



# OLYMPIAN SWIM CLUB UNIFIED FINANCIAL POLICY

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## REVISION:

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## 1 Definitions

The following terms have these meanings:

- **“Annual Financial Commitment”** is a portion of Membership Fees, which is payable directly or earned in whole or in part by any combination of direct payment, bingo, concession, casino, or other fundraising activities.
- **“Board”** means the elected board of directors of the OSC.
- **“Bylaws”** means the bylaws of the OSC as may be amended subject to the approval of membership at a general meeting from time to time.
- **“Donation”** is cash or in kind (product) donation made to the OSC or OSC event with little or no expectation of commercial potential and is primarily motivated by the generosity of the donor.
- **“Head Coach”** means the head coach of OSC.
- **“Member”** means member of the OSC as defined in the OSC’s bylaws.
- **“Member Account”** means the accounting record, which is kept by the OSC recording charges and credits attributed to each member of the OSC.
- **“Member Account Credit”** means monies credited to a member account, which members may apply toward satisfying amounts owed to OSC, or as future credit to the member’s account.
- **Membership Fees** - *The total financial commitment by members to OSC that is composed of Program Fees and the Annual Financial Commitment.*
- **“Membership Participation Points Policy”** means the current OSC policy governing volunteer participation requirements as may be amended or renamed from time to time but whose penalties for non-compliance are defined in this policy.
- **“Membership Participation Points”** are earned for designated volunteer activities as defined in the Membership Points Policy. MPP represents the volunteer labor that enables OSC to host swim meets, sustain board, and other critical club duties.
- **“Mini-O’s program”** (hereinafter “the Program”) is developed and administered by the OSC, designed for children 5 to 11 years old with minimal swimming experience. The Program introduces swimmers to all four competitive swim strokes through three levels of achievement Bronze, Silver, and Gold, ultimately to progress into the OSC’s competitive program. Exceptions to the age limit of 11 years old can be discussed with OSC General Manager, best interest of the swimmers and their progress forward is high priority.
- **“OSC”** means the Olympian Swim Club.
- **“OSC Fee Schedule”** means the document outlining registration fees, yearly program fees, and Member Participation Points as assigned to various OSC program levels.
- **“Post-Secondary Swimmer”** Swimmers who are enrolled in a post-secondary institution and swim with that post-secondary institution’s swim team, or a club associated to that post-secondary institution, but who return to swim with the OSC during a portion of the year when they are not attending their post-secondary institution.
- **“Program Level”** is the group based on age and skill where the swimmer will train.
- **“Programming”** encompasses the in water and dry land training and associated facility, coaching and administrative and other costs incurred by OSC to provide this training.
- **“Program Fees”** is a portion of Membership Fees that is paid directly to OSC and can be paid in full or installments, such as a monthly fee.

- **“Raffle”** is a lottery fundraiser where tickets are purchased for a chance to win a prize; a raffle license is required from AGLC.
- **“Registration Fees”** means those fees applicable to each swimmer which include the cost of registration with Swim AB, OSC team apparel fee, and OSC Social Event fee.
- **“SNC”** means Swimming Natation Canada (Swimming Canada) the federal governing body for swimming in Canada.
- **“Sponsorship”** is cash or in kind (product) donation made to the OSC or OSC event in return for access to the commercial potential of association to the OSC or OSC event.
- **“Swim AB”** means Swim Alberta, the provincial governing body for swimming in Alberta.
- **“Swimmer”** means club participant associated with a member / member account, normally a swimmer’s parent(s) or guardian.
- **“Swim Season”** means the time period of September 1 in one year to August 31 of the next year.

## 2 Purpose

- 2.1. This policy governs the registration and financial policies of the Olympian Swim Club (OSC).
- 2.2. Member participation (hereinafter “volunteer”) requirements, with the exception of financial fines for non-completion of those requirements, are governed by the Membership Participation Points Policy.
- 2.3. This policy contemplates club finances and fundraising, including Donations, bingos, and concessions.

## 3 OSC Membership Fees

- 3.1. Fees associated to membership in the OSC include:
  - Registration Fees as outlined in Part 4 of this policy.
  - Program Fees as outlined in Part 5 of this Policy.
  - Annual Financial Commitment as outlined in Part 6 of this policy.
    - Information and Procedures concerning fulfillment of Bingo, Concession, Casino, and Fundraising are subject to change from time to time, upon approval and notice from the Board as posted on the OSC website.
- 3.2. Membership Fees do not include swim meet entry fees and / or travel and apparel expenses associated with swim meets and training camps, which will be invoiced as an additional cost to Member Accounts as incurred.

#### **4 Registration Procedures and Registration Fees**

- 4.1. Registration with OSC will take place prior to the beginning of each Swim Season, but may occur at any time during the season, for swimmers new to the club, upon the approval of the Head Coach.

##### Security Deposit / Credit Card Authorization

- 4.2. At the time of registration, each Member shall provide a valid credit card information together with credit card authorization as security for payment of:
- Balances unpaid in the Member Account after the first day of each month; and
  - Member Participation Point fines in accordance with this policy; and
  - Unfulfilled Annual Financial Commitment.
- 4.3. At the time of registration, Members who intend to pay their monthly Member Account balances via credit card shall provide OSC with notice of their intention for payment via credit card together with proper authorization of the same.

##### Registration / Swim AB and SNC Registration Fees

- 4.4. Registration Fees applicable to each OSC Program Level will be set out in the OSC Fee Schedule and are non-negotiable and non-refundable. Registration fees must be paid in full at the time of registration and include:
- Swim AB registration fee;
  - SNC Registration Fees for participation in Swim-A-Thon or similar fundraising events, if applicable;
  - Premiums for insurance coverage provided by Swim AB's group insurance plan, if applicable;
  - Mandatory OSC Team Apparel Fee as set out in the Fee Schedule; and
  - Social event and / or other team fees which may include fees for club social events as determined by the Board on an annual basis and stipulated in the Fee Schedule.
- 4.5. The family / sibling discount will not be applied to Registration Fees.
- 4.6. Member Account Credits existing at the time of registration may be applied toward Program Fees.
- 4.7. Outstanding Member Account balances from each season with OSC, or any Swim AB or SNC affiliate must be paid in full, prior to upcoming season registration with OSC.

##### Joining OSC Mid-Season

- 4.8. Any Swimmer applying to join the OSC's competitive program, after the commencement of the Swim Season, must have their Program Level placement approved by the Head Coach before that Swimmer's registration will be processed by OSC.
- 4.9. Any Swimmer approved to join OSC mid-season will be required to pay the full amount of all Registration Fees and adhere to all other registration requirements as defined in this policy, with the exception of that portion of the registration fee

attributable to SNC, which will be pro-rated in accordance with SNC policy if registration is after April 1 of the Swim Season.

- 4.10. The Program Fees, Annual Financial Commitment and Membership Participation Points for the joining Swimmer shall be prorated based on the number of months remaining in the Swim Season, with any required calculations rounded to the nearest whole number.

## **5 Program Fees**

- 5.1. Program Fees applicable to each OSC Program Level will be set out in the OSC fee schedule and will be calculated based on 10 equal monthly installments (normally September to June).
- 5.2. Program Fees may be paid in full at the time of registration or via pre-arranged monthly installments.
- 5.3. Member Account Credit may be applied toward monthly Program Fees.
- 5.4. Swimmers qualifying for Championship events (excluding Provincials), which may extend into July and August of the Swim Season, or who continue to train beyond the ten-month program season by invitation of the Head Coach, will be charged Program Fees for one additional month after June.

## **6 Annual Financial Commitment**

- 6.1. Program Fees do not account for the full cost of club Programming and / or administration. This additional cost is reflected in the Annual Financial Commitment.
- 6.2. Annual Financial Commitment for each OSC Program Level will be set out in the OSC Fee Schedule as a single financial commitment to the club.
- 6.3. Members may fulfill their Annual Financial Commitment by:
- Payout of the full value of their Annual Financial Commitment.
  - Payout by any combination of direct payment, Bingo / Concession / Casino or Fundraising comprising the full value of their Annual Financial Commitment.
- 6.4. Remuneration for Bingo, Concession, Casino, and other Club Fundraising commitments will be determined by the Board on an annual basis and will be set out in the Fee Schedule.
- 6.5. The OSC provides no guarantee of opportunity to meet the Annual Financial Commitment through Bingo/Concession/Casino/Fundraising combination alone.
- 6.6. Members will be required to have completed, at minimum, forty (40) percent of their Annual Financial Commitment by January 31 of each Swim Season and must fulfill the remaining commitment of their Annual Financial Commitment by August 31 of each Swim Season, specifically.
- Failure to meet this requirement will result in the suspension from entry into further competition and participation in OSC training camps; regular training may continue provided Program Fees are met.
  - The full Annual Financial Commitment for each Swim Season must be met prior to registration for the following Swim Season.

- For Swimmers that withdraw from the club during the season, a minimum portion of the training fees, fundraising and volunteer commitments must be earned/paid as follows:

Withdrawal date between:

October 1 – December 31 - 35% of Fees and Commitments

January 1 – April 30 - 75% of Fees and Commitments

After April 30 - 100% of Fees and Commitments

- 6.7. Record of Bingo / Concession / Casino and Fundraising Commitment credit will be maintained by the OSC's Fundraising Director.

#### Bingo / Concession / Casino & Other Specified Commitments

- 6.8. The credit available for each bingo/concession/casino and other specified commitments will be determined by the Board on an annual basis taking into consideration the subject season's budgetary requirements, the length and the nature of the commitment shift, and other relevant factors as the Board may advise. Remuneration for commitment shifts (this is not a defined term) will be set out in the Fee Schedule.
- 6.9. Members will be permitted to utilize the services of other Members or non-members to work bingo / concession and casino shifts, to earn credit toward their Annual Financial Commitment provided that this arrangement and designation is provided in advance of the subject shift. The club assumes no responsibility for overseeing or assuming liability in such arrangements.
- 6.10. Bingo / concession / casino shifts shall only be applied to the current season, with the exception of shifts completed during the months of July and August.
- 6.11. Sign-up for bingo / concession / casino shifts will be posted on the OSC website on pre-announced dates throughout the Swim Season, as determined by OSC staff and / or Board:
- Members are responsible for their own sign-up through their OSC Member Account; if a Member wishes to utilize the services of another person to work a commitment shift, the full name of the individual actually working the commitment shift must be noted in parenthesis beside the Member's name so that credit may be awarded properly for the shift.
  - All Members are restricted from signing up no more than two (2) workers per family per Bingo Shift and Concession Shift.
  - At the discretion of the Bingo / Concession / Casino Chairperson, some key positions may be reserved for Members with requisite training and / or experience to fulfill the job requirements.
- 6.12. Other specified commitments, including but not limited to Chaperone, Electronic Chair, Off Deck Meet Management roles (Meet Manager, Volunteer Coordinator, Hospitality Chair etc.) and other critical club functions, may be assigned credit toward Annual Financial Commitment. These commitments will be specified in the annual fee schedule or approved by a majority vote of the board of directors as may be required from time to time.

- Commitments, which may be considered for credit toward Annual Financial Commitment, will normally be associated with critical roles which contribute to club revenue and require a commitment which is exceptional with respect to time commitment and/or complexity of the job function.

#### Penalty for Missed Bingo / Concession / Casino Shifts

6.13. In addition to forfeiting credit for a missed shift, a Member failing to attend a scheduled shift shall incur a fine which will be levied against the Member's account as follows:

- First missed shift - \$100.00
- Second missed shift - \$250.00

6.14. Members who fail to attend two (2) or more scheduled Bingo / Concession / Casino shifts:

- Will no longer be entitled to work further shifts without prior written approval of the Board.

## **7 Fundraising**

7.1. Fundraising activities (including Raffles as outlined below) will be administered by OSC and led by a Member or Members approved by the Board. Members assigned to lead a fundraising activity will be compensated with Membership Participation Points in accordance with the Membership Participation Points Policy. Remuneration via points will be commensurate with the time commitment and complexity of the fundraiser or Raffle as designated by the Board.

7.2. Members leading a fundraising activity (hereinafter "Member Leads") will not be financially compensated with a share of profit from the fundraising activity outside of any credit received toward their Annual Financial Commitment as otherwise described in this policy.

7.3. Member leads incurring out of pocket expenses as a result of their role for the benefit of the fundraiser, will be entitled to submit an expense claim for reimbursement to the OSC office on approval by the Board or the Executive.

7.4. Unless otherwise stated, Members who participate in a fundraising activity will receive a credit toward their Annual Financial Commitment in an amount equal to the portion of profit generated by that Member's participation minus a five (5%) percent administration fee.

7.5. Members may be permitted to conduct individual or group fundraising initiatives (Example: Event specific fundraising for training camps or travel) subject to Board approval.

- Members who initiate a fundraising activity will take on all responsibility for the fundraising event including, but not limited to, planning and all administrative aspects of the event, ensuring the event is compliant with all AGLC requirements, and reporting to the Board through an income and expense report.



- 7.6. OSC may designate a special Raffle(s) in which participating Members will be compensated based on a predetermined formula as set by the Board, prior to the commencement of the Raffle.
- Raffle events will be conducted in accordance with the requirements of the Alberta Gaming and Liquor Commission (AGLC).

## **8 Member Participation Point Fines**

Membership Participation Points (hereinafter "MPP") commitment for Swimmers in each OSC Program Level shall be assessed yearly and set out in the OSC Fee Schedule. The MPP Policy will fully outline the requirements of the same.

- 8.1. MPP have no cash equivalency.
- 8.2. MPP cannot be banked or carried forward from one Swim Season to the next.
- 8.3. A Member may complete MPP on behalf of another Member, so long as that designation is made prior to the MPP being earned; MPP cannot be transferred retroactively.
- 8.4. A fine in accordance with the OSC Fee Schedule will be levied against any Member who fails to complete their MPP commitment prior to August 31 of the subject Swim Season. Registration for future Swim Seasons will not be permitted until all fines levied under this policy have been paid in full.
- 8.5. OSC's administrative staff will maintain a record of MPP for each Member.

## **9 Member Account Credit**

- 9.1. Upon fulfillment of the Annual Financial Commitment, subject to availability, Members may be allowed to work Bingo/Concession/Casino or other specified commitments to earn Member Account Credit.
- 9.2. Member Account Credit may be earned, within such limitations as set out by this policy and relevant procedure, by completing extra bingo, concession, casino, other specified commitments or fundraising beyond the Annual Financial Commitment specified in the OSC Fee Schedule. The credit issued in these instances will be sixty (60%) percent of the specified fee in the fee schedule.
- 9.3. Member Account Credits will be applied towards a Member's Account.
- 9.4. 3 days prior to the bingo/concession/casino shift, priority will be given to Members with outstanding Annual Financial Commitment; thereafter, any Member will be allowed to sign up for shifts for Member Account Credits.
- 9.5. The Board will have full discretion on allocation of Bingo/Concession/Casino shifts with respect to Member sign up; from time to time, the Board may approve Members to sign up for shifts without application of 9.4.
- 9.6. Member Account Credits are non-refundable and are not transferable to other Members.
- 9.7. The OSC will endeavor to process Member Account Credit monthly but cannot guarantee this timeline as the receipt of required documentation from third parties is outside the control of OSC.
- 9.8. Member Account Credit cannot be earned until after a Member has fulfilled their Annual Financial Commitment shifts. Prior to the completion of Annual Financial



Commitment, any credit earned will be processed as part of the Annual Financial Commitment.

- 9.9. Only Member Account Credit processed and posted by the OSC may be applied toward an outstanding Member Account balance.

## **10 Multiple Swimmer Family Discount**

- 10.1. Members with multiple Swimmers are eligible for a discount on Program Fees, Annual Financial Commitment, and Membership Participation Points Commitment.
- 10.2. The multiple Swimmer discount does not apply to Registration Fees.
- 10.3. The Member with multiple Swimmers will be responsible for the full costs for the Swimmer with the highest Program and Annual Financial Commitment fees, with the discount applied against the fees for subsequent Swimmer(s) as per the terms set out in the Fee Schedule.

## **11 Adjustment to Fee Schedule**

- 11.1. The Board reserves the right in exceptional circumstances to make adjustments to the OSC Fee Schedule as it relates to Program Fees and / or Annual Financial Commitment to ensure that the club's financial commitments are maintained.
- 11.2. The fee schedule as set at the beginning of the Swim Season is based on the best projections of costs (e.g., Pool, Coaching, Administrative) for the Swim Season, which are subject to variability dependent on a number of factors including total Swimmer enrolment.
- 11.3. Members will be advised in writing of any adjustment to the Fee Schedule one month in advance of the implementation of any change.

## **12 Member Account Monthly Invoices**

- 12.1. Program Fees, meet entry fees, swim meet travel deposits and travel cost adjustments, clothing and equipment costs, and all other fees incurred against a Member's Account will be included on the Member Account Monthly Invoice. Members can view their account status on the Member Account page at any time.
- 12.2. Member Account invoices will be issued electronically through the OSC website on the first day of each month. Any balance owing shall be payable in full by the Member upon issuance, by credit card, cheque, cash, or Member Account Credit.
- 12.3. Members who have provided pre-authorized credit card authorization will have their credit card automatically charged for the invoice as issued on the first day of each month.
- 12.4. Any Member whose credit card is declined, or who provides OSC with a cheque for payment, which is returned NSF, will incur a \$25.00 processing fee automatically charged to their Member Account.
- 12.5. Members will be afforded sixty (60) clear calendar days from an invoice's date of issuance, to indicate any disagreement with the invoice, in writing to the OSC Office. If such notice is not received, the invoice will be deemed to have been correct and due in full as issued.

- 12.6. Member Account balances (not inclusive of Annual Financial Commitment) will be considered overdue if not paid within sixty (60) days of the date of issuance.
- 12.7. In accordance with Section 3.2.2 of the OSC Bylaws, a Member who fails to pay a Member Account balance within 60 days (or does the Bylaw say two months) of the due date as indicated on the invoice will be subject to removal as a Member by a majority resolution of the Board.

### **13 Refund Policy**

- 13.1. All Registration Fees are non-refundable for all Program Levels.
- 13.2. Swimming fees are payable at the beginning of each month and there will be no refunds granted for partial months for any reason.
- 13.3. Program Fees, paid in advance by withdrawing Members, after the start of the season, will only be refunded as set out in (***Leaving OSC – Section 17***)

#### Injury

- 13.4. There will be no refund or credit for Program Fees for program time missed by Swimmers, except in the event of injury, which causes the Swimmer to miss more than the period of one month of Programming, and only upon written request to, and approval of, the Board.
- 13.5. Upon the Swimmer missing a period of one month or more of training, or the reasonable expectation that the Swimmer will miss more than one month of training, a Member may make an application for a refund in writing to the Board, with accompanying medical documentation, substantiating the absence, or reasonably expected absence due to injury.
- 13.6. The Board will review a refund request and may request further information in order to make determination whether credit should be extended to the Member Account for the period the Swimmer was absent due to injury. Any decision of the Board in relation to a request for credit due to medical reason is final without avenue for appeal and will be communicated to the Member in writing.
- 13.7. If a Swimmer's absence due to injury is extended beyond a period of one-month, additional medical documentation may be requested from the Swimmer by the Board.
- 13.8. Members are reminded that group space is often limited and that groups are structured based on group size, lane availability, and coach to Swimmer ratios. The absence of a Swimmer for a prolonged duration affects overall budgetary considerations.

### **14 Overdue Member Account Balances**

- 14.1. Member Accounts more than thirty (30) days overdue will be subject to an interest charge of 1.5% per month (18% per year).
- 14.2. Swimmers, whose associated Member Account is more than 30 days overdue, will not be allowed to participate in program sessions.
- 14.3. Subject to the majority resolution of the Board, a Member who fails to fulfill their financial commitments, may be subject to the following:

- Subject to Part 4 of this policy, the Member's credit card may be charged for all amounts owed to the OSC.
- Suspension from travel, competition, training and/or membership with OSC.
- Other such action as deemed appropriate by the Board.

14.4. No sanction imposed by the Board under this, or any other section of this policy, shall take effect until one (1) week after the date of written notice of sanction has been sent by the OSC to the Member, either to the email address on file with OSC for that Member or by other means.

14.5. The OSC reserves the right to not release a Swimmer to another swim club if the Member Account associated with the Swimmer is unpaid.

14.6. Overdue Member Accounts may be subject to other legal action as may be approved by the Board for collection of balances owed to the OSC. All collection costs, including but not limited to, charges and expenses, legal or otherwise, incurred by the OSC in collecting on the balance outstanding, will also be charged against the subject Member's Account.

## **15 Changing Program Levels Mid-Season**

15.1. The Head Coach will have sole discretion to determine the Program Level for each Swimmer in the OSC's competitive program. Any change in Program Levels after the commencement of the season will be at the recommendation and approval of the Head Coach.

15.2. At such time that a Swimmer changes Program Levels, the Member shall:

15.2.1. Pay in full the difference between the Registration Fees for the Swimmer's new and the previous Program Level. The difference in payment between Program Levels will be levied commencing the first full month at the new Program Level.

15.2.2. Thereafter, the Program Fees payable for the Swimmer's new Program Level shall be applied for the duration of the season.

15.3. The Annual Financial Commitment and Membership Participation Points will be prorated at the time of transfer to the new Program Level, rounding to the nearest whole number in consideration of the number of months remaining in the Swim Season.

15.4. There will be no credit due to a Member Account if any fees associated to the new Program Level are less than those set out for the previous Program Level.

## **16 Step-Up Program**

16.1. The Step-Up program provides a three (3) month transition period for Swimmers identified by their coach at their current Program Level, and approved by the Head Coach, as being potentially ready to move to a higher Program Level.

16.2. During the time frame that a Swimmer is in the Step-Up program they will attend one additional workout each week at the higher Program Level at which time OSC coaches will assess whether the Swimmer is ready to permanently enter the higher Program Level.

- 16.3. Upon the completion of the Step-Up program, or at any point prior, at the sole discretion of the Head Coach, a decision will be made as to whether the Swimmer is ready to train at the higher Program Level.
- 16.4. At such time that a Swimmer is approved to move permanently to a higher Program Level, the provisions for changing Program Levels mid-season will be applied. There will be no additional fees payable for the initial three (3) month transition period.
- 16.5. If, after the three (3) month transition period, it is determined that the Swimmer is not ready to transition to a higher Program Level, at the sole discretion of the Head Coach the Swimmer may be allowed to continue to participate in a further Step-Up program.
- 16.6. A Member will be required to pay a differential fee of \$30.00 per month for each month the Step-Up program is extended beyond the initial three (3) months' transition period.
- 16.7. Prior to any consideration of a Swimmer's selection for the Step-Up Program, written agreement must be provided to the OSC by the Member's family, to pay any additional Registration, Program and Annual Financial Commitment Fees that, which may be incurred by either participation in the Step-Up Program or eventual placement in a higher Program Level.

## **17 Leaving OSC**

- 17.1. A Member must provide written notice of intention to withdraw to the Board if they choose to withdraw from the OSC after commencement of the Swim Season.
- 17.2. A Member's resignation from OSC will be effective on the date written notice of intention to withdraw is received at the OSC Office.
- 17.3. If a Member withdraws from OSC, the following will apply:
- There shall be no refund of Registration Fees previously paid by the withdrawing Member.
  - Program Fees will be prorated based on the number of months completed (rounded up to the nearest whole month) in the Swim Season.
  - The withdrawing Member will be responsible for payment of any unpaid Programming fees.
  - Annual Financial Commitment and Membership Participation Points commitment will be prorated based on the number of months completed (rounded up to the nearest whole month) in the Swim Season.
  - The withdrawing Member will be responsible for any outstanding Annual Financial Commitment and fines associated to MPP commitment, charged to the Member Account.
  - All Member Account Credits accrued at the time of withdrawal will be applied toward any outstanding Member Account balance as due.
  - Any Member Account Credit remaining after application to the withdrawing Member's account is non-refundable and non-transferable to any other Member. Account credit other than Member Account Credit, earned through the OSC Activities, and after reconciliation of all other fees and or liabilities to

the club are paid shall be refunded by the OSC to the withdrawing Member within thirty (30) days.

17.4. Withdrawing Members shall verify the exact amounts of Program Fees payable, Annual Commitments and Membership Participation Point Commitments with the OSC Office.

17.5. The OSC will not release any withdrawing Swimmer / Member to another swim club if the Member Account associated with that Swimmer is not paid in full.

## **18 Post-Secondary and Remote Swimmers**

18.1. The term "Post-Secondary Swimmer" does not apply to a student enrolled at a post-secondary institution who does not swim with that post-secondary institution's swim team, or a club associated with that post-secondary institution, and swims with the OSC on a full-time basis.

18.2. The term "Remote Swimmer" refers to those senior level Swimmers living outside the Edmonton metropolitan area and unable to train with OSC regularly.

18.3. Placement of Post-Secondary and Remote Swimmers within an OSC training group shall be upon the recommendation of the Head Coach subject to space availability and approval of the Board.

18.4. Post-Secondary Swimmers shall pay monthly Program Fees as defined in the Fee Schedule for any month during which Swimmers train with OSC for six days or more.

18.5. Based on individual circumstances, on recommendation of the Head Coach, and approval of the Board, Program Fees for Varsity and Remote Swimmers, may be reduced from those set out in the OSC Fee Schedule.

18.6. Varsity and Remote Swimmers shall be entitled to earn Member Account Credits for application toward their Member Account.

## **19 Swim-a-thon / Olympian Distance Challenge**

19.1. OSC may elect to hold either a Swim-a-thon or an Olympian Distance Challenge event once per Swim Season. The particulars of this event shall be determined year to year by the Head Coach, subject to the approval of the Board.

19.2. The net proceeds raised through a swim-a-thon or Olympian Distance Challenge will be applied toward such OSC programs, initiatives, events, training camps or the purchase of equipment as approved by the Board.

19.3. Proceeds raised through a Swimmer's participation in a swim-a-thon or Olympian Distance Challenge may not be applied to any portion a Member's Program Fees or Annual Financial Commitment

19.4. Any tax receipt issued in respect of any Donation to the swim-a-thon or Olympian Distance Challenge shall only be issued if Canada Revenue Agency (CRA) regulations permit a tax receipt to be issued. Tax receipts for swim-a-thon or Olympian Distance Challenge events will be issued as permitted by and according to the Canada Revenue Agency (CRA) regulations.

19.5. Members are encouraged, but not required, to participate in a swim-a-thon or Olympian Distance Challenge, nor are they required to raise a mandatory level of Donations. Participation and Donation in such events are entirely voluntary.

## **20 Special Funding Grants**

20.1 The proceeds from any grants received by OSC shall be applied towards such OSC programs, initiative such OSC programs, initiatives, events, training camps or the purchase of equipment as approved by the Board, within the stipulations of the grants.

## **21 Swim Meet Expenses / Refunds**

- 21.1. Fees and expenses associated with participation in swim meets, fall outside the scope of Member Fees, and will be billed to Member's account as they are incurred.
- 21.2. Members are responsible for registering their Swimmer(s) on the OSC website and will be charged entry fees for registered swim meets (individual events and relay events) accordingly.
- 21.3. In the case of swim meets occurring within the Metropolitan Edmonton area, only the meet entry fee will be charged.
- 21.4. In the case of swim meets outside the Metropolitan Edmonton area, the meet entry fee and the OSC Travel Meet Subsidy will be charged.
- 21.5. From time to time, the club may contract the professional services, available for use by Swimmers during a competition (i.e. Massage Therapist or Sport Psychologist etc.). Swimmers utilizing those professional services will be responsible for the shared cost of these services.
- 21.6. Any request to change meet entries after the Event Registration Deadline will be made in writing via e-mail to the coach responsible for meet entries as indicated on the OSC website, and subject to approval of the Head Coach.
- 21.7. Event Registration Deadlines will be specified on the OSC website.
- 21.8. Subject to satisfactory medical recommendation or approval of the Head Coach, a Swimmer may be permitted to withdraw at any time from a swim meet after the Event Registration Deadline and prior to the meet package scratch deadline.
- 21.9. Accommodation, travel, and any other costs incurred by OSC, which cannot be credited or refunded to OSC, will remain the responsibility of the Member family and will be charged to the Member Account.
- 21.10. Members may be entitled to a refund of meet entry fees if they withdraw from a meet after the Event Registration Deadline if:
- Withdrawal is prior to the meet package scratch deadline; and
  - Withdrawal is due to medically documented injury that prevents the Swimmer from competing and the host club/organization approves the scratch.
- 21.11. Where a Swimmer has been registered for a competition for which they ultimately do not qualify (based on time standards), registration will automatically be canceled and a full refund of any pre-paid travel and / or accommodation or meet entry deposits will be credited to the Member Account in the form of original payment.



## **22 Meet & Training Camp Travel Expenses/ Mandatory Team Travel**

- 22.1 Swim meet and/or training camp travel expenses, will be administered through the OSC website.
- 22.2 All team travel, regardless of purpose, will require a deposit, which will be determined based on the nature of the event and added to the Member Account invoice; in this case, Member Account will be due on the first (1st) day of the month prior to the date of travel, failing which the Swimmer will not be registered for the swim meet or training camp. Swimmers will not be allowed to participate in team travel if the Member's Account is past due.
- 22.3 OSC will arrange team travel for Swimmers. However, if Swimmers choose to travel using personal travel points or similar arrangements, then they will be required to book travel that corresponds with OSC team travel plans. OSC will not coordinate travel plans with Member family travel plans.
- 22.4 Except as otherwise specified, all championship meets will be mandatory team travel and accommodation meets. Swimmers will be required to travel and stay with the team to be eligible for participation.
- 22.5 Upon recommendation of the Head Coach and subject to Board approval, meets and training camps may be designated as mandatory team travel and accommodation events, where Swimmers will be required to travel and stay with the team to be eligible for participation.
- 22.6 All travel costs for mandatory team travel events will be equally shared amongst all the Swimmers attending the event. Where travel involves bus or other land transportation, Members electing to arrange other travel at the conclusion of the event will still be responsible for the full cost of the round trip.
- 22.7 All Swimmers attending a mandatory team travel event where travel is by air will equally share all the costs of airline travel. Exceptions to return round trip air travel with the team and team chaperones will only be considered by written request to the Head Coach and approval by the Board.
- 22.8 During mandatory team travel events it is expected that all Swimmers will travel under the supervision of OSC chaperones on team arranged flights and/or ground transportation, unless otherwise recommended by the Head Coach and approved by the Board.
- 22.9 All Swimmers attending a mandatory team travel event will equally share in the costs of team travel by land or air transportation, including but not limited to, accommodation, food, and per diem expenses for team Members, coaches, and chaperones.
- 22.10 A chaperone per diem will be the equivalent of 1.5 Bingo / Concession / Casino Credits daily in addition to MPPs.
- 22.11 Similar to mandatory team travel events, Swimmers opting to travel and stay in OSC accommodation for a non-mandatory swim meet or training camp will equally share all costs associated to transportation (round trip land or air transportation and transportation costs during the event), hotel, food, and meals provided by the OSC and the cost of the chaperone per diem during that event.



- 22.12 For non-mandatory events, Swimmers not participating in team travel and accommodation will still be required to share equally in the cost of round-trip land (bus) transportation to the event and any on-deck food, beverages and/or other amenities offered by the club during the event but are not required to share in the cost of transportation costs during the event.
- 22.13 Swimmers who opt out of team travel and accommodation must arrange for their own travel, accommodation, meals, and transportation to and from the accommodation / pool site. OSC will not be responsible, financially, or otherwise, for Swimmers opting out of team travel and accommodation.
- 22.14 All Swimmers, regardless of their participation in team travel or accommodation, during a non-mandatory team travel event, will equally share in the cost of coaches' travel, accommodation, and per diems.
- 22.15 Fees and penalties that may result from change or cancellation of travel arrangements will be charged to a Swimmer's Member Account for Swimmers who are pulled or scratched from a swim meet or training camp.

#### Exemption from Mandatory Team Travel

- 22.16 Exemption from mandatory team travel (hereinafter "the Exemption") shall only be granted in special circumstances based on financial or medical circumstances.
- 22.17 To seek an exemption, a Member must provide a written request marked confidential to the Head Coach and executive at least six weeks in advance of the first day of the team travel event, or as soon as practicable based on the circumstances.
- 22.18 The request for exemption must outline the circumstances justifying financial or medical exception to mandatory team travel as well as the specific exemptions being requested.
- 22.19 Upon receipt of a request for an exemption, the Board will consider the request in consultation with the Head Coach, to determine granting of requested exemptions. The requesting Member may be asked to provide additional information for consideration of their request.
- 22.20 Any request for exemption, as well as the identity of the requesting Member, will remain confidential. Any decision of the Board in relation to an exemption request is final and without avenue for appeal and will be communicated to the Member in writing.

### **23 Discretion of the Board in Exceptional Circumstances**

- 23.1 If a Member is unable to meet any financial commitments due extenuating circumstances, the Member, or the Head Coach, may make written submission to the Board for relief (hereinafter "the Request").
- 23.2 A request must be in writing, marked "Confidential" and submitted to the Board.
- 23.3 The Request must set out the circumstances giving rise to the request, provide sufficient reason, and detail the inability to fulfill commitments for the Board to evaluate the Request.

- 23.4 The Request must specify the specific relief sought.
- 23.5 Upon receipt of the Request, all information contained therein, including the identity of the involved Member will remain confidential.
- 23.6 The Board will review the Request and make determination whether it is prepared to vary the Member's financial and / or Membership Participation Point commitment. The Board may request further information to assist in the Board's decision.
- 23.7 The Board's decision must be communicated in writing and is without avenue of appeal.

## **24 Mini O's Financial Policies**

- 24.1 The curriculum of the program, together with the recommended class length and session duration, may be adapted from time to time, upon recommendation of the Head Coach, and the approval of the Board.
- 24.2 The program registration and Program Fees shall be set by the Board and specified on the OSC website.
- 24.3 The program registration fee is payable once per Swim Season, regardless of the number of sessions attended.
- 24.4 Registration and the Program Fees may include such items as Mini-O branded clothing and paraphernalia chosen by the program staff, as approved by the Board.
- 24.5 Registration and the Program Fees are payable at the time of registration; there is no family discount (as exists in the competitive program) for registration or the Program Fees.
- 24.6 The OSC reserves the right to cancel or combine Mini-O's class sessions due to low enrolment or the requirement for pool space as may be dictated by the competitive program. In such cases, Swimmers registered in these sessions will be entitled to a full refund or credit with OSC.
- 24.7 In the event of injury, illness or other exceptional circumstance, resulting in a Swimmer's consecutive absence from the Program more than fifty percent (50%) of the scheduled sessions, the OSC Mini O's program coordinator or the OSC Head Coach, in their sole discretion- may consider a prorated credit to a maximum of fifty percent (50%) of the program fee, provided medical confirmation of the required absence or satisfactory explanation in writing of the exceptional circumstances is tendered for consideration.
- 24.8 There will be no make-up classes or refunds in the event of Swimmer's absence, or isolated occasions of cancellation of pool space, which events are beyond the control of the OSC.
- 24.9 Classes falling on a statutory holiday will be scheduled to be made-up at the end of each session, subject to pool availability and discretion of OSC. There will be no refund for this single class.
- 24.10 In the event of instructor absence, OSC reserves the right to employ a substitute instructor, schedule a make-up, or extend prorated credit for a subsequent session or registration in the competitive program. Transfers between

Program Levels shall be made a minimum of one week prior to the first day of the session, at the sole discretion of OSC.

- 24.11 Mid-session transfers between Program Levels may occur at the sole discretion of the OSC, subject to space availability.
- 24.12 A Swimmer transferring between Program Levels will be responsible for the higher fees of the two programs. No refund or credit will be issued for Swimmers wishing to transfer to a lower Program Level.
- 24.13 OSC reserves the right to deny registration after the start date of the Mini-O's session. Late registration may be permitted at the sole discretion of the OSC dependent on space availability, in which case the registrant will be responsible for the full registration fee.
- 24.14 OSC reserves the right to revoke registration in the program if Swimmer behavior negatively impacts the instruction of other participants. In such cases, the OSC will offer a full refund or credit toward a subsequent session.

IN REVIEW