# KYLSC Board of Directors Meeting September 11, 2024 - Zoom

#### **PURPOSE - MISSION**

The objectives and primary purpose of Kentucky Swimming shall be the education, instruction, and training of individuals to develop and improve their capabilities in the sport of swimming.

#### VISION

To provide a safe and healthy environment, encompassing all backgrounds and abilities that create a tradition of excellence in the sport of swimming.

Attending: Joseph Phillips, Jason Brown, Terri Tonges, Brent Runkle, Kris Humphries, Colin Faris, Nick Graves, David Barnes, JJ Rodgers, Kevin Ryan, Mike Essig, Amy Albiero, Megan Zerhusen

Jason Brown motioned/Brent Runkle seconded/approve agenda as presented

Terri Tonges motioned/Jason Brown seconded/approved August 28, 2024, meeting minutes as read

**NKY Clippers Status:** The NKY Clippers have been approved for KYLSC membership; however, Kenton County is still in the Ohio Swimming boundaries. At the September 14<sup>th,</sup> KYLSC House of Delegates meeting, a motion to accept Kenton County, KY into the Kentucky Swimming boundaries will be made. Once approved, a new LSC Affiliation agreement will be sent along with the meeting minutes to USA Swimming for approval.

At the September 14<sup>th</sup> House of Delegates meeting, there will be three motions.

- 1. Request an LSC Territory change for Kenton County
- 2. Request an LSC Territory change for Campbell County
- 3. Request an LSC Territory change for Boone County

MAKO / IN Swimming boundary change: The MAKOS Swim Club, a new club in New Albany, Indiana, was assigned to the KYLSC by USA Swimming. It was discovered that although the existing clubs, Pacesetter and Riverside, in Floyd and Clark Counties, Indiana had been released from Kentucky Swimming, the counties are still within the KYLSC territory. There will be two motions made at the KYLSC HOD.

- 1. Release MAKO from the KYLSC territory
- 2. Release Floy and Clark Counties from the LSC territory (with the statement that it is not supported by the board of directors)

Nick Graves reported that when the clubs were released from Kentucky, it was intentional to keep the counties within the KYLSC territory.

#### Finance Vice-Chair: JJ Rodgers presented

- 2023-2024 KYLSC Finance Report \$10,000 S Zones unused funds were moved to a designated fund assigned to the 2025 S Zone Championship. Jason Brown motioned/David Barnes seconded/approved to accept the 2023-2024 KYLSC Financial Report as presented.
- 2024-2025 KYLSC Budget
  - Increase in Sponsorship contribution
  - Registration income was adjusted based on last year's numbers where registrations were not met and the addition of NKY Clippers to the LSC.

Jason Brown motioned/Kris Humphries seconded/approved 2024-2025 KYLSC Budget as presented to present to the KYLSC House of Delegates

**2024 KYLSC House of Delegates:** The schedule for offerings is posted on the website. There is a 12&Under clinic with Olympian, Nick Albiero.

Officials Travel Fund Reimbursement: Jason Brown presented the revised reimbursement policy to be added to Appendix B in the KYLSC Policy and Procedure Handbook – see below. With the \$5 increase for officials' registrations that will be designated to the officials travel fund reimbursement and the \$600 rollover from the KYSLC travel fund, there should be \$1,500 to fund official travel reimbursement for 2025. Board members asked if other LSCs provided reimbursement for official travel to higher level meets. Jason researched other LSC policies and said that they do have a reimbursement program which is more generous than what is

proposed. Brent Runkle motioned/Kevin Ryan seconded/approved to accept the Officials Travel Fund Reimbursement Policy as presented.

Athlete Travel Fund Reimbursement Policy: Nick Graves presented a revised Travel Fund Reimbursement Policy, Appendix B in the KYLSC Policy and Procedures Handbook – see below. JJ Rodgers motioned/Jaso Brown seconded/approved to accept the revised Athlete Travel Fund Reimbursement as presented.

Nominating Committee Slate: David Barnes reported that the nominating slate for elections. Kevin Ryan motioned/Jason Brown seconded/approved as submitted and will be presented to House of Delegates.

- Administrative Vice-Chair Mike Essig
- Program Development Amy Albiero
- Finance Chair JJ Rodgers
- Senior Vice-Chair Colin Faris
- Rules Chair Brent Runkle
- Member At-large David Barnes, Christopher Fay, Lynette Hudnell

**Records:** Kris Humphries, Records Chair, reported she will track Mixed Medley Relays. Currently, there are no SWIMS reports and Kris will contact USA Swimming to add those events.

**Swimville USA Sponsorship:** Swimville USA has agreed to extend their sponsorship for two years. Swimville will continue to contribute \$6,000, \$3,000 per season. In addition, for all championship meets, they will give 10% of gross sales as part of their sponsorship. Swimville asked that if Kentucky Swimming does not attend the MidStates or S Zones meets where purchases to Swimville were not made, the commitment would be \$1,500 less for the meet not attended; \$1,500 less for short course if there is no purchase of apparel for MidStates AllStar and/or \$1,500 less for long course if there is no purchase of apparel for S Zones. **Jason Brown motioned/Brent Runkle approved/contract accepted with the changes,** Swimville agrees to pay to KYSLC the sum of \$6,000.00 per year in two payments, and once purchases have been made to Swimville for MidStates and S Zones, Swimville is committed to the full amount.

Terri Tonges motioned/David Barnes seconded/ meeting adjourned 9:20 pm

# 2023-2024 KYLSC End of Year Report

	Actual		Budget	
Income				
Sponsorship		6,000.00		6,000.00
Athlete Assistance Fund		260.00		
Fines				0.00
Interest Income		26.38		6.00
Observed/Approved Fee		600.00		300.00
Registrations Collected		64,494.39		72,000.00
Sanctions		940.00		1,000.00
Splash Fees		24,332.75		24,000.00
Surcharges		23,741.00		24,000.00
Total Income	\$	120,394.52	\$	127,306.00
Expenses				
Bank Service Charges		33.00		
Contingency Items				1,526.00
<b>Board of Directors Expenses</b>				
Age Group Chair		891.03		1,000.00
Athlete - Athlete Summit		2,048.85		1,000.00
Coaches		1,000.00		1,000.00
Diversity and Inclusion		500.00		500.00
General Chair		268.40		500.00
Officials		3,503.91		3,500.00
Total Board of Directors Expenses	\$	8,212.19	\$	7,500.00
Total LSC Admin Office		\$63,347.67		\$65,280.00
HOD Expenses		3,618.07		4,000.00
Nat Convention / Board Retreat				3,000.00
Championship Long Course		4,412.01		4,500.00
Championship Short Course		4,472.91		4,500.00
Mid State All-Star Meet		4,251.82		5,000.00
Open Water				
Open Water Championship		1,585.01		1,000.00
Open Water Zones		5,721.44		6,000.00
Total Open Water	\$	7,306.45	\$	7,000.00
Zone Team				
Zone Team Expense - rolled over		10,000.00		10,000.00
Total Zone Team	\$	10,000.00	\$	10,000.00
Travel Fund		6,132.87		15,000.00
Total Expenses	\$	111,786.99	\$	127,306.00
Net Operating Income	\$	8,607.53	\$	0.00

2024-2025 KYLSC	 Budget		
Income			
Sponsorship	7,500.00		
Athlete Assistance Fund			
Fines	300.00		
Interest Income	20.00		
Observed/Approved Fee	600.00		
Registrations Collected	70,000.00		
Sanctions	1,200.00		
Splash Fees	26,000.00		
Surcharges	 27,000.00		
Total Income	\$ 132,620.00		
Expenses			
Bank Service Charges	100.00		
Contingency Expense	1,040.00		
Board of Directors Expenses			
Registrations Paid	800.00		
Age Group Chair	1,000.00		
Athlete	1,000.00		
Coaches	1,000.00		
Diversity and Inclusion	500.00		
General Chair	500.00		
Officials	 3,500.00		
Total Board of Directors Expenses	\$ 7,500.00		
LSC Admin Office	66,380.00		
HOD Expenses	2,500.00		
Nat Convention / Board Retreat	5,500.00		
Championship Long Course	4,000.00		
<b>Championship Short Course</b>	4,000.00		
Mid State All-Star Meet	5,000.00		
Open Water			
Open Water Championship	1,600.00		
Open Water Zones	 10,000.00		
Total Open Water	\$ 11,600.00		
Zone Team			
Zone Team Expense	 10,000.00		
Total Zone Team	\$ 10,000.00		
Travel Fund	15,000.00		
Total Expenses	\$ 132,620.00		
Net Operating Income	\$ 0.00		

# Proposed Official's Travel Fund (rev. 9.10.24)

### **Proposed Meet Eligibility-**

Two-Star Meets (Futures)—Reimbursement up to \$100 per meet

Three-Star Meets (Juniors)—Reimbursement up to \$200 per meet

Four-Star Meets (Pro Series)—Reimbursement up to \$300 per meet

Five-Star Meets (Nationals/US Open/Olympic Trials)—Reimbursement up to \$400 per meet

### Requirements for Eligibility:

- Requesting Official must be in "Good Standing" with USA Swimming.
- Requesting Official would be eligible to apply for reimbursement for up to two meets per year with qualifying proof of deck assignment documentation and hotel/meal/mileage receipts.
- Requesting Official would be required to work a minimum of 15 sessions at a KYLSC sanctioned meets between
   September 1st and August 31st of each fiscal LSC year (observed, or any other meet type other than a KYLSC sanctioned meet does not count toward the LSC session requirement).
- Requesting Official would be required to work a minimum of 3 sessions at 2 of 3 State Championship (Qualifying Meets are: 12&U Short Course Championships, 13 &O Short Course, and/or Long Course State Championship) meets each season. These sessions are above and beyond the 15 KYLSC requirements.
- Requesting Official is required to work all sessions at the National meet they are seeking reimbursement, unless excused by the Meet Referee, documented and provided with the reimbursement request.
- All requests for reimbursement would be due no later than August 1st of each year.
- All payouts for approved qualifying meets would be completed by August 31st of each fiscal year or the LSC fiscal year.
- Reimbursement will be completed on a first-come, first-serve basis for each LSC Calendar Year. Once all allocated and available funds have been approved and distributed, all other requests will be denied due to lack of allocated funds.

### **Proposed Funding Mechanism -**

Raise KYLSC Official's Registration Fee by \$5.00 per year (Account for ~\$950.00 in initial funding)

Reallocate 4% of the current Kentucky Swimming Travel Fund

Goal is to have \$2,000-\$2,500/year available

# APPENDIX B - Travel Fund Reimbursement Policy and Committee (Board of Directors established)

- 1. The purpose of Kentucky Swimming Travel Fund Reimbursement is to support Kentucky Swimming registered athletes and officials participating in the following meets: Senior & Para Nationals, Junior Nationals, Futures, US Open Championships, Pro Series (for officials only), Olympic Trials, Para Olympic Trials and selected trials meets.
- 2. The Kentucky Swimming Board of Directors shall budget an amount annually for Travel Fund Reimbursement and shall determine the amount to be allocated for each meet and the maximum amount each athlete or official is eligible to receive.
- 3. The Travel Fund Reimbursement Committee, a division of the Senior Vice-Chair Committee, will be chaired by the Senior Vice-Chair and will consist of the Finance Chair, Athletes Representative Officials Chair and Coaches Representative.
- 4. The Travel Fund Reimbursement Committee shall review and recommend disbursement of travel funds to qualifying athletes and officials based on current travel fund policy requirements by role (athlete or official) that are also subject to approval of the Kentucky Swimming Board of Directors.

- 5. The Kentucky Swimming office is responsible for receiving travel fund reimbursement applications, determining eligibility based on current policy requirements, and making payment to approved appropriate parties.
- 6. All athlete disbursements will be paid to the swimmers' home Kentucky Swimming club.
- 7. All officials disbursements will be paid directly to the qualifying official.

NEW TRAVEL FUND RE	IMBURSEMENT	POLICY	EXISTING TRAVEL FUND REIMBURSEMENT POLICY			
MEET	\$ AMOUNT	MAX SHARE	MEET	\$ AMOUNT	MAX SHARE	
ATHLETES						
*Winter & PARA Nationals	2,700.00	500.00	Winter Nationals	2,100.00	350.00	
\$15,000 x 18%			\$12,000 x 17.5%			
Winter Juniors	2,550.00	400.00	Winter Junior	1,800.00	250.00	
\$15,000 x 17%			\$12,000 x 15%			
Summer Juniors	2,550.00	400.00	Summer Juniors	1,800.00	250.00	
\$15,000 x 17%			\$12,000 x 15%			
Summer Nationals	2,700.00	500.00	Summer Nationals	2,100.00	350.00	
\$15,000 x 18%			\$12,000 x 17.5%			
Futures	2,550.00	400.00	Futures	1,800.00	250.00	
\$15,000 x 17%			\$12,000 x 15%			
OFFICIALS						
Payout is subsidized from Offici	als registration f	ees				
Nationals		400.00				
Juniors		200.00				
Futures		100.00				
Pro Series		300.00				
U.S. Open		400.00				
Olympic Trials		400.00				
ANNUAL CARRYOVER			ANNUAL CARRYOVER			
Olympic Trials			Olympic Trials			
\$15,000 x 5%	750.00		\$12,000 x 5%	600.00		
Officials Travel						
\$15,000 x 4%	600.00					
AG & OW Zones						
\$15,000 x 4%	600.00					
TOTAL	\$15,000		TOTAL	\$10,200.00		

<sup>\*</sup>Winter Nationals and Juniors Nationals will be combined if there are no reimbursement requests for Nationals.

### Kentucky Swimming – Swimville USA Sponsor Agreement

This agreement entered into this September 16, 2024, by and between Kentucky Swimming, Inc. hereafter KYLSC and Swimville USA hereafter Swimville.

Whereas Swimville desires to become a corporate sponsor of KYLSC for a two-year period beginning September 1, 2024, and will continue through August 31, 2026, subject to the terms, conditions and obligations as set out herein.

Now, therefore, in exchange for their mutual promises contained herein, Swimville and KYLSC agree as follows:

# 1. Obligations of Swimville:

a. Swimville agrees to pay to KYSLC the sum of \$6,000.00 per year in two payments:
 Payment 1. \$3,000 due December 1 of each year
 Payment 2. \$3,000 due July 1 of each year and continuing during the term of this agreement. The parties agree that unless this agreement is terminated as set out herein, this agreement shall be in full force and effect until and terminate on August 31, 2026.

#### b. MidStates AllStar

- Swimville agrees to make available for purchase Speedo Lycra and championship swimsuits to outfit the KYLSC MidState AllStar team at a 40% discount of the normal store price, as marked. Swimville will provide logos for these suits at no charge to the swimmers.
- Swimville agrees to make available for purchase Speedo warm-ups and bags (or backpacks) with a discount of at least 25% off of the normal store price, as marked. Non-Speedo items such as tshirts, sweatshirts, swim caps, and any other swimming apparel will also be at 25% off the normal price, as marked.
- Swimville will contribute \$400 sponsoring a team event during the MidStates AllStar meet in Indianapolis each year of this agreement. Contribution due January 1 of each year.
- If Kentucky Swimming does not compete at the MidStates AllStar Championship and has not ordered and paid for apparel, Swimville will deduct \$1,500 from the winter donation.

# c. Zones - Age Group and Open Water

- Swimville agrees to make available for purchase Speedo Lycra and championship swimsuits to outfit the KYLSC Age-Group and Open Water Zone team at a 40% discount of the normal store price, as marked. Swimville will provide logos for these suits at no charge to the swimmers.
- Swimville agrees to make available for purchase Speedo warm-ups and bags (or backpacks) with a discount of at least 25% off of the normal store price, as marked. Non-Speedo items such as T-shirts, sweatshirts, swim caps, and any other swimming apparel will also be at 25% off the normal price, as marked.
- If Kentucky Swimming does not compete at the Zones Age Group Championship and has not ordered and paid for apparel, Swimville will deduct \$1,500 from the summer donation.

#### d. KYLSC House of Delegates Meeting

 Swimville will contribute \$400 sponsoring a luncheon, event, award or door prize for the athletes and delegates at the annual House of Delegates meeting. Contribution due September 1 of each year.

#### e. USAS Workshop & General Session

Swimville agrees contribute \$400 in sponsoring (1) athlete attending the USAS convention.

#### f. KYLSC Championship Meets

- Swimville agrees to be the swim shop and t-shirt vendor at all Kentucky Swimming Championship meets during the term of this agreement.
- Swimville agrees to pay 10% of gross sales from Kentucky Swimming championship meets. If charged commission by the host club, that will be subtracted from the total.
- Swimville agrees to assume and pay any commissions or fees charged by a host facility of any Kentucky State Championship meet.

#### 2. Obligations of KYLSC:

- a. KYLSC agrees to display Swimville as a corporate sponsor on KYSLC's website.
- b. KYLSC agrees to provide a link on the KYSLC website to Swimville's website.
- c. KYLSC agrees to announce through email and social media to all club contacts and subscribers of KYLSC's mailing list, including Coaches, Officials and Swimmers announcing Swimville's sponsorship of KYLSC.
- d. KYLSC agrees that Swimville shall have the exclusive right to outfit the MidState AllStar, Zone and all other select teams.
- e. KYLSC agrees to allow Swimville to be the exclusive swim shop and t-shirt vendor at all KYLSC state championship meets. In the event the facility in which KYLSC is hosting a championship meet prohibits KYLSC from performing this obligation, the parties agree that this provision of the agreement shall be null and void for any such championship meet.
- f. KYLSC agrees to designate Swimville as a corporate sponsor of all KYLSC championship meets and will display said sponsorship on all heat sheets, programs, banners or any announcements of said meet.
- 3. The parties agree that Swimville's sponsorship of KYLSC during the term of this agreement shall be nonexclusive except as set out herein.
- 4. The parties acknowledge that time is of the essence for the performance of obligations under this agreement. Either party may terminate this agreement by giving 30 days written notice to the other party for the failure to fulfil their obligations under this agreement.
- 5. The parties agree that either party may terminate this agreement for any reason by giving written notice to terminate to the other party 30 days prior to September 1 of any year during the term of this agreement.
- 6. The agreement is the entire agreement between the parties and shall be binding on the parties and their successors and assigns. Further, the terms of this Agreement are precluded from any modification without the written consent of both parties.