**SANTA CLARA SWIM CLUB MILPITAS SITE MEMBERSHIP AGREEMENT 2019-2020**

With my payment of the swimmer registration fee entitling my designated child or children to participate in the competitive swim program of the Santa Clara Swim Club (SCSC), I agree to abide by the regulations and policies of SCSC as set forth by the club.

I understand that it is my responsibility to read and familiarize myself with all the following rules and regulations as well as information contained on the club’s website.

Specifically, I agree to adhere to the following established payment policies:

**1) Monthly Dues:** Monthly dues are credited/debited from your Team Unify account on the first business day of each month as agreed to in the Payment Obligation Form. Monthly dues will be billed over an eleven-month period starting in September and ending in July. A $50 late charge will be assessed if dues are not collected at the time of billing. This includes payments not received due to credit cards not being updated in Team Unify prior to the billing date or credit cards that are rejected due to any reason. When joining SCSC after the first of the month, all fees (current month and registration fees) will be charged on the first of the following month. Thereafter SCSC will send an email each month, by the 21st, with a link to your monthly statement detailing all charges (including dues, registration fees, swim meet fees, other team related fees, etc.). The charges will occur on the first business day of the following month.

2) SCSC does not pro-rate monthly dues for partial months. If you swim one day out of the month you are billed for the entire month.

3) **USA Swimming Registration Fee ($73.00 or as revised by USA Swimming)**: An annual USA Swimming membership registration fee is required of all competitive team swimmers. Registration fees are charged per calendar year (Jan-Dec.) Fees for swimmers joining SCSC in the last quarter of any calendar year will apply to the subsequent year. This fee is billed annually to returning swimmers on the September billing cycle. For new members this fee is billed when you join and every September thereafter. USA swimming registration is a non-refundable fee.

4) **Team Registration Fee ($150)**: All swimmers in youth competitive groups will be charged a Team Registration fee of $150 per swimmer each year. The SCSC Team Fee includes and covers: Three SCSC t-shirts, two SCSC latex caps or one SCSC silicone cap, and our SCSC pool usage fee. The registration fee will be billed on the September billing statement. Swimmers who join the team after March 31 of each year will be charged a Team Registration fee of $100 per swimmer in the month they join and will receive one t-shirt and either two latex caps or one silicone cap. SCSC registration fee is a non-refundable fee. This fee is for September-August swim season. Starting the month of July, no membership fees will be charged, and swimmers will not receive any of the handouts until the Registration Fee is charged. Starting 2020-2021, this fee will be billed annually to returning swimmers on the August billing cycle.

5) **Team Suit Requirement:** To build a complete SCSC culture we will be requiring swimmers to wear a team suit when attending all competitive meets. SCSC is a Speedo sponsored team and swimmers may only wear Speedo suits in competition.

6) **Perpetual Swim Program**: SCSC is an ongoing swim program. Membership will continue until SCSC receives a Notice to Intent to Quit Form. An active swimmer does not need to register each September and will still be billed the USA Swimming registration fee and the Annual Team Registration fee of $150 per swimmer in September. By continuing your membership with SCSC you are hereby agreeing to the Membership Agreement, Parent Code of Conduct and Swimmer Code Conduct.

7) **Withdrawa**l: Notice of Intent to Quit Forms are available in the Team Office and available on-line at www.santaclaraswimclub.org. Intent to Quit Forms must be submitted to the Team Office or sent electronically to Businessoffice@santaclaraswimclub.org no later than the 15th of the month to avoid being charged for the following month. Phone notification and/or email without an Intent to Quit Form are not a valid form of notification. A swimmer who elects to withdraw and then return will be subject to all Team Registration fees at a rate of $150 per swimmer. There are no exceptions.

8) **Notice of Absence**: A swimmer may take a Notice of Absence for up to (3) three months at a rate of 50% of the normal monthly fees. Volunteer hours will not be prorated. You will need to complete the full hours assigned to your family account. Notice of Absences must be submitted to the Team Office or sent electronically to Businessoffice@santaclaraswimclub.org no later than the 15th of the month. Phone notification and/or email without a Notice of Absence Form are not a valid form of notification. Forms are available in the Team Office and online at www.santaclaraswimclub.org. Swimmers taking an absence to swim on their high school swim team will receive a special rate of 25% of the normal monthly fees.

9) **Family Fundraising Fee**: All families with a swimmer in the youth competitive program will be assessed a fee of $100.00 billed yearly on the January billing statement. This fee is credited back to the family’s account if the family sells a minimum of one ad or obtains a corporate sponsorship for the International meet or a like meet designated by SCSC. This fee is a non-refundable fee. Swimmers joining after January 1st will be charged this fee in the current swim season in the first month that they are billed. If a swimmer quits before January 1st, they will be charged the $100.00 Family Fundraising Fee when their paperwork is being processed to settle their account. This fee does not apply to the Masters program.

10) **Volunteer Hour Requirement**: Each swimmer family on the team has a yearly volunteer hour requirement. (September 2019-August 2020). Any unworked volunteer hours will be billed at the rate of $50 an hour on your September bill. If you sign up for a volunteer shift at an SCSC home meet and ‘NO SHOW’, you will be billed $50 per job on the following month’s invoice. If you sign up for timing shifts at an away meet and ‘NO SHOW’, you will be billed $50 per shift on the following month’s invoice. Please refer to the volunteer obligation breakdown for specific hour requirements. You may buy-out of volunteer hours at a discounted rate of 80% calculated as number of hours required multiplied by $50 per hour multiplied by 80%. To buy out your volunteer hours, you must contact Erik Colwill at Businessoffice@santaclaraswimclub.org by September 30th and will be billed accordingly on October 1st. After September 30th, there will be no buyouts accepted and you will be billed at 100% for volunteer hours required not met at the end of the year.

11) **Penalties:** A $100.00 penalty fee will be assessed to each swimmer entering meet(s) not listed on the SCSC Meet Schedule posted online. A $200.00 penalty fee will be assessed to each swimmer entering as an unattached swimmer into meet(s) not listed on the SCSC Meet Schedule posted online.

12) **Team Travel Coach Waiting Fee**: If a member of the coaching staff has to wait for more than 30 minutes past a return time to pick up their child after a team trip the family will be assessed a $100.00 waiting fee per every 30 minutes.

13) **Late Pick-Up for Practice Fee:** If a member of the coaching staff waits for more than 15 minutes past the end of practice time for a parent to pick up their child, a fee of $50 will be charged per every 15 minutes. For instance, this fee will increase to $100 for parents being late for pick up by 30 minutes and $200 for parents being late for pick up by an hour. It will be up to the judgment of the coach as to whether late pick up was warranted due to emergency circumstances.

14) **Terminating Membership**: SCSC reserves the right to terminate the membership of any member whose actions are considered detrimental to SCSC’s welfare as set forth in the team policies. I agree that upon withdrawing from SCSC, our account will be paid in full prior to my swimmer’s departure from the team.

15) **Practicing at different sites:** If you practice at another site other than your home site more than three times per month, you will be billed at the higher group rate the following month unless your home pool site is down due to mechanical issues or other unforeseen circumstances that cause pool closure.

16) **Parent Code of Conduct:** All parents are expected to abide by the Parent Code of Conduct document. SCSC reserves the right to terminate the membership for parents who fail to abide by the guidelines set forth in the Parent Code of Conduct document.

17) **Swimmer Code of Conduct:** All swimmers are expected to abide by the Swimmer Code of Conduct document. SCSC reserves the right to terminate the membership for swimmers who fail to abide by the guidelines set forth in the Swimmer Code of Conduct document.

**VOLUNTEER OBLIGATION HOUR BREAKDOWN**

Obligation hours are assigned on a per family basis. Families may complete their volunteer obligation at any time within the swim season (Sep.-Aug.) at any of the events we host at SCSC or Morgan Hill. The SCSC Volunteer Obligation for 2019-2020 swimming year (September 2019-August 2020) is as follows:

Pre-Comp: 5 Mini Meet Hours\* = **5 hours per year**

Age Group: 5 Mini Meet Hours\* + 5 Hours Int’l Meet= **10 Hours per year**

Performance: 5 Mini Meet Hours\* + 5 Hours Int’l Meet + 5 JO= **15 Hours per year**

If for any reason there is no one from your family available to work the JOs or the International meet, you must provide Santa Clara Swim Club with proof of absence documentation (i.e. plane itinerary, travel tickets) by March 31, 2020. If you receive a waiver from the club, you are still however responsible for the number of total hours required by August 31st of that year. Non worked volunteer hours are billed at a rate of $50 per hour.

\*Mini Meet Hours- It is the goal of the Milpitas Site to host 4-6 Mini Meets at Milpitas High School between October 2019 and August 2020. For these to be successful we will need volunteers. These meets are designed to be convenience for our families and a great way to get official times for your swimmers without going to a large crowded meet. Any Non-Worked Mini Meet Service hours will not be billed so long as the meets are fully staffed with volunteers.

**ADDITIONAL VOLUNTEER OBLIGATION HOUR INFORMATION**

The swimming year is broken into 4 quarters for volunteer hour billing purposes, if you join or leave the club mid-year. Volunteer hours can be done at any event we host during the current season except for the JOs or International Swim meet requirement. If you leave or join the Club during the season your volunteer hours will be prorated by quarter.

If a swimmer leaves during the season and returns, the family must complete the full volunteer requirement for the year, regardless of any time away from the program. Families withdrawing (quitting) from SCSC WILL BE RESPONSIBLE for hours not served, through the end of the quarter of their withdrawal date. IF YOU LEAVE THE CLUB BEFORE THE END OF THE SEASON ALL VOLUNTEER HOURS UNWORKED BASED ON THE QUARTER YOU WITHDRAW WILL BE BILLED IN YOUR FINAL BILL AT THE RATE OF $50.00 PER HOUR. UNWORKED VOLUNTEER OBLIGATION HOURS WILL BE BILLED AT A RATE OF $50.00 PER HOUR.

FAMILIES WITH MULTIPLE SWIMMERS: Volunteer Obligation Hours are assigned on a per family basis.

**VOLUNTEER HOURS AND TIMING AT AWAY MEETS:**

1) Timing is an important part of the commitment of the sport of swimming. When you enter your swimmer in a meet, you are also agreeing to time at that meet as part of the meet entry. Volunteer hours will not be awarded for timing at away meets.

2) Sign-ups for timing are posted on the website approximately one-week prior to each meet. Parents are expected to sign up for one hour each day you have a swimmer competing. If you fail to show for your timing shift, you will be charged $50.00 for a NO SHOW.

3) A $100.00 penalty fee will be assessed to each swimmer entering meet(s) not listed on the SCSC Meet Schedule posted online.

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

Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Swimmers Name** (Printed Below) **Shirt Size** (please note **adult** or **youth** size)

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**Attachments:**

* Parent Code of Conduct Agreement
* Swimmer Code of Conduct Agreement

**Santa Clara Swim Club Parent’s Code of Conduct**

The purpose of a code of conduct for parents is to establish consistent expectations for behavior by parents. As a parent/guardian, I understand the important growth and developmental support that my child’s participation fosters. I also understand that it is essential to provide the coaching staff with respect and the authority to coach the team. I agree with the following statements:

* I will always set the right example for our children by demonstrating sportsmanship and showing respect and common courtesy to the team members, coaches, competitors, officials, parents, and all facilities.
* I will get involved by volunteering, observing practices, cheering at meets, and talking with my child and their coach about their progress.
* I will refrain from coaching my child from the stands during practices or meets.
* I understand that criticizing, name-calling, use of abusive language or gestures directed toward coaches, officials, volunteers, and/or any participating swimmer will not be tolerated.
* I will respect the integrity of the officials.
* I will direct my concerns first to my child’s direct swim coach; then, if not satisfied, to the appropriate supervisor.
* I will actively participate in fundraising and team events, ensure my child is timely for practices and competitions, provide support to the coaching staff and positively reinforce the coaching staff’s instructions and advice as they pertain to my child.
* I will insist that my child refrain from using tobacco, drugs or other prohibited substances, abusive or foul language, violence, inappropriate sexual conduct, or any behavior that is deemed dishonest, offensive or disrespectful to themselves or others.

I understand the above expectations and that my failure to adhere to them may result in disciplinary action, including termination of my Santa Clara Swim Club membership.

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Parent Signature(s) Date

**Santa Clara Swim Club Swimmer’s Code of Conduct**

The purpose of a code of conduct for athletes is to establish a consistent expectation for athletes’ behavior. By signing this code of conduct, I agree to the following statements:

* I will always respect and show courtesy to my teammates and coaches.
* I will demonstrate good sportsmanship at all practices and meets.
* I will set a good example of behavior and work ethic for my younger teammates.
* I will be respectful of my teammates’ feelings and personal space. Swimmers who exhibit sexist, racist, homophobic, or otherwise inappropriate behavior will be faced with consequences.
* I will attend all team meetings and training sessions, unless I am excused by my coach.
* I will show respect for all facilities and other property (including locker rooms) used during practices, competitions, and team activities.
* I will refrain from foul language, violence, behavior deemed dishonest, offensive, or illegal.
* If I disagree with an official’s call, I will talk with my coach and not approach the official directly.
* I will obey all of USA Swimming’s rules and codes of conduct.

I understand that if I violate this code of conduct, I will be subject to disciplinary action determined by my coaches and the swim club’s board of directors including termination of membership from the Santa Clara Swim Club.

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Swimmer’s signature Date

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 Parent’s signature Date