

# Constitution

## ST. CHARLES SOCCER ASSOCIATION

### 1. Name

- 1.1. The official name of the organization shall be the St. Charles Soccer Association.
  - 1.1.1 In addition to the official name, the St. Charles Soccer Association may be colloquially referred to as the SCSA, the district, the association, the club or other such terms where the meaning is clearly referring to the St. Charles Soccer Association.
- 1.2 Club Logos – St. Charles Soccer Association (hereinafter called SCSA) and St. Charles Force (hereinafter called SC Force).
  - 1.2.1 The SCSA & SC Force Soccer Club Logos are available for authorized and approved usage by SCSA and SC Force affiliated teams and preauthorized suppliers and vendors only.
  - 1.2.2 Unauthorized use of the SCSA and SC Force Soccer Club Logo is strictly prohibited.
  - 1.2.3 The SCSA and SC Force Soccer Club Official Logo are to be recognized as the official club logos. If used, they must be presented in their entirety, without modification, unless approved by the Board of Directors.

### 2. Mission

- 2.1. To provide and administer superior soccer programming at a low cost for all youth residing within the boundaries of the SCSA and those from beyond the SCSA boundaries who join a SCSA team under the rules and regulations of the Manitoba Soccer Association and the Winnipeg Youth Soccer Association.

### 3. Objective

- 3.1. Promoting the game of soccer by fostering and supporting the development of organized soccer for all youth.
- 3.2. Operating a youth soccer program which:
  - 3.2.1 Encourages fairness,
  - 3.2.2 Encourages competition,
  - 3.2.3 Encourage self-reliance and confidence,
  - 3.2.4 Encourage excellence,
  - 3.2.5 Improves player skills,

- 3.2.6. Recognizes the achievement of all participants,
- 3.2.7. Enhances the recreational fun and enjoyment of soccer for the benefit of all.
- 3.3. Promoting and improving soccer coaching, managing and officiating at all levels of play within the SCSA.
- 3.4. Encouraging the full participation of all MSA-compliant community clubs and soccer associations in the SCSA programs and functions to ensure the needs of their youth are fully met.
- 3.5. Member Clubs that have chosen to remain inactive, or who have been found to have not met the prescribed Manitoba Soccer Association (MSA) standards for sanctioned soccer, shall have their access to normal SCSA services removed during the time they are deemed inactive or in conflict with the reasonable expectations of MSA standards.
  - 3.5.1 Noncompliant status
    - 3.5.1.1 Clubs who are ruled non-compliant or unsanctioned by the MSA shall remain members of the organization. During the unsanctioned period they will forfeit their right to vote and participate as a SCSA board member at meetings. The SCSA board or its parent organization (MSA) retain authority for the imposition or removal of non-sanctioned status.
    - 3.5.1.2 Clubs are required to provide no less than 90 days notice if they intend to resume MSA-sanctioned membership status.
  - 3.5.2 Change of Club Status Procedure
    - 3.5.2.1 Once a member club has been restored to active status from their unsanctioned state, SCSA will permit a gradual return to full team hosting rights in the following order:
      - 3.5.2.1.1 Year 1 U9 age group hosting shall be permitted only.
      - 3.5.2.1.2 Year 2 U9 & U10 age group team hosting shall be permitted.
      - 3.5.2.1.3 Year 3 U9-U11 age group team hosting shall be permitted.
      - 3.5.2.1.4 Year 4 U9-U18 age group team hosting shall be restored in full.
    - 3.5.2.2 Note: Player registration is unaffected and can continue normally once sanctioned status has been restored by the MSA and/or the SCSA.
  - 3.5.3 Inactive Status
    - 3.5.3.1 Any club or association that elects not to participate within the SCSA, or elects to withdraw from the SCSA, shall be deemed by the SCSA to be inactive. Clubs or associations deemed to be inactive shall not be voting members of the SCSA, and they will not have participation rights at any meetings or on any committees of the SCSA.

3.5.3.2 Any club or association deemed inactive by the SCSA may reapply for active status by written 45-day notice, agreeing to abide by the Constitution and By-laws of the SCSA.

#### **4. Boundaries**

- 4.1. In accordance with WYSA and/or the MSA, there are no hard boundaries limiting the participation of players with the SC Force programs, both developmental and premier.
- 4.2. Recreational boundaries are set by the WYSA and remain in effect until otherwise revoked or amended by the GCWCC and/or WYSA. Accordingly, the set boundaries of the SCSA are the cumulative boundaries of all the SCSA-affiliated member clubs and associations, whether MSA compliant or otherwise.

#### **5. Interpretation**

- 5.1. In this and all other by-laws of the SCSA:
  - 5.1.1. 'Act' shall mean the Corporations Act, R.S.M. 1987, c. C225, as amended from time to time, or any act that may hereafter be substituted therefore.
  - 5.1.2. 'Board' shall mean the board of directors of the St. Charles Soccer Association.
  - 5.1.3. 'Associate' shall mean soccer associations and community clubs as recognized by the SCSA and community centres geographically located within the SCSA.
  - 5.1.4. 'WYSA' means the Winnipeg Youth Soccer Association Inc.
  - 5.1.5. 'MSA' means Manitoba Soccer Association.
- 5.2. Any other word or term contained in this and in any other by-law of the Association that is defined in the Act shall have that meaning.
- 5.3. Where the context so requires, the singular shall include the plural; the plural shall include the singular; the masculine shall include the feminine; and the word 'person' shall include firms, unincorporated associations and corporations.

#### **6. Registered Office**

- 6.1. Unless changed by special resolution, the registered office of the SCSA shall be in the place specified in the Articles and at such address within such place as the directors may from time to time determine.

#### **7. Government**

- 7.1. The Board will manage the business and affairs of St Charles Soccer Association.
- 7.2. Members of the Board will serve without remuneration except in cases as may be determined by resolution.
- 7.3. Where no specific guidance is contained herein, the constitution and by-laws of WYSA, MSA, the Canadian Soccer Association and FIFA will apply in that order.
- 7.4. Motions may be voted by a show of hands, or by secret ballot if requested by any member of the Board.
- 7.5. The Board shall be made up of the Executive, Appointed Officers, and Associate Representatives.
- 7.6. The Executive shall consist of the President, Vice-President, Secretary, Treasurer, Director of Recreational Programs, Director of Premier and Developmental Programs and three Members-at-Large.
- 7.7. One Member-at-Large will generally assist the Director of Recreational Programs.
- 7.8. One Member-at-Large will generally assist in the administration and management of the SCSA.
- 7.9. One Member-at-Large will generally assist in the liaison with the MSA and WYSA, City of Winnipeg and other entities regarding refereeing, field maintenance, permits and other matters as assigned by the board.
- 7.10. Members shall appoint one additional representative to the Board to serve in a non-executive capacity.

## **8. Members:**

- 8.1. The members of the St. Charles Soccer Association are:
  - 8.1.1. Assiniboia West C.C.
  - 8.1.2. Bord-Aire C.C.
  - 8.1.3. Bourkevale C.C.
  - 8.1.4. Burton Cummings C.C.
  - 8.1.5. Central C.C.
  - 8.1.6. Charleswood Youth Soccer Association
  - 8.1.7. Deer Lodge C.C.
  - 8.1.8. Elie C.C.
  - 8.1.9. Heritage Victoria C.C.

- 8.1.10. Kirkfield Westwood C.C.
- 8.1.11. Robert A. Steen Memorial C.C.
- 8.1.12. Sturgeon Heights C.C.
- 8.1.13. Valour C.C.
- 8.1.14. Woodhaven C.C.

## **9. Term of Office of Executive Directors**

- 9.1. At each annual meeting, the members shall elect the Executive Directors whose terms have ended. No Executive Director shall be removed from office as a director or officer of the Association prior to the expiry of their term, except at a special meeting of members called for that purpose. If a director resigns prior to the next annual meeting, the Board may appoint another individual to that office for the remainder of the term.

## **10. Term of Office of Associate Representative**

- 10.1. Each Associate Representative holds office from the date notice of their appointment by their Community Centre or soccer association and shall cease when notice is given by the Community Centre or soccer association of the appointment of another individual in their place.

## **11. Resignation**

- 11.1. Any member of St. Charles Soccer Association may resign their position by letter addressed to the Secretary. The Board may, by resolution passed by a majority vote, request any member to resign.

## **12. Finance**

- 12.1. The fiscal year is April 1st to March 31st the following year.
- 12.2. The Board shall administer all funds and securities of the SCSA and shall present a financial report at each General Meeting.
- 12.3. All funds raised on behalf of the SCSA must have prior approval of the Board.
- 12.4. The Treasurer shall present a financial review at the Annual General Meeting.
- 12.5. Each year, in January, the SCSA board will receive, assess, amend as required and approve a proposed budget prepared by a committee of one or more directors,

comprised of the Director of Recreational Programs, Director of Premier and Developmental Programs and/or the Treasurer.

12.5.1 In accordance with the stated mission statement, and in recognition that the various soccer programs within the SCSA involve varying expenses, the budget shall be prepared and approved on the principle that the registration fees set for each soccer program within the SCSA, that is, Recreational, Developmental and Premier, shall be set sufficiently that each program is self-sufficient. For clarity, the intent of this paragraph is that none of the fee charged to players in one program will be used to lower the fee paid by players in another program.

### **13. Indemnification of Directors and Officers**

13.1. Except as otherwise provided in section 119 of the Act, each director and officer of the Association, former director or officer of the Association or a person who acts or acted at the Association's request as a director or officer of a body corporate of which the Associate is or was a member or creditor, and his heirs and legal representatives, shall be indemnified against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Association or body corporate.

13.1.1 For clarity, the key exceptions listed in section 119 of the Act require that the director:

13.1.1.1 acted honestly and in good faith with a view to the best interests of the corporation; and

13.1.1.2 in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.