



## Chelsea Aquatic Club Bylaws

### I. Name, Purpose & Responsibilities

- A. **Section 1:** The name of this association is Chelsea Aquatic Club; herein known as CAC.
- B. **Section 2:** The purpose of CAC, a 501(c) 3, is to enrich the community by providing an environment of teamwork and competition in the area of aquatics for Chelsea area residents. The club's objectives are:
  - 1. Provide an environment of teamwork
  - 2. Teach sportsmanship
  - 3. Offer structured training
  - 4. Develop physically/emotionally healthy athletes
  - 5. Encourage self-confidence by stressing personal bests
- C. **Section 3:** CAC is affiliated with SMSL (Southern Michigan Swim League), WISC (Washtenaw Interclub Swim League) and is a member of Michigan Swimming, a USA Swimming local swim committee.
- D. **Section 4:** CAC is governed by a Parent Board of Directors consisting of parent volunteers. These volunteers are not paid positions. The responsibilities include:
  - 1. Provide an environment that offers qualified and engaged coaching staff.
  - 2. Encourage communication, cooperation, and involvement among parents and coaches.
  - 3. Provide a forum for discussion for parent input.
  - 4. Offer activities which support a family friendly environment.
- E. **Section 5:** Board Members shall act under the following duties:
  - 1. Duty of care: Be informed about the club's activities, participate in collective decisions and act in good faith of a prudent person.
  - 2. Duty of Loyalty: Act in the interest of the organization.
  - 3. Duty of Obedience: Ensure the organization functions within the law and remain the guardians of the club mission.
- F. **Section 6:** The Parent Board works in Partnership with the Head Coach.
  - 1. Board
    - a) Establishes mission, direction, guiding principles.
    - b) Retains ultimate responsibility and power.
    - c) Accountable to the public trust and club's constituencies.
  - 2. Head Coach
    - a) Supports the Board with strategic information, ideas, and connections.

- b) Manages the affairs of the club by ensuring appropriate planning, coordination and implementation of the program established by the Board.
- c) Retains immediate or operational responsibility and power.

## II. Membership

- A. **Section 1:** A registered swimmer on the CAC Swim Team shall be referred to as a member. The member's parents or guardians shall be referred to as parent members, together they shall be referred to as member families.
- B. **Section 2:** Membership in the club shall be available to young persons under the age of 19 as of September 1st of each calendar year, regardless of race, color, creed, national origin, or swimming ability, as long as the minimum ability is met. For safety purposes, all swimmers must be able to demonstrate that they can swim one continuous length of the pool before they are granted membership to the competitive team. Membership in non-competitive programs does not require swimming one continuous length.
- C. **Section 3:** CAC is open to all eligible swimmers desiring membership in the club. Swimmers residing in the Chelsea School District are given first priority for new member registration. Out of district membership may be limited based upon total CAC membership, in district registrations and pool availability. Out of district limitations will be reviewed for CAC membership on an annual basis.
- D. **Section 4:** All members must comply with the rules and regulations of Chelsea School District. It is the responsibility of the Parent Members to understand and follow these regulations with regards to pool use and academics/athletics.
- E. **Section 5:** Membership fees will be established by the Board of Directors and presented in writing or announced electronically no later than twenty (20) days prior to the beginning of the swim season.
- F. **Section 6:** Requests for Financial Assistance must be made in writing by submitting a completed CAC Financial Assistance Application Form to the CAC Membership Representative and will be reviewed by said Membership Rep and the President of CAC. Completed Financial Assistance Application Forms are due within 7 days of the start of the season and must include all required paperwork.

Financial Assistance is based on need and is not guaranteed.

Financial Assistance may be given to offset costs of registration fees for a full regular season (Fall, Winter, or Summer). Financial Assistance is not given for December, Spring, clinics, conditioning, or USA swimming sessions.

Families will receive half off a regular season if they are at the 200% income poverty level. Their CAC Financial Assistance Application Form must be completed.

Families not on the Free/Reduced Lunch Program can make one request per calendar year for Financial Assistance. Financial Assistance amounts for those not in a school district Free/Reduced Lunch Program will not be more than half off a regular season.

Financial Assistance provided will be set by the CAC Board based on the number of applicants and does not depend on current registration fees. The Financial

Assistance amount may change based on the number of applicants and the availability of funds per season. The amount of Financial Assistance available will be maximized to accommodate all requests.

- G. **Section 7:** Members must remain current on all applicable fees assessed by the club. Fees are due prior to the start of each session. The Board of Directors, at their discretion, may restrict or suspend participation of swimmers until all outstanding payments are received. A member who financially is in good standing with the club shall be referred to as an active member.
- H. **Section 8:** The membership list shall be used solely for purposes relating to the Chelsea Aquatic Club.

### **III. Board of Directors and Elections**

- A. **Section 1:** The Officers of the Board of Directors shall consist of the President, Vice President, Secretary, and Treasurer. Additional positions which make up voting members of the Board of Directors include: Membership Representative, Parent Liaison and Meet Coordinator. Temporary non-voting positions may be added by the Board of Directors as necessary to assist the club with administrative duties. The Board will consist of 7 voting positions.
- B. **Section 2:** Elections
  - 1. At the end of each fall session the Vice President will post those positions which are vacant 3 weeks prior to the end of season party. The posting will be available for 2 weeks.
  - 2. The slate will be prepared and voted on at the end of every fall season. . Elections shall take place by majority vote of the Parent Members present at the voting meeting by written ballot.
  - 3. If vacancies occur, then the current board will appoint a successor until the next voting session.
  - 4. Parents of swimmers who have enrolled for 2 consecutive sessions that include dual meets will be eligible to be a board member.
  - 5. Board Position Descriptions
    - a) President
      - (1) Shall be elected every 2 years, on even years.
      - (2) The President shall preside over meetings and coordinate the club activities by delegating duties and workloads to committees and/or board members. It is the president's responsibility to call and adjourn board meetings and to notify board members of those meetings.
    - b) Vice President
      - (1) Shall be elected every 2 years on odd years.
      - (2) The Vice President shall act as President in the event of the absence or disability of the President. In the event the office of the President becomes vacant, the Vice President shall become the President for the duration of the term.
    - c) Treasurer
      - (1) Shall be elected every 2 years on odd years.
      - (2) The Treasurer shall collect all dues or other fees payable to the club, shall keep a record of outstanding fees, shall deposit

all monies in a timely manner in the CAC checking account, and shall make disbursements as directed by the Board of Directors. The Treasurer shall keep and account for all receipts and disbursements and be able to give a financial report at each meeting.

(3) The Treasurer is responsible for preparing an annual report and budget for the fiscal year.

d) Secretary

(1) Shall be elected every 2 years on odd years.

(2) The Secretary shall keep a book of minutes of all meetings of the Club and Board of Directors, shall carry on all correspondence of the club, and shall submit a copy of the minutes to each board member no later than ten (10) days subsequent to each meeting. Minutes will be made available to any active member family upon request.

e) Membership Representative

(1) Shall be elected every 2 years on even years.

(2) Coordinate each season's membership registration while collecting, processing, tracking and depositing all membership dues and fees. Activate/deactivate swimmers each season during registration, update membership information as needed.

f) Parent Liaison

(1) Shall be elected every 2 years on odd years.

(2) The Parent Liaison is responsible for Community outreach for sponsorships, including t-shirts, USA Banner and certificates to sponsors.

(3) Assist with planning and preparation of end of the season banquets, including coordinating volunteers and donations.

g) Meet Coordinator

(1) Shall be elected every 2 years, on even years only.

(2) Meet Coordinator shall coordinate meet dates with Head Coach and other teams, while securing officials for all home meets.

(3) Meet Coordinator will secure workers (Parent Members as volunteers) as well as officials for all home meets.

(4) Oversee concessions set up, sales and clean up. While ensuring sufficient change is provided by Treasure prior to the start of the meet.

(5) Check with Concessions on need and secure needed items.

C. **Section 3:** The Board of Directors responsibilities include developing goals and priorities for each school year, assisting in identifying any related concerns and in finding resolution for these concerns, recommend and approve expenditures.

D. **Section 4:** Termination of Parent Board Members

1. End of elected/appointed term.

2. Voluntary Termination in writing to the Board of Directors.

3. Membership expired by not having a swimmer in 2 consecutive sessions of dual meets. (Exceptions shall be made for those swimmers who are

participating in a Chelsea School District swim season. This may be included as a CAC season since regulations will not allow for competition in 2 leagues at the same time)

4. Vote of the Board of Directors for not fulfilling the duties and responsibilities of the position.

#### **IV. Meetings and Voting Procedures**

- A. **Section 1:** Meetings of the Board of Directors are held the second Wednesday of every month all year round and ad hoc meetings may be called to resolve issues. Issues may be resolved and voted on via email, as long as all members are able to relay their vote to the President and this is added as an addendum to the previous month's minutes
- B. **Section 2:** A majority of the Board positions occupied constitutes a quorum.
- C. **Section 3:** A majority of the Board positions occupied will pass a motion. This may include proxy votes from those members of the Board of Directors not present.
- D. **Section 4:** Board Members may not vote on anything that may present as a conflict between the member and the club.

#### **V. Finances**

- A. **Section 1:** The budget will be set by the CAC Board each August based on the previous year's enrollment and expenditure. The CAC Board shall approve, by vote, all expenses except those that maintain operations.

#### **VI. Indemnification; Liability Insurance; Limitation of Liability**

- A. **Section 1: INDEMNIFICATION**
  1. Director and Officers:
    - a) The Non-Profit Organization (NPO) shall indemnify, to the fullest extent authorized or permitted by applicable law, any person, and such person's heirs and legal representatives, who is made or threatened to be made a party to any action, suit or proceeding (whether civil, criminal, administrative or investigative), whether brought by or in the right of the NPO or otherwise, by reason of the fact that such person is or was at any time a Director or officer of the NPO or such person served on any formally constituted advisory body or voluntary committee of the NPO.
    - b) In addition, should any person serve at the request of the NPO as a shareholder, member, officer, director, employee or agent of any other NPO, business corporation, partnership, joint venture, trust, association, or any other enterprise, the NPO shall indemnify such person and such person's heirs and legal representatives, to the fullest extent authorized or permitted by applicable law. In addition, the Board may by resolution, but is not required to, determine if an employee or agent of the NPO is entitled to indemnity by the NPO for activities within the scope of such employee's or agent's duties on

behalf of the NPO. A person entitled to indemnity shall be indemnified, to the fullest extent of either the NPO's ability to indemnify under applicable law, or the scope of the NPO's insurance coverage, whichever provides broader indemnity, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred or to be incurred by the person in connection with such action, suit or proceedings. Direct indemnity by the NPO is subject to the requirements that the Board of Directors determine that such person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the NPO, and with respect to any criminal action or proceeding, had no reasonable cause to believe that the conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the NPO or, with respect to any criminal action or proceeding, did have reasonable cause to believe that the conduct was unlawful.

2. Proportionate Indemnity:

- a) If a person is entitled to indemnification under section 7.1 for a portion of expenses, including attorney fees, judgment, penalties, fines, and amounts paid in settlement, but not for the total amount, the NPO shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified

3. Indemnification of Employees and Agents of the NPO:

- a) The NPO may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the NPO to the fullest extent of the provisions of this section with respect to the indemnification and advancement of expenses of Directors and officers of the NPO.

**B. Section 2: APPROVAL OF INDEMNIFICATION**

- 1. Any indemnification under Sections 7.1 of this Article shall be made by the NPO only if authorized by a majority vote of a majority of the Board, but limited to those Directors who are not parties to the action, suit or proceeding, or if ordered by a court of competent jurisdiction. If the quorum of a majority of the Directors is not obtainable, then the decision may be made by a committee of at least 2 Directors who are not parties to the action. Alternatively, the decision may be made by independent legal counsel in a written opinion. The decision should be based upon a determination, under all of the facts and circumstances, that the person requesting indemnification has met all applicable standards of conduct for his or her position with the NPO.

**C. Section 3: LIABILITY INSURANCE**

- 1. The NPO shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the NPO, who served on a formally constituted committee of the Corporation or who

served at the request of the NPO as a director, officer, employee or agent or another corporation, organization, partnership, joint venture or any other enterprise. This insurance may indemnify any person so insured against any liability asserted against, or incurred by, the indemnified party in any capacity or arising out of the status described above, whether or not the NPO would otherwise have the power to so indemnify.

**D. Section 4: CONTRACT RIGHTS**

1. Nothing contained in this Article shall limit any rights to persons other than Directors and officers, unless such indemnity is made subject to the terms of insurance policies acquired by the NPO. The total amount of indemnification provided under a lawful contract shall be limited to the amount of actual expenses incurred by the individual being indemnified. With regard to this type of indemnification, expenses incurred in defending any action, suit or proceeding may be paid by the NPO in advance of the final disposition of that action, suit or proceeding upon approval by a majority vote of the Board. If it is ultimately determined that the individual being indemnified is not entitled to indemnification by the NPO, as determined by the final disposition of the action, suit or proceeding, the NPO shall take the appropriate measures to recover the expenses advanced.

**E. Section 5: PROTECTION FROM LIABILITY**

1. A. The NPO shall advance funds to pay expenses incurred or to be incurred by a Director or officer, and may, in the Board discretion, advance funds to pay expenses incurred or to be incurred by an employee or agent in defending a civil or criminal action, suit or proceeding in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay the expenses if it is ultimately determined that the person is not entitled to be indemnified by the NPO under applicable law. The ultimate determination of the person's entitlement to indemnification shall be made in accordance with the applicable standard of conduct under applicable law and this Article.

**F. Section 6: VOLUNTEER DIRECTOR AND OFFICER LIABILITY** A. As provided in the Articles of Incorporation, a volunteer Director or volunteer officer shall have no personal liability to the NPO for monetary damages for a breach of the Director's or officer's fiduciary duty; provided, however, the foregoing shall not apply in the case of breach of the duty of loyalty, bad faith, intentional misconduct, knowing violation of the law, gross negligence, improper personal benefit, or any violation of M.C.L. Section 450.2551(1) or any successor of such provision.

**G. Section 7: ASSUMPTION OF LIABILITY OF VOLUNTEER DIRECTOR** A. As provided in the Articles of the Non-Profit 501(c) 3, the NPO assumes all liability to any person, other than the NPO for all acts or omissions of a volunteer Director occurring on or after the effective date of these Bylaws and in the good faith performance of the volunteer Director's duties as such.

1. Notwithstanding the foregoing, a volunteer Director shall be personally liable to the NPO for monetary damages for a breach of fiduciary duty as a Director to the extent set forth in this Article, and the NPO shall not be precluded from bringing or maintaining a claim against a volunteer Director to the extent not

inconsistent with this Article.

**H. Section 8: ASSUMPTION OF NON-DIRECTOR VOLUNTEER LIABILITY**

1. As provided in the Articles of the Non-Profit 501(c)3, the NPO assumes all liability to any person, for acts or omissions of a non-Director volunteer occurring in or after the effective date of these Bylaws, provided that all of the following conditions are met:
  - a) The non-Director volunteer was acting or reasonably believed that he or she was acting within the scope of his or her authority.
  - b) The non-Director volunteer was acting in good faith.
  - c) The non-Director volunteer's conduct did not amount to gross negligence or willful and wanton misconduct.
  - d) The non-Director volunteer's conduct was not an intentional tort.
  - e) The non-Director volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed under the Michigan Insurance Code.

**I. Section 9: AMENDMENT OF LIABILITY LAW**

1. If the Michigan Nonprofit Corporation Act is amended to authorize the further elimination or limitation of the liability of the director or non-director volunteers of nonprofit corporations, then the liability of the Director or non Director volunteers, in addition to the limitation, elimination and assumption of personal liability contained in this Article, shall be assumed by the NPO, eliminated or limited to the fullest extent permitted by the Michigan Nonprofit Corporation Act as so amended, except to the extent such limitation, elimination or assumption of liability is inconsistent with the status of the Corporation as a nonprofit organization. No amendment or repeal of the Article shall apply to or have any effect on the liability or alleged liability of any non volunteer of this Corporation for or with respect to any acts or omissions of such Director or non-Director volunteer occurring prior to the effective date of any such amendment or repeal.

**J. Section 10: RELIANCE OF OPINIONS**

1. A Director or officer when acting in good faith, may rely upon the opinion of counsel for the Corporation, upon the report of an independent appraiser selected with reasonable care by the Board of Directors or upon financial statements of the NPO represented to the Director or officer to be correct by the Executive Director or other officer of the NPO having charge of the books of account, or stated in a written report by an independent, public or certified public accountant or firm of such accountants fairly to reflect the financial conditions of the NPO.

**VII. Amendment of Bylaws**

- A. **Section 1:** These bylaws may be amended after presentation of the amendment(s) to the general membership for 30 days. After 30 days the Board of Directors may vote on the amendment(s) provided that: a quorum is present; the meeting was properly called; and the amendment was submitted to each member family in writing including email/posting. Amendments may be submitted electronically or may be distributed in each member family's correspondence folder. Bylaw amendments may be proposed in writing by any active CAC member.



Authors:

Jennifer Dammeyer- CAC Vice President Jim Duncan- CAC President

Andrew Thomson- Coach

Changes: June 2012, Jennifer Dammeyer – CAC President

Changes: October 2013, Lisa Zocharski – CAC Parent Representative

Changes: September 2015, Erica R. Monahan –CAC President

Changes: November 2, 2016, Erica R Monahan- CAC President

Changes: March 17, 2017, Erica R. Monahan- CAC President

Changes: May 19, 2017, Erica R. Monahan- CAC President

Edits: May 2nd, 2024, Rebecca Palmer - VP