

LEBANON SWIM CLUB

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**BYLAWS**

LEBANON SWIM CLUB BY-LAWS

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## **ARTICLE 1 – ORGANIZATION**

### **SECTION 1. INCORPORATION**

**LEBANON SWIM CLUB, INC.**, herein called LEB, is incorporated in the State of Indiana pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 {IC 23-17-1} to qualify as an exempt organization, and shall be managed at all times in such a manner as to qualify the Corporation for such exemption.

### **SECTION 2. PURPOSE**

The object and purpose of the Corporation is educational, namely to teach swimming skills to individuals, and pursuant to such purpose, encourage physical fitness through club competition in water sports. The Corporation is not organized to, and shall not be operated for, pecuniary gain or profit, and shall have no capital stock or stockholders.

### **SECTION 3. MANAGEMENT**

The Board of Directors, herein called the Board, acting in accordance with these Bylaws, shall manage LEB.

### **SECTION 4. ADDRESS**

The official address of LEB shall be:  
P.O. Box 103  
Lebanon, IN 46052

### **SECTION 5 – TRADEMARK, SERVICEMARK, AND COPYRIGHT**

LEB shall be the sole intellectual property owner of any original documents, images, or artwork created for the use of the club.

### **SECTION 5. FISCAL YEAR**

The fiscal year of LEB shall commence on the first (1<sup>st</sup>) day of September and terminate on the thirty-first (31<sup>st</sup>) day of August of the following year.

## **ARTICLE II – MEMBERSHIP**

### **SECTION 1. MEMBERSHIP**

The benefits and services of the LEB shall be made available to any individual who desires to participate in the program sponsored by the LEB and who is physically able to do so. There shall be three classes of membership:

- a) Regular Member - A regular member, herein known as member, shall be a swimmer, and as applicable: the parent, legal guardian, or person having custody of any child who is swimming on the LEB swim team.
- b) Honorary Member – An honorary member shall be any adult, not an employee of LEB, or meeting the requirements of Article II, Section 1 A) upon whom the Board, by a vote of not less than two-thirds ( $\frac{2}{3}$ ) of the full board, has bestowed this membership in recognition for services rendered to LEB. Such honorary membership shall be for life, shall have the full rights and privileges of a member for the first year and thereafter on a year by year basis by majority vote of the Board.
- c) Guest Member – A guest member shall be the parent, legal guardian, or person having custody of any child who is swimming on the LEB swim team, who requests such membership for a stated, limited period not to exceed three months. The Board may authorize Guest memberships with the concurrence of the head coach, at its discretion, at specific periods, for defined groups, and under uniformly administered policies. Guest members shall have all the rights and privileges of regular membership except for (1) voting, (2) serving as Directors of the LEB, or (3) participating in disbursement at dissolution in accordance with ARTICLE VIII, SECTION 6.

### **SECTION 2. LIMITATION**

Membership shall not be limited in number except as required by the availability of coaching and facilities and shall be open to anyone who qualifies under ARTICLE II, SECTION 1 A).

### **SECTION 3. VOTING**

Each member of LEB, except for guest members, shall be entitled to one vote in the affairs of the LEB brought before the membership for decision; provided, however if there is immediate family as members, they shall only have one (1) vote between them. Voting shall be in person.

### **SECTION 4. PROXIES**

There shall be no proxies.

## **SECTION 5. RIGHTS AND LIABILITIES**

- A) A member in good standing shall be entitled to participate in any activity sponsored by the LEB.
- B) The property rights and interests of all members shall be equal on a per family basis.
- C) No Director, Officer, Member, Authorized Agent, or representative of the club shall be liable or responsible for any debts or liabilities of LEB, or liable to LEB, except to the extent of their unpaid portion of membership dues and entry fees.

## **SECTION 6. TERMINATION**

- A) Membership shall terminate automatically if the requirements of ARTICLE II, SECTION 1 A) are no longer met, or if dues are more than thirty (30) days in arrears.
- B) A member may resign his membership at any time by giving notice in writing to the Secretary, provided all obligations of the LEB have been met in full.

## ARTICLE III – MEMBER COMMITMENT

### SECTION 1. DUES

Dues shall be set by the Board and shall be sufficient to provide for the anticipated expenses of the LEB.

- A) Member Dues – Dues for members shall be assessed on an annual basis, per fiscal year.
- B) Guest Member Dues – Dues for guest members shall be for the period authorized.
- C) Amount – The amount of dues per family shall be computed on the basis of a schedule set by the Board, which shall take into account the number of family children swimming.
- D) Changes in Dues Schedule – The dues schedule may be changed retroactively, to a maximum of three (3) months.
- E) Payment – The Board shall be responsible for establishing the annual payment schedule for dues and the appropriate policies governing payment of said dues.
- F) Change in Swimmer's Team Status – In the event that team assignment of a member's child is changed during the year, the resulting change in dues shall be computed on a pro rata basis. Extra dues shall be payable immediately or may be paid in installments as outlined in ARTICLE III, SECTION 2 E). Excess dues paid shall be refunded.
- G) Part Year Dues – Dues for members joining after September 1, shall be for the remaining of the fiscal year and shall be computed on a pro rata, nine month basis, with the first month if partial, rounded off to the nearest whole month. Payment shall be in accordance with paragraph (e) of this SECTION.
- H) Refunds – There shall be no refund of dues or release of obligation to pay dues except as follows:
  - Change in Swimmer's Team Status – In accordance with ARTICLE III, SECTION 2 F).
    - 1) Swimmer Quitting Team – In the event a swimmer quits the team for any reason, upon giving thirty (30) days written notice, the member shall be entitled to a refund of unencumbered splash funds at the end of such notice period. The swimmer shall be responsible for payment of dues owed for the remainder of the season before the end of the notice period.
    - 2) Resignation on Increase of Dues – If dues are increased during the fiscal year in accordance with ARTICLE III, SECTION 2 D), a member resigning because of such increase shall be entitled to a pro rata refund of dues paid, computed on a monthly basis.
    - 3) Resignation of Passage of Assessment – If a new assessment is passed during the fiscal year in accordance with ARTICLE III, SECTION 3, a member resigning because of such increase shall be entitled to a pro rata refund of dues paid, computed on a monthly basis as of the effective date of the assessment.

- 4) Special Situations – The Board, in the event of special situations, may by a two-thirds ( $\frac{2}{3}$ ) vote of the full Board, authorize the refund of dues on a pro rata basis.
- l) Pro-Rata Calculation – Annual payment in advance will be calculated using nine (9) periods. Funds will be applied to the first nine (9) months of the swim season, or the start of membership.

## **SECTION 2. FEES**

- A) Entry Fees – The LEB shall maintain a separate fund, herein known as ‘splash fund’, for swim meet entry fees. Funds deposited into the splash fund shall be held by LEB in escrow for the account of each swimmer and shall be disbursed in accordance with entries submitted.
  - 1) Deficiencies – No swimmer shall be entered by LEB in any event in any swim meet if sufficient funds are not on deposit in the splash fund to cover such entry, unless the deficiency is occasioned by bookkeeping or billing delays.
  - 2) Relays – Entry fees for relays shall be charged to individual splash fund accounts after the event. No Shows shall be responsible for the entire relay entry fee
  - 3) Minimum/Maximum Level – Minimum and maximum requirements for Individual splash fund accounts shall be set and published by the Board.
  - 4) Late Entries – Fees for late entries at time of meet shall be the responsibility of individual members.
  - 5) Refunds – On termination of membership, all unencumbered funds in a member’s account shall be refunded in full pursuant to Article III. Section 1(h).
  - 6) Errors – Members have the right to submit a written petition to the Finance Committee in cases where they believe an error has been made. The Finance Committee is the sole arbiter in these cases.
- B) Special Fees – Fees for special events and activities shall be set by the Board in a uniform manner and shall be paid in advance, in full.

## **SECTION 3. ASSESSMENTS**

The Board may recommend any assessment deemed necessary by sending such recommendation in writing to each member family not less than ten (10) days prior to any annual, regular, or special meeting of the LEB. Passage shall require a majority affirmative vote of the members present. Assessments may be made effective as a certain date, but shall not be made retroactive.

## **SECTION 4. PARTICIPATION**

A quality program as conducted by the LEB requires the active participation of all members in the hosting and staffing of swim meets at various levels of competition, in the operation and maintenance of the necessary facilities, and in other activities. Membership carries with it the obligation to participate in these activities to the extent

and in accordance with such rules and regulations as the Board shall promulgate to assure that these obligations are fairly shared by all members.

**SECTION 5. FUNDRAISING COMMITMENT**

The Board may establish a fundraising commitment as part of the financial commitment of membership.



## **ARTICLE IV – MEETINGS OF MEMBERS**

### **SECTION 1. ANNUAL MEETING**

- A) Time and Place – The annual meeting of LEB shall be held on a Monday evening during the fourth (4<sup>th</sup>) quarter of the fiscal year, at such place and reasonable time as the Board may designate.
- B) Purpose – The annual meeting shall be for the purpose of electing Directors to take office at the beginning of the next fiscal year, receiving nomination reports, and transacting such other business as may be necessary.

### **SECTION 2. QUARTERLY MEETINGS**

- a) Time and Place – Quarterly meetings of LEB shall be held during the first, second, and third quarters of the fiscal year at such reasonable times and places, as the Board shall designate. Meetings in the first, second, and third quarters shall be held, in the evening, of the second Monday of October, February, and May respectively, unless otherwise designated by the board.
- b) Purpose – Quarterly meetings shall be for the purpose of electing Directors to fill vacancies on the Board and for transacting such other business as may be necessary. In addition, the first quarterly meeting of the fiscal year shall be for the purpose of receiving and approving a budget for the fiscal year.

### **SECTION 3. SPECIAL MEETINGS**

- a) Call – Special meetings of the LEB shall be held upon the call of President, Vice-President, or the Board and must be called by the Board to be held within thirty (30) days upon written request to the Secretary signed by fifteen (15) percent of the members.
- b) Time and Place – Special meetings of the LEB shall be held, preferably on a Monday evening, at such reasonable time and place as the Board may designate.
- c) Purpose – The purpose of any special meeting shall be stated in the notice of the call, and no other business shall be transacted.

### **SECTION 4. NOTICE OF MEETING**

Written notice of any meeting of members shall be given to each member not less than ten (10) days nor more than forty five (45) days prior to such meeting.

- a) Delivery – Delivery of notice to each family shall be by mail, email, hand delivery, or family file.
- b) Posting – Notice of meetings shall be posted on the team bulletin boards.
- c) Waiver of Notice – Required notice of meetings may be waived by a written consent signed by three-fourths ( $\frac{3}{4}$ ) of the voting members of LEB. Attendance at a meeting in person shall constitute waiver of notice.

## **SECTION 5 QUORUM**

Fifteen percent (15%) of members in good standing, present in person, at any properly called meeting shall constitute a quorum.

## **SECTION 6. ORGANIZATION**

- A) Presiding Officer – The President shall preside at any meeting of members, and in their absence, the Vice President. If neither is present, the members present shall elect a presiding officer. Assumption of this role precludes voting, except as stated in the ARTICLE IV. SECTION 7(b)
- B) Secretary – The Secretary of the Board shall serve as secretary for the meeting, and in their absence, the presiding officer shall appoint an acting secretary.
- C) Order of Business – The order of business at any meeting, if applicable, shall be:
  - 1) Call to Order;
  - 2) Proof of Notice of Meeting;
  - 3) Approval of Previous Minutes;
  - 4) Reports of Officers;
  - 5) Election of Directors
  - 6) Reports of Committees;
  - 7) Old Business;
  - 8) New Business.

## **SECTION 7. VOTING**

- A) Method – Voting may be vocal, but ten (10) members shall have the right to demand voting by roll call. Election of Directors, if contested, shall be by secret ballot.
- B) Decision – All matters coming before the meeting for vote shall be decided by majority of those voting, with the presiding officer as the sole arbiter of ties, casting the deciding vote, except where different requirements are given elsewhere in these Bylaws.

## **SECTION 8. MINUTES OF MEETING**

Minutes of each meeting shall be available for inspection by any member desiring to do so as soon as practicable but no later than with the notice of the next immediate annual or quarterly meeting of members.

## **SECTION 9. ANNUAL REPORT TO MEMBERS**

An Annual Report to Members shall be created and distributed to members, sponsors, and interested parties no later than the end of the first (1<sup>st</sup>) quarter of the fiscal year of the following fiscal year. This report shall include, but not be limited to, the following:

- a) Individual Swimmer performance
- b) Team Competition performance
- c) Year-End Coach Report(s)

- d) Year-End Officer Reports
- e) Year-End Committee Reports
- f) Fundraising Performance (By event/program)
- g) Quarterly Financials
- h) Year-End Financials
- i) Sponsor Recognition

## **ARTICLE V – BOARD OF DIRECTORS**

### **SECTION 1. BOARD COMPOSITION**

The Board shall be composed of the following members:

- A) Elected Directors - Eight (8) elected Directors will be selected in accordance with ARTICLE V. SECTION 3
- B) Head Coach - The Head Coach shall serve in accordance with ARTICLE VII. SECTION 5
- C) Appointed Directors - The Board of Directors can appoint a maximum of three (3) outside Directors in accordance with Article V. Section 4.

### **SECTION 2. TERMS**

Two or Three Directors shall be elected at the Annual Meeting of Members each year for terms of three years each. A member whose term as Director has expired shall not be eligible for election until a year has passed, unless said nomination and election is uncontested.

### **SECTION 3. ELECTION OF DIRECTORS**

- a) Nomination –
  - 1) Nominating Committee – The nominating committee shall consist of a chairman and four (4) members appointed by the President not less than ten (10) days before the delivery of notices of the annual meeting of members. It shall be the duty of this committee to nominate candidates to fill the vacancies on the Board created by expiring terms. Such candidates shall have given their consent prior to nomination. Service on the nominating committee shall not disqualify a member from nomination.
  - 2) Notice – The report of the nominating committee shall be distributed to the members with notice of the annual meeting and shall include the names of the nominating committee.
  - 3) Nomination - The candidates selected by the nominating committee shall be placed into nomination automatically. Nomination of additional candidates from the floor shall require three (3) seconds.
  - 4) Candidates – The candidates nominated for election shall be individuals or in the case where spouses are nominated, shall run as a single candidate for one position.
- b) Election – Balloting, if nominations are contested, shall be by secret ballot with each member voting for the same number of different nominees, as there are vacancies, on the one ballot. The Secretary shall act as teller, but any four (4) members shall have the right to designate an observer. The nominees receiving the greatest number of votes shall be declared elected and shall assume office at the beginning of the next fiscal year unless elected to fill an un-expired term, in which case they shall assume office immediately. Cases in which a tie vote is

present will call for a revote. This procedure will only impact the tie and should there be nominees elected with a greater number of votes than the tie, that tally will stand.

- c) Vacancies – Should a vacancy occur on the Board for reasons other than normal expiration of term, the President shall nominate a member to fill the un-expired term, and if approved by the Board, the member shall assume temporarily the duties of Director until the next quarterly or annual meeting. The notice for such next meeting shall include the nomination for the un-expired term, and the election shall be conducted in accordance with ARTICLE V, SECTION 3(a) and 3(b), except that balloting shall be separately for each un-expired term.

#### **SECTION 4 – OUTSIDE DIRECTORS**

The Board of Directors shall have the authority to appoint a maximum of three (3) Directors from outside the membership. That shall serve to provide LSC with an outside perspective on club operations and serve in an advisory capacity. They shall have no voting authority.

#### **SECTION 5. REMOVAL OF DIRECTORS FROM OFFICE**

- a) Recall of Membership – Any Director may be removed from office, with or without cause, at any annual, quarterly, or special meeting of members, which stated in its notice that such action was contemplated, by majority vote of the members present.
- b) Removal by Board Action – A Director missing three (3) consecutive meetings of the Board may be removed from office by majority vote of all other Board members.
- c) Automatic Removal – A Director whose membership is terminated with ARTICLE II, SECTION 6, shall automatically be removed from the office.

#### **SECTION 6. MEETING OF THE BOARD**

- a) Time of Meeting – Meetings of the Board shall be held immediately after the annual meeting, at times set by resolution of the Board, or a call of either the President or the majority of Directors.
- b) Notice – Seven (7) days' notice, in person, by mail, or by email, shall be given all Directors, of meetings called by the President or by the majority of Directors.
- c) Waiver of Notice – Required notice shall be waived if all absent Directors sign the minutes of the meeting or a separate waiver of notice, which shall become part of the minutes. Attendance at a meeting constitutes automatic waiver of notice.
- d) Open Meetings – All meetings of the Board shall be open to any member, and notice of meetings shall be distributed to the membership, if time permits, except for Executive sessions, called by the Executive or Finance Committees, that shall be permitted for the purpose of coaching review, contract negotiations, administering financial assistance, and any other purpose that is deemed sensitive, by a majority of the full Board.

- e) Quorum – A majority (5 of 9) of the Directors shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting without further notice, from time to time, until such quorum shall have been attained.
- f) Consensus based decision-making – This entails that each Board members is committed to reaching consensus, and is willing to take responsibility for the action of the group. Practical application means that in the discussion of an issue, a person has the responsibility to explain any concerns they have and give input to find an acceptable solution. Consensus does not always mean unanimous, but when the decision is made, there is agreement the decision is acceptable.

## **SECTION 7. VOTING**

There shall be no abstention during Board voting, except for members as stated in ARTICLE V. SECTION 4. The Presiding officer shall refrain from casting a vote, except where there is a tie, when the Presiding officer will cast a vote and be the sole arbiter of the tie.

## **SECTION 8. POWERS OF THE BOARD**

- A) Authority - The Board shall regulate and supervise the management and operation of LEB. It shall attend to all internal affairs of LEB, shall make such arrangements for carrying on the business as it deems best, herein known as “Policies”, and in addition to the powers by these bylaws expressly conferred upon the Board, it may exercise all the powers of the Corporation and to all such lawful acts and things as are not by statute or by the charter or by these bylaws required to be done or exercised by the members. The control of the Board over these affairs of LEB shall be subject to any action, taken from time to time, by vote of the members of LEB.
- B) Responsibilities – The Board of Directors is responsible for establishing, distributing, and managing all policies for LEB. Policies will be created as follows:
  - 1) Dry Side Policies – A majority vote of a quorum present at a Board meeting will establish a dry side policy, herein those policies related to all operations and management of LEB outside those provisions in ARTICLE V. SECTION 8 B) 2). They shall be considered valid upon adoption unless otherwise stated.
  - 2) Wet Side Policies – The Head Coach is the sole creator of wet side policies, herein those policies related to swimmers and swimming. Any creation, changes or deletion shall be submitted at he next Board meeting to be adopted under ‘New Business’. Provisions are adopted automatically.

## **SECTION 9. POWERS AND DUTIES OF DIRECTORS ELECT**

In the interim between the annual meeting and the beginning of the next fiscal year, Directors who will be in office during the coming fiscal year shall have the following powers and duties as a "BOARD OF DIRECTOR ELECT":

- A) Election of Officers – to serve in the coming year.
- B) Preparation of a budget – for presentation to the membership at the first quarterly meeting.
- C) Organization and Planning of Committees – as deemed necessary.
- D) Participation – with voice but not vote unless already a Director at any meeting of the current Board.

## **SECTION 10. COMPENSATION**

All elected directors are volunteer positions. To that end, no compensation is offered, either financial or fee-in-kind, as an inducement to hold office.

## **ARTICLE VI – OFFICERS**

### **SECTION 1. SELECTION**

- A) Officers – The Board shall elect a President, Vice-President, Secretary, Treasurer and such other officers as it may deem proper from time to time, all of who shall be Directors or Directors Elect at the time of election.
- B) Election – At the Board meeting, held immediately after the annual meeting of members, the Board of Directors Elect shall set a place and time, not more than two (2) weeks hence, for a meeting at which officers shall be elected. Officers elected at that meeting shall take office at the beginning of the fiscal year, but the interim shall function in their respective capacities for the purpose of carrying out the duties enumerated in ARTICLE V, SECTION 7.
- C) Terms – The term of office of all officers shall be until their successors are elected to take office. Officers may succeed themselves provided their term as Director has not expired.
- D) Vacancies – Should a vacancy occur during the fiscal year, the office shall be filled by action of the Board.

### **SECTION 2. REMOVAL OF OFFICERS**

Any officer may be removed from office at any time, with or without cause, by majority vote of the full Board.

### **SECTION 3. POWERS AND DUTIES OF THE PRESIDENT**

The President shall:

- A) Preside at all meetings of members of the Board, have general and active management of the business of the LEB, and see that all orders and resolutions of the Board are carried into effect.
- B) Appoint standing and special committees, subject to approval of the Board.
- C) Sign, with the Treasurer, all checks and other instruments of payment by the treasure in excess of \$750<sup>00</sup>
- D) Perform such other duties as the Board may direct.

### **SECTION 4. POWERS AND DUTIES OF THE VICE-PRESIDENT**

The Vice-President shall:

- A) In the absence of the President, or in case of his failure to act, in conjunction with the Secretary, have all the powers of the President; and the two of them acting together shall see that all orders and resolutions of the Board are carried into effect.
- B) Will perform and execute all Liability Management for LEB. Shall act as liaison between LEB and USA Swimming, or their agents, for the express duties of managing insurance liability.



- C) Perform such other duties as the Board may direct.

## **SECTION 5. POWERS AND DUTIES OF THE SECRETARY**

The Secretary shall:

- A) Have charge of the records and seal of the Corporation, and perform all the duties inherent to the office of the Secretary of the Corporation subject at all times to the direction and control of the Board
- B) Record and maintain the minutes of all meetings of members
- C) Record and maintain the minutes of all meetings of the Board of Directors, which shall be presented to the next meeting of Directors for approval.
- D) Maintain a copy of the Articles of Incorporation, together with a dated copy of the current bylaws and amendments.
- E) Maintain a current list of members with addresses, and prior to any meeting of members, with the assistance of the treasurer, update this list in accordance with ARTICLE II, SECTION 6.
- F) Conduct the general correspondence of the LEB.
- G) Create and distribute the Annual Report to Members no later than the end of the first (1<sup>st</sup>) quarter of the fiscal year for the preceding year.
- H) Be responsible for the timely sending of notices and calls of meetings and for keeping members informed of decisive actions by the Board and of issues to be brought before the membership.

## **SECTION 6. POWERS AND DUTIES OF THE TREASURER**

The Treasurer shall:

- A) Keep accurate and full accounts of receipts and disbursements, collect and deposit all monies and other properties and effects in the name of and to the credit of the LEB in such depositories as the Board may direct.
- B) Disburse the funds of the LEB as may be ordered by the Board, taking proper vouchers for such disbursements.
- C) Remit any and all taxes, as required by state and federal regulations.
- D) Render to the Board upon its request, an account of any and all transactions as Treasurer and of the financial condition of the LEB, and at the annual meeting of members present a like report for the preceding year.
- E) With the President, sign all checks and instruments of payment by the treasurer in excess of \$750<sup>00</sup> and by his or her self all checks of \$499<sup>99</sup> or less.
- F) Appoint, with approval of the Board, one or more Assistant Treasurers who may or may not be Directors, to whom from time to time, may be delegated, under the Treasurer's supervision, responsibility for specific operational "funds".
- G) Perform such other duties as are inherent in the office of treasurer or as directed by the Board.

## **ARTICLE VII - EMPLOYEES**

### **SECTION 1. EMPLOYMENT STATUS**

The Head, Interim, and Assistant Coaches are employees of LEB. Conditions for employment shall be determined under a written contract. Under no circumstance will an employee be allowed to work under a verbal contract or agreement.

### **SECTION 2. SELECTION**

- A) Coach Search Committee – The Coach Search committee shall consist of a chairman and four (4) members appointed by the President not less than ten (10) days after notice of vacancy is delivered. It shall be the duty of this committee to search for, interview, and recommend the hiring of candidates to fill coaching vacancies. Such candidates shall have given their consent prior to recommendation. Service on the nominating committee shall not disqualify a member from nomination.
- B) Assistant Coach – Shall be selected by the Head Coach, or in their absence, the President. Compensation will be conducted per guidelines in this ARTICLE, SECTION 3 (b). Duties will commence when coaching contract is signed and submitted to the President or designated assign.
- C) Substitute Coach – Shall be selected by the Head Coach, or in their absence, the President. Compensation will be conducted per guidelines in this ARTICLE, SECTION 3 (c). Duties will commence when coaching contract is signed and submitted to the President or designated assign.
- D) Interim Coach – In cases where LEB shall be without a Head Coach, the Executive Committee is empowered to appoint an Interim Coach. Compensation will be conducted per guidelines in this ARTICLE, SECTION 3 (b). Duties will commence when coaching contract is signed and submitted to the President or designated assign. Contract period will be determined during negotiations, but will be no longer than the end of the Fiscal Year or a Head Coach has been found, whichever occurs first. Service as the Interim Coach shall not disqualify an individual from consideration for Head Coach.

### **SECTION 3. CONTRACT PROVISIONS**

- A) Head Coach – The head coach will enter into a legally binding contract with LEB, represented by the Executive Committee. The contract will contain, but not be limited to the following provisions:
  - 1) Coverage Period – The coverage period is the determiner of the length of service the Head Coach will be an employee of LEB and will be determined under the following conditions:
    - a) Existing Coach (Contract Renewal) – the period for this type of contract will be for the Fiscal Year of LEB, September 1 to August 31 of the following year.

- b) New Coach (New Contract) – the period for this type of contract will be for the remainder of the Fiscal Year of LEB.
  - 2) Compensation – This is the payment for services rendered to LEB. Form and substance of this compensation will be determined by the contract.
  - 3) Performance Considerations – Performance will be aligned with the mission and vision of LEB and specifically stated in the Head Coach contract.
  - 4) Performance Reviews – All coaching staff will have performance reviews. Performance measures are determined by the Head Coach contract and will be uniform for all employees.
    - a) Conducted by – Reviews shall be conducted as outlined below:
      - (1) The Head Coach - will have all performance reviews conducted by the Executive Committee, as determined by the Head Coach contract.
      - (2) Interim Coach - will have all performance reviews conducted by the Executive Committee, as determined by the Interim Coach contract.
      - (3) Assistant Coach(s) - will have all performance reviews conducted by the Head Coach, with criteria materially the same as the Head Coach contract.
    - b) Quarterly Performance Reviews - All coaching reviews will be completed 2 weeks before each quarterly meeting as stated in ARTICLE IV. SECTION 2. The review will be entered into the Board record under 'New Business' at the respective meeting.
    - c) Annual Performance Reviews - All coaching reviews will be completed 2 weeks before the annual meeting as stated in ARTICLE IV. SECTION 1. The review will be entered into the Board record under 'New Business' at that meeting.
  - 5) Contract Renewal – Shall be allowed and negotiations shall commence no sooner than the day after the third (3<sup>rd</sup>) quarter Meeting
- B) Assistant Coach
- 1) Compensation – The Executive Committee, with advice of the Head Coach, will determine a compensation range. Head Coach will conduct and finalize negotiations with prospect, reporting to the Executive Committee the agreed amount.
  - 2) Contract - The Head Coach shall conduct negotiations, with monetary guidelines provided by the Executive Committee and submit the contract to the Board of Directors for ratification.
  - 3) Performance Reviews – To be conducted by the Head Coach. Shall be materially the same as the Head Coach review. Upon completion, will be submitted under 'New Business' at the next Board Meeting.
- C) Substitute Coach
- 1) Compensation – The Executive Committee, with advice of the Head Coach, will determine a compensation range. Head Coach will conduct and finalize negotiations with prospect, reporting to the Board the agreed amount.
  - 2) Contract – The Head Coach shall conduct negotiations, with monetary guidelines provided by the Executive Committee and submit the contract to the Board of Directors for ratification.

- 3) Performance Reviews - To be conducted by the Head Coach. Shall be materially the same as the Head Coach review. Upon completion, will be submitted under 'New Business' at the next Board Meeting.

#### **SECTION 4. COMPENSATION**

Coaches of LEB are employees and shall be compensated, at an agreed amount that has been entered into a written, legally binding, and dually executed contract. The total amount of compensation is subject to withholding for any and all taxes as stated by state and federal law.

#### **SECTION 5. CONTRACT RATIFICATION**

Shall be covered under the provision of ARTICLE IX. SECTION 3.

#### **SECTION 6. HEAD COACH DUTIES AND RESPONSIBILITIES**

The Head Coach shall be responsible for all wet side (swimming and swimmers) issues that may arise in the course of operating LEB. The Head Coach will be the sole decision maker in regards to swimming policies. The Head Coach is a member of the Board of Directors and will be subject to the By-Laws covering the Board of Director and LEB members.

#### **SECTION 7. REMOVAL OF COACH**

- a) Recall of Membership – A coach may be removed, with or without cause, at any annual, quarterly, or special meeting of members, which stated in its notice that such action was contemplated, by a super majority (75%) vote of the total LEB membership.
- b) Removal by Board Action – The Board may remove a coach from office by majority vote of all Board members, under the following circumstances.
  - a. Missing three (3) consecutive Board meetings or more than forty percent (40%) of scheduled Board meetings
  - b. Receiving 2 consecutive Performance reviews of 'unsatisfactory' or lower.
  - c. Material violation of contract provisions.
  - d. Conduct unbecoming a member of LEB.
- c) Voluntary Resignation – A coach may resign, with or without cause, within the guidelines set forth in the coaching contract.

## **ARTICLE VIII - COMMITTEES**

### **SECTION 1. STANDING COMMITTEES**

Standing Committees are committees established by these bylaws with duties and responsibilities as enumerated herein. All powers assigned to standing committees are subject to the authority of the Board and ARTICLE V. SECTION 5 D) in regards to open meetings. The Standing Committees shall be as follows:

- A) Executive Committee – The Executive Committee shall consist of the officers of the LEB and shall conduct such business as is deemed necessary by the President or the officers. They shall include, but not be limited to: Coaching Review, Contract Negotiations, and Sensitive Member issues.
- B) Finance Committee – The Finance Committee shall be responsible for budget preparation, management of expenditures and shall keep record of funds as necessary to operate LEB. They shall review and make recommendations to the Board for approval of major expenditures. The Finance Committee shall also, in conjunction with the head coach, receive and decide requests for financial assistance for team membership on a non-discriminatory, uniformly administered and confidential manner.

### **SECTION 2. OPERATING COMMITTEES**

An operating committee shall be a committee established from time to time by the President or by the Board with their duties and powers subject to the authority of the Board. These committees will have a specific role in supporting LEB operations. They will have specific commissions and will last for an indeterminate amount of time.

### **SECTION 3. SPECIAL COMMITTEES**

A special committee shall be a committee established from time to time by the President or by the Board with their duties and powers subject to the authority of the Board. These committees will have specific commissions and will last for a defined period of time.

### **SECTION 4. SELECTION COMMITTEE**

A select committee shall be a committee not subject to the authority of the Board, which shall have been established by a vote of the members with the committee's powers, duties, composition, and duration stated in the resolution.

## ARTICLE IX – FINANCE

### SECTION 1. AUDITS

- A) Annual Audits – the Books of the Corporation shall be closed on the last day of August of each year to be audited by a qualified individual or individual other than the Treasure and approved by the Board. The audit shall encompass all assets of the LEB or under its control, with property valued at cost, depreciated value, or replacement cost, whichever is least. Separate “funds” shall have a separate accounting with the net gain or loss shown in the consolidated statement. The written report of the audit shall be prepared in time to be presented to the members at the annual meeting.
- B) Special Audits – an audit similar to the annual audit shall be prepared at any time there is a change in the office of Treasurer during the fiscal year.

### SECTION 2. BUDGET

The budget for the next fiscal year shall be prepared by the Board of Directors Elect with the assistance of the current Executive Committee, for presentation and approval at the first (1<sup>st</sup>) quarterly meeting of the fiscal year. A copy of this budget shall be distributed not later than ten (10) days prior to this meeting.

### SECTION 3. INSURANCE

LEB shall make available secondary insurance coverage for swimmers, as included with the USA Swimming membership fee. Members are responsible for primary insurance coverage. LEB will not carry liability insurance for travel of any member. Individual members or their guardians are responsible for ensuring they have adequate liability coverage. LEB members and any other organization, members, assigns, and heirs participating in an LEB event shall indemnify LEB and the Directors.

- A) Swimmer – Insurance coverage for LEB swimmers is provided by USA Swimming and is paid with the USA Swimming membership fee. No swimmer will be allowed to participate in any LEB event, except for those events as stated in the USA Swimming Insurance Summary. Provisions of coverage are as stated by USA Swimming.
- B) Non-Athlete Members – Insurance coverage for LEB coaches or officials is provided by USA Swimming and is paid with the USA Swimming membership fee. Provisions of coverage are as stated by USA Swimming.
- C) Non-Profit Directors & Officers Liability – Insurance coverage will be obtained and paid for by LEB, with the express intent to provide LEB with liability coverage. Provisions of coverage are as stated by USA Swimming.
- D) Employment Practices Liability - Insurance coverage will be obtained and paid for by LEB, with the express intent to provide LEB with liability coverage. Provisions of coverage are as stated by USA Swimming.

#### **SECTION 4. CONTRACTS**

Contracts for employment or services, personal or otherwise, shall require approval of two-thirds (2/3) of the full Board of Directors. Contract involving loans, leases, or other obligations of more than twelve (12) month's duration shall have to be ratified by a majority of all members.

#### **SECTION 5. REIMBURSEMENT**

Officers and Directors may be reimbursed for reasonable out of pocket expenses made on behalf of the LEB, but shall not otherwise be compensated. Proper submission shall include the receipt(s) and a business justification.

#### **SECTION 6. INDEMNIFICATION**

The LEB shall indemnify and save harmless any individual against the expense of any action, suit or proceedings in which they are made a part by reason of his being or having been a Director, Officer or duly authorized agent of the LEB, except in relation as to matters to which they shall be adjudged in such action, suit or proceedings to be liable for gross negligence or willful misconduct in the performance of their duties. This right shall extend to all such persons, their successors, heirs and legal representatives.

#### **SECTION 7. DISSOLUTION**

In the event this LEB dissolves, splits or otherwise ceases to legally exist under the terms and conditions of these bylaws, the remaining assets of the LEB, after all just debts have been discharged, shall be disbursed to any non-profit organization. This organization shall be determined by a majority vote of the members.

## **ARTICLE X – BYLAWS AND RULES OF ORDER**

### **SECTION 1. BYLAWS**

These bylaws, duly adopted by club membership on August 14, 2004, succeed any and all previous bylaws and amendments thereto, which are declared null and void.

### **SECTION 2. AMENDMENTS**

These bylaws may be amended by a majority of the members present in person at any regular or special meeting provided that the proposed amendment has been submitted to the membership not less than ten (10) days prior to such meeting. In order to be submitted to the membership, the proposed amendment shall either have been approved by the Board of Directors, or shall be signed by not less than four (4) members.

### **SECTION 3 – REVIEW OF BY-LAWS**

The Board of Directors and Board of Directors Elect shall conduct a review of these By-Laws annually during the 1<sup>st</sup> fiscal quarter of the year to ensure proper understanding, application, and relevancy of the provisions contained herein.

### **SECTION 4. INTERPRETATION**

The Board shall determine the proper interpretation of any question, as to the provision of these bylaws.

### **SECTION 5. RULES OF ORDER**

Roberts Revised Rules of Order shall be the parliamentary guide for all meeting of the members, the Board of Directors or of Committees, but shall not take precedence over these bylaws