

# NORTH SHORE SWIM CLUB

## POLICIES AND PROCEDURES

The North Shore Swim Club (NSSC) is characterized by the adherence to certain goals and objectives. A highly specialized and certified coaching staff will strive to teach, train and motivate children of all ages to achieve their potential in competitive swimming and create an experience that will prove valuable to them throughout life. This direction and philosophy apply from the novice to the national level swimmer. To ensure a positive experience with the program parents are expected to read and understand this manual and all of its policies.

**PHILOSOPHY/ MISSION:** To develop all children to achieve excellence in the pool and in life. At each level of the program, participants will learn the values of sportsmanship and teamwork. Swimming with NSSC provides physical, emotional, and intellectual skills that will last a lifetime. The NSSC program, places a major emphasis on basic skills, proficient techniques, conditioning and result oriented work habits with healthy competition stressed by the Coaching staff.

**USA SWIMMING:** North Shore Swim Club is a year-round United States Swimming Program. USA Swimming is the governing body for competitive swimming in the United States, and is responsible for the development of information, and establishment of rules for competition. All coaches, and swimmers are required to be USA Swimming registered. All parents are highly encouraged to be USA Swimming registered. As an umbrella organization, USA Swimming oversees the operation of each individual LSC (Local Swimming Committee) NSSC belongs to the "New England LSC". The New England LSC covers Massachusetts, Rhode Island, New Hampshire and Vermont.

**NSSC PROFESSIONAL STAFF:** The North Shore Swim Club staff consists of professionally trained coaches. NSSC Certified coaches possess training and experience in the physiology and psychology of adolescent development. Our coaching staff provides the assurances that the time your children spend in swimming will be quality time.

**NSSC Programs:** NSSC believes in its stated practice requirements. We monitor all swimmers to make sure they are maintaining requirements or not swimming excessively. If weekly practice requirements are not met, parents will be notified, and a coaches meeting will be warranted. We believe in a tiered approach to your child's swimming career. This approach will allow for future development with the addition of more practice time and physical/ mental trainings. Our goal is to have them performing at their highest level, while still loving the great sport of swimming. In doing so, we believe they will be in the best possible position if they choose to swim during their college experience. Swimmers will have a minimum, and maximum number of practices per week they can attend. Our program breakdowns can be found on our website titled "Program descriptions".

**Working with the Coach:** You and the coach will work together to have the best interests of your child and the program at heart. Communication is vital to ensure a positive experience in the program. Remember the coaches are the only ones that can give you a complete and accurate answer. Coaches are available to speak only before and after all practices. Never during practice.

## **Registration Information/ Financial Obligations:**

**Forms:** It is the responsibility of the parent or guardian of each child to process and understand all appropriate registration forms, Hanscom access waiver, birth certificates, MAAPP forms, transfer forms and clothing forms. Children will not be allowed to practice or attend meets without all forms and USA Swimming Registration being accurate and complete.

**Club Tuition: All club tuition fees are non-refundable for all programs offered.** The club tuition is set on a yearly and seasonal basis and is broken down by training groups. The club tuition is found on the electronic registration and on the website. The club tuition will only be pro-rated for swimmers joining NSSC after the start of the appropriate season, or for current swimmers who are promoted to a new training level. There will not be a prorated fee for swimmers who interrupt their training during the season. This includes other commitments, common sickness or sports etc. Once you register, nothing entitles you to terminate this agreement without paying the total fees due or to expect a refund of any kind. If you decide to cancel your membership mid-season, any tuition balance owed will be charged to your credit card immediately.

**Paid in Full Year Tuition:** Full Year programs consist of the Fall, Winter, Spring and Summer seasons. Dates are September 6, 2023- August 3, 2024. All Full year program members registration will renew automatically for the next calendar year. Family accounts will be billed in June 2024, and credit cards will be charged July 1, 2024 for the upcoming September 2024 program, unless parents withdraw from the program, in writing, before June 30, 2024. Space in this program is limited. By registering, you are committing to your placement for the full year. **There will be NO refunds regarding tuition registration.** Once registered, nothing entitles you to terminate this agreement without paying the total fees due or to expect a refund of any kind. Parents acknowledge they will be automatically registered for the next year's registration tuition on July 1, 2024.

**Seasonal Payment in Full:** Seasonal Payment in Full for the Fall 2023, Winter 23/24 or Spring and Summer '24 programs are non-refundable. Space in this program is limited. By registering, you are committing to your placement for the entire season (Fall, Winter, Spring and Summer). All Seasonal Payment in Full members will automatically be charged for the next season in full, unless written notification of cancellation is received before:

- Winter Payment in Full cancellation deadline: November 30, 2023. Tuition automatically charged on December 1, 2023.
- Spring Payment in Full cancellation deadline: February 29, 2024. Tuition automatically charged on March 1, 2024.

- Summer Payment in Full cancellation deadline: May 31, 2024. Tuition automatically charged on June 1, 2024.

Once registered, nothing entitles you to terminate this agreement without paying the total fee due or to expect a refund of any kind. Parents acknowledge they will be automatically registered for the next season based on the payment schedule.

**Preteam Group Tuition:** Our preteam group members will be charged \$200 each month. This fee will be automatically charged to accounts on the first of the month. If you do not wish to continue with our program, please notify us of your cancellation in writing prior to the first of the month. Once registered for the month, nothing entitles you to terminate this agreement without paying the total fee due or to expect a refund of any kind. Parents acknowledge they will be automatically registered for the next season based on the payment schedule.

**Seasonal Payment Plan Option:** Seasonal payments renew automatically per season between September 7, 2022-August 5, 2023. Payments must be paid by check prior to scheduled date. Credit cards will be charged on the first day of the payment, if not paid by check. Accounts will be billed two weeks prior to the next payment date. Credit cards must be on file with NSSC. Payment dates are posted on the website and at the Master calendar. It is the parent's responsibility to know the dates of each Payment. There will be NO refunds regarding payment plan tuition. Space in this program is limited. Once you register, nothing entitles you to terminate this agreement without paying the total fees due or expect a refund of any kind. If you decide to cancel your membership mid-season, any tuition balance owed will be charged to your credit card immediately.

**Cancellation of Membership:** If you choose to cancel your membership with NSSC, you must do so before the deadlines posted, in writing to the program administrator via email. Once payment is processed, you will be responsible for that season payment in FULL.

### **Forms of Payment:**

**Tuition:** NSSC expects all tuition payments to be in the form of a check prior to the new season or payment plan scheduled. NSSC accepts cash, checks, Venmo, ACH bank information and credit cards (Visa, Mastercard and Discover). Credit cards are the last form of payment to be used to help the program defer cost.

**Clothing/Meet fee's/Miscellaneous charges:** All charges will be posted to accounts. Credit cards and ACH payments on file will be charged for payment.

**Mandatory Clothing Information:** Green, Blue and White groups.

Women's fee - \$99

Men's fee - \$90

Items include: One White TShirt, One Green TShirt, One Suit, One Silicone cap.

**TShirt Size :** \_\_\_\_\_ **Suit Size:** \_\_\_\_\_

**Insurance:** It is required of all NSSC members to have a current USA swimming membership. The membership not only supports swimming throughout the country, it also provides accident and medical insurance for each swimmer. Each swimmer is covered at any organized practice of NSSC and every competition sanctioned by USA swimming. NEW 2024 REGISTRATION: Families must register their own children with USA Swimming through SWIMS 3.0.

**Mandatory Clothing:** 2023-24 White, Blue and Green members will be issued mandatory clothing at the beginning of their first season. The clothing fee will be adjusted each year based on current cost and charged to your account. Children who misplace an item and need to replace it will be issued that item at practice or at a swim meet. The cost will be charged to your financial account. During specific championship level swim meets, NSSC will have a championship shirt or travel item that will be mandatory for all participants attending that event. The cost will be charged to your financial account.

**Training Equipment:** Children wearing bathing caps are required to wear NSSC logo caps ONLY at all practices and swim meets. Swimmers should have their required equipment with them at every practice. NSSC is not responsible for any lost or stolen items. The requirements for each program level are as follows:

**White:** fins, cap.

**Blue:** fins, cap & training snorkel.

**Green:** fins, cap, training snorkel, Parachutes.

All equipment is available through NSSC and can be ordered by filling out the additional clothing form via email

**Optional orders:** NSSC will have seasonal orders for specific items. These items are optional but encouraged for team identity. Items include, but not limited to, Championship shirts, jackets, Parkas, towels, and backpacks. Order forms will be emailed, and seasonal items will have a deadline date for ordering and are non-refundable.

### **FAMILY ACCOUNTS:**

**Family Account:** Credit cards or ACH payment must be on family accounts for all swim meet and clothing charges. Your Family account will be billed for all charges. Active members have access at all times to their account. Your credit card will be charged for all billing balances and team session dues. Relays will be divided by the four participants at Championship caliber meets. If an athlete misses a relay or does not attend a relay, they will be billed the entire cost of the relay. If you have any questions regarding your financial statement, please contact the Program Administrator, Amy Murphy at [ajmurphy032@gmail.com](mailto:ajmurphy032@gmail.com).

**Account Review/ Finalization:** Charges for Meet entry fees, tuition fees and clothing fees are final and non-refundable. No changes to accounts will be revisited after 60 days from the original posting date. Family accounts are terminated 60 days after terminating participation with NSSC. Termination includes but is not limited to written notice of cancellation, insufficient

funds, termination of participation by coaching staff, or forfeiture of program availability due to lack of participation. Any remaining credits in family accounts not claimed in writing after 60 days will be forfeited and will revert to North Shore Swim Club. Positive credit balances have no cash value and cannot be redeemed for cash. *If the program closes due to a Force majeure - Any tuition credits will be valid for one year from date issued to be used for tuition only. If you choose to discontinue practices or meets due to health concerns, we will understand, however there will be no refunds, if the program continues to remain open.*

### **ADDITIONAL FEES:**

**Late Fee:** If fees are not current, children will not be allowed to practice or be entered in meets. Other payment plans can be worked out but must be to the satisfaction of the club management. Any payment that is overdue, denied when processed or returned will result in a \$30.00 late fee charged to your family account. It is the responsibility of the parent to make sure their credit card is current and up to date on file. Late fee's automatically process to past due accounts on the 8<sup>th</sup> of the month.

**Facility Surcharge:** due to facility fee's outpacing event fee's, teams must add a facility fee to swim meets to cover pool cost. These are a once per meet fee, averaging between \$20.00 - \$27.00 per meet.

**Event Surcharge:** For each swim meet event in which a swimmer is entered a \$2.50 per event surcharge is added to the cost of the event and will appear on your financial statement. The purpose of this surcharge is a coaching cost and to keep the club fees down by having the swimmers that swim the most, help in paying a portion of the club's expenses for that meet.

**Swim Meet Service Charges:** Coaches and parents must work together to build a swim meet schedule for their swimmer. Parents are expected review the schedule of meets offered then accept or decline all meet invitations. Remember, your child is expected to attend one swim meet session per month. Deadlines to declare for the season's swim meets are:

**Fall:** September 15, 2023

**Winter:** December 22, 2023

**Spring:** March 22, 2024

**Summer:** Returning Members: June 21, 2024

If you do not accept or decline your invitation, coaches will decide if your child should be entered. You will then be responsible for all meet fees.

**Non- Participation Charge:** NSSC is a competitive program. Swimmers are expected to attend swim meets. Families who choose not to swim in one swim meet session per month per season will be charged a \$100.00 non-participation fee. The minimum standard for swim meet participation is one swim meet session per month, per child. Continued non-participation can result in removal from the program.

**USA Swim Meet Volunteer Non-Compliance:** All parents are expected to help with hosted swim meet operations or scheduled work assignments at travel meets when their child is participating. A fine of 200.00 per swim meet will be placed to your account for a non-worked session or incomplete session of work. If you have a conflict during your child's session, you are responsible to be proactive. Please contact the Parent Work Assigner Mat O'Brien, one week in advance to arrange to make up your session responsibility, help prior to or after the swim meet.

**Reactivation Fee:** If accepted back into the program after closing your account, you will have a 30.00 reactivation processing fee.

**Legal Fees:** Occasionally, NSSC must participate in legal proceedings with members and families. If this occurs for ANY REASON, the member family will be responsible for any, and all fees (legal, accounting, travel, out of pocket reimbursements) pertaining to that occurrence, incurred by North Shore Swim Club.

### **USA SWIM MEETS:**

NSSC competes in regularly scheduled USA meets sanctioned by United States Swimming during the Short Course and Long Course season. Swimmers are expected to compete, when ready. Competition is a barometer of improvement. NSSC offers all levels of swim meets throughout the season. Please review with your coach which meets are appropriate for your child, and declare by September 15<sup>th</sup>, December 22<sup>nd</sup>, March 22<sup>nd</sup> and June 21<sup>st</sup> for returning members. Therefore, attendance is expected. Swimmers will be entered into all meets, unless you OPT OUT by the deadline date provided on the club meet page on the website. When OPTING OUT, please remember that all swimmers are expected to compete in at least 1 swim meet session per month. NSSC is a competitive swim club.

### **USA Meet Entry Procedure**

- Review Team Events page on website.
- After clicking on a meet, click on Edit Commitment
- Accept or decline by seasonal deadline date.
- Changes can be made to NSSC hosted meets up to two weeks prior to swim meet date. Accounts will be charged two weeks prior to the first day of the meet.
- Parents will be responsible for picking which day their child attends.
- Parents are responsible for all entry costs, regardless of participation or child's health.
- Once the seasonal deadline date has passed, the entry will be finalized by coaches. Coaches will review and finalize accepted swimmers supplied by parents and will enter non committed athletes into appropriate events for each meet. Families will be responsible for all meet fees.
- Coaches Pick all events for children. Coaches will not add a day to a child's meet events. However, they may add a distance event that is during a prior or following the scheduled

session. In this case, swimmers will be expected to attend the added event(s), and parents will be responsible for the swim meets fees.

- Parents are required to sign up for their volunteer work assignment.
- Swimmers who are deemed by the coaching staff as "not ready" for competition due to lack of attendance or mental approach, will not be entered or will be scratched at their expense. This applies before and after deadline dates.

**Relays:** Each relay will be divided by the four participants at Championship caliber meets. If an athlete misses a relay or does not attend a relay, they will be billed the entire cost of the relay.

**Communication:** North Shore Swim Club utilizes the internet to conduct team communication. The team web site is <http://www.northshoreswimclub.com> and is the main source of information between the coaching staff, parents and swimmers. Practice schedules, swim meet information and important notices are posted on the web sites main page and calendar. Make sure you and your swimmer(s) check the web site on a "Daily Basis", for new information. It is the parent's responsibility to know current information. Coaches e-mail addresses are available on the web site. Please add [notifications+nesnssc@teamunify.com](mailto:notifications+nesnssc@teamunify.com) to your address book for all emails.

**E-Mail Information/Facebook/ Instagram/SMS:** The email you provided on your club registration will be used as your primary contact. The cell phone you provided will be used for text and emergencies only. Please be sure to verify your email addresses and phone numbers. Please provide contact information that you will be informed with quickly. Parents are responsible to keep these contacts accurate. The club has an e-mail group that exists to enhance group communication. We utilize a Facebook, and Instagram page under North Shore Swim Club for highlights and general information. NSSC adheres to all USA Swimming and Safe Sport Electronic policies.

**Phone Information:** Associate head coach and facility coach phone numbers are located on the website. Please respect coach's personal time. No phone calls during practice, before 8:00 AM or after 8:00 PM.

**Parents Meetings:** When scheduled, you are required to attend a mandatory parents meeting. Parent meetings will be posted on the website and on the Daily Calendar.

**Coach, Parent Code of Conduct:**

NSSC adheres to USA Swimming's SAFE SPORT Code of Conduct and the Center for SAFE SPORTS Minor Athlete Abuse Prevention (MAAP) policies. Upon acceptance to North Shore Swim Club, all members will be expected to conduct themselves appropriately. When conduct is in doubt by anyone associated with NSSC, it will be the discretion of the coaching staff, based on USA SWIMMING SAFE SPORT/ MAAP protocols, to administer appropriate disciplinary action including dismissal from the program. The Parent code of conduct form must be completed and submitted to club administration prior to acceptance into the program.

They are found on the website. Actions not covered by the code of conduct or that of the USA SWIMMING code of conduct but are deemed detrimental to members of the program or NSSC in general, will be dealt with by the Program Director.

**Training Schedule:** The Master Calendar and Practice schedules are provided in advance online at: <http://www.northshoreswimclub.com>. The POOL SCHEDULE indicates pool location and overall scheduled practices. The MASTER CALENDAR indicates cancellations, changes, special events or specific events. Holiday/vacation schedules will be emailed and posted on the Master calendar. NSSC follows the school calendar at Medford and St. John's Prep. If there is no school, we do not have practice at that location.

**Training Facilities:** Our ability to run successful swimming programs is 100% reliant on good relations with our facilities. We are guests at all facilities. It is the parent's responsibility to understand and follow facility rules and regulations.

**Pool Closures:** Check the Master Calendar/practice schedule for days, times and training groups at each NSSC facility location. NSSC provides multiple practices per day. However, on occasion, pools and practices are cancelled, changed or closed, due to powers out of NSSC's control. When this occurs, you may need to travel to another location during this time. NSSC does not give refunds when pools are unavailable, due to safety, facility, or water quality issues. Periodic inconveniences are part of life, and we would expect swimmers to make their training commitments by attending another practice location. ***If the program closes due to Force Majeure - Any tuition credits will be valid for one year from date issued to be used for tuition only.***

**Illness and Injury:** The facility coach should be informed of an illness or injury. Please notify in person, e-mail or phone, to make the coaching staff aware of the situation. There will be no reimbursement for missed practice due to an illness or injury.

**FUNDRAISING:** North Shore Swim Club believes our athletes should be involved in giving back to the program. We rely on fundraising and Corporate Sponsorships to be able to continue to offer the high-quality competitive swim program that it has provided to its members for over 25 years. NSSC never turns anyone away due to their financial situation. With the rising cost of all expenses, we seek your help in securing the financial foundation needed to support our members. Any NSSC family that is registered during the 2023-24 seasons or Full Year will be REQUIRED to raise: White: \$100.00 annually. Blue: \$150.00 annually. Green: \$200.00 annually.

### **Annual Swim-A-Thon Information:**

All swimmers registered for any season during the 2023-2024 year must raise funds and participate.

Fundraising Dates: March 1, 2024 through April 13, 2024

SwimAthon Dates: April 8-132024

**If Funds Are Not Raised:**

Seasonal and Full Year members will have their accounts charged after the Swim A Thon if they do not participate, up to the required amount to be raised. This charge will remain on your account until paid via credit card or check.

**100% OF YOUR SUPPORT OF NSSC HELPS US TO:**

- Supplement Scholarship families pay for pool swim space
- Hire qualified swim coaches/ support officials
- Host swim meets (pay for equipment such as stop watches, electronic timing, flags, etc.)
- Provide practice equipment (kick boards, clocks, etc.)
- Promote and support Community outreach events

**Professional Services:** NSSC works closely with many professional services in the area. This includes Physical Therapist, Trainers, Orthopedics, Nutritionist and Psychologists. We have relationships and will recommend these services, as needed. However, we are not responsible for services or liabilities. Final decisions to utilize these services are a parent’s decision and are no way linked to North Shore Swim Club. If your swimmer is interested in working with other professional services, they must first collaborate with their coaches to help design a program for the best possible outcome for their swimming career.

**In Closing:** Although comprehensive in the outlining of the North Shore Swim Club, not all policies or procedures might be covered. When a new situation occurs, NSSC administration will make every decision in the best interest of the child’s safety, security, and wellbeing in the program. The coaching staff encourages all parents to be part of this wonderful organization and help us, help the children!

**PARENTS/ GUARDIANS:** It is your ultimate responsibility to understand and respect the policies and procedures of NSSC. By doing so, you will help to ensure your child has a positive, productive experience in the program. In signing this document, you agree to comprehend, adhere to and uphold all NSSC policies, procedures, rules and regulations.

Parent/ Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## North Shore Swim Club PARENT CODE OF CONDUCT

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The purpose of a Code of Conduct 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. I agree with the following statements:

- I will set the right example for our children by demonstrating sportsmanship and showing respect and common courtesy at all times to the team members, coaches, competitors, officials, parents, and all facilities.
- I will get involved by volunteering, 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 swimmers will not be tolerated.
- I will respect the integrity of the officials.
- I will respect the program and staff and will refrain from posting negative or disrespectful comments about the coaches, staff, or team on any social media.
- I will direct my concerns first to my swimmer's coach; then, if not satisfied, to Head Coaches, Mathew O'Brien and Dave Martin.

I understand the above expectations and that my failure to adhere to them may result in disciplinary action and/or termination of club membership.

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Parent Signature

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Date

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Parent Name (printed)

## **North Shore Swim Club Team Travel Policy**

Athletes are most vulnerable to misconduct during travel, particularly overnight stays. This includes a high risk of athlete-to-athlete misconduct. During travel, athletes are often away from their families and support networks, and the setting – new changing areas, locker rooms, workout facilities, automobiles and hotel rooms – is less structured and less familiar.

### **Definition:**

Team Travel is defined as overnight travel to a swim meet or other team activity that is planned and supervised by the club or LSC. USA Swimming Required Policies

- a) Club travel policies must be signed and agreed to by all athletes, parents, coaches, and other adults traveling with the club. (305.5.D)
- b) Team managers and chaperones must be members of USA Swimming and have successfully passed a USA Swimming-administered criminal background check. (305.5.B)
- c) Regardless of gender, a coach shall not share a hotel room or other sleeping arrangement with an athlete (unless the coach is the parent, guardian, sibling, or spouse of that particular athlete). (305.5.A)
- d) When only one athlete and one coach travel to a competition, the athlete must have his/her parents' (or legal guardian's) in attendance for the duration of the trip. (305.5C)

### **North Shore Swim Club Policies:**

- a) Athletes shall not ride alone in a coach's vehicle at any time.
- b) To ensure the propriety of the athletes and to protect the staff, there will be no male athletes in female athlete's rooms and no female athletes in male athlete's rooms (unless the other athlete is a sibling or spouse of that athlete).
- c) Curfews shall be established by the team or LSC staff each day of the trip.
- d) Team members and staff traveling with the team will attend all team functions including meetings, practices, meals, meet sessions, etc. unless otherwise excused or instructed by the head coach or his/her designee.
- e) The directions & decisions of coaches/chaperones are final.
- f) Swimmers are expected to remain with the team always during the trip. Swimmers are not to leave the competition venue, the hotel, a restaurant, or any other place at which the team has gathered without the permission/knowledge of the coach or chaperone.
- g) When visiting public places such as shopping malls, movie theatres, etc. swimmers will stay in groups of no less than two persons.

**North Shore Swim Club Penalties/Consequences for Violations:**

- a) Failure by a North Shore Swim Club member to adhere to team travel policies may result in a warning to the member and his parent/legal guardian if applicable.
- b) Penalties may also be a suspension from team activities, future travel meets or being sent home from the team travel destination at the parent's expense.
- c) Consequences will be dealt with by the Program Director per the club manual on discipline when all parties return home and are interviewed.

North Shore Swim Club Travel policies are only for club sanctioned TEAM TRAVEL Meets and only available for athletes age 13 and over. Any 12 and under athletes who are allowed to attend a swim meet that is designated as a Team Travel Meet will be chaperoned and accompanied by a parent or legal guardian at all times and is the responsibility of the coach or team chaperone.

Signature :



# Minor Athlete Abuse Prevention Policy

North Shore Swim Club

Effective: September 1, 2021

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## 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 12month 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 USA Swimming member within the previous 12 months.

**Organization:** North Shore Swim Club

## EXCEPTIONS

**[Note: Exceptions apply only where specified]**

**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

### 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

### 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 the North Shore Swim Club, which can be withdrawn at any time.
- c. Parents/legal guardians must be allowed to observe the individual training session.



## ELECTRONIC COMMUNICATIONS

### 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.

### 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.

### III. 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.

### IV. 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

### 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.

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 InProgram 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**

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.

**MESSAGES, 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.