage therapist, the coach must not perform a rubdown or massage of an athlete under any circumstance.

II. Additional Minor Athlete Requirements

- a. Written consent by a parent/legal guardian must be obtained in advance at least annually by the licensed massage therapist or other certified professional which can be withdrawn at any time.
- b. Parent/legal guardians must be allowed to observe the Massage, except for competition or training venues that limit credentialing.
- c. Any Massage of a Minor Athlete must be done with at least one other Adult Participant physically present and must never be done with only the Minor Athlete and the person performing the Massage in the room.
- d. Any Massage of a Minor Athlete must be performed with the Minor Athlete fully or partially clothed, ensuring that the breasts, buttocks, groin, or genitals are always covered. Nothing in this section shall be construed to apply to areas of the body exposed while wearing swimwear which conforms to the current concept of the appropriate for the individual's competition category.
- e. Any Massage of a Minor Athlete must only occur after a proper diagnosis from a treating physician and be done in the course of care according to the physician's treatment plan.

*Effective September 1, 2021 (replaces and supersedes Minor Athlete Abuse Prevention Policy of North Jeffco Swim Team which was adopted effective as of June 23, 2019)*

# Dues and Fees

## Automated Clearing House (“ACH”) Payment Policy

North Jeffco Swim Team (“NJST”) will accept pro-rata monthly payments for NJST swim fees via ACH upon the following terms and conditions:

- ACH authorization request forms are only accepted by NJST during the first trimester (September) enrollment period or at the beginning of the second or third trimester (January or May) payment period, except that a new swimmer to NJST may submit an ACH authorization request form at the time he or she submits the initial enrollment paperwork to the team.
- All ACH authorizations will be valid until the end of the September 1 – August 31 swim year (“Swim Year”) during which it was submitted unless terminated earlier as permitted below.
- ACH transactions will be processed on the 5<sup>th</sup> day of each month for the pro-rata swim fees owed for that month. If an ACH payment is not received by NJST on the 5<sup>th</sup> day of the applicable month (whether because of lack of funds in the Member’s transferring bank account, closure of such bank account, or otherwise), the following provisions will apply:
  - o For the first such failed ACH transaction in any given Swim Year, the Member must pay to NJST the amount of the missed ACH payment, via cash or money order, within one week from the date NJST notifies the Member of the failed transaction.
  - o If a Member has a second failed ACH transaction during any given Swim Year, NJST may immediately terminate the Member’s ACH account. The Member then must pay to NJST the unpaid amount of NJST swim fees for the *entire* then-current trimester, via cash or money order, within 30 days from the date NJST notifies the Member of the second failed ACH transaction. Thereafter, the Member will not be eligible to use ACH payments for NJST swim fees and will be required to make all NJST swim fee payments via cash or money order.
- **All Members, whether paying in one payment upfront or monthly via ACH, are required to give one month notice before leaving NJST and will be obligated for any practice fees or other team fees incurred during that month (subject to possible refund or future credit under limited circumstances in accordance with NJST’s Fee Refund Policy).** Accordingly, a Member’s ACH arrangement may be terminated only at the end of a trimester (the end of December, April, or August), *even if* the Member’s swimmer leaves NJST prior to the end of the trimester. A Member may terminate an existing ACH arrangement effective at the end of any given trimester by delivering a written ACH termination request to NJST prior to the end of such trimester. If a Member terminates an ACH arrangement early, in violation of this Policy, the Member must pay to NJST the unpaid amount of NJST swim fees for the *entire* then-current trimester within one week after termination of the ACH arrangement.
- Notwithstanding the foregoing, if the Member's swimmer will be swimming only in May of the summer trimester, in accordance with the requirements set forth in NJST's Fee Payment Policy, then the Member may terminate an existing ACH arrangement effective as of the end of May for the summer trimester and all requirements set forth above, with respect to the end of a trimester, shall be deemed to apply instead to the end of the month of May.
- Any fees imposed by banking institution(s) in connection with ACH transactions (e.g., for a failed ACH transaction or termination of an ACH arrangement) will be the sole responsibility of the Member. If any such fee is charged to NJST, the amount of such fee may be assessed against the authorized ACH account and paid automatically to NJST via an ACH payment or may be billed directly to the Member with payment due upon receipt.
- The provisions of NJST’s Fee Payment Policy regarding late payments shall apply to any payments covered by this Policy and not received by NJST when due (including the provision permitting NJST to submit any such overdue payments to collection agency proceedings).

*Effective September 16, 2017 (replaces and supersedes North Jeffco Swim Team Automated Clearing House (“ACH”) Payment Policy with an effective date of September 24, 2010)*

## 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 1<sup>st</sup> – December 31<sup>st</sup>); Winter (January 1<sup>st</sup> –April 30<sup>th</sup>), and Summer (May 1<sup>st</sup> – August 31<sup>st</sup>). Returning swimmers must register with NJST only once, at the beginning of the Fall Trimester, for each September 1<sup>st</sup> – August 31<sup>st</sup> 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. 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%. 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. One Month Notice to Leave NJST. ***Swimmers are required to give one month notice before leaving NJST and will be obligated for any practice fees or other team fees incurred during that month,*** 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. 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:
1. 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, monthly payments for the Vacation Trimester must continue to be made in accordance with this Policy in order to receive Vacation credit.
  2. The time off and the credit will be for the entire full month, which may start on any date during any month 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, 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.
  3. 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.
  4. 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.
  5. 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 give one month notice before leaving NJST and will be obligated for any practice fees or other team fees incurred during that month (subject only to such exceptions as are specifically set forth in this Policy)**. There are four payment options for Practice Fees: (a) pay by credit card for the full Trimester at the start of the Trimester; (b) pay by ACH for the full Trimester at the start of the Trimester; (c) pay monthly by automated clearing house ("ACH") payments; or (d) pay monthly by automated credit card payments.
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) multiple sibling discount; (b) high school swimming discount; (c) returning college swimmer discount; and (d) volunteer discount.
2. Credits and Other Adjustments. Certain other credits (e.g., high school swimming discount, credits and adjustments for vacation) also may be applied against Practice Fees.
3. Claiming Discounts and Credits. Currently, (a) discounts for multiple siblings; (b) adjustments for those joining NJST after the start of a month; (c) volunteer discount; and (d) college swimmer discount 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; (ii) any adjustment for vacation; and (iii) credits due pursuant to Section VI.

#### 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 as they are incurred and travel and other meet related 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 5<sup>th</sup> 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 5<sup>th</sup> 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 30<sup>th</sup> 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 30<sup>th</sup> 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. ***Member must give one month notice before leaving NJST and will be obligated for any practice fees or other team fees incurred during that month.***

- A. 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 Practice Fees will be refunded to the swimmer if, due to the illness or injury the swimmer is unable to return to the sport of competitive swimming, or 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 Practice Fees will be credited to future Practice Fees for the affected swimmer.
- B. If 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 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.
- C. 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.
- D. 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.
- E. 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 July 9, 2019 (replaces and supersedes North Jeffco Swim Team Fee Payment Policy which was effective as of September 16, 2017)*

## High School Swimmer Discount Policy

North Jeffco Swim Team (“NJST”) encourages its swimmers to participate with their High School Swim Team in addition to swimming with NJST. To foster this joint participation, NJST will adjust a swimmer’s practice fees during the high school swimming season as follows.

The women’s high school swim season overlaps with NJST’s fall (September) and winter (January) trimesters. NJST women who participate in high school swimming are entitled to a twelve and one-half percent discount off their practice fees for each of the fall and winter trimesters.

The men’s high school swim season falls entirely within NJST’s winter (January) trimester. NJST men who participate in high school swimming are entitled to a twenty-five percent discount off their practice fees for the winter trimester.

This policy only applies to NJST swimmers who participate in high school swimming. This discount policy does not apply to any NJST swimmer participating in any other high school sport.

Under this discount policy, the swimmer may practice up to twice a week with NJST during his or her respective high school swim season; if the swimmer takes the discount under this Policy and subsequently decides to practice more than twice a week with NJST, the discount will be reversed and the balance due charged to the swimmer’s account. The swimmer may practice as much as his or her coach requests for the remainder of the affected trimester(s). The swimmer may also participate in the full NJST practice schedule during his or her respective “no contact” period.

The swimmer must notify the NJST Bookkeeper, in writing, prior to November 1<sup>st</sup> (girls) or February 1<sup>st</sup> (boys) in order to receive a discount under this Policy.

*Effective January 13, 2015 (replaces and supersedes North Jeffco Swim Team High School swimmer discount policy which was effective as of September 11, 2007)*

## Other Activities Discount Policy

North Jeffco Swim Team (“NJST”) encourages all of the team swimmers to be active outside of the sport of swimming. However, in order to maintain NJST’s financial viability, NJST is unable to grant any swimmer a discount on swim practice fees due to missed practices as a result of participation in other activities. The only exception to this policy is for high school swimmers during the high school swimming season. This exception is clearly noted in the “North Jeffco Swim Team High School Swimmer Discount Policy.”

*Effective September 11, 2007 (replaces and supersedes North Jeffco Swim Team other activities discount policy which was effective as of January 1, 2004)*

## Volunteer Policy

North Jeffco Swim Team is promoting volunteerism amongst its membership by giving families who volunteer for a specified number of sessions or more a 20% discount on the practice fees for the next trimester in which the family registers (excludes meet fees, USA Swimming fees or yearly registration fee). The team relies on hosting meets to keep membership practice fees reasonable. The funds from these meets goes into the general budget from which every family reaps the benefits. Below are the minimum commitments per family to be eligible for the discount.

### **Fall Trimester:**

Yellow, Gold, Green, any 1 <sup>st</sup> year family:	at least 3 sessions
Red, White, Black, Silver, Orange, Blue:	at least 5 sessions
Swimmers on Girls HS discount:	at least 4 sessions

### **Winter Trimester:**

Yellow, Gold, Green, any 1 <sup>st</sup> year family:	at least 2 sessions
Red, White, Black, Silver, Orange, Blue:	at least 3 sessions
Swimmers on Girls HS discount:	0 sessions

### **Summer Trimester:**

Yellow, Gold, Green, any 1 <sup>st</sup> year family:	at least 2 sessions
Red, White, Black, Silver, Orange, Blue:	at least 4 sessions
Swimmers on Boys HS discount:	at least 1 session

Families with more than one swimmer on the team, the discount will be available only if the member family meets the volunteer commitment for the highest number of sessions. As an example. A family with a swimmer in Yellow and Black, the number of volunteer sessions the family must contribute to be eligible for the discount would be the Black group sessions.

On a case by case basis, families may be allowed to contribute extra volunteer sessions in a trimester and roll them over for volunteer credit in the following trimester. Requests to perform additional volunteer sessions to be rolled over must be in writing to the NJST Board of Directors and received prior to the last hosted meet of the trimester to receive consideration. The Board will review requests as they are received. No more than one roll over per year and a maximum of two sessions will be allowed.

Swimmers who join late into any trimester can drop 1 session for each month into the trimester they join. For example, join in October and the required sessions drops to 2, 4 & 3, join in November and it becomes 1, 3 & 2, etc.

New swimmers to our team will start out at the volunteer discount rate for their first trimester. In order to continue receiving the volunteer discount rate for subsequent trimesters, the new families will need to meet the required volunteer commitment during their first trimester and each trimester thereafter.

### **Championship Meet Service Hour Obligation:**

ALL families with a swimmer(s) attending Championship meets will be expected to time when the team is given a timing assignment. Refusal to perform this duty could result in expulsion from the team. Championship meets include but are not limited to: Silver State, Zone 2, State, Senior Meet, Far Westerns, Sectionals, etc. The time served at these meets will not count toward the volunteer commitments described above.

*Effective July 11, 2018 (replaces and supersedes North Jeffco Swim Team High Home Meet Volunteer policy which was effective as of February 3, 2016)*

## Travel and Meet Expense Policy

Selection. The Head Senior Coach and/or the Head Age Group Coach will select the non-home swim meets at which North Jeffco Swim Team (“NJST”) will participate and will determine for which non-Denver area meets (“Travel Meets”) NJST will provide chaperones.

Coaches’ Expenses. For all Denver area meets, NJST will be responsible for NJST coaches’ ground transportation and meal expenses in accordance with NJST’s Per Diem and Mileage Policy. For all championship Travel Meets (Olympic Trials, U.S. Open, Nationals, Junior Nationals, Grand Prix, Sectionals, Age Group Sectionals, Far Westerns, State/JO and similar meets as determined by the Head Senior Coach and/or the Head Age Group Coach), NJST will assess a travel fee against each swimmer who participates in at least one individual event at such meet in the following amounts:

State/JO - \$10 per swimmer per meet

All others - \$50 per swimmer per meet

No travel fee will be assessed against a swimmer who participates only in relays at such meets. If the total costs for all coaches attending any such meet (i.e., airfare, accommodations, and ground transportation, as well as meal expenses in accordance with NJST’s Per Diem and Mileage Policy) exceed the travel fees collected for such meet, NJST will be responsible for such costs and no additional travel fees will be assessed against the swimmers. For non-championship Travel Meets, the NJST coaches’ expenses will be split evenly among and billed to the swimmers participating in the Travel Meet.

Non-Chaperoned Meets. The Members will be responsible for arranging and paying for all travel, accommodations, meals, and all related expenses for their swimmers for all non-chaperoned meets and will be responsible for the supervision of their swimmers at all such meets.

Chaperoned Meets. The Head Senior Coach or the Head Age Group Coach in charge of organizing an NJST-chaperoned Travel Meet (the “Head Coach”) will determine for which age groups NJST will provide chaperones at the Travel Meet. For all NJST- chaperoned Travel Meets:

All chaperoned swimmers attending the Travel Meet, as well as one of their parents if they are under the age of 18, will be required to sign a Travel Consent prior to the Travel Meet.

Where parents of 10&U swimmers are required to attend a Travel Meet, the parents of a 10&U swimmer may make arrangements for the parent of another 10&U swimmer attending the Travel Meet to supervise their 10&U swimmer. In such situation, the parents of both families must notify the Head Coach of the arrangements that have been made. Any such arrangement will be strictly between the families involved. The parent acting as supervisor of another family’s 10&U swimmer will not be deemed to be a NJST chaperone.

All swimmers and chaperones will be directly responsible for their own meal expenses.

NJST will arrange for airfare, accommodations, and ground transportation for the chaperoned swimmers and the chaperones. Each chaperoned swimmer will be responsible, and will be billed by NJST, for such swimmer’s own airfare, for a pro-rata portion of all chaperoned swimmers’ ground transportation and accommodations, and for a pro-rata portion of all of chaperones’ covered expenses; provided, however, that:

- if the Head Coach allows Members to directly arrange and pay for their chaperoned swimmers’ airfare, those Members who do so will not be billed by NJST for airfare (but will still be required to

pay their portion of the rest of the expenses, as set forth above); and

- if the Head Coach requires chaperones for the 10&U swimmers, the covered expenses of the 10&U chaperones and 10&U swimmers will be split among the 10&U swimmers and the covered expenses of the rest of the chaperones and chaperoned swimmers will be split among the chaperoned swimmers aged 11 and up.

If the Head Coach requires parents of 10&U swimmers to attend an NJST-chaperoned Travel Meet with their 10&U swimmers, the parents of the 10&U swimmers will be responsible for directly arranging and paying for the airfare, accommodations, and ground transportation for themselves and their swimmers. They will not be charged for any of the chaperones' expenses or for any portion of any other swimmers' expenses.

If the Head Coach does not require a swimmer who is 18 or older to have a chaperone, that swimmer will not be charged any of the chaperones' expenses. If the Head Coach allows a swimmer who is 18 years or older to arrange and pay for his or her own airfare, accommodations, and/or ground transportation, that swimmer will not be billed by NJST for such expenses (either his or her own or for any portion of other swimmers') for which the swimmer makes his or her own arrangements.

Payment of Expenses. Whenever possible, NJST will bill swimmers prior to the Travel Meet for expenses due from them and payment of such expenses will be due prior to travel; all other expenses due from the swimmers will be billed after the Travel Meet with payment due upon invoice. There will be no refunds of any airfare which has been prepaid by NJST unless another swimmer takes the non-attending swimmer's place. The non-attending swimmer will be charged and responsible for any fees charged to or penalties imposed on NJST as a result of changing the named ticket holder.

*Effective September 14, 2010 (replaces and supersedes North Jeffco Swim Team Travel and Meet Expense Policy dated effective as of May 27, 2008)*

# Meets

## Authorized Meet Policy

North Jeffco Swim Team (“NJST”) swimmers may represent NJST at (a) meets hosted by NJST, (b) non-NJST hosted meets which are posted on NJST’s website under the “Meets and Events” tab, and (c) with prior approval of either the NJST Head Senior Coach or Head Age Group Coach, at other non-NJST hosted meets. If an NJST swimmer participates at any other swim meet, the swimmer must enter and compete in such meet using an “Unattached” swimmer status and may not wear NJST or Jeffco Hurricanes apparel, including swim caps, or otherwise hold out himself or herself as an NJST or Jeffco Hurricanes swimmer at such meet.

*Effective as of July 9, 2013.*

## Chaperone Policy

The Head Senior Coach and/or the Head Age Group Coach will determine which North Jeffco Swim Team ("NJST") travel meets require chaperones. Chaperones, who must be a parent of an NJST swimmer attending the travel meet or an NJST coach, will be selected by the Head Senior Coach or the Head Age Group Coach in charge of organizing the travel meet ("Head Coach"). Interested parents will be required to submit an application to NJST expressing their interest in acting as a chaperone. Where multiple people express an interest in acting as chaperones for travel meets, the Head Coaches will make an effort to select different qualified individuals for different travel meets so as to allow as many interested parents as possible the opportunity to chaperone. In selecting chaperones, the Head Coach will consider and weigh the information provided in the chaperone applications and may also consider and weigh other information about the applicants that is known to the Head Coach.

After receiving notification of his or her selection as a chaperone and prior to departing on the trip, each chaperone will be required to sign a Chaperone Agreement which will set forth, among other things, the chaperones' duties and important restrictions. In addition, each chaperone who has expressed a willingness to drive swimmers at the travel meet destination will be required to provide NJST with proof that he or she holds a valid driver's license and current automobile insurance. If a chaperone fails to provide the above-required documentation within the time frame specified in the request for such documentation, the Head Coach may select another qualified parent to take that person's chaperone spot. No person will be allowed to depart on the travel meet without having provided to NJST the above-required documentation.

The Head Coach will strive to achieve a ratio of at least one chaperone for every 10 chaperoned swimmers attending the travel meet. If both male and female chaperoned swimmers will be attending a travel meet, there will be a minimum of two chaperones, one female and one male (one of which may be the Head Coach) except as otherwise provided below. If all of the chaperoned swimmers attending a travel meet are of the opposite gender of the Head Coach, a chaperone of the same gender as the chaperoned swimmers will also attend the travel meet except as otherwise provided below. If, in a situation described in the previous two sentences, there is no same-gender coach and no same-gender parent of a traveling swimmer willing to chaperone, the Board of Directors of NJST may permit, in its discretion, one of the following two alternatives. The Board may allow the Head Coach to accept a parent of a non-traveling swimmer to act as chaperone for the travel meet. Alternatively, the Board may permit the Head Coach to be the single chaperone on the trip (even if some or all of the chaperoned swimmers are of the opposite gender) but **only** if the parents of all chaperoned swimmers of the opposite gender of the coach sign a written consent containing a release of liability for the benefit of NJST.

For travel meets involving swimmers who are 18 or older, the Head Coach will decide whether to require chaperones for such swimmers.

For travel meets involving 10&U swimmers, the Head Coach will decide whether to require the parents of such younger swimmers to attend the travel meet and stay with their swimmers or whether to have those swimmers under the care of a chaperone. If chaperones are required for the younger swimmers, the Head Coach will select one chaperone of the same gender for every four 10&U swimmers and that chaperone will stay in the same hotel room as those four swimmers. NJST coaches will never be considered, or act as, 10&U chaperones.

If the Head Coach requires parents of 10&U swimmers to attend the travel meet, the parents of a 10&U swimmer may make arrangements for the parent of another 10&U swimmer attending the travel meet to

supervise their 10&U swimmer. In such situation, the parents of both families must notify the Head Coach of the arrangements that have been made. Any such arrangement will be strictly between the families involved. The parent acting as supervisor of another family's 10&U swimmer will not be deemed to be a NJST chaperone.

The cost of the chaperones' airfare, lodging, and ground transportation (including rental car company offered automobile insurance if NJST directs the chaperone to purchase it) will be paid initially by NJST, with those costs later split among and billed to all of the chaperoned swimmers attending the travel meet; provided, however, that where chaperones are required for 10&U swimmers, the covered expenses of the 10&U chaperones will be split among the 10&U chaperoned swimmers and the covered expenses of the rest of the chaperones will be split among the chaperoned swimmers aged 11 and up. The costs of meals, as well as any extraneous expenses, of the chaperones will be the responsibility of each individual chaperone. Chaperones will travel on the same flight, and stay at the same hotel, as the chaperoned swimmers and coaches. Other than chaperones of younger swimmers (as set forth above), the Head Coach will strive to give each chaperone his or her own hotel room, except that chaperones who are married couples may be put in a single room together.

NJST coaches, even if acting as chaperones, will never share a hotel room with any swimmer.

*Effective May 27, 2008.*

## Volunteer Liability Release and Indemnification Form

I, the undersigned volunteer, request to participate in the Jeffco Swim Team \_\_\_\_\_ activity on \_\_\_\_\_ (date) which begins at \_\_\_\_\_ (time) and ends on \_\_\_\_\_ at \_\_\_\_\_ (time) sponsored by Jeffco Swim Team all of which are hereinafter referred to as the "activity."

In consideration of the opportunity afforded the volunteer to assist on a voluntary basis, the volunteer waives any right or cause of action arising as a result of participation in said event from which any liability may or could accrue against Jeffco Swim Team/USA Swimming, USA Swimming Local Swimming Committees, USA Swimming Member Clubs and USA Swimming Members (collectively, the "Released Parties"), including their respective officers, directors and employees.

The intent of this form is to be sure the volunteer(s) understand they are *not* covered by USA Swimming's accident insurance, workman's compensation insurance, or any insurance policy of Jeffco Swim Team. If they are injured, they are responsible for their own medical expenses. They are also assuming the risk, and waiving claims arising from and agreeing not to sue Released Parties, as a result of any injury or damages they may suffer as a volunteer. The volunteer(s) also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

### RELEASE

I consent to my participation in the activity and acknowledge that I fully understand my participation may involve risk of serious injury or death, including losses which may result not only from my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with the activity coordinators and event staff, before I sign this document and before the activity begins.

I certify that I am in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

\_\_\_\_\_  
(Print name of Volunteer)

\_\_\_\_\_  
(Signature of Volunteer)

\_\_\_\_\_  
(Date)

## Hospitality Policy

North Jeffco Swim Team (“NJST”) provides complimentary food and drink, through its Hospitality service, to the coaches, officials, and individuals (adults and children) who fill the volunteer positions at NJST-hosted swim meets. NJST Hospitality does not provide food and drink to the non-working children of the meet volunteers UNLESS both parents of a swimmer are working back-to-back meet sessions in volunteer positions that require them to work through the break between the two back-to-back sessions. The same will apply if only one parent is present at the meet and that single parent of a swimmer is working back-to-back sessions, including the break between the two sessions. In either of these situations, the parent(s) will need to prepare and deliver to their children plates of food from Hospitality rather than having the children in the Hospitality room. For purposes of clarification, the foregoing exception is intended to provide food and drink for the children of those volunteers who, because of their volunteer positions in back-to-back sessions, are unable to leave the pool area in between sessions to obtain food for their children and who have no spouses or other driving-age individuals present at the meet to do so.

*Effective May 27, 2008*

# Team Business

## Document Destruction Guidelines

The Sarbanes-Oxley Act addresses the destruction of business records and documents and turns intentional document destruction into a process that must be carefully monitored.

Nonprofit organizations should have a written, mandatory document retention and periodic destruction policy. Policies such as this will eliminate accidental or innocent destruction. In addition, it is important for administrative personnel to know the length of time records should be retained to be in compliance.

**The following table provides the minimum requirements.**

*This information is provided as guidance in determining your organization's document retention policy.*

<b>Type of Document</b>	<b>Minimum Requirement</b>
Accounts payable ledgers and schedules	7 years
Audit reports	Permanently
Bank Reconciliations	2 years
Bank statements	3 years
Checks (for important payments and purchases)	Permanently
Contracts, mortgages, notes and leases (expired)	7 years
Contracts (still in effect)	Permanently
Correspondence (general)	2 years
Correspondence (legal and important matters)	Permanently
Correspondence (with customers and vendors)	2 years
Deeds, mortgages, and bills of sale	Permanently
Depreciation Schedules	Permanently
Duplicate deposit slips	2 years
Employment applications	3 years
Expense Analyses/expense distribution schedules	7 years
Year End Financial Statements	Permanently
Insurance Policies (expired)	3 years
Insurance records, current accident reports, claims, policies, etc.	Permanently
Internal audit reports	3 years
Inventories of products, materials, and supplies	7 years
Invoices (to customers, from vendors)	7 years
Minute books, bylaws and charter	Permanently
Patents and related Papers	Permanently
Payroll records and summaries	7 years
Personnel files (terminated employees)	7 years
Retirement and pension records	Permanently
Tax returns and worksheets	Permanently
Timesheets	7 years
Trademark registrations and copyrights	Permanently
Withholding tax statements	7 years

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## Reserve Policy

North Jeffco Swim Team adopted this policy to provide for the financial future and viability of the team.

- A reserve account will retain three months of operating expenses, plus 10%. The exact balance needed, based on current monthly expenses, will be reviewed annually and established by the Board of Directors.
- This account will only be used to meet emergency needs as authorized by the Board of Directors.
- Long-term fundraising monies can be deposited into the account and noted on the balance sheet as to their purpose.

*Effective September 16, 2017*



## Personnel Policy

Status. All North Jeffco Swim Team (“NJST”) employees, other than those who have signed employment contracts with NJST, are at-will employees. Neither such at-will employee nor NJST has entered into a contract of employment, expressed or implied. Employment can be terminated for such at-will employee with or without cause, and with or without notice, at any time at the option of either NJST or the employee. NJST requests that the Head Senior Coach, Head Age Group Coach, and Team Manager give NJST not less than one month’s notice if they intend to resign from their positions and that all other employees give NJST not less than two weeks’ notice of resignation.

Performance Reviews. NJST will endeavor to provide a performance review at least annually for each of its employees. The results will be used in determining possible compensation increases and bonus eligibility, to support recommendations for promotions, and in determining possible performance deficiencies.

Personnel Files. NJST shall keep the contents of each employee’s personnel file confidential. An employee may request a review of his or her personnel file through either a member of the Executive Committee (for the Head Senior Coach, Head Age Group Coach, and Team Manager) or through his or her supervisor (for all other employees) and will be provided the opportunity to review his or her file within five working days of NJST’s receipt of such request. The file may only be reviewed by the employee in the presence of a member of the Executive Committee (for the Head Senior Coach, Head Age Group Coach, or Team Manager) or such employee’s supervisor (for all other employees). Under no circumstance may an employee remove any contents of his or her personnel file; however, the employee is entitled to a copy of the contents of the file.

Benefits. Full-time, salaried employees are eligible for health and dental benefits through the NJST group plan on the first of the month after employment begins. The team will pay the full premium for eligible employees. Premiums for spouse, domestic partner, or children must be paid for by the employee.

Full-time, salaried employees, with one year service to the team, will be eligible for the North Jeffco Swim Team Retirement Plan through Vanguard. Employees can contribute pre or post tax to the plan. NJST will contribute at a minimum 5% of gross wages.

Pay Periods. NJST will pay employees for services rendered on a bi-weekly basis. If a pay date falls on a Saturday, Sunday or holiday, employees will receive their checks on the last working day prior to the weekend or holiday. It is the responsibility of each hourly employee to turn in to the Team Manager an accurate timesheet for each pay period no later than the date requested by the Team Manager.

Lateness/Absences. If a sickness or other emergency requires a coach to arrive late to or be absent from work, such coach shall notify his or her supervisor (or, if one of the Head Coaches, the other Head Coach) as soon as possible so that arrangements may be made to cover his or her coaching duties.

Bonus: All employees are eligible for a bonus in December contingent upon submitting a satisfactory performance evaluation for each employee, full-time and part-time. The Board of Directors will budget a total to be distributed by Board approval.

Paid Days off for Employees. Salaried employees shall be entitled to 12 days (*i.e.*, two work weeks) of paid time off, exclusive of holidays (see below for holiday terms), in the first swim year (September 1 through August 31) of their employment (with such number being reduced, pro rata, for an employee who begins employment other than at the beginning of a swim year), increasing by one paid day off for

each swim year of employment after the first up to a maximum of 24 days (*i.e.*, four work weeks) in any given swim year. No paid days off may be taken in the first 90 calendar days of an employee's employment and no more than 6 days (*i.e.*, one work week) may be taken in the first six months of an employee's employment.

Paid days off may be used for any purpose (including vacation, sick days, or any other reason) and, other than as set forth in the preceding sentence, may be taken at the choosing of the employee; provided, however, that the Team Manager shall ensure that appropriate coverage is provided for any Team Manager duties that must be performed during his or her paid days off and that each coach shall ensure that appropriate coaching coverage for practices and meets is arranged with other coaches for his or her paid days off.

Paid days off must be used within the swim year in which they accrue and will not be carried over to following years.

If an employee terminates employment with NJST after six months of service, such employee will be paid for the pro rata paid days off earned, but not used, by such employee for that swim year. If an employee terminates employment before the end of the initial six months, that employee will not be paid for any accumulated but unused paid days off.

Hourly employees are eligible for paid sick leave, accrued at one hour for every 30 hours worked up to a maximum of 48 hours in a year. Paid sick leave can be carried over to the next year but cannot exceed 48 hours. If an employee terminates employment, that employee will not be paid for any accumulated but unused paid sick leave.

"Down time", should it occur, following the Short Course Season or Long Course Season or during the Christmas or Spring Break, is not counted against a salaried employee's paid days off. A salaried employee may be asked to perform NJST-related activities during the "down time" unless such employee has requested that time as time off. These activities may include preparations for the following swim season (such as helping with registration details and making arrangements for the upcoming season's practices) and administrative duties (such as returning phone calls from potential new swimmers, attending Board meetings, providing written reports to the Board, and helping to prepare the following year's budget). "Down time" may also be used for attending continuing professional training, subject to prior approval (see below for continuing professional training terms).

Bereavement Leave. All employees shall be entitled to up to 3 days of paid bereavement leave in the event of a death in the immediate family. If the funeral is to be held outside the State of Colorado, additional paid bereavement leave may be given, in the discretion of the Executive Committee. Such bereavement leave will not count against a salaried employee's paid days off for that swim year. For purposes of this paragraph, "immediate family" shall mean such employee's: spouse or domestic partner, parent, grandparent, parent-in-law, child, stepchild, grandchild, sibling, or any other member of the employee's household.

Other Time Off. Upon an employee's request, NJST will grant each employee such other paid or unpaid leave as may be required by then-applicable Colorado state or federal law.

Unpaid Leave of Absence. Any employee may request leave without pay, not to exceed two months, from the Executive Committee (for the Head Senior Coach, Head Age Group Coach, and Team Manager) or from his or her supervisor (for all other employees). Any such leave of 12 working days or less will be considered a short-term leave and the employee will continue to accumulate paid days off, to be

covered by employee insurance coverage, and to receive all other benefits during such leave (so long as the employee would otherwise have been entitled to such days, insurance, and other benefits). Any such leave over 12 working days will be considered a long-term leave and all employee benefits (including paid days off accumulation and insurance coverages) will cease during such time period.

Calculating Pay for Hourly Employees. For an hourly employee receiving compensation for days off under the “Bereavement Leave” or “Other Time Off” provisions above, the compensation shall equal such employee’s hourly wage multiplied by the number of hours that such employee would have worked on that day, on average, had he or she not been absent from work.

Holidays. Holidays recognized by NJST are: New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; and Christmas. The Head Senior Coach and Head Age Group Coach will determine on which holidays, if any, practices for their and their supervised employees’ groups will be held. Hourly employees required to work on a holiday will receive time and a half pay for the hours worked that day. Hourly employees who do not work on a holiday will not receive compensation for the holiday.

Injuries on the Job. If an employee sustains an occupational injury or illness, he or she may be eligible for compensation in accordance with Colorado state law. In such instance, the employee must report the incident to a member of the Executive Committee and to the Team Manager immediately so that the appropriate paperwork may be completed.

Continuing Professional Training. NJST encourages each employee to pursue continuing professional training. Employee requests for time off and/or money to attend such training shall be submitted to the Executive Committee. Approval of such requests will be based on several factors, including the employee’s length of service, relevance of the training to such employee’s job duties, recommendation of the employee’s supervisor, the length of time since such employee’s last training, the cost of tuition, supplies, and travel, and the then-current financial situation of NJST. NJST will endeavor to pay for continuing professional training for at least one salaried coach and one hourly coach each year. Hourly employees will not receive hourly compensation for the time spent at such training; but their expenses may be reimbursed in accordance with this paragraph. Reimbursements of training-related expenses by NJST will be contingent upon the employee’s successful completion of the training. Within one month after completion of the training, each participating employee shall provide the Board with a written report which summarizes the training received and makes recommendation to the Board with respect to whether or not NJST should implement any of the ideas presented at the training.

Cell Phones. Head Age Group Coach and Head Senior Coach will be provided with a team cell phone.

Travel and Expenses. Employees may be required to travel and incur out-of-pocket expenses in the performance of their duties. NJST- related travel outside of the Denver-metropolitan area must be approved in advance by the Executive Committee. When seeking such approval, the employee must provide the Executive Committee with an estimate of his or her expenses for such trip. Expenses for travel to meets shall be reimbursed in accordance with NJST’s Travel and Meet Expense Policy and Per Diem and Mileage Reimbursement Policy.

Driving. An employee who is driving swimmers as part of his or her NJST duties shall have a valid driver’s license and proof of automobile insurance (with limits not less than the minimum then required by Colorado state law).

Grievance. If an employee has a grievance, the employee shall first discuss the grievance with the Executive Committee or a member of the Executive Committee (for the Head Senior Coach, Head Age Group Coach, or Team Manager) or his or her supervisor (for all other employees). If the grievance is not

resolved through such discussions, the employee may present his or her grievance in writing to the Board. The decision of the Board shall be final. An individual must be currently employed by NJST to file a grievance. No employee who files a grievance will be discharged or otherwise disciplined by NJST solely by reason of filing the grievance.

General. The policies, procedures and benefits contained herein (a) supersede all previous policies, procedures, and benefits related to the same subject matter, and (b) do not constitute an employment contract and are subject to change without notice at the discretion of NJST. NJST is an equal opportunity employer.

*Effective September 28, 2021 (replaces and supersedes prior North Jeffco Personnel Policy & Procedure Manual, to be effective as of September 21, 2018.)*

## Per Diem and Mileage Reimbursement Policy

Each coach who is paid a salary is eligible for the following reimbursements for working at a swim meet which NJST requires that coach to attend:

- For swim meets not held at Meyers Pool in Arvada, Colorado (includes meets within the Denver metropolitan as well as out of state) - \$30 per session worked, up to a maximum of \$60 per day.
- For work at non-home swim meets only – reimbursement for miles driven to and from the meet (distance calculated from Meyer’s Pool) at the then-effective mileage rate used by the IRS to determine allowable deductible costs of operating an automobile for business purposes.
- Travel days will be compensated at \$60 per travel day.

The Head Senior Coach or the Head Age Group Coach will determine which swim meets and sessions each salaried coach is required to attend and communicate that to the coaches.

NJST will pay the reimbursement upon receipt of a written request from the coach seeking the reimbursement; provided, however, that the coach must submit the request no later than the end of the swim year (September 1 – August 31) during which the swim meet occurred.

Coaches who are paid on an hourly basis are only eligible for mileage reimbursements.

*Effective September 21, 2018 (replaces and supersedes North Jeffco Swim Team Per Diem and Mileage Reimbursement Policy which was effective as of January 4, 2017).*

## Financial Policies

**Checks:** Check must be used in sequential order. All documentation for the issuance of the check must be attached to the carbon of the check and given to the Bookkeeper within a week of writing the check. Any check over \$1,000 must be signed by at least one authorized bank signer and either another authorized bank signer or a board member.

**Credit Cards:** Credit cards are issued to the Head Age Group Coach, Head Senior Coach, Bookkeeper, and any other coach as decided by one of the head coaches. Receipts must be remitted to the Treasurer or Bookkeeper by the end of each month.

**Scrip Program Cards:** Scrip program cards can be used by team members to offset team fees. Volunteers who facilitate the program are limited to an inventory of \$2,000 in total scrip cards. Cards that are sold and in process of delivery to team members are exempt from this limit. All monies taken in for cards must be deposited and reported to the Treasurer or Bookkeeper monthly. All changes in inventory must be reported to the Treasurer or Bookkeeper monthly.

**Hospitality:** Hospitality lead will be given blank checks, made payable to specific vendors, to purchase hospitality supplies. All check amounts and receipts need to be given to the Treasurer or Bookkeeper within a week after the meet.

**Concessions:** Concessions lead will be given blank checks, made payable to specific vendors, to purchase concessions supplies, as well as a check to cash for the concessions sales bank. At the beginning of each session, the session's starting sales bank must be counted by the concessions manager and one volunteer, and deposited into the register. At the end of each session, the concessions manager runs the cash register report and prepares the register for the next session, accounting for sales made during the session and verifying all cash or checks are accounted for. All money, must be given to the Treasurer or Bookkeeper within a week after the meet.

*Effective September 21, 2018*