

**BYLAWS OF THE
Lloydminster District Soccer Association**

Approved TBD

1.0 DEFINITIONS

In these Bylaws, unless otherwise specified:

- (a) "Act" means *The Non-Profit Corporations Act, 1995* of Saskatchewan.
- (b) "Adult" means an individual 18 years of age or older.
- (c) "Association" or "LDSA" shall mean the Lloydminster District Soccer Association
- (d) "Board," "Board of Directors" and "Directors" means the directors of the Lloydminster District Soccer Association.
- (e) "Bylaw" means any bylaw of the Lloydminster District Soccer Association that shall be in force from time to time;
- (f) "CSA" means the Canadian Soccer Association.
- (g) "CONCACAF" shall mean the Confederation of North, Central American and Caribbean Association Football.
- (h) "Fees" shall mean player insurance as set by the SSA and any other costs associated with soccer participation as set by the Board from time to time.
- (i) "FIFA" shall mean the Federation International de Football Association.
- (j) "Laws of the Game" shall mean the rules governing of soccer as set by FIFA.
- (k) "Member" shall mean all members of the Lloydminster District Soccer Association.
- (l) "Person" includes an individual, family, league, team, manager, coach, player, trainer, referee, partnership, association, corporation or any other entity recognized by the Lloydminster District Soccer Association.
- (m) "SSA" shall mean the Saskatchewan Soccer Association.
- (k) "Team Fees" shall mean the cost, as set by the Board from time to time to register a Team in the indoor or outdoor soccer season.
- (l) "Team" shall mean a group of up to twenty Registered Players identified by name, who play together through a soccer season.

2.0 INTERPRETATION

- (a) Words imparting the singular number shall include the plural and vice versa.
- (b) Words imparting the masculine gender shall include the feminine and neutral where appropriate and vice versa.

3.0 IDENTITY AND AFFILIATIONS

- (a) The LDSA shall be identified in all notices, banking documents, contracts, correspondence and other communications by its legal name Lloydminster District Soccer Association or the initials LDSA.
- (b) The LDSA shall establish and maintain membership with the Saskatchewan Soccer Association and, through that membership, shall be affiliated with the Canadian Soccer Association.
 - (i) The LDSA shall govern and administer adult soccer according to the Conditions of Membership approved by the SSA Board of Directors.
- (c) The LDSA may establish and maintain membership and affiliation with such other associations as the Board of Directors shall determine from time to time.

4.0 OBJECTIVES

The objectives of the LDSA are:

- (a) To promote interest, participation and excellence in, and the enjoyment of, soccer.
- (b) To provide, develop and foster the concepts of fair play, teamwork, competitive sportsmanship, and ethical behavior among all those involved in soccer.
- (c) To abide by and enforce the Laws of the Game, and other rules and regulations governing the sport of soccer in the spirit of competitive fair play.
- (d) To govern the game of soccer in the Lloydminster AB/SK region.
- (e) To use the resources of the LDSA:
 - (i) To promote good health and physical fitness in individuals;
 - (ii) To maintain and increase the interest in the game of soccer;
 - (iii) To promote fun and fair play.

5.0 MEMBERSHIP

- (a) The LDSA has two classes of members:

(i) Regular Members

(i) Registered Players - All players registered with the Association in accordance with the Bylaws and requirements of SSA and CSA;

(ii) Team Personnel - All persons approved by the Association as a coach, assistant coach, manager, or trainer of any team registered by the Association with the SSA.

(iii) Directors - All persons who have been elected as a Director of the Association.

(ii) Associate Members

(i) Where a Registered Player is a minor, the individual who is the parent or legal guardian of the Registered Player and signed the release form on behalf of the minor Registered Player is an Associate Member.

(b) **Rights of Membership**

(i) All Regular Members of the Association shall be entitled to receive notice of, attend and be heard at all meetings of the Members, shall be entitled to vote.

(ii) All Associate Members of the Association shall be entitled to receive notice of, attend and be heard at all meetings of the Members.

6.0 COMMENCEMENT OF MEMBERSHIP

(a) **Regular Membership** in the Association shall, in the case of Registered Players and Team Staff, commence upon the registration of the member with Association, and in the case of a Director, upon the date of the election of such individual.

(b) **Associate Membership** shall commence upon the completion of the membership of the registered player.

(c) The Board may, by resolution, and with the agreement of the Member, provide that any Membership shall commence and shall end at a date other than the date otherwise specified in these bylaws.

7.0 APPROVAL OF MEMBERSHIP

(a) All applications for Registered Players and Team Personnel shall be approved by the Board.

(b) Approval of Registered Players is contingent on full payment of Fees, and being in good standing with the Association.

8.0 CONDITIONS OF MEMBERSHIP WITHIN THE LDSA

- (a) All Members, as a condition of Membership, shall agree to:
 - (i) Observe and respect the regulations, directives and decisions of the Association and, where applicable, of the SSA, CSA and FIFA;
 - (ii) Meet all financial obligations to the Association, and shall pay to the Association such fees in such amounts and at such times as may be prescribed by the Board of Directors from time to time;
 - (iii) Comply with the Laws of the Game and all rules of competition as may be set by the LDSA, SSA, CSA, CONCACAF and FIFA;
 - (iv) Uphold the values of loyalty, respect, equality, integrity and good sporting behaviour, and shall abide by such code of conduct as may be prescribed by the Board from time to time;
 - (v) Submit to such disciplinary processes as may be prescribed by the LDSA, SSA, CSA, CONCACAF and FIFA.
- (b) Conditions of Participation within the LDSA – Liability
 - (i) The Association shall not be responsible for any damage, injury, or loss of property to any member or person regardless of the reason or nature of such damage, loss or injury; and further, every member or person using any facility or fields used by the Association does so at his or her own risk.

9.0 TERMINATION OF MEMBERSHIP

- (a) Membership in the Association shall terminate as a result of:
 - (i) Written resignation by the Member.
 - (ii) Non registration and non-payment of Fees for the current season for a Member who is a Registered Player.
 - (iii) Non-registration is the current season for Team Personnel unless they are also a Member as a result of being a Registered Player.
 - (iv) A Member ceasing to be on the Board, if the Member is not a Registered Player.
 - (v) Upon the Registered Player reaching the age of Majority, in the case of an Associate Member.

10.0 JURISDICTION

- (a) The Association shall follow the provisions outlined in the Bylaws and Policies of SSA and CSA according to the terms of membership laid out by SSA and CSA.

- (i) The Association shall use the provisions outlined in the Bylaws and Policies of the Association and where no such policy exists, if applicable and if it is within the jurisdiction of the Association, policy from the next highest level governing body shall apply.
- (b) The Association shall establish judicial processes to manage formal complaints and Appeals which operate independently of the Board whose terms of reference shall be set out in the policies of the Association.
- (c) The Association shall use the provisions outlined in the Bylaws and Policies of the Association and SSA as their exclusive remedy to resolve any and all disputes or disagreements between them and each waives any and all resort to the ordinary courts, including the federal courts, while internal remedies within the Saskatchewan and Canadian Soccer policies exist.
- (d) Any recourse to the courts of any jurisdiction in a dispute by any Member or Person before all rights of appeal and all internal rights and remedies within soccer in Canada have been exhausted, shall be a Member or Person who, in a dispute, has sought court action before exhausting all proper procedures of appeal, will be liable for all legal costs and disbursements incurred by the Association.
- (f) Any Member or Person who, having exhausted all proper procedures of appeal, proceeds with court action, will be liable for all legal costs and disbursements incurred by the Association prior to reinstatement of Good Standing with the Association should the courts rule in favour of the Association.

11.0 DISCIPLINE OF MEMBERS

- (a) Members or Persons who face a discipline process have a right to proper notice of any discipline hearing, and, have the right to be heard, and, have the right to appeal the decision according to Association policy except in the expulsion of a Member.
- (b) Any Member or Person may be disciplined for failure to act in accordance with the Bylaws, policies, directives, rules or code of conduct of the Association.
- (c) If Membership has been suspended or terminated as a result of disciplinary proceedings against a Registered Player, the Registered Player shall not be entitled to receive any refund, in whole or in part of Fees or Team Fees paid by such Member.

12.0 EXPULSION OF A MEMBER

- (a) Membership may be terminated by expulsion by resolution of the Board, if:
 - (i) The Member fails to fulfill its financial obligations toward the Association;
 - (ii) The Member seriously or repeatedly violates the code of conduct, conditions of membership, Bylaws, policies or directives of the Association.

- (b) No Membership shall be expelled without the member receiving a fair hearing.
- (c) Loss of Membership due to expulsion does not relieve the Member from its financial obligation toward the Association but shall lead to cancellation of all rights in relation to the Association.

13.0 MEMBERS' MEETINGS

13.1 Voting

- (a) All Regular Members present at a meeting of the Members shall be entitled to one vote.
- (b) No Member shall be entitled to vote by proxy.
- (c) Votes at a meeting of members shall be by show of hands unless a vote by ballot shall be requested by a Member in attendance, in accordance with the procedures set out in the Act.

13.2 Annual Meeting

- (a) An annual meeting of the Association shall be held in a place and on such date that the Directors may determine, in accordance with the requirements of the Act.

13.3 Special Meetings

- (a) A special meeting of the Association may be ;
 - (i) by a minimum of three Directors or;
 - (ii) if requested in writing by a minimum of five percent of the Members in good standing.
- (b) No business shall be transacted at a special meeting other than the business that the Meeting was called to transact.
- (c) The voting procedures and meeting rules used at Special General Meetings shall be those used at Annual General Meetings.

13.4 Notice

- (a) Notice of any annual or special meeting of the Members shall be posted on the website for the Association an notice also shall be given to each Member by email in the Member has provided the Association with an email address for correspondence not more than 50 and not less than 15 days in advance of the meeting.

13.5 Quorum

- (a) A quorum for the purpose of any resolution at any general meeting shall be 7 Regular Members.

14.0 DIRECTORS AND OFFICERS

14.1 Board of Directors

- (a) The Board of Directors shall consist of a minimum of 5 Directors, up to a maximum of 13.
- (b) The officers of the LDSA shall be President, Vice President, Secretary, Treasurer and Past President.
- (c) One director shall serve as the Discipline Director, with duties set out by the board from time to time.
- (d) All other members of the Board of Directors shall be directors at large, to a maximum of seven.

14.2 Nominations

- (a) Nominations may be made by any Member, with the written consent of the nominee, for the position of Director.
- (b) A list of the nominees shall be circulated with the notice of annual meeting. If there is more than one nominee for a specific position, an election for such office or position shall take place. If only one nominee has been presented for a Board position, the individual shall be acclaimed.
- (c) A nominee who has allowed his or her name to stand for election but has been unsuccessful in such election may also allow his or her name to stand for any other position to be filled thereafter.

14.3 Terms of Office

- (a) The past president shall be filled by the outgoing President and is not an elected position in its own right.
- (b) Officers shall be elected for a two year term at the AGM and are eligible for reelection. The President and Treasurer shall be elected on odd numbered years and the Vice President and Secretary shall be elected in even numbered years. Where the position is vacant, a special election for the position of officer shall be held at the next AGM or SGM and the individual elected shall hold the position until the next regularly scheduled election for that position.
- (c) Directors, including the discipline director, shall be elected for a one year term at the AGM and are eligible for reelection.
- (d) Officers need to be on the Board a minimum of 1 year before they can run for a Directors position.

- e) Member At Large – 2 year term (3) and 1 year term (3)

14.4 Role and Responsibilities of the Board

- (a) The Board of Directors has authority over, and responsibility for, the affairs of the Association, and shall be responsible to develop and implement policies, procedures and practices to effectively govern and grow the Association;
- (b) Is accountable to act with the best interests of the Association, now and in the future, in mind. In reaching any decision, takes into account the decision's impact on the Association, both short and long term, while also considering the needs and interests of the members and stakeholders;
- (c) Ensures that the Association meets all legal requirements;
- (d) Ensures that the Association meets all of the membership requirements set out by the SSA;
- (e) Ensures that there are sufficient and appropriate human and financial resources for the Association to do its work;
- (f) Speaks with one voice on the basis of decisions made through formal motions at its meetings.
- (g) Carries out their fiduciary duties (duty of care, duty of due diligence, duty of loyalty, duty of obedience) as matters of personal responsibility, which cannot be delegated to any other person or organization.

14.5 Officers

- (a) President
 - (i) Preside at the meetings of the Board of directors
 - (ii) Chair meetings of the Membership and Provide a report to the membership at such meetings.
 - (iii) Serve as Alternate to the Discipline Director in the event the Discipline Director cannot act.
 - (iv) Any other duties as set from time to time.
- (b) Vice President
 - (i) Preside over meetings in the absence of the President.
 - (ii) Fill the role of president until the next meeting of the Membership if the President resigns.
 - (iii) Any other duties as set from time to time.

- (c) Secretary
 - (i) Record the minutes of all Board meetings.
 - (ii) Record the minutes of all meetings of the Membership
 - (iii) Any other duties as set from time to time.
- (d) Treasurer
 - (i) Keeps the books of the Association.
 - (ii) Records the minutes of all Board meetings and meetings of the Membership in the absence of the Secretary.
 - (iii) Any other duties as set from time to time.
- (e) Past President
 - (i) In the Absence of the President of the Vice President preside over Board meetings
 - (ii) Advise the Board regarding previous dissensions of the Association.
 - (iii) Any other duties as set from time to time.

14.6 Vacancies

- (a) A Board vacancy shall occur if a Director:
 - (i) Becomes of unsound mind;
 - (ii) Becomes physically or mentally incapable of carrying out his or her responsibilities;
 - (iii) Dies;
 - (iv) Resigns;
 - (v) Is removed;
 - (vi) Becomes insolvent or bankrupt;
 - (vii) Where a Board vacancy has not been filled as a result of an election.
- (b) A Director may be removed by resolution of the Board for good and sufficient cause, which may include:
 - (i) A breach of Association Bylaws, Policies and Procedures, and/or Governance Policies
 - (ii) Conduct that is deemed by the Board to be detrimental to the Association.
 - (iii) Lack of fulfillment of their responsibilities as a Director including a lack of participation (without notice) in three consecutive Board meetings within one fiscal year.
- (c) When a Director ceases to be a Director, all documents, records, books, funds or property of the Association shall be turned over to the Board of Directors.

14.7 Conflicts of Interest and Remuneration

- (a) Contracts with outside businesses where a Director is employed or is the owner do not create a conflict of interest, provided that the Director complies with the provisions of this Bylaw, and the Act with respect to disclosure and abstinence from discussion and voting on the matter.
- (b) Where a Director shall be in a position where his or her interests may conflict with those of the Association, the Director shall disclose the conflict of interest to the Board and shall be excused from any portion of any meeting where the matter is under consideration. A conflict of interest is deemed to arise where a Director, or a related person may be directly impacted or perceived to be directly impacted (either by being adversely affected or by being advantaged), financially or otherwise by a decision of the Board.
- (c) Except as otherwise set out; No Director shall receive any remuneration for service as a Director of the Board, but a Director shall be reimbursed for reasonable expenses incurred in fulfilling Board duties.
- (d) Where a Director or Officer acts in another capacity for the Association and would receive an honorarium for work in that capacity, they shall not be prohibited from receiving such honorarium.
- (e) In the event that a Director or Officer is acting in a professional capacity in fulfilling their role on the Board, and without such service the LDSA would be paying an outside professional to fulfill such role, remuneration for this service may be set and approved by the Board of Directors by resolution from time to time.

14.8 Board Procedures

- (a) The Board of Directors shall have full authority to develop and approve Governance & Operational and Membership policies which outline the policies, procedures and management of the Board and the Association.
- (b) The Membership policies of the Association shall be posted on the website.

14.9 Board Committees

- (a) The Board may create and prescribe the duties, terms of reference and levels of authority of such committees as it may from time to time determine necessary to more effectively manage the affairs of the Association. The Board may delegate to any such committee any of the powers of the Board except those that must be exercised by the Board itself, provided that any such delegation shall not limit the ability of the Board to make decisions on any subject matter so delegated. The procedures of any such committee or committees of the Board shall, except as otherwise determined by the Board, be those applicable to the Board.

15.0 MEETINGS OF THE BOARD OF DIRECTORS

15.1 Notice

- (a) Notice of any meeting of Directors shall be given to the Board not less than one week before the meeting. Board meeting documents shall be forwarded to Directors by email or as otherwise indicated before the meeting.

15.2 Voting

- (a) Each Director, with the exception of the President, shall have one vote. The President shall vote in the case of a tie. Except as otherwise required by the Act, all questions arising at any meeting of the Board shall be decided by a majority of the votes cast.

15.3 Quorum

- (a) A quorum of the Board shall be 50%+1 of the current Board of Directors.
- (b) The Board shall to the best of their ability determine in advance of a meeting if there will be Quorum and if Quorum is unlikely, shall reschedule the meeting to such a date Quorum will be met.

16.0 FINANCIAL AFFAIRS**16.1 Fiscal Year**

- (a) The fiscal year of the LDSA shall be from April to March each year or as otherwise set by the Board from time to time.

16.2 Records

- (a) Directors shall keep proper records and accounts of all transactions of the Association.

16.3 Financial Disclosure

- (a) The Board shall place before the Members at every annual meeting:
 - (i) Financial statements for the previous fiscal year, in accordance with the requirement of the Act.
- (b) The Board shall approve the year-end financial statement and confirm its approval by the signature of two Directors.
- (c) No financial statement shall be released or circulated unless it has been approved by the Board.
- (d) The Association shall make available to each Member, upon request, a copy of the year-end financial statements, free of charge.

16.4 Deposit of Funds in the Name of the LDSA

- (a) All funds of the Association shall be deposited in one or more accounts in the name of the Association at a financial institution designated by the Board. Funds may be invested only in current or chequing accounts or guaranteed interest bearing investments unless otherwise approved by resolution of the Board.
- (b) No person who is not an Officer of the Association shall have signing authority for the Association.
- (c) The Board shall, in the first meeting of the Board of Directors following the Annual Meeting by ordinary resolution set who of the officers has signing authority for the Association. The Board may, from time to time by ordinary resolution change the Officers who have signing authority for the Association.
- (d) Only Officers with signing authority shall sign cheques, negotiate instruments or other contracts or documents pertaining to the business and financial affairs of the Association.
- (e) No member of the Board of Directors nor any member of the Association shall have the power to pledge the credit of the Association nor to enter into a contract or an agreement on behalf of the Association where the Association is or will be obligated for a sum that has not been approved by the Board of Directors.

17.0 AMENDMENT OF BYLAWS AND ARTICLES OF INCORPORATION

- (a) The Association may amend the Bylaws that regulate the activities and affairs of the Association. The Board shall submit all Bylaw amendments for approval. The Membership at an Annual General Meeting or a special meeting called for that purpose. Adoption of any proposed Bylaw amendment shall require a two thirds majority vote.
- (b) Notice of any proposed amendment or change to the Bylaws shall be sent to the Members at least 15 days before the meeting at which they are to be considered.
- (d) Before any proposed amendment to the Bylaws is presented to the Membership, it must be approved by the Board.

18.0 DISSOLUTION OF THE LDSA

- (a) Upon dissolution of the Association, all remaining assets after payment of its liabilities shall be distributed to the SSA.

19.0 COMING INTO FORCE

- (a) These Bylaws shall supersede all previous Bylaws and shall come into force at, and be effective from, the date of their approval by the Members.