

BYLAWS OF
SWING 'N' COUNTRY DANCE CLUB
Approved by e-mail vote ending June 29, 2009
Article IV revised by e-mail vote February 5, 2010

ARTICLE I: NAME

The name of this organization, established as a not for profit corporation under the laws of the State of Illinois, is Swing 'n' Country Dance Club (The Club).

ARTICLE II: PURPOSE

The Club shall be organized for the purpose of promoting couple style country and swing dancing in a positive atmosphere and providing opportunities for growth through instructional programs and community involvement.

ARTICLE III: MEMBERSHIP

Section 1. Classification and Qualifications

The membership of The Club is open to all persons who have an interest in couple style country and swing dancing.

- A. Regular Members. Any person eighteen (18) years old or older and whose dues are received in a timely manner may apply for membership.
- B. Youth/Student Members. Any person who is either 1) under the age of eighteen (18) with parental consent or 2) a full-time student with valid ID and whose dues are received in a timely manner may apply for membership.
- C. Life Members. Any person who has rendered outstanding service to The Club may be eligible. Written nomination shall be submitted to the Board of Directors. Life membership shall be awarded to the nominee upon approval of the Board of Directors. Life members shall have all the rights and privileges of regular members and shall receive free entry to all the dances and free membership.

Section 2. Application for Membership

All candidates for membership are required to complete an application form and to submit that application along with the appropriate fee. Upon receipt of a properly completed application and fee, the applicant's name will be added to the membership list.

Section 3. Dues

The annual dues of The Club shall be established by the Board of Directors. Dues for all members shall be collected annually on the same date as established by the Board of

Directors. If the member's dues are delinquent more than three (3) months, the members will be deleted from the active member list.

Dues are non-refundable.

Section 4. Members in Good Standing

A member shall be considered to be in good standing only if all dues, fees and obligations owed by that member are paid in full.

Section 5. Voting Rights

Each member in good standing shall be entitled to one (1) vote on each matter submitted to a vote of the members.

Section 6. Termination of Membership

The Board of Directors may, in appropriate cases, suspend or expel any member because of conduct deemed unacceptable.

In cases where termination of membership is being considered, the Board of Directors shall send to such member, by registered mail, a statement presenting the reasons that termination is being considered. The member shall have twenty (20) days after receipt thereof to present a response by mail to the secretary of The Club.

The Board of Directors shall thereafter hold a hearing at which time such member shall be given reasonable opportunity to present evidence in his/her defense.

A vote for suspension shall require a two-thirds (2/3) vote of the entire Board of Directors.

Section 7. Resignation of Membership

Any member may resign from The Club and have his/her name removed from the membership list at anytime by submitting his/her request in writing. No refund of dues shall be issued.

Section 8. Transfer of Membership

Membership in Swing 'n' Country Dance Club is not transferrable or assignable.

Section 9. Annual Meeting of the Members

- A. The annual election of the membership shall be held during the first quarter of the year at such time and place as is called by the Board of Directors. Written notice of any meeting of the membership stating the place, date and time shall be mailed to all active members and posted on the website not less than five (5) days or more than sixty (60) days before the meeting. Special meetings of the membership may be called by the president, the Board of Directors or by petition of the membership signed by 60% of the active members.
- B. Written notice of any meeting of the membership stating the place, date and time shall be mailed to all active members and posted on the website not less

than five (5) days or more than sixty (60) days before the meeting. In the case of a vote to remove a Director, a merger, consolidation, dissolution or sale, lease or exchange of assets, notice shall be mailed and posted on the website not less than twenty (20) days or more than sixty (60) days before such action is to be taken.

Thirty (30) percent of the active membership shall constitute a quorum at all meetings. Only those members in good standing are entitled to vote. Any action required to be taken at a regular meeting of the membership or special meeting, may be taken without a meeting if a consent in writing, setting forth the action to be taken, is presented and signed by the minimum number of members required to pass such action.

ARTICLE IV: BOARD OF DIRECTORS

Section 1. Election, Term of Office and Vacancies

The affairs of The Club shall be managed by the Board of Directors.

- A. The Board of Directors shall be composed of a minimum of seven (7) and a maximum of eleven (11) members, four (4) of whom shall be the officers of The Club and the remainder shall serve as members-at-large. (revised 02/05/2010)
- B. The members-at-large shall be members in good standing. They shall be elected for a two (2) year term on a rotating basis, providing for between one(1) and three (3) members-at-large to be elected in March of each year. (revised 02/05/2010)
- C. Any vacancy occurring in the Board of Directors for any reason may be filled by the Board of Directors. Any person so appointed shall serve until the next annual election.
- D. Any member of the Board of Directors may be removed for just cause by the existing membership whenever in its judgment the best interest of The Club would be served. Removal of a member of the Board of Directors shall require a two-thirds (2/3) vote of The Club membership at a special meeting called for that purpose in conformity with the Bylaws of The Club.
- E. Members of the Board of Directors shall not receive any stated salaries for their services. Members of the Board of Directors shall receive free entry into Club dances and free yearly membership during the time served on the Board of Directors.

Section 2. Meetings and Quorum

- A. The Board of Directors shall meet at least once a month and at such other times as are determined to be necessary by the Board of Directors. Special meetings of the Board of Directors may be called by the president or at the request of three (3) members of the Board of Directors. The reason for the special meeting shall be

specified. The president shall reserve the time and place for all meetings, regular or special.

- B. At all meetings of the Board of Directors, a quorum is required for the transaction of business. The quorum is established as 70% of the Board of Directors. If a quorum is not available for a regularly scheduled monthly meeting, the president may cancel and reschedule said meeting.
- C. Except as otherwise specified by the Bylaws of The Club, disposition of all matters coming before the Board of Directors shall be determined by a majority of the votes cast when a quorum is present.
- D. Any action required to be taken at a meeting of the Board of Directors may be taken without a meeting via mail or e-mail, provided that the action is conducted and voted upon according to the Bylaws of The Club.
- E. Any member of the Board of Directors may participate in any meeting through the use of e-mail or conference telephone call or similar communication by means of which all persons participating in the meeting can communicate with one another. Such participation in a meeting shall constitute the presence of that member at the meeting and shall count toward the quorum.
- F. A transition meeting of the outgoing members and the incoming members of the Board of Directors shall be held in April following the general election or as soon as reasonably possible after the election.
- G. The monthly meetings of the Board of Directors of The Club are open to all members. Dates of the monthly meetings shall be made available to the membership.

ARTICLE V: OFFICERS

Section 1. Election, Terms of Office and Vacancies

- A. The officers of The Club shall be the president, vice-president, secretary and treasurer.
- B. The election of officers shall take place annually by The Club's members in good standing. The term of office of the secretary shall be one (1) year. The term of office of the treasurer shall be two (2) years. The office of vice-president is a two (2) year term with the vice-president becoming president in his/her second year.
- C. A candidate for vice-president shall have served on the Board of Directors for at least one (1) year.
- D. If the office of president shall become vacant for any reason, the vice-president shall assume the office of president. Any other vacancy except the vice-president may be filled by an appointment of the Board of Directors and any officer so appointed shall serve until the next annual election.
- E. If the office of vice-president shall become vacant for any reason, a special election shall be called.

- F. If both the office of president and vice-president become vacant at the same time, a special election shall be called for both offices. A candidate for president shall have served on the Board of Directors for at least one (1) year.

Section 2. Duties

- A. The president shall be the principal executive officer of The Club. Subject to the direction and control of the Board of Directors, the president shall have the general supervision, direction and control of the business and affairs of The Club. The president shall set the date, place and time for the monthly meetings and notify the Board of Directors of such details in a timely fashion. The president shall run the meetings and shall appoint a parliamentarian at each meeting. The president shall be the official representative of The Club in its contacts with governmental, civic, business and other professional organizations. The president may attend to these matters personally or may designate a representative to do so. The president, under the direction of the Board of Directors, may execute for The Club any contract, deed, mortgages, bonds, securities or other such entities which the Board of Directors has authorized to be executed. The president shall appoint an Audit Committee to review the books and records of The Club on a biennial basis. Results of the audits shall be open and available to existing members upon request.
- B. The vice-president shall assist the president and shall perform such duties as assigned to him/her by the president and/or the Board of Directors. The vice-president is the operations director for the dances and monthly lessons. Duties as the operations director shall be determined by the Board of Directors. In the absence of the president or in the event that the president can not perform his/her duties, the vice-president shall perform the duties of the president. The vice-president shall automatically succeed the president upon the expiration of the president's term.
- C. The secretary shall keep a record of all proceedings of the Board of Directors in an electronic file for that purpose. The secretary shall perform all duties incident to the office of secretary and shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The secretary shall submit a copy of the minutes of the meetings to all members of the Board of Directors at least one (1) week prior to all regularly scheduled monthly meetings.
- D. The treasurer shall have charge of and be responsible for the maintenance of the books of account for The Club; shall be the custodian of the funds of The Club and shall be responsible for the deposit of monies received in the name of The Club; shall be responsible for the disbursement of monies only upon vouchers and receipts signed by a duly authorized person; shall keep accurate account of all financial transactions of The Club. The treasurer shall be responsible for preparing and filing annual financial reports with the Secretary of State of Illinois as required by law. The treasurer shall submit a summary of receipts and disbursements at the regularly scheduled monthly meetings of the Board of Directors. Annual

financial reports are open and available to existing members upon request. The treasurer is responsible for the filing of all income fiduciary and other tax returns.

ARTICLE VI: COMMITTEES

Section 1. Creation of Committees

The Board of Directors, by resolution adopted by a majority vote, may designate one (1) or more committees to assist in the operation of The Club.

Each committee shall consist of at least one (1) member of the Board of Directors and other such persons as the Board shall appoint. Each member of the committee shall continue as such until his/her successor is appointed, or he/she resigns from the position, or is dismissed from the committee or the committee is terminated.

Vacancies in the membership of any committee may be filled by appointment which shall be made in the same manner as provided in the case of the original appointments.

Section 2. Functions of the Committees

The duties of each committee shall be defined by the Board of Directors. Each committee shall neither have nor exercise the authority of the Board of Directors in the management of The Club but shall advise and make recommendations to the Board of Directors, unless authority is granted by the Board of Directors to act independently. Unless otherwise specified in the resolution creating a committee, each committee may select its own chair, fix the time and place of its meetings, define what notice of the meeting shall be given and fix its rules of procedure providing the rules shall not be inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE VII: ELECTIONS

Section 1. Election Committee, Nominating Procedure and Ballot Preparation

- A. The election committee shall be composed of the vice-president or other board member not up for re-election and two (2) existing members of The Club appointed by the vice-president. These members shall not be nominees on the ballot. The election committee shall be responsible for preparing a ballot, running the election, verifying and tallying the vote and announcing the results of the election. Uncontested offices shall be accepted by acclamation.
- B. The election committee shall submit the candidates to the Board of Directors by the first Friday of February at which time the nominations shall be closed.

- C. The election committee shall prepare a printed ballot which shall set forth the names of all candidates nominated as provided in these bylaws, listing the candidates alphabetically for each office designated.
- D. Each candidate shall have the opportunity to prepare a half (1/2) page statement or resume of pertinent background information including a current photo. Such statements/resumes will be included with the ballots when mailed and shall be posted on The Club website.

Section 2. Voting and Reporting Election Results

- A. The ballots shall be mailed to the existing members using the address on record as the mailing address for each member no later than the third Friday of February. Membership numbers will be placed on the bottom of the ballot as verification of active membership. Active members, who are permitted to vote, are those whose dues are current. A copy of the ballot shall be posted on The Club website.
- B. Elections shall be closed on the second dance in March of each year, election night. Mailed ballots must be postmarked by that date.
- C. Each member in good standing shall have one (1) vote and shall have the opportunity to submit his/her vote via mail, e-mail or in person to the election committee before or on the final election night. All ballots received shall be verified to the membership list and membership number.
- D. When the envelopes addressed to the election committee are received, they shall remain sealed and shall be retained in a secure place until all ballots are received and ready to be counted. Any ballot containing a membership number and postmarked on or before the election night shall be counted.
- E. The election committee shall begin the count of the votes on the fifth day after election day. Using the membership number on each ballot, the membership number of the person voting shall first be checked against the membership list and the ballot shall be placed in the ballot box. No form of ballot other than the ones herein provided shall be counted. When all ballots are verified, the election committee shall count and record all votes.
- F. In the case of a tie vote for any office, another election shall be held, only for those offices in which there is a tie. The election shall be held at the earliest possible date, to be set by the Board of Directors. The election shall conform to all rules set forth in the Bylaws.
- G. Upon completion of its duties, the election committee shall report the results of the count to the president. The election committee shall communicate the results first to the candidates and then to the Board of Directors via telephone call or e-mail. When the candidates and Board of Directors have been notified, the results shall be communicated to The Club membership by posting the results on The Club website, in the Happenings Newsletter and by announcement at the first Friday dance in April.

- H. The newly elected Board of Directors shall assume their respective offices during the installation ceremony on the first Friday dance in April. In the case of a tie, the winner of the run-off election shall assume office immediately upon his/her election.

ARTICLE VIII MISCELLANEOUS ADMINISTRATION PROVISIONS

Section 1. Contracts

The Board of Directors may authorize any officer(s) or agent(s) of The Club to enter into any contract or execute and deliver any instrument on behalf of the Club and such authority may be general or confined to specific instances.

Section 2. Funds

All funds of The Club shall be deposited to the credit of The Club in such banks, trust companies or other depositories as the Board of Directors may select. All checks, drafts or other orders for the payment of money, notes or other evidences of Indebtedness issued in the name of The Club, shall be signed by two officers or agents of The Club and in such manner as shall be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer and countersigned by the president of The Club.

Section 3. Fiscal Year

The fiscal year of the Club shall be the calendar year from January 1 through December 31.

Section 4. Waiver of Notice

Whenever any notice is required to be given under law, the articles of Incorporation or the by-laws of The Club, a waiver thereof in writing and signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 5. Dues

The Board of Directors shall determine the amount of any admissions fee and annual dues payable to The Club by its members.

Section 6. Indemnification and Insurance

The Club may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of The Club) by reason of the fact that he or she is or was a Director, Officer, employee or agent of The Club, or who is or was serving at the request of the Club as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts

paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of The Club, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her 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, or itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of The Club, or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

The Club may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of The Club to procure a judgment in its favor by reason of the fact that such person is or was a Director, Officer, employee or agent of The Club, or is or was serving at the request of the Club as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of The Club, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to The Club, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a Director, Officer, employee or agent of The Club has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in paragraphs (a) and (b) of this Section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Any indemnification under paragraphs (a) and (b) of this Section (unless ordered by a court) shall be made by The Club only as authorized in the specific case, upon determination that indemnification of the Director, Officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in paragraphs (a) and (b) of this Section. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the members entitled to vote, if any.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by The Club in advance of the final disposition or such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by The Club as authorized in this Section.

The Indemnification provided by this Section shall not be deemed exclusive or any other rights to which those seeking indemnification may be entitled under any agreement, vote of disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators or such a person.

The Club may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of The Club, or who is or was serving at the request of the Club as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not The Club would have the power to Indemnify such person against such liability under the provisions in this Section.

If The Club has paid Indemnity or has advanced expenses under this Section to a Director, Officer, employee or agent, The Club shall report the indemnification or advance in writing to the members entitled to vote with or before the notice of the next meeting of such members.

ARTICLE IX AMENDMENTS

The bylaws may be amended, repealed and/or new bylaws adopted by the Board of Directors. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given and shall require a 70% affirmative vote of the entire Board of Directors. The by-laws may contain any provisions for the regulation and management of the affairs of The Club providing it is not inconsistent with the law or the Articles of Incorporation.