



WETASKIWIN AND DISTRICT AMATEUR FOOTBALL ASSOCIATION

BYLAWS

JANUARY 2023



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## **MISSION STATEMENT:**

The Wetaskiwin and District Minor Football Association is focused on fostering and growing the love of minor football within our community, while also helping our youth build and reveal character, with a special emphasis on long term player development. Our players, from 5-18 years of age, have the opportunity to learn sportsmanship, build their self confidence, make lifelong friendships, learn responsibility and facilitate teamwork, all while improving and excelling in their football skills. All of this is accomplished in a competitive and inclusive environment, while promoting a strong sense of community.

### **1. Article 1 - Preamble**

1.1. The name of the Association is the Wetaskiwin and District Minor Football Association, which may also be known as or referred to as the "WDAFA" or the "Association".

1.2. The following articles set forth the Bylaws of WDAFA

### **2. Article 2 - Defining and Interpreting the Bylaws**

#### **2.1. Interpretations**

2.1.1. The third person masculine gender, when used throughout this document, shall be understood to mean the third person of all genders.

2.1.2. Where anywhere in this document the meaning of a word, phrase, sentence, or clause is unclear or otherwise ambiguous, the Executive shall interpret the meaning of said word, phrase, sentence or clause.

2.1.3. When such an interpretation is conducted by the Executive, it shall be done in a reasonable fashion and effect shall be given to the intent of the words.

2.2. The following definitions shall apply, except when the context of the word, words, acronym, or phrase is such that an alternative meaning of the same is obvious.

2.2.1. "Act" means the *Societies Act RSA 2000, Chapter S-14* as amended, or any statute substituted for it.

2.2.2. The word "Team" shall refer to the players, coaches, and team officials of a single team which plays within WDAFA.

2.2.3. The word "Board" and the phrase "Board of Directors" shall mean the Board of Directors of WDAFA, including the elected members of the Executive and the Team Representatives for each division.

2.2.4. The word "Executive Board" shall mean the elected officers of WDAFA, as defined in the bylaws.

2.2.5. "Administrators" for WDAFA will include board members, team managers, and off-field staff and volunteers who deliver football programming



2.2.6. The word "family" shall refer to the legal guardians of one or more players participating in the football program of a Participating Association

2.2.7. The word "football" shall mean the game of Canadian football, played under the rules established in the current version of the Canadian Rule Book for Tackle Football, as modified by the CDMFA.

2.2.8. The acronym "RPP" shall mean the rules, policies, and procedures as set forth by the document entitled "WDAFA RPPs".

2.2.9. The term "Bylaws" shall mean the Bylaws of WDAFA as amended.

2.2.10. The word "Level" shall mean the age level of competition.

2.2.11. The word "Division" shall mean a number of teams within a Level that shall be placed in a group for scheduling and tiering purposes, in accordance with directives set forth by Football Alberta.

2.2.12. Special Meeting means the Special Meeting described in Article 8.1.6

2.2.13. Special Resolution means:

2.2.14.1. a resolution passed at a General Meeting of the membership of this Society. There must be twenty-one (21) days notice for this meeting. The notice must state that proposed resolution. There must be approval by a vote of 66% of the eligible voting Members who vote in person;

2.2.14.2. a resolution proposed and passed as a Special Resolution at a General Meeting with less than twenty-one (21) days notice. All the Voting Members eligible to attend and vote at the General Meeting must agree; or

2.2.14.3. a resolution agreed to in writing by all the Voting Members who are eligible to vote on the resolution in person at a General Meeting.

2.2.14. The word "import" shall mean a released player.

2.2.15. The phrase "recruitment boundary" shall mean the limit of a recruitment zone.

2.2.16. The phrase "recruitment zone" shall mean that area that is assigned to WDAFA within which they shall have player recruitment rights, as defined within the CDMFA Policies & Procedures document.

2.2.17. The phrase "released player" shall mean a player who has been released by a Club to play within WDAFA or by WDAFA to play on another team, when the player's primary place of residence lies within the releasing Club's recruitment boundaries.

2.2.18. The phrase "primary residence" shall refer to a main residence where an individual normally resides, and in the case of a player or parent/guardian shall be the residence that is entered into the WDAFA registration system.

### **3. Article 3 - Membership**

3.1. A member of WDAFA is defined as:

3.1.1. A parent/guardian with a child registered with the Association, who has signed the required "Parent Statement" for the current calendar year;



- 3.1.2. A Volunteer within the Association (Board, Coaches and Trainers), who has signed the required “Board Statement”, “Coaching Statement” or “Trainer Statement” for the current calendar year;
- 3.1.3. Any player a maximum of eighteen (18) years of age, who has signed the required “Player Statement” for the season they are registered for;
- 3.1.4. An Honorary Member:
  - 3.1.4.1. The general membership or Board of Directors shall have the discretion to name honorary members (not otherwise a member as per above);
  - 3.1.4.2. Honorary Members are eligible to be elected to a Board Position;
  - 3.1.4.3. Honorary members can also be Community members that have expressed interest to the board in participating with the football association.
  
- 3.2. All members in good standing are eligible to vote at the yearly AGM;
  - 3.2.1. A Member of the Association will be in good standing provided that the Member
    - 3.2.1.1. Has not ceased to be a Member;
    - 3.2.1.2. Has not been suspended or expelled from membership, or had other membership restrictions or sanctions imposed;
    - 3.2.1.3. Has completed and remitted all documents as required by the Association;
    - 3.2.1.4. Is not subject to a disciplinary investigation or action by the Association, or if subject to disciplinary action previously, has fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Board; and
    - 3.2.1.5. Has paid all outstanding accounts including membership fees.
  
  - 3.2.2. Cease to be in Good Standing: members who cease to be in good standing will have privileges suspended which may include; hosting events, participation in programs and loss of all voting privileges as a member, or be entitled to the benefits and privileges of membership until such time as the Board is satisfied that the Member has met the definition of good standing as set out above.
  
- 3.3. Withdrawal and Termination of Membership
  - 3.3.1. Membership in the Association is terminated when
    - 3.3.1.1. The Member fails to submit the information required for membership, as set out at 3.1 above ;
    - 3.3.1.2. The Member fails to maintain any of the qualifications or conditions of membership;
    - 3.3.1.3. The Member resigns from the Association by giving written notice to the Board, in which the resignation becomes effective on the date. The Member will be responsible for all fees payable until the resignation becomes effective.
    - 3.3.1.4. The Member fails to pay registration fees or monies owed to the Association by the deadline dates prescribed. Their Membership shall be reinstated once their fees are paid in full.



3.3.1.5. The Member's term of membership expires.

3.3.1.6. Player/Athlete Membership shall cease when the child or legal ward of a member becomes ineligible for participation in WDAFA's program. Notice of Resignation from any member wishing to withdraw their membership while still meeting eligibility criteria must be given in written notice to the President;

3.3.1.7. Membership may be suspended and a member expelled upon a vote approved by sixty-six percent (66%) of the Board of Directors of WDAFA, for any reason deemed reasonable and in the best interests of WDAFA. Such suspension will not require refund of the annual registration fee(s), or any other fees assessed.

#### **4. Article 4 - Suspensions and Expulsions:**

4.1. Any Director, Executive Officer, Coach, Player or Member may be suspended or expelled for any reason deemed reasonable and in the best interest of WDAFA;

4.2. A Disciplinary Committee duly established by the Board of WDAFA at the first General Meeting following the scheduled AGM each year will rule on all Suspensions and Expulsions.

4.2.1. The Disciplinary Committee shall consist of one (1) member of the WDAFA Executive and two (2) other WDAFA Members in Good Standing, not necessarily voted members of the Board.

4.2.2. In the event that a member of the established Disciplinary Committee shall feel the need to recuse themselves then another member of the WDAFA Board shall take their place for only the specified Disciplinary Meeting;

4.2.3. Decisions made by the Disciplinary Committee shall be final, subject to appeal as set out in Article 5.

4.3. Suspensions and Expulsions will take effect immediately, subject to an appeal as described in Bylaw 5;

4.4. Any member, player, staff or board member may forward formal complaints against offending members of WDAFA, including the president, to a member of the WDAFA Executive in writing, to be considered for suspension or expulsion. Any and all formal complaints about WDAFA Members in Good Standing will be reviewed by the Disciplinary Committee, as established at Bylaw 4.2, and the decision made by that Disciplinary Committee shall be final, subject to appeal as set out in Article 5.

4.5. Any player, coach or volunteer who has been determined by the Disciplinary Committee to have physically abused an official will be suspended for a minimum of 12 months, with no opportunity for appeal;

4.6. Any coach, trainer or volunteer who has been determined by the Disciplinary Committee to have physically or verbally abused a player or fellow staff/volunteer will be suspended from volunteering within the organization indefinitely and all complaints regarding the same must be forwarded to the CDMFA for their consideration. All suspensions are not subject to appeal. Any incidents involving a minor



MUST be kept confidential by the members of the Board and anyone with knowledge of the incident(s) for the safety of the minors involved;

## 5. Article 5 - Appeals

### 5.1. Appeal of a Decision

5.1.1. Any Director, Executive Officer, Coach, Player or Member that has been suspended under the provisions of Bylaw 4, sections 4.1, 4.2, 4.3 or 4.4, shall have the right to appeal that decision to the Board of Directors of WDAFA;

5.1.2. Application to appeal a decision needs to be made in writing via email within 14 days of receiving the notification of decision, along with a \$50 non-refundable fee via e-transfer, to the President of WDAFA;

5.1.3. The Application to Appeal will be presented at the following scheduled General Meeting and if granted an Executive Member will chair a second Disciplinary Committee, consisting of two (2) new Members in Good Standing of WDAFA, and they will set and communicate to the suspended member a date for their Appeal Hearing;

5.1.4. There is no further appeal of this appealed decision.

## 6. Article 6 - Governance

### 6.1. BOARD OF DIRECTORS:

6.1.1. The Board of Directors shall, subject to the bylaws, have full control and management of the Affairs, Operations, Directives, Rules, Policies and Procedures of WDAFA.

6.1.1.1. The Board may hire paid staff to carry out assigned duties under the direction and supervision of the Board.

6.1.2. Powers and Duties of the Board: The Board has the powers of the Association, except as stated in the *Societies Act*. The powers and duties of the Board include, but are not limited to:

6.1.2.1. Promoting the objects of the Association;

6.1.2.2. Promoting membership in the Association;

6.1.2.3. Maintaining and protecting the Association's assets and property;

6.1.2.4. Approving an annual budget for the Association;

6.1.2.5. Paying all expenses for operating and managing the Association;

6.1.2.6. Paying persons for service and protecting persons from debts of the Association;

6.1.2.7. Making policies for managing and operating the Association;

6.1.2.8. Approving all contracts for the Association;

6.1.2.9. Maintaining all accounts and financial records of the Association;

6.1.2.10. Making policies, rules and procedures for operating the Association and using its facilities and assets;

6.1.2.11. Selling or disposing of any or all the property of the Association;



6.1.3. Composition: The Board of Directors shall consist of:

6.1.3.1. The Elected Board Members of WDAFA as defined in Article 6.2.

6.2. EXECUTIVE OFFICERS:

6.2.1. Election of the Board

6.2.1.1. Nominations for a Board of Directors position may be made by any two (2) eligible voters at the AGM (with the consent of the nominee) or by way of email to the President via email no later than 7 days prior to the scheduled AGM;

6.2.1.2. No one person can be elected to serve more than one voting position on the Board at any given time;

6.2.1.3. Voting members may re-elect any Director of the Board for a maximum of three (3) consecutive terms.

6.2.2. The Executive of WDAFA shall consist of the:

6.2.2.1. President

6.2.2.1.1. The President shall hold a 2 year elected term;

6.2.2.1.2. The President shall be elected on even years;

6.2.2.1.3. The President shall preside at and attend all General Membership Meetings, Board of Directors Meetings, Special Resolutions Meetings and Annual General Meetings of the Association;

6.2.2.1.4. The President or delegate, shall sit as a voting member of all Association committees;

6.2.2.1.5. The President shall be a voting member of the Board, however, while presiding shall only vote on the Board or at meetings of the Association in the case of a tie;

6.2.2.1.6. The President shall be in charge of delegating all necessary jobs within the organization to appropriate members of the Board and volunteers within the Association, and is tasked with communicating with City of Wetaskiwin, the CDMFA and Football Alberta;

6.2.2.1.7. The President shall have signing authority on all bank accounts associated with WDAFA;

6.2.2.1.8. The President shall have access to the WDAFA Google Drive and the wdafafootball@gmail.com email

6.2.2.1.9. The President shall ensure that all members of the Board and of the Association follow the Bylaws of WDAFA;

6.2.2.1.10. The President shall be the CDMFA Representative for the organization, or shall appoint an appropriate replacement should they not be able to fulfill this role. They are required to attend all scheduled CDMFA Meetings for WDAFA and submit the information at the monthly General Board Meeting;





- 6.2.2.1.11. The President shall be a member of and chair the WDAFA Disciplinary Committee;
- 6.2.2.1.12. The President shall organize and forward the proposed agenda to the Secretary one week prior to all scheduled meetings for distribution;
- 6.2.2.1.13. The President shall keep a record of all Criminal Record Checks and Child Intervention Checks for all volunteers within WDAFA;
- 6.2.2.1.14. The President shall, in conjunction with the Treasurer, assume the role of the Registrar for WDAFA;
- 6.2.2.1.15. The President shall hold the recovery email account for all other email accounts within the association. In the event the President is removed from or resigns from their position within the Board they will remit the passwords from the account to the Vice President within 24 hours of doing so;
- 6.2.2.1.16. The President shall perform any other duties as shall be necessary for the good and welfare of WDAFA.

#### 6.2.2.2. Vice President

- 6.2.2.2.1. The Vice President shall hold a 2 year elected term;
- 6.2.2.2.2. The Vice President shall be elected on odd years;
- 6.2.2.2.3. The Vice President shall attend and vote at all Executive, General and Special Meetings of WDAFA;
- 6.2.2.2.4. In the absence of the President, the Vice President shall have and exercise all powers of the President, including but not limited to chairing any and all meetings that the President is unable to attend;
- 6.2.2.2.5. In the event that the President is removed or steps down from their position, the Vice President shall then assume the role and responsibilities of the President;
- 6.2.2.2.6. The Vice President shall perform duties as requested by the President;
- 6.2.2.2.7. The Vice President shall have access to the Google Drive and the wdafavp@gmail.com email;
- 6.2.2.2.8. The Vice President shall have signing authority on all bank accounts associated with WDAFA;
- 6.2.2.2.9. The Vice President shall perform any other duties as shall be necessary for the good and welfare of WDAFA.

#### 6.2.2.3. Secretary

- 6.2.2.3.1. The Secretary shall hold a 2 year elected term;
- 6.2.2.3.2. The Secretary shall be elected on odd years;
- 6.2.2.3.3. The Secretary shall attend and vote at all Executive, General and Special Meetings of WDAFA;
- 6.2.2.3.4. The Secretary shall notify the Board and the members of WDAFA of the time and place of all meetings, as well as send out draft minutes for the meetings (as compiled by the President) at minimum one week prior to any scheduled meetings;



- 6.2.2.3.5. The Secretary shall take and keep an accurate record of minutes of all meetings of WDAFA. If they are unable to attend they will ensure someone is delegated to do so on their behalf;
- 6.2.2.3.6. The Secretary shall ensure all Meeting Minutes are submitted for approval at the next scheduled meeting and that the approved minutes are sent to the Website coordinator to be posted and are placed in the appropriate file on the WDAFA Google Drive;
- 6.2.2.3.7. The Secretary shall have access to the WDAFA Google Drive and the wdafasecretary@gmail.com email.
- 6.2.2.3.8. The Secretary shall be responsible for the organization and accuracy of the WDAFA Google Drive;
- 6.2.2.3.9. The Secretary shall have signing authority on all bank accounts associated with WDAFA;
- 6.2.2.3.10. The Secretary shall be responsible for submission of any and all documentation, including but not limited to the Association's Annual Return, required to keep WDAFA a valid member as outlined in the *Society's Act*.
- 6.2.2.3.11. The Secretary shall perform any other duties as shall be necessary for the good and welfare of WDAFA.

#### 6.2.2.4. Treasurer

- 6.2.2.4.1. The Treasurer shall hold a 2 year elected term;
- 6.2.2.4.2. The Treasurer shall be elected on even years;
- 6.2.2.4.3. The Treasurer shall attend and vote at all Executive, General and Special Meetings of WDAFA;
- 6.2.2.4.4. The Treasurer shall keep an accurate record of all monies received and disbursed within WDAFA. These records should be shared with the Board in a "Treasurer's Report" at each General Meeting, said report shall be kept organized on the WDAFA Google Drive for the Board to view at their leisure, and an extensive report is to be available to be viewed at the AGM each year;
- 6.2.2.4.5. The Treasurer shall review and update the Executive on account balances each month, and shall ensure all cheques written from WDAFA and all E-transfers sent by WDAFA are cashed or claimed each calendar month;
- 6.2.2.4.6. The Treasurer shall ensure all financial reports of WDAFA are audited (by either a certified accountant or by 2 qualified members of WDAFA, appointed by the WDAFA Board at the yearly AGM, jointly) within one month of the yearly AGM each year;
- 6.2.2.4.7. The Treasurer shall have signing authority on all bank accounts associated with WDAFA;
- 6.2.2.4.8. The Treasurer shall have access to the WDAFA Google Drive and the wdafapay@gmail.com email;
- 6.2.2.4.9. The Treasurer shall ensure that all invoices are paid and all monies are deposited within twenty four (24) hours of receipt of same;



6.2.2.4.10. The Treasurer shall, in conjunction with the President, assume the role of the Registrar for WDAFA;

6.2.2.4.11. The Treasurer shall perform any other duties as shall be necessary for the good and welfare of WDAFA.

6.2.3. The other Elected Positions to the Board include:

6.2.3.1. Team Representatives; each team, Bantam, Female, PeeWee, Atom, and Flag will have a representative

6.2.3.1.1. Team Representatives shall hold a one (1) year elected term;

6.2.3.1.2. Team Representatives shall attend and vote at all General and Special Meetings of WDAFA;

6.2.3.1.3. Team Representative shall relay all relevant information from these meetings to the Team's Managers for distribution to their Teams;

6.2.3.1.4. Team Representatives shall relay any and all unresolvable questions and/or concerns from the managers, coaches, players, parents/guardians or other staff to the Board for resolution;

6.2.3.1.5. Team Representatives shall have access to the their own Google email and drive account;

6.2.3.1.6. Team Representatives shall perform duties as requested by the President;

6.2.3.1.7. Team Representatives shall perform any other duties as shall be necessary for the good and welfare of WDAFA.

6.2.3.2. Staffing Coordinator

6.2.3.2.1. The Staffing Coordinator shall hold a two (2) year elected term;

6.2.3.2.2. The Staffing Coordinator shall be elected on odd years;

6.2.3.2.3. The Staffing Coordinator shall attend and vote at all General and Special Meetings of WDAFA;

6.2.3.2.4. The Staffing Coordinator shall relay all relevant information from these meetings to the coaching/training staff for distribution to their respective teams;

6.2.3.2.5. The Staffing Coordinator shall relay any and all unresolvable questions and/or concerns to the Board for resolution;

6.2.3.2.6. The Staffing Coordinator shall have access to their own Google Drive;

6.2.3.2.7. The Staffing Coordinator shall perform duties as requested by the President;

6.2.3.2.8. The Staffing Coordinator shall perform any other duties as shall be necessary for the good and welfare of WDAFA.

6.2.4. Resignation, Death or Removal of a Board Member



6.2.4.1. Any Board Member may resign from office by giving one (1) month's notice in writing. The resignation takes effect either at the end of the month's notice, or on the date the Board accepts the resignation.

6.2.4.2. Voting Members may remove any Board Member before the end of their term. There must be a majority vote at a Special Meeting called for this purpose.

6.2.4.3. Any Executive Officer's position that becomes vacant may be filled on an interim basis. This interim appointment must be approved by a sixty-six (66%) percent vote of the Board and shall be in effect until the next Annual General Meeting of WDAFA.

6.2.4.4. Any Member of the Board who is removed or resigns from their position must return any and all WDAFA material, documentation, passwords, or any other property as required.

### 6.3. Board Committees

The Board may appoint committees to advise the Board.

#### 6.3.1. General Procedures for Committees

6.3.1.1. There is a Board Member as Chair for each committee created by the Board.

6.3.1.2. The Chairperson calls committee meetings. Each committee

a. Records minutes of its meetings

b. Distributes these minutes to the committee members and the board

c. Provides reports to each Board meeting, or at the Board's request

6.3.1.3. A majority of the committee members present at a meeting is a quorum.

6.3.1.4. Each member of the committee, including the Chairperson, has one (1) vote at the committee meeting.

#### 6.3.2. Standing Committees

The Board establishes these Standing Committees:

- a. Executive Committee;
- b. Football Day Committee;
- c. Banquet Committee;
- d. Disciplinary Committee;
- e. Fundraising Committee.

6.3.2.1. The Executive Committee

a. Consists of the President, Vice President, Secretary and Treasurer

b. Is responsible for:

6.3.2.1.b.1. Planning agendas for Board Meetings



6.3.2.1.b.2. Carrying out emergency and unusual business between Board meetings

6.3.2.1.b.3. Reporting to the Board on actions taken between Board meetings

6.3.2.1.b.4. Carrying out other duties as assigned by the Board

c. The meetings are called by the President, or upon the request of any two (2) other Executive Board Members;

d. All Executive Board Members may agree to and sign a resolution. This resolution is as valid as one passed at an Executive Committee meeting. It is not necessary to give notice or to call a meeting of the Executive Committee. The date on the resolution is the date it is passed;

e. A meeting of the Executive Committee may be held by conference call or electronic means. Executive Board Members who participate in this call are considered present for the meeting;

f. Irregularities or errors done in good faith do not invalidate acts done by any meeting of the Executive Committee.

#### 6.3.2.2. The Football Day Committee

a. Consists of an Executive Member, who is the Chairperson, and at least two (2) other Members of WDAFA appointed by the Board.

b. Is responsible for:

6.3.2.2.b.1. Organizing any and all entertainment for Football day;

6.3.2.2.b.2. Submitting a proposed budget to the WDAFA Board for approval at a General Meeting no less than one (1) month in advance;

6.3.2.2.b.3. Organizing a concession or food truck (or other food and drink options as approved by the WDAFA Board) to be available on Football Day;

6.3.2.2.b.4. Submit any and all invoices to the WDAFA Treasurer for payment within forty-eight (48) hours of receiving same;

6.3.2.2.b.5. Collect items for and coordinate a Silent Auction during Football Day;

6.3.2.2.b.6. Carrying out any and all other duties as required for a successful Football Day;

6.3.2.2.b.7. Ensure that the approved budget is followed and a report is given to the WDAFA Board at the next monthly General Meeting outlining the expenses and income for Football Day;

#### 6.3.2.3. The Banquet Committee

a. Consists of an Executive Member, who is the Chairperson, and at least two (2) other Members of WDAFA appointed by the Board.

b. Is responsible for:

6.3.2.3.b.1. Submitting a proposed budget to the WDAFA Board at least one (1) month prior to the scheduled Banquet date;



- 6.3.2.3.b.2. Book a venue and caterer at least three (3) weeks prior to the scheduled Banquet date;
- 6.3.2.3.b.3. Recommending prices for tickets for the Banquet to the WDAFA Board for approval minimum one (1) month in advance and sell and collect any monies for tickets for the Banquet, remitting any and all cash funds to the Treasurer within 48 hours of receipt of same;
- 6.3.2.3.b.4. Organize volunteers to set up and take down tables and chairs;
- 6.3.2.3.b.5. Submit all invoices to the WDAFA Treasurer within forty-eight (48) hours of receipt of same;
- 6.3.2.3.b.6. Ensure that the approved budget is followed and a report is given to the WDAFA Board, at the next monthly General Meeting, the expenses and income associated with the annual Banquet.

#### 6.3.2.4. The Disciplinary Committee

- a. Consists of an Executive Member, who is the Chairperson, and at least two (2) other Members of WDAFA appointed by the Board;
- b. is responsible for:
  - 6.3.2.4.b.1. Hear and make decisions on all WDAFA Code of Conduct complaints within fourteen (14) days of the scheduled General Meeting at which the Complaint or Appeal is presented;
  - 6.3.2.4.b.2. Submit decisions to the WDAFA Board at the following month's General Meeting and submit decisions within twenty-four (24) hours of the decision via email to the President for forwarding to the offending party(s).

#### 6.3.2.5. The Fundraising Committee

- a. Consists of the President, or delegate, who is the Chairperson, the Fundraising Coordinator (as appointed at the yearly AGM) and at least two (2) other Members of WDAFA appointed by the Board;
- b. is responsible for:
  - 6.3.2.5.b.1. Gathering, reviewing and submitting all potential fundraisers to the WDAFA Board for approval at the scheduled General Meeting during the month immediately preceding the start of the Spring and Fall Football seasons;
  - 6.3.2.5.b.2. Under the direction of the Fundraising Coordinator, head, submit and collect monies for each fundraiser. The Fundraising Committee may appoint a volunteer to head each fundraiser, but the Fundraising Coordinator must then ensure each fundraiser head is submitting all monies received to the Treasurer for deposit within forty-eight (48) hours of receipt of same, is submitting any invoices incurred associated with the fundraiser to the Treasurer for payment



within forty-eight (48) hours of receipt of same, and is creating a report for the fundraiser outlining all monies incoming and outgoing;

6.3.2.5.b.3. The Fundraising Coordinator is to collect all reports created from each fundraiser and amalgamate them together into a monthly “Fundraising Report”, which is then submitted to the WDAFA Board each month at the scheduled General Meeting;

6.3.2.5.b.4. The Fundraising Coordinator is responsible for ensuring that all fundraising commitments (as outlined in the WDAFA RPPs) are being met by members, and that in the event members are not completing their fundraising commitments that the Treasurer is instructed to cash the member’s deposit cheque at the end of each season.

## **7. Article 7 - Finance and Other Management Matters**

### **7.1. AUDITING & SIGNATORIES**

7.1.1. There must be an audit of the books, accounts, and records of the Society at least once each year. When the books are maintained by a volunteer Treasurer or staff person exclusively, a qualified accountant or two (2) qualified WDAFA Members appointed at each Annual General Meeting must do this audit prior to the end of the fiscal year. At each Annual General Meeting of the Society, the auditor, or appointed audit committee as applicable, submits a complete statement of the books for the previous year.

7.1.2. The fiscal year of WDAFA will be from January 1 to December 31.

7.1.3. The previous year’s budget shall guide expenditures from January to the AGM in any year.

### **7.2. Seal of the Society**

7.2.1. WDAFA shall not have an official Seal.

### **7.3. Cheques and Contracts of the Society**

7.3.1. All Executive Members of the WDAFA Board, are authorized to sign cheques and approve payables drawn on the monies of the Society. Two (2) signatures are required on all cheques and two (2) approvals are required on all E-Transfers sent from WDAFA’s general bank account. Staff may not sign reimbursement cheques or approve reimbursement E-Transfers payable to themselves.

7.3.2. All reimbursements to members of WDAFA are only to be paid if a motion has been made and approved during a General or Special meeting;

7.3.3. All contracts of the Society must be signed by two (2) of the Executive Members of the Board after a motion being made and passed at a scheduled General or Special Meeting.

### **7.4. The Keeping and Inspection of the Books and Records of the Society**



7.4.1. The Secretary is to keep a hard copy of the Minute Books, as well as to ensure there is a copy of all Meeting Minutes organized in a folder in the WDAFA Google Drive, and is required to record minutes of all meetings of the Members and of the Board.

7.4.2. The Secretary is to ensure the original Minute Books are kept at the Registered Office of the Society.

7.4.3. The Board is to keep and file all necessary books and records of the Society as required by the Bylaws, the Societies Act, or any other statute of laws.

7.4.4. The books and records of WDAFA may be inspected by any member at the Annual General Meeting provided for herein. Each member of the Board shall have access to such books and records at any duly constituted Board Meeting;

7.4.5. The Treasurer shall keep an up to date financial record of WDAFA, a copy of which shall be stored in the WDAFA Google Drive for the Board to access at any time. Other members of WDAFA shall have reasonable access to the financial records of WDAFA with a request made to the President via email.

#### 7.5. Borrowing Powers

7.5.1. The Society may borrow funds to meet its objects and operations only by a Special Resolution of the Society. A vote by Special Resolution of the WDAFA Board would be required for each request or proposal including, but not limited to the use of loans and credit cards.

#### 7.6. Payments

7.6.1. No Elected Executive Officer, Board Member or member of WDAFA will receive any remuneration for their services unless unanimously agreed by secret ballot vote at a duly constituted Board Meeting, after second reading give of such motion providing for the same.

7.6.2. Reasonable expenses incurred while carrying out duties of the Society may be reimbursed upon Board approval.

#### 7.7. Protection and Indemnity of Directors and Officers

7.7.1. Each Director or Officer holds office with protection from the Society. The Society indemnifies each Director or Officer against all costs or charges that result from any act done in his role for the Society. The Society does not protect any Director or Officer for acts of fraud, dishonesty, or bad faith.

7.7.2. No Director or Officer is liable for the acts of any other Director, Officer or employee. No Director or Officer is responsible for any loss or damage due to the bankruptcy, insolvency, or wrongful act of any person, firm or corporation dealing with the Society. No Director or Officer is liable for any loss due to an oversight or error in judgment, or by an act in his role for the society, unless the act is fraud, dishonesty, or bad faith.

7.7.3. Directors or Officers can rely on the accuracy of any statement or report prepared by the Society's auditor. Directors or Officers are not held liable for any loss or damage as a result of acting on that statement or report.





7.7.4. Insurance:

The Association will, at all times, maintain in force such director and officers liability insurance as may be approved by the Board.

**8. Article 8 - Meetings of the Society**

8.1. GENERAL MEETINGS

8.1.1. Due notice of any General Meeting will be given to all members of WDAFA via email, as well as posted on any social media and Websites used by WDAFA, at least ten (10) days in advance of the date of the meeting.

8.1.2. For the purpose of voting at General Meetings, each of the following shall be entitled to one vote:

8.1.2.1. All elected WDAFA Board Members;

8.1.2.2. All votes must be made in person or over the phone by that specific WDAFA Board Member and not by proxy.

8.1.2.3. The vote of the President at any duly constituted General Meeting will only be cast in the event of a tie vote.

8.1.3. A quorum for General Meetings shall consist of:

8.1.3.1. Fifty percent (50%) of all WDAFA Board Members as per 8.1.2 in good standing.

8.1.4. Participation via electronic means (over the phone or via video conference) shall constitute attendance.

8.1.5. Annual General Meeting (AGM)

8.1.5.1. The Annual General Meeting shall be held within 3 months of the last scheduled game of the fall football season in each calendar year;

8.1.5.2. The Agenda for the AGM shall be:

8.1.5.2.1. Call to Order

8.1.5.2.2. Approval of the Agenda

8.1.5.2.3. Verification of Quorum

8.1.5.2.4. Approval of the minutes of the last AGM and any other General meeting held since the last AGM.

8.1.5.2.5. President's Report

8.1.5.2.6. Approval of the Annual Plan & Budget

8.1.5.2.7. Auditors' Report

8.1.5.2.8. Appointment of Auditor for coming year.

8.1.5.2.9. Changes to the Bylaws

8.1.5.2.10. Other Business

8.1.5.2.11. Election of Executive Officers

8.1.5.2.12. Adjournment

8.1.6. Special Resolution Meetings may be called

8.1.6.1. At any time by the Board or President;



8.1.6.2. Upon receipt of a petition signed by thirty (30) members in good standing, which represents approximately  $\frac{1}{3}$  of registered participants in the WDAFA Organization for any given calendar year, the President must convene a Special Resolution Meeting. Such a petition must include the reasons for calling such a meeting, which will be included in the Notice of Meeting issued in accordance with these Bylaws.

8.1.6.3. Notice will go out to Members of the Association via email, all social media platforms used by WDAFA and on WDAFA's website, at least ten (10) days in advance of any Special Resolution Meeting;

8.1.6.4. The Agenda shall only consist of what the Special Resolution Meeting is being called for.

## 8.2. BOARD MEETINGS

8.2.1. Meetings of the Board shall be held:

8.2.1.1. At least once every six (6) weeks for General Meetings;

8.2.1.2. At least once per year for the purpose of the Annual General Meeting;

8.2.1.3. Other times where the President or the Executive needs direction on the Annual Plan;

8.2.1.4. Meetings of the Board shall be called by the President.

8.2.2. Due notice of any Board Meeting will be given to all WDAFA Members and elected Board Members of WDAFA via email, any social media platforms, as well as on the Association's Website, at least ten (10) days in advance of the date of the meeting.

8.2.3. Voting at Board meetings shall be as follows:

8.2.3.1. Each elected Board Member will be allowed one vote at General Board meetings;

8.2.3.2. All votes must be made in person or via electronic means and not by proxy;

8.2.3.3. The vote of the President at any duly constituted Board meeting will only be cast in the event of a tie vote on a motion before the Board;

8.2.4. A quorum for Board Meetings of WDAFA shall consist of :

8.2.4.1. For General meetings, at least fifty (50%) percent of elected Board Members;

8.2.4.2. For the AGM, at least sixty-six (66%) percent of the elected Board Members and at least ten (10) other members of WDAFA as set out in Article 4.1 above;

8.2.5. Participation via electronic means shall constitute attendance.

8.2.6. Each new item of business brought before the Board pertaining to the Rules, Policies and Procedures of WDAFA must be sent to the President for review before being voted on at the AGM a minimum of one (1) week prior to the scheduled date of the AGM;

8.2.7. The Board may, by majority vote of the elected Board Members present at a properly constituted Board meeting, institute any Policy, Directive, Regulation or Rule, which it deems necessary for the proper governance of the affairs and operations of the WDAFA, subject to the limitations of these Bylaws (see 9.1.6 above) and any direction given it by the membership at a properly constituted General Meeting of WDAFA.

8.2.8. General Meetings of the Board are open to all members of the association who are in good standing, but only Board Members may vote. Members are only permitted to participate in



a discussion when invited to do so by the Board. A majority of the Board Members present may ask any other Members, or other persons present, to leave.

8.2.9. Irregularities or errors done in good faith do not invalidate acts done by any meeting of the Board.

### 8.3. EXECUTIVE MEETINGS

8.3.1. The President or two (2) other members of the Executive shall call Executive Meetings as needed to ensure that the Executive can carry out the Annual Plan as presented at the AGM.

8.3.2. Summaries of all Executive Meetings shall be posted on the WDAFA website and filed in the appropriate folder on the WDAFA Google Drive, and thus be available to all Board Members.

## **9. Article 9 - Bylaws**

9.1. These Bylaws may be cancelled, altered or added to by a Special Resolution at any Annual General Meeting or Special Meeting of the Society.

9.2. The notice of the Annual General or Special Meeting of the Society must include details of the proposed resolution to change the Bylaws.

9.3. The amended bylaws take effect after approval of the Special Resolution at the Annual General Meeting or Special Meeting and accepted by the Corporate Registry of Alberta

9.4. Unless already provided for in other sections of stated Bylaws, the Board will have the authority to interpret any provision of these Bylaws that is contradictory, ambiguous, or unclear, provided such interpretation is consistent with the objects, mission, vision, and values of the Association.

9.5. These By-laws are not governed by the Arbitration Act of Alberta.

9.6. Unless already provided for in other sections of stated Bylaws, the Board will have the authority to interpret any provision of these Bylaws that is contradictory, ambiguous, or unclear, provided such interpretation is consistent with the objects, mission, vision and values of the Association.

## **10. Article 10 - Dissolution**

10.1. A "Special Resolution" to dissolve WDAFA may be made at any General Meeting providing notification of the dissolution is included in the Notice of the General Meeting, which will vote on such Special Resolution.

10.2. In the event that WDAFA is dissolved, all assets will be donated to a charity agreed upon by the Board, or transferred in trust to a municipality until such a time as the assets can be transferred from the municipality to a charitable organization or purposes approved by the current Board at a Board Meeting. The Board, for the purpose of selling or otherwise disposing of the assets of the society, appoints a liquidator.