North Jeffco Swim Team Employee Handbook

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North Jeffco Swim Team Personnel Policies

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.

<u>Performance Reviews</u>. 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.

<u>Personnel Files</u>. 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.

<u>Benefits.</u> 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.

<u>Pay Periods</u>. 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.

<u>Lateness/Absences</u>. 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.

<u>Bonus:</u> 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.

<u>Paid Days off for Salaried Employees</u>. 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).

<u>Bereavement Leave</u>. 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.

<u>Unpaid Leave of Absence</u>. 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.

<u>Calculating Pay for Hourly Employees</u>. 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.

<u>Holidays</u>. 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.

<u>Injuries on the Job</u>. 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.

<u>Travel and Expenses</u>. 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.

<u>Driving</u>. 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).

<u>Grievance</u>. 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.

<u>General</u>. 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).

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 AdultParticipant 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 memberclubs.

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 quickaction 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 oroutings, 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 USA

Swimming 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 Participantmust 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 aMinor 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 healthcare 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, o 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 canbe 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 lodgingarrangement; 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 overnightlodging 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, changingarea 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, stillcameras and video cameras in locker rooms, changing areas, or similar spaces by a Minor Athleteor 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 areasto 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 changingarea 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. <u>General Requirement</u>

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. <u>Additional Minor Athlete Requirements</u>

- 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 anytime.
- 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 Participantphysically present and must never be done with only the Minor Athlete and the personperforming 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)

Employee Name	_
I acknowledge that I have reviewed and understood the policies and guidelines within the docume provided by North Jeffco Swim Team. I understand it is my responsibility to comply with and imple all policies and procedures included in North Jeffco Swim Team's policy documents.	
Employee Signature	 Date
Board President Signature	 Date