Bylaws of the Lakewood Soccer Association, Inc. (As amended, 09 December 2020)

1. NAME: The name of the Association shall be the "LAKEWOOD SOCCER ASSOCIATION, INC." (hereinafter referred to as "LSA").

2. AFFILIATION:

LSA shall be affiliated with SASKATOON YOUTH SOCCER INC. (hereinafter referred to as "SYSI"), the SASKATCHEWAN SOCCER ASSOCIATION (hereinafter referred to as "SSA"), and the CANADIAN SOCCER ASSOCIATION (hereinafter referred to as "CSA").

3. TERRITORIAL LIMITS: The territory over which LSA has jurisdiction is the area prescribed by SYSI as Zone 4.

4. OBJECTIVES: The objectives of LSA are as follows:

1. To foster and support the further development of youth soccer within Zone 4;

To foster the further development of qualified soccer coaches within Zone
4;

3. To work and liaise with SYSI and the other zones within the City of Saskatoon to further develop youth soccer;

4. To work and liaise with community associations within the LSA territory to further develop soccer programs;

5. To work and liaise with SYSI and the City of Saskatoon with respect to the further development of new facilities and the maintenance of existing facilities for soccer within Zone 4.

5. MEMBERSHIP AND VOTING PRIVILEGES:

The membership of LSA and the voting privileges arising out of membership shall be as follows:

1. Each soccer player shall, upon payment of registration fees, be a member of LSA and shall be entitled to one vote for one year from payment of such fees;

2. In the event that the player is under the age of 18 years, then that player's parent or guardian shall exercise his/her voting rights;

3. In the event that one family registers two or more youth soccer players with LSA, then that family shall be entitled to one vote;

4. Each coach of a team shall be entitled to membership in LSA free of charge and shall be entitled to one vote;

5. Any other person shall, upon payment of a prescribed fee and approval by the Board of Directors, become a member of LSA and shall be entitled to one vote.

6. BOARD OF DIRECTORS:

1. LSA shall be managed by a Board of Directors comprised of not less than 4 and no more than 12 Directors.

2. The Board of Directors, with the exception of the President and Vice-President, shall be elected from the LSA membership at the Annual General Meeting. The Board of Directors shall appoint one of the members of the Board of Directors to act as the President of the Board of Directors and one of the members of the Board of Directors to act as the Vice-President of the Board of Directors. In the absence of the President, the Vice-President shall assume the duties of the President.

3. Nominations for Directors of the Board must be in writing and received by the President at least 15 days before the AGM.

4. The term of office of the Directors of the Board shall be two years, commencing immediately after the election at the Annual General Meeting. 5. If a Director of the Board resigns, a new Director may be appointed by the remaining Board of Directors to replace that Director. That Director shall assume the duties of the departing Director until the next Annual General Meeting, at which time an election of the appointment can be made to fill the position for the remaining term of office. If that Director is a current sitting Director, they do not assume a second voting right by assuming that position.

6. Meetings of the Board shall be at the call of the President, but shall occur no less than every second month.

7. At all Board meetings a quorum shall consist of not less than 50% of the total voting Board positions as set out in the Constitution that are filled at any given time.

7. DUTIES AND POWERS OF THE BOARD OF DIRECTORS:

The Board shall have the power to do all things necessary for the successful operation of the organization, and be empowered to:

1. Administer the funds of the LSA in such manner and for such purposes as it may decide are beneficial to the well-being and advancement of the objectives of LSA.

2. Decide to commence or discontinue any form of activity being conducted under the umbrella of LSA.

3. Expel any member or player for unbecoming conduct, or failure to carry out his/her duties as an elected official, or infraction of any rules and regulations of LSA.

4. Suspend from the Board of Directors any member who is absent for three(3) consecutive meetings without having given satisfactory explanation to the President prior to the meeting.

5. Accept any registration and appoint any member of LSA to fill any vacancy occurring for the balance of the term of office, or until the next

Annual General Meeting, at which time an election of the appointment can be made to fill the position for the remaining term of office.

6. Ensure that the objectives of LSA are carried out and that LSA operates on a non-political, non-sectarian basis. The objectives of LSA shall be carried out without financial gain to its members; and any profits of LSA shall be used in promoting its objectives.

7. Appoint committees, either standing or temporary (ad hoc) and prescribe their duties, powers and duration thereof.

8. Make such rules and regulations regarding the use of LSA facilities, equipment and supplies as they deem necessary.

9. Approve all proposed fundraising projects of LSA.

10. The Directors may, by resolution, make, amend, or repeal any bylaws that regulate the activities or affairs of LSA. These bylaws, amendments or repels are effective from the day of resolution of the Directors, and must be approved by two-thirds of the votes cast by the Directors present. However, the Directors must submit these to the next meeting of members, who may, by ordinary resolution confirm, reject or amend the bylaws, amendments or repeals. If not submitted to the members, or if submitted and rejected by the members, these cease to be in effect and any subsequent Directors resolutions having substantially the same purpose will not become in effect until confirmed by members.

11. Appoint/review and set payments for LSA technical staff for each soccer season.

12. To set fees.

8. DUTIES OF THE GENERAL MANAGER:

 Full responsibility for all the LSA technical programs, which include jamborees, camps, evaluations and player placement on LSA teams.
Involved in the selection of ALL coaches and in the training of these coaches.

3. Encourage coaches to obtain CSA coaching accredited levels to the highest available.

4. Reports directly to the Board of Directors for LSA.

9. DUTIES OF THE LSA STAFF:

1. Responsible for delivering training to LSA players, under direction of the General Manager for LSA.

2. Responsible for mentoring LSA coaches under the direction of the General Manager for LSA.

3. Reports directly to the General Manager for LSA.

10. FEES AND FINANCE:

1. All fees, revenues and grants payable to LSA shall be properly maintained in accounts and investment certificates in the name of LSA at a

financial institution as determined by the Board of Directors and all financial obligations incurred by the Board of Directors in the name of LSA shall be paid from there.

2. All cheques issued, legal documents and contracts shall be signed on behalf of LSA by any two (2) of four (4) directors appointed as signing officers by the Board of Directors.

3. All property of LSA shall be the responsibility of the Board of Directors. The Board of Directors shall see that a correct inventory of property is kept.

4. The fiscal year of LSA shall be from August 1 to July 31.

5. The Board of Directors shall, before the end of each fiscal year, appoint an auditor who is not a member of the Board of Directors. It shall be the duty of the auditor to examine all books and records of LSA, and prepare a financial statement of LSA to be submitted to the Board of Directors for presentation at the Annual General Meeting.

6. An audited statement can be waived by unanimous vote by members present at an Annual General Meeting.

7. A written financial statement shall be presented at each meeting of the Board of Directors.

8. Directors shall submit budgets of their expenditures for approval by the Board of Directors. Any additional expenditure must be approved individually by the Board.

11. MEETINGS:

1. The Annual General Meeting shall be held after September 1 and not later than December 31 of each year. Public notice of time and place of the meeting shall be not less than 15 days nor more than 45 days before the meeting.

2. The Annual General Meeting shall be open to all interested persons. Those possessing voting rights are set out in clause 5.

3. The order of business for the Annual General Meeting shall normally be:

- 1. Minutes of previous Annual General Meeting
- 2. President's report
- 3. Treasurer's report
- 4. Committee reports
- 5. Old business
- 6. Consideration of amendments to the Constitution
- 7. Election of Board members
- 8. General business

4. In addition to the Annual General Meeting, special general membership meetings shall be convened at the call of the Board within 15 days public notice.

5. The Board will, at its discretion, conduct meetings to carry on the affairs of LSA. The Board will also bring proposals and recommendations for presentation at meetings of the membership.

12. CHANGES, AMENDMENTS OR ALTERATIONS:

1. No change, amendment or alteration of the Constitution of LSA shall be made except at the Annual General Meeting or a Special General Meeting and then by a two-thirds majority vote of those present and eligible to vote. 2. No such change, amendment or alteration to the Constitution of LSA shall be considered unless it has been duly given in writing to the Board at least 30 days before the date set for the Annual General Meeting or Special General Meeting. A copy of proposed amendments or alterations made strictly in compliance with this article shall be available from the Board Members at least 15 days before the meeting.

3. All proposed changes, amendments and alterations shall be effective immediately after being passed at the Annual General Meeting or Special General Meeting or as otherwise specified at the meeting.

13. INDEMNITY:

Every officer and/or member of the Board or volunteer shall be indemnified by LSA against all costs, losses and expenses incurred by them in the discharge of their duties, except for those which happened as a consequence of their own willful neglect or default.