



Bylaws of

Golden West Swim Club Support Group

Ratified as of May 20, 2025

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**Bylaws of the
Golden West Swim Club Support Group
a California Non-profit Corporation**

Article 1: Name

The name of this **Corporation** is the Golden West Swim Club described in the following as "**Corporation**", but also known as "GWSC".

Article 2: Offices

The principal office for the transaction of the activities and affairs of the **Corporation** ("principal office") is located at 15744 Goldenwest St. Huntington Beach, CA 92647. The **Board of Directors** may change the location of the principal office at any time. Any change of this location shall be noted by the Secretary on these bylaws opposite this section or this section may be amended to state the new location.

Article 3: Purposes and Objectives

3.1 Non-profit Corporation

This **Corporation** is a non-profit public benefit **Corporation** and is not organized for the private gain of any person. It is organized under the Non-profit **Corporation** Law for charitable purposes.

3.2 Tax-Exempt Status

This **Corporation** is organized exclusively for charitable and educational purposes and for the purpose of fostering national or international amateur sports competition (but only if no part of its activities involve the provision of athletic facilities or equipment) within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States internal revenue law. Notwithstanding any other provision of these bylaws, this **Corporation** shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this **Corporation** and the **Corporation** shall not carry on any other activities not permitted to be carried on by:

(a) a **Corporation** exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States internal revenue law, or

(b) a **Corporation**, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States internal revenue law.

3.3 Purpose

The purpose of this **Corporation** is to educate, inspire and enable the youth of our community to achieve excellence in the sport of swimming.

Article 4: Dedication of Assets

The properties and assets of this non-profit **Corporation** are irrevocably dedicated to charitable purposes. No part of the net earnings, properties or assets of this **Corporation**, on dissolution or otherwise, shall inure to the benefit of any private person or individual or any member or director of this **Corporation**. On liquidation or dissolution, all properties and assets and obligations shall be distributed and paid over to one or more organizations selected by the board of directors which are dedicated to charitable purposes, provided that the organization continues to be dedicated to the exempt purposes as specified in Internal Revenue Code 501(c)(3).

Article 5: Membership

5.1 Qualifications

(a) There shall be three classes of membership in this **Corporation** consisting of:

- (i) The parents, or legal guardians, of and living with minor children who participate in amateur competitive swimming activities conducted by the **Corporation**, and who are registered with USA Swimming, Southern California Swimming and GWSC.
- (ii) Adult swimmers participating in and registered with USA Masters Swimming, Southern California Swimmers, and GWSC.
- (iii) All individuals who comprise the registered staff of USA Swimming.

(b) No person may hold more than one membership or a fractional membership. The right of **Members** to vote shall be determined as provided in Section 6.7(a).

5.2 Fees and Dues

Each **Member** must pay, as determined by and within the time and on the conditions set by the **Board of Directors**, monthly dues and/or annual dues to be determined, and in amounts to be fixed from time to time, by the **Board of Directors**. (see Policy and Procedures of the **Corporation**)

5.3 Termination of Membership

(a) **Causes of Termination.** The membership of a **Member** shall terminate upon occurrence of any of the following events:

- (i) the resignation of the **Member**,
- (ii) the failure of the **Member** to pay dues or assessments, if required, within the times set forth by the **Board of Directors**,
- (iii) a member's failure to maintain his/her membership in USA Swimming,
- (iv) the determination by the **Board of Directors**, or by a committee designated to make such determination, that the **Member** has failed in a material and serious degree to observe the **Member Handbook** of the **Corporation**, or has engaged in conduct materially and seriously prejudicial to the interests and purposes of the **Corporation**.

(b) **Procedure for Expulsion.** Following the determination that a **Member** should be expelled under subparagraph (iii) above, the **Corporation** shall follow the expulsion procedure set forth in California **Corporation** Code 5341 as listed below.

- (i) The member shall be given **fifteen (15)** days prior notice of the proposed expulsion or suspension and the reason for the proposed expulsion or suspension. Notice shall be given by any method reasonably calculated to provide actual notice, including written electronic communication.
- (ii) The member shall be given an opportunity to be heard, either orally or in writing, at least **five (5)** days before the effective date of the proposed expulsion or suspension. The hearing shall be held, or the written statements considered, by the Board of Directors whether the expulsion or suspension should take place.

(c) **Board of Directors Decisions.** The Board of Directors shall decide whether the member should be suspended, expelled or sanctioned in some other way. The decision of the Board of Directors shall be final. Any action challenging an expulsion, suspension, or termination of membership including a claim alleging defective notice must be commenced within **one (1)** year after the date of the expulsion, suspension, or termination.

Article 6: Meetings of Members

6.1 Place of Meeting

Meetings of the **Membership** shall be held at any place designated by the **Board of Directors** and shall be held during reasonable hours such that **Members** are likely to be available to attend. In the absence of any such designation, **Members'** meetings shall be held at the principal office of the **Corporation**.

6.2 Annual Meeting

The Annual Meeting of **Members** shall be held in August of each year, unless the **Board of Directors** fixes another date and so notifies the **Members** as provided in Section 6.4.

6.3 Special Meeting

A Special Meeting of the **Members** for any lawful purpose may be called at any time by any of the following: the **Board of Directors**, or the President of the board, or five percent or more of the **Members**.

(a) Calling meetings by Members.

If a Special Meeting is called by **Members** other than the **Board of Directors**, the request shall be submitted by such **Members** in writing, specifying the general nature of the business proposed to be transacted and shall be delivered personally or sent by first-class mail, or by electronic mail ("e-mail") or other facsimile transmission to the President of the Board of the **Corporation**. The President upon receiving the request shall cause notice to be promptly given, within 5 business days, to the **Members** entitled to vote, in accordance with the provisions of Section 6.4, that a meeting will be held and the date for such meeting, which date shall be not less than 10 calendar days following the notice given to the **Members**. If the notice is not given by the President within 5 business days after receipt of the request, the persons requesting the meeting may give the notice. Nothing contained in this subsection shall be construed as limiting, fixing or affecting the time when a meeting of **Members** may be held when the meeting is called by action of the **Board of Directors**.

6.4 Notice of Member's Meetings

All notices of meetings of **Members** shall be sent or otherwise given not less than 10 calendar days before the date of this meeting. The notice shall specify the place, date and hour of the meeting and:

- (i) in the case of a Special Meeting, a clear and concise statement of the business to be transacted and no other business may, in that case, be transacted, or
- (ii) in the case of the Annual Meeting, those matters, which the **Board of Directors** intends to present for action by the **Members**.

(a) Notice of certain agenda items.

If action is proposed to be taken at any meeting for approval of any of the following proposals, the notice shall also state, clearly and concisely, the nature of the proposal. **Member** action on such items is invalid unless the notice or written waiver of notice states the general nature of the proposal(s):

- (i) removing a director.
- (ii) filling vacancies on the **Board of Directors** by the **Members**.
- (iii) terminating the contract of the **Head Coach**.
- (iv) terminating the contract of an assistant coach or support staff.
- (v) amending the Articles of Incorporation.
- (vi) voluntarily dissolving the **Corporation**.

(b) Manner of giving notice.

Notice of any meeting of **Members** shall be given either personally or by first-class mail, electronic mail ("e-mail"), or other written communication, addressed to each **Member** either at the address of that **Member** appearing on the books of the **Corporation** or the address/email address given by the **Member** to the **Corporation** for the purpose of notice. If no address appears on the **Corporation**'s books and no address has been so given, notice shall be deemed to have been given.

Notice shall be deemed to have been given at the time when delivered personally, or electronically, or deposited in the mail or other means of written communication.

6.5 Quorum

(a) Percentage required.

Twenty percent (20%) of the voting **Members** shall constitute a quorum for the transaction of business at any meeting, Annual or Special, of the **Members**.

(b) Loss of quorum.

The voting **Members** present at a duly called or duly held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough voting **Members** to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the voting **Members** required to constitute a quorum.

6.6 Adjourned Meeting

Any **Members'** meeting, Annual or Special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the voting **Members** represented at the meeting; provided, however, that in the absence of a quorum, no other business may be transacted at that meeting. No notice need be given of the adjourned meeting if the time and place are announced at the meeting to be adjourned. No meeting may be adjourned for more than 45 calendar days.

6.7 Voting

(a) Eligibility to vote.

The **Members** eligible to vote shall be those **Members** defined in Section 5.1(a). There shall only be one vote per household for voting **Members**. Such vote shall only be exercised by an adult and, in the event such adults fail to agree how such vote should be cast, then the vote shall be disallowed.

(b) Manner of casting votes.

Voting may be by voice, ballot, or electronic ballot ((ie.) google form), provided that any election of Directors shall be by ballot.

(c) Only a majority of voting **Members** represented at meeting is required, unless otherwise specified herein. If a quorum is present, the affirmative vote of the majority of the voting **Members** represented

by the meeting, entitled to vote and voting on any matter (other than the election of Directors), shall be the act of the **Members**.

Article 7: Number of Board of Directors

The **Board of Directors** of the Corporation shall consist of no fewer than nine Directors. One member of the **Board of Directors** may be a non-Member from the public at large excluding any person being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise.

Article 8: Election of Directors

8.1 Nominations and Solicitations for Votes

Nominations of candidates to serve on the **Board of Directors** may be made by any voting **Member** at the time of the **Annual Meeting of the Members** pursuant to Article 6, Section 6.2. Written nominations shall also be accepted by any member of the **Board of Directors** up to the commencement of the **Annual Member Meeting**. Nominees shall be advised of their nominations and asked for their oral or written consent.

8.2 Voting to Elect Directors

(a) Within 10 calendar days of the **Annual Meeting of the Members**, the Secretary of the **Corporation** shall prepare and distribute a ballot listing the nominated candidates who have consented to be part of the election.

(b) The Secretary of the **Corporation** shall send ballots to **Members** electronically.

(c) The **Members** shall have no more than 14 calendar days to complete the ballots after the Secretary of the **Corporation** has sent them.

8.3 Vote Required to Elect Director

Candidates receiving the highest number of votes shall be elected as Directors.

Article 9: Directors

9.1 Powers

(a) General corporate powers.

Subject to the provisions of the California Non-profit Corporation Law and any limitations in the Articles of Incorporation and these bylaws relating to action required to be proved by the **Members**, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the **Board of Directors**.

(b) Specific powers. Without prejudice to these general powers, and subject to the same limitations, the directors shall have the power to:

- (i) select all officers, agents and employees of the **Corporation**; remove all officers, agents and employees of the **Corporation**, and prescribe any powers and duties for them that are consistent with law, with the Articles of Incorporation and with these bylaws;
- (ii) change the principal office or the principal business office in the State of California from one location to another; cause the **Corporation** to be qualified to do business in any other state, territory, dependency or country and conduct business within or outside the State of California; and designate any place within the State of California for the holding of any **Members'** meeting or meetings, including annual meetings;
- (iii) develop an annual budget and borrow money and incur indebtedness on behalf of the **Corporation** and cause to be executed and delivered for the **Corporation's** purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation and other evidence of debt and securities, enter into employment agreements with the **Head Coach** and all staff.

(c) Limitations of Powers:

- (i) **The Board of Directors** holds the authority to hire the Head Coach and/or ratify any negotiated contracts with the Head Coach.
- (ii) The authority to terminate the Head Coach is reserved for the general membership if a quorum of 20% is met. If a quorum is not reached, the **Board of Directors** has the authority to terminate the Head Coach.
- (iii) The **Board of Directors** holds the authority to hire coaching staff and support staff.
- (iv) The **Board of Directors** holds the authority to terminate contracts for any employee.
- (v) The **Board of Directors** holds the authority to hire and/or terminate a contract with an accountant, lawyer, human resource representative or additional support staff as needed.

9.2 Elections and Term of Office of Directors

Directors shall be elected as set forth in Article 8 of these bylaws, and shall hold office for a two-year term, to expire at the Annual Meeting; provided, however, that if any Annual Meeting is not held or the directors are not elected thereat, they may be elected at any Special Members Meeting held for that purpose. Each such director, including a director elected to fill a vacancy or elected at a Special Members Meeting, shall hold office until expiration of the term for which elected and until a successor has been elected.

The Head Coach shall serve as the General Manager of the swim team and a voting member of the Board of Directors. The Head Coach will abstain from voting in matters where a conflict of interest is present, including any personnel issues pertaining directly to the Head Coach, or any compensation, direct or indirect, material or monetary, that may affect the Head Coach.

9.3 Vacancies

- (a) Events causing vacancy. A vacancy or vacancies in the **Board of Directors** shall be deemed to exist on the occurrence of the following:
- (i) the death, resignation or removal of any director;
 - (ii) the declaration by resolution of the **Board of Directors** of a vacancy of the office of a director who has been declared of unsound mind by an order of court or convicted of a felony or has been found by final order or judgment of any court to have breached a duty under Sections 5230 and following of the California Non-profit **Corporation** Law;
 - (iii) the vote of a majority of the voting **Members**, to remove a director;
 - (iv) the increase of the authorized number of directors;
 - (v) the failure of the voting **Members** at any meeting of **Members** at which any director or directors are to be elected to elect the number of directors to be elected at such meeting.

(b) Resignations. Except as provided in this paragraph, any director may resign, which resignation shall be effective on giving written notice to the **Board of Directors**, unless the notice specifies a later time for the resignation to become effective. If the resignation of a director is effective at a future time, the **Board of Directors** may elect a successor to take office as of the date when the resignation becomes effective. No director may resign when the Corporation would then be left without a duly elected director or directors in charge of its affairs.

(c) Vacancies filled by directors or **Members**. Except for a vacancy created by the removal of a director, vacancies on the **Board of Directors** must be announced in written form to the Membership 10 calendar days prior to appointment and may be filled by a majority of directors then in office, unless vacancies exceed 5 director positions, thus requiring a Special Member's Meeting to nominate and elect directors as pursuant to Article 8.

(d) No vacancy on reduction of number of directors. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

(e) Restriction on interested directors. Not more than 49% of the persons serving on the **Board of Directors** at any time may be interested persons. An interested person is:

- (vi) any person being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a director as director.

9.4 Place and Time of Regular of Meetings

Regular meetings of the **Board of Directors** will be held at the principal office of the Corporation unless otherwise designated at the prior months regular meeting. Regular meetings will be held on a designated day and time as decided on by the **Board of Directors**.

9.5 Special Meetings

(a) Authority to call. Special Meetings of the **Board of Directors**, for any purpose, may be called at any time by the President of the board, or the Secretary, or any two Directors.

(b) Notice

- (i) Manner of giving. Notice of the time and place of Special Meetings shall be given to each director by one of the following methods: (a) by personal delivery of written notice; (b) by first-class mail, postage paid; (c) by telephone communication, or (d) by e-mail. All such notices shall be given or sent to the director's address, telephone number, or e-mail as shown on the records of the Corporation.
- (ii) Time requirements. Notices sent by first class mail shall be deposited into a United States mail box, at least four calendar days before the time set for the meeting. Notices given by personal delivery, telephone or e-mail shall be delivered, telephoned or e-mailed at least 48 hours before the time set for the meeting.
- (iii) Notice contents. The notice shall state the time, place and purpose for the meeting.

9.6 Closed Sessions

When personnel or conduct issues are to be considered, it should be noted in the meeting agenda and an announcement must be made, during the meeting, by the **Board of Directors** that the meeting will enter Closed Session.

9.7 Quorum

A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 9.8. Every act or decision done or made by a majority of the directors' present at a meeting duly held at which a quorum is present shall be regarded as the act of the

Board of Directors, subject to the provisions of the California Non-profit Corporation Law, particularly those provisions relating to:

- (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest,
- (b) appointment of committees, and
- (c) indemnification of directors.

A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

9.8 Adjournment

A majority of the directors' present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

9.9 Notice of Adjournment

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the directors who were not present at the time of the adjournment. Upon reconvening an adjourned meeting, the meeting shall continue with the original agenda.

9.10 Fees and Compensation

Directors and members of committees shall receive:

- (a) no compensation for their services and
- (b) such reimbursement of expenses as may be determined by resolution of the **Board of Directors** to be just and reasonable.

9.11 Responsibilities of the Board of Directors (as set forth by USA Swimming)

- (a) Determine the team's mission and purpose.
 - (i) create the team's mission statement and review it periodically for accuracy and validity.
- (b) Select the head swim coach.
 - (i) boards must reach consensus on the head coach job description and undertake a careful search to find the most qualified individual for the position.
- (c) Support the head coach and review his/her performance.
 - (i) the board will ensure that the head coach has the moral and professional support he/she needs to further the goals of the team.
 - (ii) the board will conduct an annual evaluation of the head coach's performance.
- (d) Ensure effective team planning.
 - (i) the board must actively participate with the staff in an overall planning process and assist in implementing and monitoring the plan's goals.
- (e) Determine, monitor, and strengthen the team's programs and services.
 - (i) the board will determine which programs are the most consistent with the team's mission, and monitor their effectiveness.
- (f) Ensure adequate resources.
 - (i) provide adequate resources for the team to fulfill its mission.
 - (ii) work in partnership with the head coach and staff to raise funds from the community.

- (g) Protect assets and provide financial oversight.
 - (i) the board, in order to remain accountable to its donors and the public, and to safeguard its tax-exempt status, must assist in developing the annual budget and ensure that proper financial controls are in place.
- (h) Build a competent board.
 - (i) the board must orient new members to their responsibilities and the team's history, needs and challenges.
- (i) Ensure legal and ethical integrity and maintain accountability.
 - (i) the board must establish pertinent policies, and adhere to provisions of the team's bylaws and articles of incorporation.
 - (ii) the board must create solid personnel policies, grievance procedures, and clear guidelines for staff members to ensure proper decorum.
- (j) Enhance the team's public standing.
 - (i) the board must clearly articulate the team's mission, accomplishments, and goals to the public, as well as garner support from members of the community.

Article 10: Officers

10.1 Officers

The officers of the **Board of Directors** shall be a President, Vice-President, Secretary, and Treasurer. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer (with the exception described in 10.6 c.iv.) may serve concurrently as the President of the Board. The **General Manager/Head Coach** cannot serve as an Officer of the Board.

10.2 Election of Officers

The officers of the Corporation shall be members of the **Board of Directors** and chosen by the members as provided in section 8.1.

10.3 Removal of Officers

Any officer may be removed from their position as officer and director, with just cause, upon vote of two thirds of the directors on the **Board of Directors** at any regular or special meetings of the board.

10.4 Resignation of Officers

Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

10.5 Vacancies in Offices

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled only in the manner prescribed in Section 10.2 for regular appointments to that office.

10.6 Responsibilities of Officers

(a) President

- (i) The President of the board shall preside at the meetings of the **Board of Directors** and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the **Board of Directors** or prescribed by the bylaws. The President of the board shall have the powers and duties prescribed such as supervisory powers as may be given by the **Board of Directors** to the President, if any, the president shall, subject to the control of the board of directors, generally supervise, direct and control the business and the officers of the Corporation.

(ii) He/she shall preside at all meetings of the **Board of Directors** where Roberts Revised Rules of Order shall be used as may be required for orderly discussion. He/she shall have such other powers and duties as may be prescribed by the **Board of Directors** or the bylaws.

(iii) The President may sign any contracts or agreements authorized by the **Board of Directors**, in the name and on behalf of the **Corporation**. The President, subject to the authority of the **Board of Directors**, may sign all receipts and vouchers, and all checks of the **Corporation**.

(iv) The President, subject to the authority of the **Board of Directors**, shall develop the agenda for meetings through collaboration with, and the assistance of, the **Directors and General Manager/Head Coach**.

(b) Vice-President

(i) In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President.

(ii) The Vice-President shall have such other powers and perform such other duties as from time to time may be prescribed by the **Board of Directors**.

(c) Secretary. The Secretary shall attend to the following:

(i) Book of minutes. The Secretary shall keep or cause to be kept, at the principal office or such other place as the **Board of Directors** may direct, a book of minutes of all meetings, special meetings, and actions of directors, committees of directors and committees of **Members**, with the time and place of holding of the meeting. Minutes shall be made available to the **Members** upon request and through posting electronically and/or as paper copies at the principal office, team website or other place frequented by the **Members**, such as at the principal swim practice facility.

(ii) Membership records. The Secretary shall keep, or cause to be kept, at the principal office as determined by resolution of the **Board of Directors**, a record of the **Corporation's Members**, showing the names of all **Members** and any other pertinent information.

(iii) Notices and other duties. The Secretary shall give, or cause to be given, notice of all meetings of the **Members** and of meetings of the **Board of Directors** as required by the bylaws to be given.

(iv) With the President, the Secretary may sign any contracts or agreements authorized by the **Board of Directors**, in the name and on behalf of the **Corporation**. The Secretary, subject to the authority of the **Board of Directors**, may sign all receipts and vouchers and all checks of the **Corporation**.

(d) Treasurer. The Treasurer shall attend to the following:

(i) Books of account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the **Corporation**, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements. The books of account shall be open to inspection by any **Member** at all reasonable times.

(ii) Deposit and disbursement of money and valuables. The Treasurer shall deposit all money and other valuables in the name and to the credit of the **Corporation** with such depositories as may be designated by the **Board of Directors**; shall disburse the funds of the **Corporation** as may be ordered by the **Board of Directors**; shall render to the chairman of the board and/or the President and directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the **Corporation**; and shall have other powers and perform such other duties as may be prescribed by the **Board of Directors** or the bylaws.

(iii) The Treasurer shall make, or cause to be made, such payments as may be necessary or proper to be made on behalf of the **Corporation**. The Treasurer shall be responsible for preparing an annual budget; receiving all funds to be deposited to any **Corporation** account; and presenting a monthly statement to the **Board of Directors** relating income and expenses to budget and policy.

(iv) The Treasurer, with assistance from the **Board of Directors** and/or a committee must arrange for an annual audit of the **Corporation**.

(e) General Manager (Head Coach as a member of the Board of Directors)

The Head Coach of the Corporation shall serve as the team's General Manager, a full-time position with the Corporation. The General Manager/Head Coach shall

- (i) serve as the Club Safety Coordinator: In accordance with the Bylaws of Golden West Swim Club, the General Manager shall serve as the Club Safety Coordinator & shall be responsible for disseminating safety education information received from USA Swimming and Southern California Swimming to the Member's athletes, coaches/staff and other Members and shall make recommendations to the Members and **Board of Directors** concerning safety policy and its implementation.
- (ii) provide monthly reports on the status of the team, including compilations of information provided by other coaching staff.
- (iii) develop and provide training schedules for the team, in consultation with but not dictated by, the **Board of Directors**, and in consultation with other coaching staff.
- (iv) develop and provide training sessions for the team, in consultation with but not dictated by, other coaching staff, to include education regarding the sport, technique, weight training and nutrition.
- (v) develop and provide a schedule of team competitions (swim meets) in consultation with, but not dictated by, the **Board of Directors**, and in consultation with other coaching staff.
- (vi) establish member recruitment and retention programs in cooperation with, and with support from the **Board of Directors**, and additional committees.
- (vii) develop swim training program(s), assist coaching and support staff, & develop appropriate program continuity.
- (viii) recruit additional coaching staff for hire with approval from the **Board of Directors**.
- (ix) communicate regularly with the members through lines established by the **Board of Directors**, through the newsletter, team website, by electronic mail and/or by postal service, as needed for team activities, announcements, requirements, deadlines, etc.
These communications originating from the Head Coach may be disseminated by committee (i.e. PR committee), appointed Member volunteer, the **Board of Directors**, or another appropriate intermediary.
- (x) Fiscal Requests and Approvals: The Head Coach may engage in discussions and submit requests to the **Board of Directors** regarding financial needs, including but not limited to facility improvements, assistant coach and support staff salaries, equipment, and other purchase requests. All expenditures must be approved by the **Board of Directors** during a regular board meeting or through a special meeting or vote, if necessary.
- (xi) With the Board President and/or other authorized Board Member(s), the General Manager may sign any contracts or agreements authorized by the **Board of Directors**, in the name and on behalf of the Corporation. The General Manager/Head Coach, subject to the authority of the **Board of Directors**, may sign receipts, vouchers and checks of the Corporation, in conjunction with an additional registered signer from the board.

10.7 Fees and Compensation

Officers shall receive:

- (a) no compensation for their services and
- (b) such reimbursement of expenses as may be determined by resolution of the **Board of Directors** to be just and reasonable.

Article 11: Committees

11.1 Committee Chairpersons

The **Board of Directors** may appoint, and may authorize the President or another director, to appoint committee chairpersons to assist in conducting the business of the Corporation, each of whom shall have the title, hold office for their term, have the authority and perform the duties specified in the bylaws or determined from time to time by the **Board of Directors**.

11.2 Meetings and Action of Committees

Committee meetings shall be held without call and without notice to the members not participating on said committee. Committee chairperson will report back to the Board at the next regular board meeting.

11.3 Current Committees

Current committees shall be listed in the Policies and Procedures and may be updated as needed by a majority vote of the **Board of Directors**.

Article 12: Indemnification of Directors, Officers, Employees and Other Agents

12.1 Definitions

For the purpose of this article:

- (a) "agent" means any person who is or was a director, officer, employee, or other agent of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee, or agent of another foreign or domestic Corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic Corporation that was a predecessor Corporation of this Corporation or of another enterprise at the request of the predecessor Corporation;
- (b) "proceeding" means any threatened, pending, or completed action or proceeding to which the Corporation or its agent is a party, whether civil, criminal, administrative or investigative; and
- (c) "expenses" includes, without limitation, all attorneys' fees, costs and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys' fees, costs and other expenses incurred in establishing a right to indemnification under this Article.

12.2 Successful Defense by Agent

To the extent that an agent of this Corporation has been successful on the merits in the defense of any proceeding referred to in this Article 12 or in the defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Sections 12.3 through 12.5 hereof shall determine whether the agent is entitled to indemnification.

12.3 Action Brought by Persons Other than the Corporation

Subject to the required findings to be made pursuant to Section 12.5, below, this Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of, this Corporation, or by an officer, director or person granted related status by the Attorney General, or by the Attorney General on the ground that the defendant director was or is engaging in self-dealing within the meaning of California Corporations Code Section 5233, or by the Attorney General or a person granted related status by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that such person is or was

an agent of this **Corporation**, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

12.4 Action Brought by or on Behalf of the Corporation

(a) Claims settled out of court. If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of this **Corporation**, with or without court approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding, unless it is settled with the approval of the Attorney General.

(b) Claims and suits awarded against agent. This **Corporation** shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action brought by or on behalf of this **Corporation** by reason of the fact that the person is or was an agent of this **Corporation**, for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:

- (i) the determination of good faith conduct required by Section 12.5, below, must be made in the manner provided for in that section; and
- (ii) upon application, the court in which the action was brought must determine that, in view of all the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

12.5 Determination of Agent's Good Faith Conduct

The indemnification granted to an agent in Sections 12.3 and 12.4 above is conditioned on the following:

(a) Required standard of conduct. The agent seeking reimbursement must be found in the manner provided below to have acted in good faith, in a manner he believed to be in the best interest of this **Corporation**, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in the best interest of this **Corporation** or that he had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful.

(b) Manner of determination of good faith conduct. The determination that the agent did act in a manner complying with subsection (a) above shall be made by:

- (i) the **Board of Directors** by a majority vote of a quorum consisting of directors who are not parties to the proceeding; or
- (ii) the voting **Members** by an affirmative vote of a majority of the voting **Members** represented and voting at a duly held meeting of **Members** at which a quorum is present, which affirmative vote also constitutes a majority of the required quorum; provided, however, that the person to be indemnified shall not be entitled to vote; or
- (iii) the court in which the proceeding is or was pending. Such determination may be made on application brought by this **Corporation** or the attorney of the agent or other person rendering a defense to the agent, whether or not the application by the agent, attorney or other person is opposed by this **Corporation**.

12.6 Limitations

No indemnification or advance shall be made under this Article 12, except as provided in Sections 12.2 or 12.5(b)(3) hereof, in any circumstance when it appears:

(a) that the indemnification or advance would be inconsistent with a provision of the Articles of Corporation, a resolution of the **Members**, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred, or other amounts were paid, which prohibits or otherwise limits indemnification, or

(b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

12.7 Advance of Expenses

Expenses incurred in defending any proceeding may be advanced by this **Corporation** before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of the advance, unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this Article 12.

12.8 Contractual Rights of Non-directors and Non-officers

Nothing contained in this Article 12 shall affect any right to indemnification to which persons other than directors and officers of this **Corporation**, or any subsidiary hereof, may be entitled by contract or otherwise.

12.9 Insurance

The **Board of Directors** may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the **Corporation** against any liability other than for violating provisions against self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this **Corporation** would have the power to indemnify the agent against that liability under the provisions of this Article 12.

Article 13: Records and Reports

13.1 Maintenance of Corporate Records The **Corporation** shall keep:

- (a) adequate and correct books and records of account;
- (b) minutes in written form of the proceedings of its **Members** and board;
- (c) a record of its **Members**, giving their names and addresses.

13.2 Members' and Directors Inspection Rights

- (a) For a purpose reasonably related to such person's interest as a member,
 - (i) any member of the **Corporation** may inspect and copy the records of **Members'** names and addresses and voting rights during usual business hours on five calendar days' prior written demand on the **Corporation**, stating the purpose for which the inspection rights are requested; or (ii) obtain from the Secretary of the **Corporation**, on written demand and on the tender of the Secretary's usual charges for such a list, if any, a list of names and addresses of **Members** who are entitled to vote for the election of directors, and their voting rights, as of the most recent record date for which that list has been compiled, or as of a date specified by the member after the date of demand. The demand shall state the purpose for which the list is requested. This list shall be made available to any such member by the secretary on or before the later of 10 calendar days after the demand is received or the date specified in it as the date by which the list is to be compiled; and

(b) Any **Member** or Director of the **Corporation** may inspect the accounting books and records and minutes of the proceedings of the **Members** and the board, at any reasonable time, for a purpose reasonably related to such **Member's** interest as a **Member or Director**.

(c) Any inspection and copying under this section may be made by an agent or attorney of the **Member or Director** and the right of inspection includes the right to copy and make extracts.

13.3 Maintenance and Inspection of Articles and Bylaws

The **Corporation** shall keep the original or a copy of the Articles of Incorporation and bylaws as amended, to date, which shall be open to inspection by the **Members, Directors** or other authorized representatives at all reasonable times during office hours.

13.4 Annual Report to Members

At such time that the **Corporation** consists of more than fifty **Members** and has assets exceeding \$10,000, it shall, not later than 120 days after the close of the **Corporation's** fiscal year, cause an annual report to be sent to the **Members** and directors. Such report shall contain the following information in reasonable detail:

- (a) the assets and liabilities, including the trust funds, of the **Corporation** as of the end of the fiscal year;
- (b) the principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) the revenue or receipts of the **Corporation**, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) the expenses or disbursements of the **Corporation**, for both general and restricted purposes, during the fiscal year;
- (e) any information required by Section 13.5.

The report required by this section shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the **Corporation** that such statements were prepared without audit from the books and records of the **Corporation**.

13.5 Annual Statement of Certain Transactions and Indemnifications

No later than the time the **Corporation** gives its annual report, if any, to the **Members**, and in any event no later than 120 days after the close of the **Corporation's** fiscal year, the **Corporation** shall prepare and mail or deliver to each **Member** and **Director** a statement of the amount and circumstances of any transaction or indemnification of the following kind:

- (a) Any transaction(s) in which the **Corporation** was a party, and in which either of the following had a direct or indirect financial interest:
 - (i) any **Director** or **Officer** of the **Corporation** (a mere common directorship shall not be considered such an interest); or
 - (ii) any holder of more than 10% of the voting power of the **Corporation** if such transaction involved over \$50,000, or was one of a number of transactions with the same person involving, in the aggregate, over \$50,000.
- (b) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any Officer or Director of the **Corporation** pursuant to Article 12 hereof, unless such indemnification has already been approved by the **Members** pursuant to Section 12.5(b)(ii).

Article 14: Construction and Definitions

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Non-profit **Corporation** Law shall govern the construction of these bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular and the term "person" includes both the **Corporation** and a natural person.

Article 15: Amendments

15.1 Amendment by Members

New bylaws may be adopted or these bylaws may be amended or repealed by approval of the majority of the voting **Members**. Further, where any provision of these bylaws requires the vote of a larger proportion of the voting **Members** than otherwise required by law, such provision may not be altered, amended or repealed except by the vote of such larger number of voting **Members**. No amendment may extend the terms of a Director beyond that for which such Director was elected.

(i) The **Board of Directors** may make changes to the Policies and Procedures to reflect updates to committees, team events, fund-raisers and additional activities therein. A majority vote of the **Board of Directors** is required to make changes to the Policies and Procedures.

Article 16: Robert's Rules of Order

16.1 Robert's Rules of Order will be followed by the Board and by all committees unless otherwise specified by the Articles, Bylaws, applicable law or by duly adopted resolution of the Board.

Certificate of Secretary

I, the undersigned, certify that I am the presently elected and acting secretary of Golden West Swim Club, a California non-profit public benefit **Corporation**, and the above bylaws, consisting of 16 pages, are the bylaws of this **Corporation** as adopted by unanimous written consent of the **Board of Directors** on _____, 20____.

Date: _____

Secretary: _____