

CONTENTS

Section A – By-Laws of Daytona Beach Swimming, Inc.	Page 2
Article 1 – Name	Page 2
Article 2 – Objectives	Page 2
Article 3 – Membership	Page 2
Article 4 – Management	Page 4
Article 5 – Officers of the Board of Directors	Page 4
Article 6 – Meetings	Page 6
Article 7 – Elections	Page 6
Article 8 – Financial and Fiscal Matters	Page 8
Article 9 – Indemnification of Officers	Page 8
Article 10 – Contracts, Checks, Notes etc.	Page 8
Article 11 – Non-Profit Organization	Page 8
Article 12 – Authority	Page 9
Article 13 – Amendments	Page
9	
Appendix A – Terms and Conditions for Participating	Page 10
Appendix B - Swimmer Code of Conduct	Page 11
Appendix C – Swim Meet Contract	Page 13

Section A - BY-LAWS OF DAYTONA BEACH SWIMMING, INC.

Note: It is intended that Daytona Beach Swimming, Inc. have and continue to have the status of an organization which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code and to which contributions, bequests, and gifts are deductible for federal income, estate and gift tax purposes under Sections 26 U.S.C. 170(c)(2), 26 U.S.C. 2055(a)(2) and 26 U.S.C. 2522(a)(2) thereof, respectively. These By-laws shall be construed and all powers and activities of Daytona Beach Swimming, Inc. shall be limited accordingly. Notwithstanding any provisions of these By-laws, Daytona Beach Swimming, Inc. shall not carry on any activities not permitted to be carried on by an organization having such status. The Articles of Incorporation of Daytona Beach Swimming, Inc. shall also affect the purposes of this clause.

ARTICLE I NAME

The name of this corporation will be **Daytona Beach Swimming, Inc.** The corporation's principal address shall be P.O. Box 291968, Port Orange, FL 32129-1968

ARTICLE II OBJECTIVES

The objectives shall be to promote and develop swimming for the benefit of swimmers of all ages and abilities, in accordance with the standards and under the rules prescribed by the Federation Internationale de Natation Amateur (FINA), United States Swimming, Inc.(USA SWIMMING), and Florida Swimming, Inc.(FS).

PURPOSE

The primary purpose for which this corporation is organized shall be the education, i.e. instruction and training, of all individuals for the purpose of developing and improving their capabilities in the sport of swimming. The Corporation shall promote swimming for the benefit of swimmers of all ages and abilities, in accordance with the standards and under the rules prescribed by the Federation International de Natation Amateur (FINA), United States Swimming, Inc. (USS), and Florida Swimming, Inc. (FS). It is the intention of the Corporation that all such activities shall be within the meaning of, and in all respects comply with, the Internal Revenue Code Section 501(c)(3).

ARTICLE III MEMBERSHIP

Section 1: *General*

Membership in this team shall be open to all persons interested in participating in USA SWIMMING competitive swimming.

Section 2:

Classes and Qualifications

The classes and qualifications of membership shall be:

1. Competitor Membership: Competitor members shall be those swimmers who are members of DBS, Inc. teams.
2. Parent Membership: Parent membership shall be granted to the parents, legal guardians, or other persons having custody of a Competitor member.
3. Honorary Membership: Honorary membership for distinguished service may be granted by a majority vote of DBS, Inc. Board of Directors to an individual who has no swimmer on the swim team.

Section 3:

Duties of Competitor and Parent Members

1. Duties of Competitor Members: Competitor members shall strive at all times to improve in their chosen sport, compete in a sportsmanlike manner and do their utmost to represent the team to the best of their abilities. Competitor members shall, at all times, conduct themselves in a manner to reflect credit upon the team.
2. Duties of the Parent Members: Parent members shall support at all times this team in its many activities including fund raising. They shall support the coach in their program of training. Parent members must maintain their team member's financial obligations on a current, paid-up basis in order to be a member in good standing.

Section 4:

Suspension, Expulsion and Resignation

- a. A member may be suspended by a majority vote of the Board of Directors. A seven (7) day written notice shall be given to the suspended member, affording them the opportunity of being heard before the Board of Directors. A member may be suspended for:
 1. Interference with the team, coaches, or operation of the program.
 2. Exploiting any member of the team or using the team for personal gain.
 3. Failure to pay fees or other financial obligations without showing reasonable cause.
 4. Criminal activity related to the team.
 5. In appropriate conduct involving another team.
- b. A Competitor member may be suspended by the coaching staff for a period not to exceed seven (7) days. A suspension for a longer period of time must be approved by a majority vote of the Board of Directors. Failure to pay fees after being notified may result in suspension from the team until fees are paid.

- c. A suspended member may be expelled by a majority vote of the Board of Directors.
- d. Resignation of a Member will require 30 days written notice to the Board of Directors.

**ARTICLE IV
MANAGEMENT**

**Section 1:
*Board of Directors***

- a. The management of DBS, Inc. shall be vested in the Board of Directors consisting of eleven (11) elected members and the Head Coach. All members of the Board of Directors (except the Head Coach) must be parent members in good standing of DBS, Inc. and be affiliated with the team for one year before taking office. Husband and wife may not serve concurrently. Each member shall have one vote.
- b. The Ex-Officio member of the Board of Directors without a vote shall be the immediate past Chairman.

**Section 2:
*Resignation***

The resignation of a member of the Board of Directors shall be made in writing to the Board of Directors and shall become effective upon receipt.

**Section 3:
*Removal of an Officer of the Board of Directors***

Removal of an Officer of the Board of Directors for any reason will require a two-thirds (2/3) majority vote of the Board of Directors.

**Section 4:
*Responsibilities of the Board of Directors***

The responsibilities of the Board of Directors shall be:

- 1. Overall management of the swim team.
- 2. Receive and respond to *written* criticisms and suggestions from the parent membership about the overall swim program and take action by a majority vote on such items as the Board of Directors deems necessary.
- 3. Review and recommend hiring or dismissal of the team's coaches based on the findings of the Head Coach. Review and recommended hiring or dismissal of the Head Coach.

**ARTICLE V
OFFICERS OF THE BOARD OF DIRECTORS**

**Section 1:
*Chairman***

The Chairman will preside with an agenda at all monthly and special meetings of the Board of Directors. Minor (\$300 or less) financial decisions may be made by the Chairman with the approval of 3 other members of the Board of Directors without a formal meeting. The Chairman will act as or appoint a Meet Manager for all team sponsored swim meets.

**Section 2:
Vice-Chairman**

There will be two Vice-Chairman positions: Internal Vice-Chairman and External Vice-Chairman. The Internal Vice-Chairman shall assume the duties of presiding over board meetings in the absence of the Chairman. The Internal Vice-Chairman will assist in the management of day-to-day operations and assist in long-range planning goals. The External Vice-Chairman will manage the marketing side of the team, promoting the team within the community and helping to maintain a positive image. The External Vice-Chairman will also assist in the long-range planning goals. If the Chairman should resign from the Board, a special vote will be needed by the Board to replace the Chairman position with one of the current Vice-Chairman positions.

**Section 3:
Secretary**

The Secretary shall keep the minutes of all monthly and special meetings. They will post the minutes within one week after meetings and designate a substitute in their absence.

**Section 4:
Treasurer**

The Treasurer shall have the custody of all raised funds and will pay bills as approved in the annual budget or by a majority vote of the Board of Directors. All funds received by the Treasurer will be deposited in the account of DAYTONA BEACH SWIMMING, INC. in a local bank. All checks must have two signatures to be valid. The signature cards must reflect the signatures of the Treasurer and the Chairman. Additional signatures can be added to the bank signature card as deemed necessary by the Board of Directors. The Treasurer shall render at monthly meetings a report consisting of beginning and ending balance, monies collected, and disbursements of all accounts (money market and checking).

**Section 5:
Pool Coordinators**

The Coordinators, from their respective pools, shall serve as the information and communication lines between Membership and the Board of Directors. They will keep the Board of Directors aware of any communication from the Membership to the Board or from the Board to the Membership to maintain our *ONE TEAM CONCEPT*. The Coordinators are responsible at their pools for the tracking attendance at practices in order to assist the team in the proper billing of members.

**Section 6:
Head Coach**

The Head Coach is responsible for the day to day management of the team including coaching staff decisions. They must consider the recommendations of the Board of Directors. The Head Coach will attend all Board meetings or designate an assistant coach on occasion of absence to attend. The Head Coach shall bring before the board any issue they deem

necessary in the running of this team, financial or otherwise. The Head Coach and the Board will determine the amount of pay for each coach on DBS, Inc. staff. The Head Coach is required to submit for approval a budget for purchases in excess of \$100.00 per month. They will enforce suspensions from training and competition for any swimmers who are not in good standing. The Head Coach shall represent DBS, Inc. at meetings of Florida Swimming, Inc., the American Swim Coaches Association, Inc., and the National United States Swimming Convention. The Head Coach shall also represent the team at such other meetings as approved by the Board of Directors.

Section 7:

Masters Program Coordinator

The Masters Program Coordinator is responsible for the communication between the pools that offer Masters swimming programs and the Board. They will keep the Board of Directors aware of any communication from the Masters Swimmers to the Board or from the Board to the Membership to maintain our *ONE TEAM CONCEPT*. The Coordinators are responsible for helping the Masters Program grow.

Section 8:

Officials Coordinator

The Officials Coordinator is responsible for making sure that the team has an up to date roster of parent volunteers as Officials at our home swim meets. The team should be adequately staffed to host our own meet with using our own team officials. The Officials Coordinator is also responsible for making sure that all team officials are properly registered with USA Swimming on an annual basis and that all officials are current with any education requirements. The Officials Coordinator is also responsible for ensuring the required number of officials for each home meet.

Section 9:

Voting Board Members

Voting Members of the Board of Directors shall be as follows:

Chairman, Internal Vice-Chairman, External Vice-Chairman, Secretary, Treasurer, Head Coach, Port Orange Pool Coordinator, Ormond Pool Coordinator, Palm Coast Pool Coordinator, DeLand Pool Coordinator, Deltona Pool Coordinator, Masters Coordinator and Officials Coordinator.

ARTICLE VI MEETINGS

Section 1:

A monthly general meeting of the Board of Directors will be held with the time and place of the meeting set by the Chairman. Normally it will be 6:30PM on the first Tuesday of each month at a centrally located meeting place. *All parents are invited to attend to insure their Pool Coordinators represent their concerns. Meeting dates and times will be posted on the team web site.*

Section 2:

Special meetings of the Board of Directors may be called by the Chairman when necessary or at the request of a majority of the Board of Directors. A minimum of 24 hours notice must be provided to the Board members.

Section 3:

Seven members of the Board of Directors shall constitute a quorum at any meeting and will be necessary to transact the business of the Board of Directors. All transactions will be decided by a majority vote of the members present at the meeting; in the case of a tie the vote fails. Meetings shall be conducted in accordance with the most recent Robert's Rules of Order.

**ARTICLE VII
ELECTIONS**

Section 1:

Officers are elected by a drop vote ballot box system that is placed at the entrance area at the annual banquet. Ballots will be sent via mail to each member household prior to the banquet along with the banquet invitation. There will be one vote per member household. The ballot box will be secured and removed prior to the start of the banquet. The votes will be counted and verified by the nominating committee and results posted at each pool a week after the banquet.

Section 2:

Officers are elected for a term of two years. There are no term limits. Terms will be staggered for 5-6 positions every two years.

Section 3:

A nominating committee of five (5) members including the committee chairman will be appointed by a majority vote of the Board of Directors and named at a regular meeting two months prior to the election. The chairman of the nominating committee will report by posted list at each pool the name of at least one candidate for each office. Anyone who wishes to fill a chair on the Board of Directors will sign up in the spaces provided on the list. The list will be removed from the bulletin board and a ballot will be made, if necessary, of all nominees and included in a ballot form to be mailed along with the banquet invitation. The ballot will be distributed one per family with instructions to place it in the drop box provided at the Annual Banquet. For families who are not able to attend, the ballot can be mailed to the team mail box and will be placed in the ballot box. Proxy votes will not be permitted.

Section 4:

A vacancy occurring in an office may be filled for the balance of the term by a majority vote of the Board of Directors.

Section 5:

Anyone holding or seeking an office or committee chairmanship must have been affiliated with the team for at least one year. They must be a Parent Member. They must have a paid swimmer each month the office is held unless this requirement is waived by the majority of the Board of Directors.

**ARTICLE VIII
FINANCIAL AND FISCAL MATTERS**

**Section 1:
*General***

The fiscal year of DBS, Inc. shall be from September 1st to August 31st of each succeeding year. Team member's financial obligations shall be payable in an amount and manner established by the Board of Directors. Failure to pay fees will result in suspension from training and competition.

**Section 2:
*Adjustments***

Any change in financial obligations deemed necessary, including refunds, may be made by a majority vote of the Board of Directors.

**Section 3:
*Proceeds***

All proceeds from operation of competitive swim meets, and other team activities shall be placed in the DBS, Inc. Operating Account. This excludes proceeds for Board of Directors approved and designated projects. Donations shall be placed in the Operating Account with the exception of \$2,000 which will be placed in a separate account each year for the Tom Kingston Memorial Scholarship Fund.

**ARTICLE IX
INDEMNIFICATION OF DIRECTORS**

DBS, Inc. shall indemnify any person made a party to any action, suit, or proceeding by reason of the fact that such person, or his successor or assign, is or was a Board member of DBS, Inc. against the reasonable expenses, including attorney fees, actually and reasonably incurred by such person in connection with the defense of such action, suit or proceeding. DBS, Inc. may also reimburse to any such Board member the reasonable costs of settlement of any such action, suit or proceeding if it shall be found by a majority of the Regular members that it was to be in the interests of DBS, Inc. that such settlement be made. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Board member may be entitled apart from the provision of these By-Laws.

**ARTICLE X
CONTRACTS, CHECKS, NOTES, ETC.**

All contracts, checks, notes, etc., authorized by the Board of Directors shall, unless otherwise directed by the Board of Directors, be signed by the Chairman and the Treasurer, or such other person as may be from time to time so authorized by the Board of Directors.

**ARTICLE XI
NON-PROFIT ORGANIZATION**

Section 1:

DBS, Inc. shall, at all times, be operated on a non-profit basis for the mutual benefit of its members. No dividends or other interests in the assets of DBS, Inc. shall be paid by DBS, Inc. to its members. No part of the earnings of DBS, Inc. shall inure to the benefit of, or be distributed to, its members, Officers of the Board of Directors, or any other private persons or corporations, except that DBS, Inc. shall be authorized and empowered to pay reasonable compensation for services rendered (i.e.: Treasurer), and expenses incurred, and to make payments and distributions in full furtherance of the purposes set forth herein.

Section 2:

No substantial part of the activities of DBS, Inc. shall be the carrying on of propaganda or otherwise attempting to influence legislation, and DBS, Inc. shall not participate in any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of the Articles of Incorporation or of these by-laws, DBS, Inc. shall refrain from engaging in any activities not permitted of any tax-exempt organization under Section 501 of the Internal Revenue Code.

**ARTICLE XII
AUTHORITY**

Roberts Rules of Order, Newly Revised, shall be the Parliamentary Authority for all procedures not specifically covered by these By-laws or other specific rules of procedure adopted by this Board of Directors.

**ARTICLE XIII
AMENDMENTS**

These By-laws may be altered or amended in whole or in part and additional policies may be adopted at any regular meeting or at any special meeting called for the express purpose of taking such action. Written notice and a copy of the specific proposal to be voted upon will be mailed to each member of the Board of Directors at least seven (7) days prior to such meeting.

Appendix A - Terms and Conditions for Participation

Daytona Beach Swimming (A not-for-profit Corporation)

1. The yearly United States Swimming (USA SWIMMING) registration fee is not refundable and must be paid prior to the swimmer entering the water. New swimmers to Daytona Beach Swimming may participate for a maximum of two days prior to payment of the registration fees.
2. When a swimmer is moved from one group to another, they must pay the program fee for the highest group in which they participate.
3. Monthly program fees are to be paid by the fifteenth (15TH) day of the month. Nonpayment of monthly fees past the last day of the month will necessitate late payment charges and/or non-participation for the swimmer(s) until payment is made.
4. Meet entry fees and pool rental fees are in addition to the monthly program fees. Nonpayment of any fees prohibits meet participation for the swimmer(s) until payment is made.
5. Should a swimmer decide to discontinue or suspend (i.e. participation in High School Swimming) participation in the program with Daytona Beach Swimming, the monthly program fees for the month of which they swim any portion thereof and any outstanding entry fees and pool rental fees are considered an obligation to Daytona Beach Swimming, and are payable upon termination of participation.
6. Each family is required to sign and return the swim meet contract that is attached. Failure to comply with the items specified will result in a fifty dollar (\$50.00) per session assessment to that family.
7. Each parent and swimmer is responsible for reading and understanding the contents of the "Daytona Beach Swimming Handbook".
8. Each swimmer will be asked to sign a swimmer "Code of Conduct". Failure to comply with this code may result in the swimmer being asked to leave the team.
9. Any checks returned to Daytona Beach Swimming for Non-Sufficient Funds will be subject to a \$15.00 additional handling charge. I understand and agree to the above terms and conditions of Daytona Beach Swimming in exchange for the privilege of my child(ren), registered with this form, to participate in the activities and swimming program of Daytona Beach Swimming.

(Signature of Parent or
Guardian)_____

(Date) _____

Appendix B - Swimmer Code of Conduct

The Code of Conduct of Daytona Beach Swimming

The following code is in effect throughout the year. Some of the items refer specifically to team travel. Additionally, anyone who, in the opinion of the coach or coaches, acts in a manner that would interfere with the travel objectives listed below, will be subject to immediate return home (at the expense of the parent and/or swimmer) and other punishments including barring from future travel meets or other competition or dismissal from the team.

Daytona Beach Swimming will seek out of town swimming competition for the following reasons:

- A) different individual competitions;
- B) a higher quality of competition;
- C) experience in trial/finals competition;
- D) conditions conducive to exceptional performances.

1. DBS may travel as a team to these meets and everyone is expected to behave in an exemplary manner. The reputation of DBS, as well as the other athletes with you, is dependant on your behavior.

2. The coaching staff holds the final word on any rules, regulations, or disciplinary action.

3. The consumption or purchase of alcohol, smoking or chewing tobacco, or use of any other illegal drug or substance of any kind will not be allowed. In addition, any team member found or suspected to be in the presence of others (regardless of team affiliation) partaking in any of the above activities will be subject to the same punishments and probable expulsion from DBS. Any swimmer suspected of such activity will appear before a review committee composed of the Daytona Beach Swimming Board of Directors.

4. At no time will male and female athletes be in the same room together with the door closed. This applies to DBS members or members of any other team.

5. No team meetings may be missed. Be punctual to all meetings and warm-up times.

6. No team member may be out of their room after the assigned bed time. Permission must be obtained from the coach to leave the room past this time.

7. Any damages or thievery incurred at a motel will be at the expense of the swimmers assigned to that room, and further disciplinary action will be taken. No loud or boisterous behavior will be tolerated in the hallways or public areas, and such behavior should be kept to a minimum in your rooms.

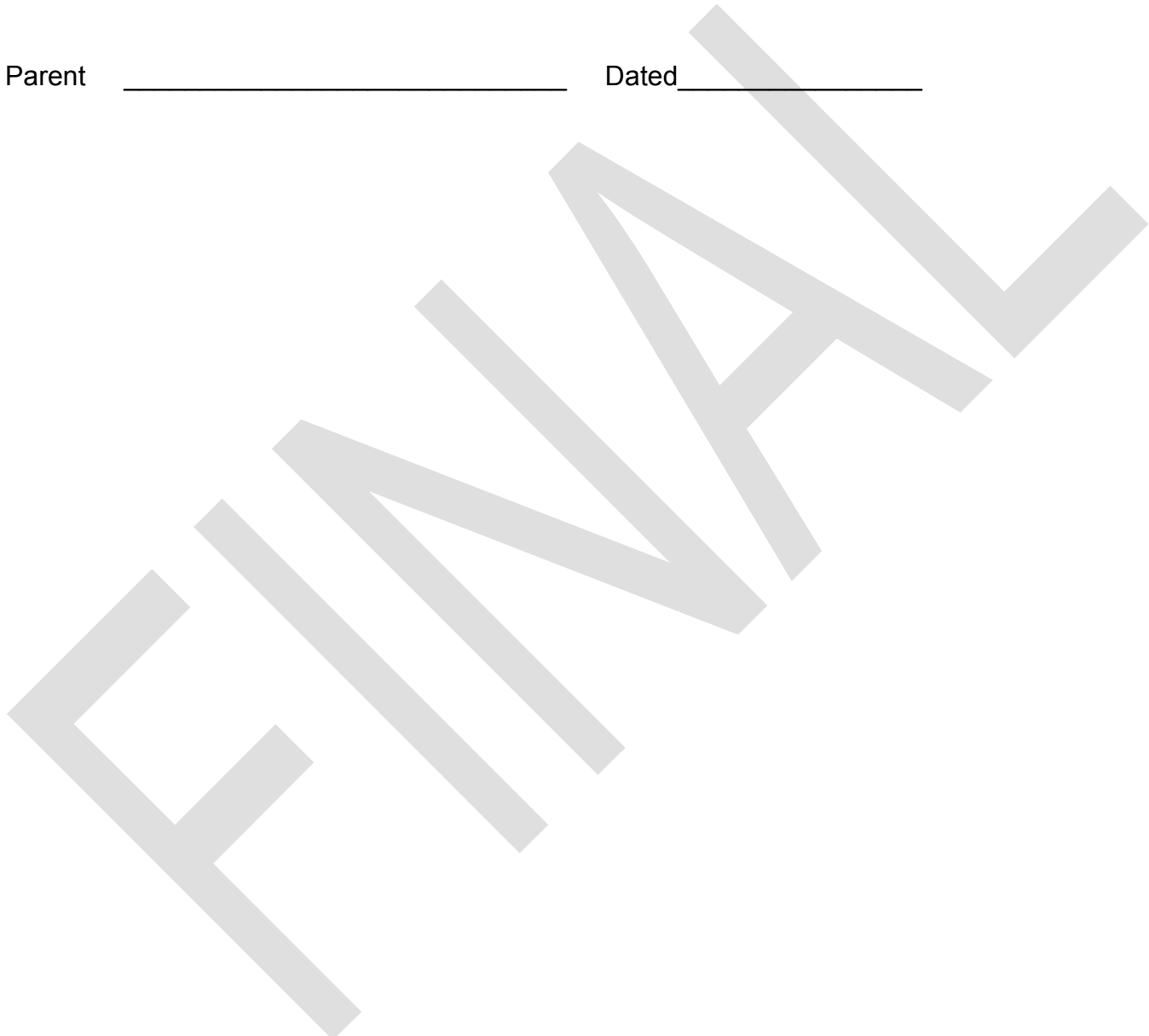
8. All team members will be polite in restaurants. Leave a 15% tip. If there has been a problem with the service, see the coach.

9. Agree to follow the rules about practice and meet behavior in the team handbook.

I recognize my responsibility to abide by the rules and requirements of Daytona Beach Swimming Team. I acknowledge that I have received and read such.

Swimmer _____ Dated _____

Parent _____ Dated _____



Appendix C - Swim Meet Contract

The Swim Meet Contract of Daytona Beach Swimming

As one of the families that will enjoy the benefits of belonging to Daytona Beach Swimming, the following facts concerning the financial significance of well-run swim meets are worthy of your recognition:

- I. Daytona Beach Swimming funds its activities and payroll from two main sources. The first source is the monthly team coaching and pool rental fees you have agreed to pay. The second source is the hosting of three to four large swim meets each year.
- II. It takes a minimum of 50 people to run EACH SESSION of every meet we host. The presence and participation of EACH ONE of these people is ALL THAT ASSURES CONTINUANCE OF SUCCESSFUL RESULTS.
- III. The team membership has indicated a strong preference to the board for hosting swim meets versus alternative fund raising methods.
- IV. Daytona Beach has the reputation of hosting the best meets in the state of Florida as well as some of the best meets in the whole country.

The following conditions are part of your agreement to be a member of Daytona Beach Swimming:

1. The Board of Directors will communicate with the membership the required number of sessions each family is to work for each meet.
2. EACH FAMILY WILL PROVIDE WORKERS TO SATISFY THE MEET SESSION REQUIREMENTS AS SET FORTH BY THE BOARD OR AGREE TO PAY \$50.00 FOR LACK OF PARTICIPATION.
3. At each meet there will be a registration table for you to "sign in" when you arrive at the pool. It is your responsibility to make sure that you have signed in properly.

Signature of Parent or Guardian _____

Date _____