**BYLAWS**

**OF THE**

**NAPERVILLE SWIM CONFERENCE** **(NSC)**

**(UPDATED FEBRUARY 2020)**

**REVISED**

**February 4, 2015 - Added Table of Contents.**

**Article IV, Section 4.1 revised Cress Creek to Cress Creek Country Club, Racquet Club to Naperville Tennis Club Swim Team.**

**Article IV, Section 4.5, Subsection D, amended regarding failure to complete duties.**

**Amended Article VI, Section 6.5, Subsection C. regarding Secretary’s role in collecting completed background checks.**

**Amended Article VI, Section 6.5, Subsection D, changed the month of closing the books from September to December.**

**Article VII, Section 7.3, updated names of committees. Article VII, Section 7.8, added sentence regarding storing conference files on the website.**

**Article IX, Section 9.1, changed fiscal year from September and August to January and December.**

**Article IX, Section 9.2, added sentence to require budget to be presented in November and voted on in December.**

**Article IX, Section 9.3, changed due date of Championship fees from first day of July to fifteenth day of August and amended sentence regarding posting monthly financial statements.**

**Article IX, Subsection 9.4, added sentence to require second officer review payments and sign bank reconciliations.**

**Article IX, Subsection 9.5, changed “Conference” to “President” in regards to whom may authorize entering contracts.**

**Article IX, Subsection 9.7, added sentence regarding storing books and records on the website.**

**Article IX, Subsection 9.9, amended insurance section to meet minimum requirements of school districts 203 & 204.**

**Article X, Subsection 10.6, amended to reflect need for coach or lifeguard on duty when swimmers are present.**

**Article X, Subsection 10.7, amended to require Conference Representatives to submit completed background checks.**

**April 13, 2015**

**Article V, Section 5.4, added sentence to allow Executive Committee ability to remove a Representative if necessary.**

**February 10, 2020 - removed Otters Swim Team from the conference**

**TABLE OF CONTENTS**

ARTICLE I. NAME and LOCATION 5

ARTICLE II. PURPOSE 5

ARTICLE III. BASIC POLICIES 6

ARTICLE IV. MEMBERSHIP 7

4.1 Membership 7

4.2 Eligibility 7

4.3 Additional Members 7

4.4 Voting Rights 7

4.5 Termination of Membership 7

A. Fees or Fines 7

B. Insurance Premiums 7

C. Meeting Attendance 7

D. Failure to Complete Assigned Duties 8

4.6 Resignation 8

ARTICLE V. TEAM REPRESENTATIVES 8

5.1 Composition 8

5.2 Tenure and Qualifications 8

5.3 Vacancy 8

5.4 Removal 8

5.5 Powers and Responsibility 8

ARTICLE VI. OFFICERS 9

6.1 Powers and Responsibilities 9

6.2 Number and Title 9

6.3 Election, Term and Vacancy 9

6.4 Removal 9

6.5 Responsibilities 9

A. President 9

B. Vice President 9

C. Secretary 10

D. Treasurer 10

E. Past President 10

ARTICLE VII. COMMITTEES 10

7.1 Composition 10

7.2 Executive Committee 10

7.3 Standing Committees 11

7.4 Championship Committees 11

7.5 Special Committees 11

7.6 Selection and Term of Committee Chairs 11

7.7 Selection and Term of Committee Members 11

7.8 Reports 11

ARTICLE VIII. MEETINGS 12

8.1 Annual Meeting 12

8.2 Regular Meetings 12

8.3 Special Meetings 12

8.4 Notice of Meetings 12

8.5 Informal Action by the Conference 12

8.6 Quorum 12

8.7 Voting Procedures 12

8.8 Nominations for the Floor 12

ARTICLE IX. FINANCIAL 13

9.1 Fiscal Year 13

9.2 Budget 13

9.3 Fees and Fines 13

9.4 Checks, Drafts, Etc. 13

9.5 Contracts 13

9.6 Gifts 13

9.7 Books and Records 14

9.8 Annual Financial Report 14

9.9 Insurance 14

ARTICLE X. SWIM CONFERENCE PROGRAM 15

10.1 Swim Season 15

10.2 Eligibility of Swimmer 15

10.3 Rules for Swim Meets Exception 15

10.4 Code of Ethics 15

10.5 Coach Certification 15

10.6 Coaches 16

10.7 Background Checks 16

ARTICLE XI. MISCELLANEOUS 16

11.1 Amendments 16

11.2 Parliamentary Authority 16

**APPENDIX A**

ARTICLE I PURPOSE 17

ARTICLE II DEFINITIONS 17

2.1 Interested Person 17

2.2 Financial Interest 17

ARTICLE III PROCEDURES 18

3.1 Duty to Disclose 18

3.2 Determining Whether a Conflict of Interest Exists 18

3.3 Procedures of Addressing the Conflict of Interest 18

3.4 Violations of the Conflicts of Interest Policy 18

ARTICLE IV RECORDS OF PROCEEDINGS 19

ARTICLE V COMPENSATION 19

ARTICLE VI ANNUAL STATEMENTS 19

ARTICLE VII PERIODIC REVIEWS 20

ARTICLE VIII USE OF OUTSIDE EXPERTS 20

ADOPTION AND RATIFICATION 20

TEAM RECEIPT OF CURRENT YEARS BYLAWS 21

**ARTICLE I. NAME and LOCATION**

**1.1** The name of this unincorporated association shall be the Naperville Swim Conference, hereafter shown as NSC and referred to as the Conference.

**1.2** The Conference shall be located in the city of Naperville, Illinois. The Conference shall maintain an address of Post Office Box 2332, Naperville, Illinois 60567 for all official correspondence.

**ARTICLE II. PURPOSE**

**2.1** The Naperville Swim Conference is organized exclusively for educational and charitable purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under §501(c)(4) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States Internal Revenue Law, and, more specifically, to foster and advance youth swimming and the health and fitness of children aged 4 to 18 within the city of Naperville, Illinois and surrounding areas. The Conference will promote a program encouraging growth within the sport of swimming through development and improvement of swim technique, and organized swim competition. The Conference will provide an activity that encourages the involvement of both parent and child. Each swimmer will gain a sense of accomplishment and have an opportunity to enhance their competitive swimming abilities. The Conference shall also strive to promote ideals of good sportsmanship through its athletic program and activities for the benefit of the community.

**ARTICLE III. BASIC POLICIES**

**3.1** No part of the net earnings of the Conference shall inure to the benefit of, or be distributable to, its Members, Trustees, Officers or other private persons, except that the Conference shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this article. No substantial part of the activities of the Conference shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Conference shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of a candidate for public office. Notwithstanding any other provision of these articles, the Conference shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal Income Tax under Section 501(c)(4) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law.

**3.2** Upon the dissolution of the Conference, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Conference, dispose of all of the assets of the Conference exclusively for the purposes of the Conference in such manner, or to such organization or organizations organized and operated exclusively for charitable purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(4) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law, as the Board ofDirectors shall determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the Conference is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

**3.3** To have such powers as are now or may hereinafter be granted by the General Not For Profit Act of the State of Illinois, as amended.

**ARTICLE IV. MEMBERSHIP**

**4.1 Membership:** The following swim teams shall be members of the Conference: Ashbury, Breckenridge, Brookdale, Centennial Beach, Cress Creek Country Club, Cress Creek Commons, Farmstead, Hobson West, Huntington, Huntington Estates, Maplebrook II, Naper Carriage Hill, Naperville Tennis Club Swim Team, River Run, Saybrook, South Pointe, Steeple Run, Stillwater, Tall Grass, White Eagle, and YMCA.

**4.2** **Eligibility:** The swimming program is for teams within the boundaries of Naperville or its planning areas. Exceptions are Steeple Run which were members prior to this requirement.

**4.3 Additional Members:** To be eligible to become a member team a team must serve a probationary season to include attendance at Conference meetings, hosting at least two (2) dual meets, and attendance at Championship meetings. Additional member teams shall be elected by an affirmative vote of two-thirds (2/3) of the total membership at the annual meeting in September.

**4.4 Voting Rights:** Each team shall be entitled to one (1) vote on each matter submitted to a vote of the members, which vote shall be cast by a team representative (“Representative”).

**4.5 Termination of Membership:** The Conference, by affirmative vote of two-thirds (2/3) of the total membership, may suspend or expel a member for cause after an appropriate hearing.

1. **Fees or Fines:** When any member shall be in default in payment of fees or fines (or interest on such fees or fines) for a period of one (1) month from the beginning of the period for which such fees or fines (or interest on such fees or fines) became payable, its membership may be terminated.
2. **Insurance Premiums:** Should any member fail to pay its insurance premium by the date which it is due, such member shall be ineligible to participate in any NSC event until such dues have been paid.

In addition to the member’s ineligibility for participation, its membership may be terminated.

1. **Meeting Attendance:** The failure of a member to be represented at five (5) or more NSC meetings in any twelve (12) month period may subject that member to termination from the NSC.
2. **Failure to Complete Assigned Duties:** The failure of any Representative to perform duties assigned may subject that member to probation (loss of voting rights for a twelve (12) month period) or termination from the NSC.

**4.6. Resignation:** Any team may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments or other charges theretofore accrued and unpaid.

### 

### ARTICLE V. TEAM REPRESENTATIVES

**5.1 Composition:** Each member team shall designate at least two (2) Representatives to participate in the operation of the Swim Conference. A substitute Representative may participate in absence of either Representative, but may not vote without giving prior notice to the President. In any event, each member must be represented at every meeting. The Conference Officers shall be empowered to institute penalties for the failure of its members to be represented at meetings.

**5.2 Tenure and Qualifications:** Each Representative shall hold such designation until a successor has been designated by the team. Each Representative may attend Conference and committee meetings, but if bothRepresentatives attend only one may cast a vote for the team. EachRepresentative shall hold such designation for a minimum of two (2) years.

**5.3 Vacancy:** Teams retain the right to replace Representatives.

**5.4 Removal:** Only the team retains the right to remove a Representative. In the event it is necessary the Executive Committee can move to have a Representative suspended or expelled for cause by affirmative vote of two thirds (2/3) of the total membership after an appropriate hearing.

**5.5 Powers and Responsibilities:** The affairs of the Conference shall be managed by the Officers and the member teams via their Representatives. The responsibilities of team Representatives shall be as set forth in the Rules, Policies and Procedures of the Naperville Swim Conference.

**ARTICLE VI. OFFICERS**

**6.1 Powers and Responsibilities:** The Officers of the Conference shall serve as an Executive Committee and shall have authority and responsibility for the management of the Conference in accordance with the direction and policies set forth by the Conference.

**6.2 Number and Title:** The Officers of the Conference will consist of a President, Vice-President, Treasurer, and Secretary. Any one or more of the foregoing officer positions may be held by the same person, except for the office of President.

**6.3 Election, Term, and Vacancy:** The Officers shall be elected by the Representatives at the Annual Meeting, and take office at the conclusion of the Annual Meeting. All Officers shall be elected for a two (2) year term. No Officer can serve more than two consecutive terms in the same office. No team can have more than one Representative serving as an Officer in any given year. Only Representatives are eligible to be Officers. Vacancies may be filled at any meeting of the Conference. Each new Officer shall hold office until the end of the term of office.

**6.4 Removal:** Any Officer or agent elected or appointed by the Conference may be removed by the Conference whenever, in its judgment, the best interests of the Conference would thereby be served.

**6.5 Responsibilities**

**A. President:** The President shall be the principal Executive Officer of the Conference and shall in general supervise and control all of its business and affairs. The President shall preside at all meetings for the Conference, and sign, with the Secretary or any other Officer or Committee Chair authorized by the Conference, any contracts or other instruments, which the Conference has authorized to be executed.

**B. Vice President:** In the absence of the President or in the event of the President's inability or refusal to act, the Vice President shall perform the duties of the President. The Vice President shall solicit and execute contracts with vendors providing concession services at the Championship Meets and will solicit and provide information to the Conference regarding area publicity contacts. The Vice President shall also perform such other duties as may be assigned by the President or by the Conference.

**C. Secretary:** The Secretary shall keep the minutes of the meetings of the Conference; shall see that all notices are duly given in accordance with the provisions of these Bylaws; and shall perform administrative duties as necessary. The Secretary will collect the approved coaches background checks for the teams within the Conference.

**D. Treasurer:** The Treasurer shall receive and give receipts for monies due and payable to the organization from any source whatsoever, shall receive and authorize payment of all bills incurred on behalf of the Conference, and shall prepare and present the annual budget for review and approval by the Conference. The Treasurer shall close the books at the end of December.

**E. Past President:** The immediate Past President may serve for one (1) year in an advisory capacity to the current Officers of the Conference. This position shall not necessarily be considered to be a team's designated Representative and it shall be a non-voting position unless it is a team's designated Representative.

### ARTICLE VII. COMMITTEES

**7.1 Composition:** All committees shall consist of Representatives. Representatives from all member teams must serve on at least one (1) Committee. In addition, each Representative shall be required to assist the Championship Meet chairs as requested.

**7.2 Executive Committee:** The Executive Committee shall be composed of the Officers of the Conference. The Executive Committee shall have and exercise the authority of the Conference in the general management of the Conference business. The Executive Committee will also consider and make recommendations to the Conference regarding strategic planning areas.

**7.3 Standing Committees:** There shall be 8 Standing Committees:

A. Bylaws & Rules

B. Education

C. Officials

D. Dual Meet

E. Awards

F. Computers & Scoring

G. T-Shirt Committee

H. Audit Committee

**7.4** **Championship Committees:** There shall be 2 Championship Committees:

A. Classic Championship Meet

B. City Championship Meet

**7.5 Special Committees:** The President may, as need arise, appoint Special Committees to deal with Conference matters. These Special Committees shall be short term in nature.

**7.6 Selection and Term of Committee Chairs:** The President shall appoint each Committee Chair. Each Chair shall continue as such until the next annual meeting of the Conference or until the President removes the Chair from the position.

**7.7 Selection and Term of Committee Members:** Representatives may be appointed to committees by the President, as needed. Officers may serve on committees. Championship Committee Chairs do not need to serve on Standing Committees. Each committee member shall continue as such until the next annual meeting of the Conference, unless the committee shall be sooner terminated, or unless such a member be removed from such committee.

**7.8 Reports:** The City Meet Committee Chair and the Classic Meet Chair shall present an oral report to the Conference at the first meeting after those events. Each chair of other committees shall create and maintain an ongoing file to be passed on to their successor. These files are to be stored on the Conference website under the Committee Chairs section of the website.

### ARTICLE VIII. MEETINGS

**8.1 Annual Meeting:** An annual meeting of the Conference shall be held in September of each year for the purpose of electing Officers and for transaction of such other business as may come before the meeting. This meeting shall serve as the last meeting of the season.

**8.2 Regular Meetings:** Regular meetings of the Conference shall be held monthly, except in those months in which the Conference deems a regular meeting is unnecessary. Member representation at such meeting is required.

**8.3 Special Meetings:** Special meetings may be called by the President or a majority of the total membership.

**8.4 Notice of Meetings:** Notice, stating the place, day and hour of any meeting of the Conference shall be posted on the Conference website not less than five (5) days before the date of such meeting.

**8.5 Informal Action by the Conference:** Any action required to be taken by the Conference may be taken without a meeting:

A. If reasonably good faith effort is made to contact all Representatives, setting forth the desired action and;

B. Any action passed must meet the voting requirements as described in these Bylaws.

**8.6 Quorum:** A majority of the total membership shall constitute a quorum for a meeting. The act of a majority of the members present shall be the act of the Conference, except where otherwise provided by these Bylaws.

**8.7 Voting Procedures:** At any meeting of the Conference, a Representative entitled to vote may vote only in person, or through the designation of a substitute representative and not by written proxy.

**8.8 Nominations from the Floor:** Nominations for Officers may be made at the annual meeting at which elections are held.

### 

### ARTICLE IX. FINANCIAL

**9.1 Fiscal Year:** The fiscal year of the Conference shall begin on the first day of January and end on the last day of December in each year.

**9.2 Budget:** The annual budget must be approved by a two-thirds 2/3 vote of the total membership. The budget shall be presented to the Conference by the November meeting and approved by the December meeting.

**9.3 Fees and Fines:** The Conference may determine from time to time the amount of fees and fines payable to the Conference by each team. Membership fees shall be payable to the Treasurer by the first day of June in each year. Championship fees shall be payable to the Treasurer by the fifteenth day of August in each year. Fines shall be billed as incurred. All payments are due within thirty (30) days from the date of the invoice. Interest shall accrue on all unpaid balances at an annual rate of twelve (12%) percent calculated monthly on any outstanding balance. Such interest amount may be changed by a majority vote of the Conference. All payments for fees and/or fines (and any interest included thereon) must be paid in full prior to a member being scheduled for swim meets (usually in January).

The NSC will provide notice of delinquency to members monthly in the posted financial statements. Failure of a member to be current on the payment of any fines or fees (or any interest thereon) on the date that the NSC sets the schedule for summer swim meets will result without exception, in the delinquent member’s exclusion from such schedule.

**9.4 Checks, Drafts, Etc.:** The Treasurer shall authorize payment by the Naperville Swim Conference of all checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Conference. In the absence of the Treasurer the President shall assume this duty. A second Officer will review all payments when the monthly bank reconciliation process is completed. The second officer will sign the bank reconciliation as well as the Treasurer.

**9.5 Contracts:** The President may authorize any Officer or Officers, agent or agents of the Conference, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Conference consistent with the Naperville Swim Conference policy.

**9.6 Gifts:** The Conference may accept on behalf of the Conference any contribution, gift, bequest or device for the general purposes or for any special purpose of the Conference.

**9.7 Books and Records:** The Naperville Swim Conference’s accounting system will be utilized to complete books and record accounts. The Conference shall also keep minutes of the proceedings of the Conference and committees having any authority of the Conference and shall keep a record giving the names and contact information of the Representatives entitled to vote. All books and records of the Conference may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time. All records should be stored in electronic form on the website as well as hard copy form. All storage will be in compliance with the Records Retention Policy.

**9.8 Annual Financial Report:** A summary report of the Conference's finances shall be made at least annually to the Conference. A copy shall be available on the Naperville Swim Conference’s website for inspection by all members.

**9.9 Insurance:** All Swim Conference members must agree to abide by the following:

A. All members must use a Waiver and Release of All Claims, specifically naming the Naperville Swim Conference as part of the registration process for all Conference participants. This Waiver MUST be on file with the Team before a participant enters the water (at a practice or at a meet).

B. All members shall purchase general liability insurance, with a combined single limit for general liability insurance, with the Naperville Swim Conference listed as the named insured, which meets the requirements for pool rental agreements at Naperville School District 203 & 204 during the school year of the Championship meet.

OR, if general liability insurance is obtained for a member team through a separate policy, the coverage must have a combined single limit which meets the requirements for pool rental agreements at Naperville School Districts 203 & 204 during the school year of the Championship meet and be with an A+ rated company, as determined by A.M.Best & Co., with the Naperville Swim Conference and Naperville School Districts 203 & 204 listed as an additional insured on such policy. If this second option is chosen then the policy must be submitted to the Treasurer no later than the September meeting prior to the Championship meets being insured.

**ARTICLE X. SWIM CONFERENCE PROGRAM**

**10.1 Swim Season:** The swim season is intended to consist of a minimum of(8) eight scheduled dual meets, invitational meets (optional), followed by the Classic Meet(s) and the City Meet. The Classic and City Meets shall provide an opportunity for all swimmers to participate in a post-season meet. The schedule and location of all meets shall be determined by a majority vote of the Conference. The procedure for scheduling these meets shall be the responsibility of the Dual Meet scheduling committee. To reschedule a meet canceled or postponed due to weather, etc., teams must follow the procedures outlined in the Naperville Swim Conference Rules.

**10.2 Eligibility of Swimmers:** An eligible swimmer must be a bona fide member of a member team and must be listed on the official team rosters turned in to the Naperville Swim Conference on June 1 and July 1 each year.

A. A swimmer is a member of the NSC team for which he swims his first meet of the Dual Meet Season and cannot appear on the roster of another NSC team nor may he swim for any other NSC team during that season.

**10.3 Rules for Swim Meets and Exceptions:** The organization will generally follow USA Swim Technical rules with certain exceptions as stated in these Bylaws, or as explicitly superseded in Policies and Procedures, NSC Rules or as amended by a two-thirds (2/3) vote of the total membership.

A. **Rules, Policies and Procedures:** The Conference will establish Rules, Policies and Procedures by which all swim meets will operate. All member teams will follow and cooperate to enforce the Rules, Policies and Procedures.

1. Rules shall be amended by a plurality vote of the member teams of the Conference.

2. Policies and Procedures shall be amended by a plurality vote of the member teams of the Conference.

**10.4 Code of Ethics:** The Conference will establish a Code of Ethics which all teams will follow and cooperate to enforce. The Code of Ethics shall be amended by a plurality vote of the member teams of the Conference.

**10.5**  **Coach Certification:** Any head coaches or assistant coaches who fail to meet any of the certification requirements set forth in the following Sections of this Article VII shall not be permitted to have any contact with swimmers at Naperville Swim Conference functions, including both practices and meets. Any member team which fails to comply with this requirement may be subject to disciplinary action by the Conference.

**10.6 Coaches:** The head coach and the entire coaching staff of all teams are required to complete the Swim Conference Coaches Training Program. Proof of completion is to be maintained by the individual teams. At all times during practice, warm ups and meets, there must be at least one coach or an on duty lifeguard for each team when swimmer’s are present that has successfully completed a training course for both Cardio-Pulmonary Resuscitation (CPR) and First Aid.

**10.7 Background Checks:** The head coach, the entire coaching staff, and Conference Representatives of all teams shall be required each year to fully fill out and submit to the Naperville Swim Conference through their respective teams, an Authorization for Youth Program Background Check form. It is against the policy of the Naperville Swim Conference to hire any person who fails to meet the employment certification standard relating to the background check procedure established by the Conference. Each year every team must submit a coaching roster with first and last names for each coach as well as the cleared DCFS Forms for that team. The Secretary of the Naperville Swim Conference must receive the roster and DCFS Forms no later than May 15th. Teams who fail to comply will not be allowed to host or attend any Dual Meets until the roster and DCFS forms are received. Teams who do not meet the May 15th deadline will be fined $100.

### ARTICLE XI. MISCELLANEOUS

**11.1 Amendments:** These Bylaws may be altered, amended, or repealed by a motion and second being made at a regular or special meeting followed by a vote of the total membership at a subsequent regular or special meeting held not less than 10 days after the motion and second were made. At the subsequent regular or special meeting a two-thirds (2/3) affirmative vote of the total membership is required.

**11.2 Parliamentary Authority:** Robert's Rules of Order, in its most recently revised edition, shall be the parliamentary authority governing all meetings of the Conference, subject to state and federal laws, these Bylaws, and the Naperville Swim Conference Rules, Policies and Procedures.

# 

### APPENDIX A

### NAPERVILLE SWIM CONFERENCE

### CONFLICT OF INTEREST POLICY

**ARTICLE I. PURPOSE**

**1.1** The purpose of this Conflict of Interest policy is to protect the interests of the Naperville Swim Conference (the “Conference”) when it is contemplating entering into any transaction or arrangement that might benefit the private interest of an Officer, member team, or Representative of the Conference, or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

**ARTICLE II. DEFINITIONS**

**2.1 Interested Person:** Any Officer or member of a Conference Committee with Conference delegated powers, who has a direct or indirect financial interest, as defined below, is an Interested Person.

**2.2 Financial Interest:** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Conference has a transaction or arrangement,
2. A compensation arrangement with the Conference or with any entity or individual with which the Conference has a transaction or arrangement, or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Conference is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing body or committee decides that a conflict of interest exists.

**ARTICLE III. PROCEDURES**

**3.1 Duty to Disclose:** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Conference and members of committees with Board delegated powers considering the proposed transaction or arrangement.

**3.2 Determining Whether a Conflict of Interest Exists:** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Conference or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Conference or committee members shall decide if a conflict of interest exists.

* 1. **Procedures of Addressing the Conflict of Interest:**

1. An interested person may make a presentation at a Conference or committee meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
2. The President or the chairperson of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
3. After exercising due diligence, the Conference or committee shall determine whether the Conference can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Conference or committee shall determine by a majority vote of the disinterested Conference or committee members whether the transaction or arrangement is in the Conference’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
   1. **Violations of the Conflicts of Interest Policy:**
5. If the Conference or a committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
6. If, after hearing the member’s response and after making further investigation as warranted by the circumstances, the Conference or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**ARTICLE IV. RECORDS OF PROCEEDINGS**

**4.1** The minutes of the meetings of the Conference and all committees with Conference delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Conference’s or committee’s decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

**ARTICLE V. COMPENSATION**

**5.1**  A voting member of the Conference who receives compensation, directly or indirectly, from the Conference for services is precluded from voting on matters pertaining to that member’s compensation.

**5.2** A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Conference for services is precluded from voting on matters pertaining to that member’s compensation.

**5.3** No voting member of the Conference or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Conference, either individually or collectively, is prohibited from providing information to the Conference or to any committee regarding compensation.

**ARTICLE VI. ANNUAL STATEMENTS**

**6.1** Each Officer and member of a committee with Conference delegated powers shall annually sign a statement which affirms such person:

1. Has received a copy of the conflicts of interest policy,
2. Has read and understands the policy,
3. Has agreed to comply with the policy, and
4. Understands the Conference is a 501 (c) 4 and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

**ARTICLE VII. PERIODIC REVIEWS**

**7.1** To ensure the Conference operates in a manner consistent with 501(c) 4 status purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

A. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm’s length bargaining.

B. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Conference’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

**ARTICLE VIII. USE OF OUTSIDE EXPERTS**

**8.1** When conducting the periodic reviews provided for in Article VII, the Conference may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Conference of its responsibility for ensuring periodic reviews are conducted.

ADOPTION AND RATIFICATION

The foregoing Bylaws of the Naperville Swim Conference, Articles 1 through 11, Appendix A are hereby adopted and ratified and are made part of the permanent organization's records of the Naperville Swim Conference.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRESIDENT (print name here) (signed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VICE PRESIDENT (print name here) (signed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SECRETARY (print name here) (signed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TREASURER (print name here) (signed)

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TEAM RECEIPT OF CURRENT YEARS BYLAWS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ashbury Pool Board President or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breckenridge Pool Board President or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brookdale Pool Board President or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Centennial Beach Pool Board Pres. or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cress Creek Commons Pool Board Pres. or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cress Creek Country Club Pool Board Pres. or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Farmstead Pool Board President or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Huntington Pool Board President or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Huntington Estates Pool Board Pres. or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hobson West Pool Board President or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Maplebrook II Pool Board President or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Naper Carriage Hill Pool Board Pres. or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Racquet Club Pool Board Pres. or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

River Run Pool Board Pres. or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Saybrook Pool Board President or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

South Pointe Pool Board Pres. or Rep (print name here) (signed & dated)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Steeple Run Pool Board President or Rep (print name here) (signed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stillwater Pool Board President or Rep (print name here) (signed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tall Grass Pool Board President or Rep (print name here) (signed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

White Eagle Pool Board President or Rep (print name here) (signed)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

YMCA Pool Board President or Rep (print name here) (signed)