



## GENERAL BYLAW

### BYLAW NO. 3

A BYLAW RELATING GENERALLY TO THE CONDUCT OF THE AFFAIRS OF  
CALGARY SOUTH WEST UNITED SOCCER ASSOCIATION  
("CSWU")

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## ARTICLE 1

### PREAMBLE

#### 1.1 Prior Bylaws

These Bylaws shall supercede and replace in their entirety the Bylaws of CSWU dated May 2010.

#### 1.2 CSWU

The name of the Society is Calgary South West United Soccer Association, which may also be known or referred to as CSWU or SWU.

#### 1.3 Bylaws

The following articles set forth the Bylaws of Calgary South West United Soccer Association.

## ARTICLE 2

### DEFINING AND INTERPRETING THE BYLAWS

#### 2.1 Definitions

In these Bylaws, the following words have these meanings:

2.1.1 "**Act**" means the *Societies Act* R.S.A. 2000, Chapter S-14 as amended, or any statute substituted

for it.

2.1.2 "**Annual General Meeting**" means the annual general meeting described in Article 6.1.

2.1.3 "**Board**" means the Board of Directors of CSWU.

2.1.4 "**Bylaws**" means the Bylaws of CSWU as amended.

2.1.5 "**Cedaridge**" means Cedar Ridge Soccer.

2.1.6 "**Director**" means any person elected or appointed to the Board.

2.1.7 "**Director of Coaching and Player Development**" means the person hired and supervised by

and reporting directly to, the Board as director of coaching and player development of CSWU.

2.1.8 "Executive **Committee**" means those officers described in Section 7.6.2a

2.1.9 "**Fish Creek**" means Fish Creek Soccer, a division of Fish Creek Sports Association.

2.1.10 "**Four Communities**" means Cedaridge, Fish Creek, Shawnee and SouthFour.

2.1.11 "**General Meeting**" means the Annual General Meeting or a Special General Meeting.

2.1.12 "**Good Standing**" means for:

Club Members, such person or family has one or more family members registered in a soccer program with CSWU, has paid when due (or other accommodation has been made for the payment of such fees consistent with CSWU's practices) its or their applicable fees to CSWU for such soccer program and has not been suspended in accordance with Section 5.6 hereof; Community Members, such member is in substantial compliance with its own bylaws, has paid when due its applicable membership fee, and has not been suspended in accordance with Section 5.6 hereof; and

Associate Members, such member has paid when due its applicable membership fee.

2.1.13 "**Members**" means those persons described in ARTICLE 5.



2.1.14 "**Officer**" means any Officer listed in Section 7.2.

2.1.15 "**Registered Office**" means the registered office for CSWU.

2.1.16 "**Register of Members**" means the register maintained by the Board of Directors containing the names of the Members of CSWU.

2.1.17 "Shawnee" means Shawnee Soccer.

2.1.18 "**SouthFour**" means South Four Soccer, a division of South Four Sports Association.

2.1.19 "**Special General Meeting**" means a special general meeting described in Article 6.2.

2.1.20 "**Special Resolution**" means:

a resolution passed at a General Meeting of the Members entitled to vote. There must be twenty-one (21) days' notice for such meeting. The notice must state the proposed resolution to be considered at such meeting. There must be approval by a vote of 75% of the Voting Members in attendance and who cast a vote;

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

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.

2.1.21 "**Technical Director**" means the person hired and supervised by and reporting directly to, the Board as technical director of CSWU.

2.1.22 "**Voting Member**" means a Member entitled to vote at the meetings of CSWU.

## **2.2 Interpretation**

The following rules of interpretation must be applied in interpreting these Bylaws.

2.2.1 Singular and Plural: the singular shall include the plural and vice-versa. Masculine shall include the feminine and vice-versa.

2.2.2 Headings are for convenience only. They do not affect the interpretation of these Bylaws.

2.2.3 Liberal Interpretations: These Bylaws shall be interpreted broadly and generously.

## **ARTICLE 3**

### **OBJECTS OF CSWU**

#### **3.1 Objects of CSWU**

3.1.1 The objects of CSWU are detailed in the Article of Incorporation.

## **ARTICLE 4**

### **AFFILIATION**

#### **4.1 CSWU Affiliations**

CSWU shall be affiliated with Calgary Minor Soccer Association (CMSA), Calgary Soccer Federation (CSF), Alberta Soccer Association (ASA) or any other soccer, sports or other association that the Board deems appropriate in order to advance the objects of CSWU.



## ARTICLE 5

### MEMBERSHIP

#### 5.1 Classification of Members

For the purposes of this ARTICLE 5, "family" shall be deemed to include legal guardians of a minor child.

##### 5.1.1 Categories of Members

There are three categories of Members:

Club Members;

Community Members; and

Associate Members.

##### 5.1.2 Club Members

To become a Club Member, an individual must be registered or have a child registered in a soccer program with the Club. Each family is entitled to one vote as a Club Member, regardless of the number of family members registered in a soccer program with CSWU.

##### 5.1.3 Community Members

As of the date of these bylaws, there are four (4) Community Members of CSWU, comprised of each of the Four Communities. Community Members may be added in accordance with Section 5.2.2.

##### 5.1.4 Associate Members

To become an Associate Members, such individual must be registered as a coach, assistant coach or manager with a soccer team of CSWU; an elected director of CSWU; a volunteer of CSWU with a named position; or such other individual as the Board may determine by majority vote.

#### 5.2 Admission of Members

##### 5.2.1 Club Members and Associate Members

Any individual or family may become a Club Member or an Associate Member by meeting the requirements set forth in Sections 5.1.2 or 5.1.4. The individual or family will be entered as a Member under the appropriate category in the Register of Members.

##### 5.2.2 Community Members

A community may be admitted as a Community Member on such terms and conditions as the Board may unanimously determine from time to time acting reasonably in all the circumstances, upon the affirmative vote of a majority of the Members present and entitled to vote at a General Meeting called for such purpose. Such vote shall require a Special Resolution.

#### 5.3 Membership Fees

##### 5.3.1 Setting Membership Fees

The Board decides annual membership fees for each category of Members. As at the date of these By-Laws, Club Member is the only category of Member required to pay a membership fee. Membership fees are non-refundable.



### 5.3.2 Payment Date for Fees

Club Members shall pay the annual membership fee once per calendar year concurrently with registration in a soccer program. The registration fee is valid for one calendar year, or until no member of a family remains registered in a CSWU soccer program.

## 5.4 **Rights and Privileges of Members**

5.4.1 Any Member in Good Standing is entitled to:

receive notice of meetings of the membership of CSWU;

attend any meeting of the membership of CSWU;

subject to Clause 5.4.2, speak at any meeting of the membership of CSWU; and

exercise other rights and privileges given to each category of Member, as applicable, in these Bylaws.

### 5.4.2 Voting Members

The only Members who can vote at meetings of CSWU are Community Members and Club Members in Good Standing and who are at least eighteen (18) years old at the time of the vote. Associate Members may attend, but not vote at, any General Meeting.

### 5.4.3 Number of Votes

A Voting Member is entitled to one (1) vote at a meeting of CSWU.

## 5.5 **Code of Conduct**

5.5.1 Members, Directors, Officers, employees and contractors of CSWU:

have an obligation to abide by the Bylaws, policies, practices and regulations of CSWU, including those of the Board and its subcommittees, and to act in a manner that is consistent with the best interests of CSWU as a whole and not in manner that (i) is; (ii) provides the potential for; or (iii) the appearance of, an opportunity for personal benefit at the expense of CSWU, wrongdoing or unethical conduct;

shall at all times conduct themselves with integrity and in a manner that upholds CSWU's reputation;

shall not use information gained as a result of being Members, Directors, Officers, employees or contractor of CSWU in a manner so as to disadvantage CSWU or provide an advantage to another organization providing similar services and opportunities; and

without limiting the generality of the foregoing, shall abide by CSWU harassment policy, as established from time to time, and shall not harass another Member by actions that include, but are not limited to, unwelcome remarks, invitations, social media contact, dissemination, posting or otherwise, gestures or physical contact that, whether direct or indirect or explicit, has the purpose or effect of humiliating, interfering with or creating an intimidating situation for that other Member. Racial, cultural, sexual or other discriminatory comments or actions will not be tolerated.

## 5.6 **Suspension of Membership**

5.6.1 Decision to Suspend

The Board, at a special meeting of the Board called for that purpose, may suspend a Member's membership (the "**Affected Member**") for one or more of the following reasons:

if the Member has failed to abide by the Bylaws or any other contravention of Clause 5.5;

if the Member has been disloyal to CSWU;

if the Member has disrupted meetings or functions of CSWU; or

if the Member has done, or failed to do something, resulting in harm to CSWU.



## 5.6.2 Notice to the Member

5.6.2.1 The Affected Member will receive written notice of the Board's intention to consider the suspension of such Affected Member. The Affected Member will receive at least fourteen (14) days notice of the special meeting of the Board.

5.6.2.2 The notice will be sent by single registered mail to the last known address of the Affected Member shown in the records of CSWU. The notice may also be hand-delivered by a Director or Officer.

5.6.2.3 The notice will state the reasons why suspension is being considered.

## 5.6.3 Decision of the Board

5.6.3.1 The Affected Member will have an opportunity to appear before the Board to address the matter. The Board, acting reasonably, may allow one other person to accompany the Affected Member.

5.6.3.2 The Board will determine how the matter will be dealt with, and may limit, acting reasonably, the time given to the Affected Member and his or her invitee, to address the Board.

5.6.3.3 The Board may exclude the Affected Member from the Board's discussion of the matter, including the deciding vote.

5.6.3.4 The decision of the Board is final.

## **5.7 Termination of Membership**

### 5.7.1 Resignation

5.7.1.1 Any Member may resign from CSWU by sending or delivering a written notice to the Secretary or President of CSWU.

5.7.1.2 Community Members must provide two (2) year's prior written notice before its resignation is effective, following which its name shall be removed from the Register of Members.

5.7.1.3 Club Members and Associate Members resignation is effective once the notice is received and the Club Member or Associate Member's name is removed from the Register of Members.

5.7.1.4 The Member is considered to have ceased being a Member on the date his or her name is removed from the Register of Members.

### 5.7.2 Death

The membership of a Member, if a person, is ended upon his or her death and if a corporation, society or other organized entity, upon the decision to dissolve such entity.

### 5.7.3 Expulsion

5.7.3.1 CSWU may, by Special Resolution at a special meeting of the Board called for such a purpose, expel any Member:

if a suspension pursuant to 5.6 has continued for more than six (6) months or if a Member has been suspended twice in two (2) years; or for any cause which in the opinion of the Board is required to protect the interests of the Members of CSWU.

5.7.3.2 Any decision to expel a Member is final.

5.7.3.3 On passage of the Special Resolution, the Secretary shall be directed to remove the name of the Member from the Register of Members on such date as the Board determines. The Member is considered to have ceased being a Member on the date his or her name is removed from the Register of Members and shall not be entitled to be a Member for at least one year from the date of such expulsion.



### **5.8 Transmission of Membership**

No right or privilege of any Member is transferable to another person. All rights and privileges cease when the Member ceases to be a Member, including upon resignation, death or expulsion from CSWU.

### **5.9 Continued Liability for Debts Due**

Although a Member ceases to be a Member, by death, resignation or otherwise, he, she or it remains liable for any debts owing by such Member to CSWU at the date of ceasing to be a Member.

### **5.10 Limitation on the Liability of Members**

No Member is, in his or her individual capacity, liable for any debt or liability of CSWU.

## **ARTICLE 6**

### **MEETINGS OF CSWU**

#### **6.1 The Annual General Meeting**

6.1.1 CSWU shall hold its Annual General Meeting no later than March 31 of each calendar year, in Calgary, Alberta. The Board shall set the place, day and time of the meeting.

6.1.2 The Secretary shall give notice by email or on the CSWU website of the Annual General Meeting. The notice shall state the place, date and time of the Annual General Meeting and any business requiring a Special Resolution.

##### 6.1.3 Agenda for the Meeting

The Annual General Meeting shall deal with the following matters:

adopting the agenda;

adopting the minutes of the last Annual General Meeting;

considering the President's report;

reviewing the financial statements setting out CSWU's income, disbursements, assets and liabilities and the auditor's report;

appointing the auditors;

electing the members of the Board; and

considering matters specified in the meeting notice.

##### 6.1.4 Quorum

Attendance by 20 Club Members plus 50% of the Community Members at the Annual General Meeting is a quorum.

#### **6.2 Special General Meeting of CSWU**

##### 6.2.1 Calling of Special General Meeting

The President will call a Special General Meeting within 60 days of receipt of:

a resolution of the Board of Directors to that effect; or

the written request of at least five (5) Directors. The request must state the reason for the Special General Meeting and the motion(s) intended to be submitted at the Special General Meeting; or

the written request of at least one-third (1/3) of the Voting Members. The request must state the reason for the Special General Meeting and the motion(s) intended to be submitted at each Special General Meeting.



### 6.2.2 Notice

The Secretary shall give notice by email or on the CSWU website at least twenty-one (21) days before the Special General Meeting. The notice shall state the place, date, time and purpose of the Special General Meeting.

### 6.2.3 Agenda for Special General Meeting

Only the matter(s) set out in the notice for the Special General Meeting are considered at the Special General Meeting.

### 6.2.4 Quorum

Attendance by 20 Club Members plus 50% of the Community Members at a Special Meeting is quorum, provided that if the Voting Members request a Special General meeting in accordance with Section 6.2.1 c, attendance by 40% of the Members requesting the Special General Meeting is a quorum.

## **6.3 Proceedings at the Annual or Special General Meeting**

### 6.3.1 Failure to Reach Quorum

The President shall adjourn the General Meeting if a quorum is not present within one-half (1/2) hour after the set time in the notice for the meeting. If adjourned, the meeting shall be rescheduled for seven (7) days later at the same time and place. If a quorum is not present within one-half (1/2) hour after the set time of the second meeting, the meeting will proceed with the Members in attendance and quorum shall be deemed to be achieved.

### 6.3.2 Presiding Officer

6.3.2.1 The President shall chair every General Meeting of CSWU. The Vice-President shall chair the meeting in the absence of the President.

6.3.2.2 If neither the President nor the Vice-President is present within one-half (1/2) hour after the set time for the General Meeting, the Members present shall choose one (1) of the Members to chair.

### 6.3.3 Adjournment

6.3.3.1 The chair may adjourn any General Meeting with the consent of the Members at the meeting. Any adjourned General Meeting shall only conduct the unfinished business from the initial meeting.

6.3.3.2 No notice is necessary if the General Meeting is adjourned for less than thirty (30) days.

6.3.3.3 CSWU must give notice when a General Meeting is adjourned for thirty (30) days or more. Notice must be made in accordance with Section 6.1.2.6.3.4 Voting

6.3.4.1 Each Voting Member has one (1) vote. A show of hands decides every vote at every General Meeting. A ballot is used if at least five (5) Voting Members request it.

6.3.4.2 The President does not have a second or casting vote in the case of a tie vote. If there is a tie vote, the motion is defeated.

6.3.4.3 A Voting Member may not vote by proxy. All votes shall be cast only by those present at a meeting.

6.3.4.4 A majority of the votes of the Voting Members present decides each issue and resolution, unless the issue requires a decision by Special Resolution.

6.3.4.5 The President shall declare a resolution carried or lost. This statement is final and does not have to include the number of votes for and against the resolution.

6.3.4.6 In the case of a vote by ballot, the President or the presiding chair may set the time, place and method for a ballot vote. The result of the ballot shall be a valid resolution of the General Meeting.





6.3.4.7 Members may withdraw their request for a ballot.

6.3.4.8 The President decides any dispute on any vote. The President decides in good faith and this decision is final.

#### 6.3.5 Failure to Give Notice of Meeting

Provided that reasonable efforts are made to comply with the notice requirements provided for in these Bylaws, no action taken at a General Meeting is invalid due to:

accidental omission to give any notice to any Member;

any Member not receiving notice; or

any error in any notice that does not omit pertinent information required to understand the business for the meeting.

## ARTICLE 7

### THE GOVERNMENT OF CSWU

#### 7.1 **The Board of Directors**

##### 7.1.1 Governance and Maintenance of CSWU

The Board governs and manages the affairs of CSWU. The Board may hire an Executive Director as a paid administrator to carry out management functions under the direction and supervision of the Board.

##### 7.1.2 Powers and Duties of the Board

Subject to the Act, the Board has the powers to do or cause to be done, any and all acts and things necessary, convenient or incidental to the accomplishment of the objects of CSWU. The powers and duties of the Board include but are not limited to:

promoting the objects of CSWU;

promoting membership in CSWU, including seeking new communities and individual members;

hiring employees and contractors to carry out the objects of CSWU, including the Technical Director and the Director of Coaching and Player Development;

regulating the duties and compensation of employees and contractors of CSWU;

maintaining and protecting CSWU's assets and property;

approving an annual budget for CSWU;

paying all expenses for operating and managing CSWU;

paying persons for services and protecting persons from debts of CSWU;

investing any extra monies in short-term, low-risk investment vehicles with a chartered bank or such other financial institution as the Board may determine from time to time;

borrowing funds up to \$50,000 in the aggregate without the approval of the Members;

making policies for managing and operating CSWU;

approving all contracts for CSWU;

maintaining all accounts and financial records of CSWU;

appointing legal counsel as necessary;

making policies, rules and regulations for operating CSWU and using its facilities and assets;

selling or disposing of any or all of the property of CSWU up to \$50,000 without the approval of the Members; and without limiting the general responsibility of the Board and in compliance

with the Act, delegating the powers and duties to the Executive Committee, the Executive



Director or a Committee of CSWU or such other person or persons as the Board may determine as appropriate in the circumstances.

#### 7.1.3 Composition of the Board

The Board shall initially consist of up to eight (8) Directors as follows:

one (1) appointee of each of the Community Members; and

up to four (4) additional Directors elected at the Annual General Meeting by the Voting Members.

#### 7.1.4 Qualification of Directors

##### 7.1.4.1 A Director of CSWU:

must be 18 years of age or older;

may not be affiliated with another soccer club in Calgary. For the purposes of this Clause 7.1 .

4.1(ii), "affiliated" means a board member, executive member or committee member of, another soccer club in Calgary; and

may not have been removed from the register of Members of CSWU within five (5) years of being appointed as a Director.

##### 7.1.4.2 Appointee of a Community Member

Each Community Member shall appoint a Director to the Board for the term, as applicable, set forth in Clause 7.1.5, as long as such appointee meets the qualifications set forth in Section 7.1.4.1.

#### 7.1.5 Election of the Directors

7.1.5.1 At the first Annual General Meeting of CSWU following the adoption of these Bylaws, the Voting Members shall elect the following Directors:

First, up to three (3) Directors, each serving a term that ends at the close of the first Annual General Meeting following the Annual General Meeting at which these Directors were elected. At the first meeting during which these bylaws are adopted, Fish Creek and SouthFour shall each appoint a Director for a one year term.

Second, up to three (3) Directors, each serving a term that ends at the close of the second Annual General Meeting following the Annual General Meeting at which these Directors were elected. At the first meeting during which these bylaws are adopted, Shawnee and Cedaridge shall each appoint a Director for a two year term; and

Third, up to two (2) Directors, each serving a term that ends at the close of the third Annual General Meeting following the Annual General Meeting at which these Directors were elected.

7.1.5.2 At each succeeding Annual General Meeting of the Board, Voting Members elect that number of directors who are at the end of their terms, and each such newly elected or re-elected Board member to serve a term that ends at the close of the second Annual General Meeting following the Annual General Meeting at which these Directors were elected.

7.1.5.3 Voting Members may re-elect or Community Members may re-appoint, any Director of the Board for a maximum of two (2), two-year consecutive terms. Once such two (2), two-year consecutive terms have been served, a person may be re-elected or reappointed to the Board, as applicable, after one year has passed since the end of such person's last term on the Board. The only exception to the restrictions set forth in this Clause 7.1.5.3, is the initial term of the Directors elected in accordance with Clause 7.1.5.1(iii).

#### 7.1.6 Resignation, Death or Removal of a Director

7.1.6.1 Any Director, including the President may resign from office by giving two (2) month's notice in writing. The resignation takes effect at the earlier of the end of the notice period, or on



the date the Board accepts the resignation. Any Director who misses four (4) meetings in each one year period between Annual General Meetings, without the written approval of the Board, will be deemed to have resigned effective immediately following the fourth missed meeting. For such approval the Director whose attendance is in question shall not be entitled to vote on any such approval.

7.1.6.2 Voting Members may remove any Director (whether elected or appointed) including the President in his or her capacity as a Director before the end of his or her term by Special Resolution at a Special General Meeting called for this purpose.

7.1.6.3 If there is a vacancy on the Board:

(i) other than a vacancy resulting from the resignation, death or removal of a Community Member's appointee, the remaining Directors may appoint a new Director who meets the qualifications set out in Section 7.1.4, to fill that vacancy for the remainder of the term of the Director who is being replaced; or

(ii) resulting from the resignation, death or removal of a Community Member's appointee, the Community Member may appoint a new Director who meets the qualifications set out in Section 7.1.4, to fill that vacancy for the remainder of the term of the Director who is being replaced.

#### 7.1.7 Meetings of the Board

7.1.7.1 The Board shall hold at least nine (9) meetings each year. Board meetings shall be held on the second Sunday of the month unless the President provides notice at least one week prior to the scheduled meeting of an alternate date or time for such meeting.

7.1.7.2 The President shall call the meetings. The President shall also call a meeting if any four (4) Directors make a request in writing and state the business of the meeting in writing.

7.1.7.3 Notice by telephone, email or fax shall be given at least five (5) days before the meeting, provided that a Board Member may waive notice.

7.1.7.4 A majority of the Directors present at any Board meeting is a quorum.

7.1.7.5 If there is no quorum, the President shall adjourn the meeting to the same time, place and day of the following week. At least five (5) Directors present at the subsequent meeting is a quorum.

7.1.7.6 Each Director has one (1) vote.

7.1.7.7 The President, in his or her capacity as a Director, does not have a second or casting vote in the case of a tie vote. A tie vote means the motion is defeated.

7.1.7.8 The Board may invite such Members to a Board meeting as it may determine, but only Directors may vote and address the meeting, unless the Board unanimously determines otherwise. A majority of the Directors present may ask any other Members but not another Director, to leave.

7.1.7.9 If all but not less than all Directors sign a written resolution, such resolution is as valid as one passed at any Board meeting. It is not necessary to give notice or to call a Board meeting. The date on the resolution is the date it is passed.

7.1.7.10 A meeting of the Board may be held by a conference call. Directors who participate in a meeting by conference call are considered present for the meeting.

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



## **7.2 Officers**

7.2.1 The Officers of CSWU are the President, the First Vice President, the Second Vice President, the Secretary and the Treasurer, and such other positions as the Board may determine from time to time.

7.2.2 At its first meeting after the Annual General Meeting, and in each subsequent year after the Annual General Meeting, the Board shall elect from among the Directors, all Officers for the following year.

## **7.3 Term of Officer tenure**

7.3.1 The Officers shall hold office until re-elected or until a successor is elected.

7.3.2 The President shall serve an initial term of two (2) years, and then may be re-elected for subsequent one (1) year terms thereafter. Each other Officer shall serve an initial term of one (1) year, and then may be re-elected for subsequent one (1) year terms thereafter.

## **7.4 Duties of the Officers of CSWU**

### **7.4.1 The President:**

supervises the affairs of the Board;  
when present, chairs all meetings of CSWU, the Board and the Executive Committee;  
is an ex officio member of all Committees;  
acts as the spokesperson for CSWU;  
chairs the Executive Committee; and  
carries out other duties assigned by the Board.

### **7.4.2 The First Vice President:**

presides at meetings in the President's absence;  
replaces the President at various functions when asked to do so by the President or the Board;  
is a member of the Executive Committee; and  
carries out other duties assigned by the Board.

### **7.4.3 The Second Vice President:**

presides at meetings in the case of both the President's and the First Vice President's absence.  
If the Second Vice-President is absent, the Directors elect a Chairperson for the meeting;  
replaces the First Vice President at various functions when asked to do so by the First Vice President, the President or the Board;  
is a member of the Executive Committee; and  
carries out other duties assigned by the Board.

### **7.4.4 The Secretary:**

is a member of the Executive Committee;  
attends all meetings of CSWU and the Board, provided that if the Secretary is absent the official presiding at such meeting shall appoint a secretary for the purposes of such meeting only;  
keeps or causes to be taken, circulated and retained, accurate minutes of these meetings;  
has charge of the Board's correspondence with the Membership;  
maintains or causes to be maintained, a record of names and addresses of all Members of CSWU;  
ensures that all notices of various meetings are sent;  
keeps the Seal of CSWU, as applicable;



files the annual return, changes in the Directors of the organization, amendments in the Bylaws and other incorporating documents with Alberta Corporate Registry; and carries out other duties assigned by the Board.

#### 7.4.5 The Treasurer:

shall possess the skills, knowledge and expertise sufficient to ensure the orderly accounting of the finances of CSWU;  
ensures that fees are collected;  
ensures that all monies paid to CSWU are deposited in a chartered bank, treasury branch or trust company chosen by the Board;  
ensures that a detailed account of revenues and expenditures is delivered to the Board monthly regardless of whether or not a meeting is convened;  
ensures that an audited statement of the financial position of CSWU is prepared and presented to the Annual General Meeting;  
chairs the Finance Committee of the Board;  
is a member of the Executive Committee;  
ensures all funds, securities and investments of CSWU are managed in accordance with the direction of the Board and in accordance with Section 7.1.2i; and  
carries out other duties assigned by the Board.

### **7.5 Board Committees**

#### 7.5.1 Establishing Committees

The Board shall establish the standing committees described in Section 7.6 and may establish such other committees from time-to-time to advise the Board as it deems necessary or expedient. The Board shall determine the terms of reference for each committee so established, such terms of reference to be reviewed periodically with each committee.

#### 7.5.2 General Procedures for Committees

A Board Member chairs each committee created by the Board.

##### 7.5.2.1 The chairperson calls committee meetings. Each committee:

records minutes of its meetings;  
distributes these minutes to the committee members and to the chairpersons of all other committees; and  
provides reports to the Board at the Board's request.

7.5.2.2 Notice of meetings shall be given by email upon two (2) days' notice to each member of the committee. The notice shall state the date, place and time of the committee meeting. Committee members may waive notice.

7.5.2.3 51% the committee members constitutes quorum for a meeting.

7.5.2.4 Each member of the committee, including the chairperson, has one (1) vote at the committee meeting. The chairperson does not have a casting vote in case of a tie.

### **7.6 Standing Committees**

7.6.1 The Board shall establish the following standing committees:

Executive Committee;  
Finance Committee;  
Grass Roots Committee; and  
Technical Committee;

#### 7.6.2 The Executive Committee:

a. consists of the President, the First Vice President, the Second Vice President, the



Secretary and the Treasurer.

b. is responsible for:

planning agendas for Board meetings;

carrying out emergency and unusual business between Board meetings;

reporting to the Board on actions taken between Board meetings;

carrying out other duties as assigned by the Board.

c. Shall meet at least nine (9) times each year. The meetings are called by the President or on the request of any two (2) other Officers made in writing to call a meeting together with the business such Officers would like considered at such meeting.

d. Decisions of the Executive Committee shall be made by a majority vote, provided that in the event of a tie, the President shall have a casting vote.

e. A meeting of the Executive Committee may be held by conference call. Officers who participate in this call are considered present for the meeting.

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

g. An Officer may waive formal notice of a meeting.

#### 7.6.3 The Finance Committee:

Consists of the Treasurer, who is the Chairperson, and three (3) other Members appointed by the Board. The Finance Committee may engage the services of a non-Member with certain required expertise to participate in the business of the Finance Committee, provided that such non-Member will not have a vote in Finance Committee matters.

Is responsible for:

recommending budget policies to the Board;

investigating and making recommendations to the Board for acquiring funds and property;

recommending policies on disbursing and investing funds to the Board;

establishing policies for Board and committee expenditures;

providing monthly financial updates to the Board;

arranging the annual audit of the books by an appropriately qualified person who is not a Board member or a member of the Finance Committee;

preparing budgets for Board approval;

reporting on the year's activities at the Annual General Meeting; and

carrying out other duties assigned by the Board.

#### 7.6.4 The Grass Roots Committee:

Consists of the Board appointees of each Community Member, the Chairperson of the Technical Committee and such other Members as the Board may determine from time to time.

Is responsible for implementing, maintaining and improving the Grass Roots program as set out in the CSWU Grass Roots Programs and Policies, as amended from time to time.

#### 7.6.5 The Technical Committee:

a. Consists of

(1) a Board member, who shall be the Chair;

the Chairperson of the Grass Roots Committee; and

up to three (3) other Members selected by the Chair.

b. Shall be advised by the Technical Director and the Director of Coaching and Player Development of CSWU provided that neither the technical director nor the director of coaching shall have a vote in Technical Committee matters. The Technical Director and Director of



Coaching and Player Development shall at the request of the Technical Committee, attend all meetings of the Technical Committee, provided that neither the Technical Director nor the Director of Coaching and Player Development shall have a vote at any such meeting.

c. Is responsible for implementing, maintaining and improving the Technical program as set out in the CSWU Technical Programs and Policies, as amended from time to time.

#### **7.7 The Executive Director**

7.7.1 The Board may hire an Executive Director to carry out assigned administrative duties and such other staff as it may determine from time-to-time as required to effectively and efficiently fulfill the objects of CSWU referred to in ARTICLE 3.

7.7.2 The Executive Director reports to the President and is responsible to the Board, and acts as an advisor to the Board and to all Board Committees. The Executive Director does not vote at any meeting.

7.7.3 The Executive Director shall act as the administrative officer of the Board in:  
attending board, and other meetings, as required;  
at the direction of the Board, hiring, supervising, evaluating and releasing all other paid staff, but for certainty, excluding in respect of the Technical Director and the Director of Coaching and Player Development;  
interpreting and applying the Board's policies;  
keeping the Board informed about the affairs of CSWU;  
planning programs and services based on the Board's priorities; and  
carrying out other duties assigned by the Board.

## **ARTICLE 8**

### **FINANCE AND OTHER MANAGEMENT MATTERS**

#### **8.1 The Registered Office**

The Registered Office of CSWU is located at 11024 Oakfield Dr. SW in the City of Calgary, Alberta. The Registered Office may be changed by resolution of the Board.

#### **8.2 Finance and Auditing**

8.2.1 The fiscal year of CSWU ends on November 30 of each year.

8.2.2 There must be an audit of the books, accounts and records of CSWU at least once each year conducted in accordance with the Act. At each Annual General Meeting of CSWU, the person appointed to conduct the audit shall submit an audit report for the previous year.

#### **8.3 Seal of CSWU**

8.3.1 The Board may adopt a seal as the Seal of CSWU.

8.3.2 The Secretary has control and custody of the seal, unless the Board decides otherwise.

8.3.3 The Seal of CSWU can only be used by Officers authorized by the Board. The Board must pass a motion to name the authorized Officers for such purposes.

#### **8.4 Cheques and Contracts of CSWU**

8.4.1 All contracts for the benefit of, and/or which impose any obligation on, CSWU shall be entered into in the name of "*Calgary South West United Soccer Association*".



8.4.2 Any two (2) Officers shall sign all cheques drawn on the monies of CSWU. In the event of a personal conflict of interest, an Officer shall not be authorized to sign a cheque related thereto.

8.4.3 All contracts of CSWU must be signed by two Officers or one Officer and any other person authorized to do so by resolution of the Board.

### **8.5 The Keeping and Inspection of the Books and Records of CSWU**

8.5.1 The Secretary shall maintain at the Registered Office of CSWU, a full and complete copy of the Minute Book of the Society, including a full set of minutes and resolutions of all meetings of the Members, the Board and the Executive Committee, in compliance with the Bylaws, the Act and any other applicable statute or law.

8.5.2 A Member wishing to inspect the books or records of CSWU must give reasonable notice in writing to the President or the Secretary of CSWU of his or her intention to do so.

8.5.3 Unless otherwise permitted by the Board, such inspection will take place only at the Registered Office, or other regular business premises operated by CSWU, during normal business hours and in a reasonable timeframe.

8.5.4 All financial records of CSWU are open for such inspection by the Members.

8.5.5 Other records of CSWU are also open for inspection, except for records that the Board designates as confidential.

### **8.6 Borrowing Powers**

8.6.1 CSWU may raise funds to meet its objects referred to in ARTICLE 3 and in accordance with the powers and duties of the Board set out in Section 7.1.2 pursuant to which the Board shall determine the amounts and manner to raise money, and shall be entitled to give or grant security in furtherance thereof.

8.6.2 CSWU may issue debentures to borrow only by resolution of the Board confirmed by a Special Resolution of CSWU.

### **8.7 Payments**

8.7.1 No Member, Director or Officer of CSWU receives any payment for his or her services as a Member, Director or Officer.

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

### **8.8 Protection and Indemnity of Directors and Officers**

8.8.1 Each Director or Officer holds office with protection of CSWU. CSWU indemnifies each Director or Officer against all costs or charges that result from any act done in his or her role for CSWU. CSWU will maintain insurance for the benefit of its directors and officers, provided that CSWU does not protect any Director or Officer in the event of fraud, dishonesty, or bad faith.

8.8.2 No Director or Officer is liable for the acts of any other Director, Officer or employee of CSWU. 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 CSWU. No Director or Officer is liable for any loss due to an oversight or error in judgment, or by an act or omission in his or her role for CSWU, unless the act or omission is fraudulent, dishonest or made in bad faith.

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





## ARTICLE 9

### AMENDING THE BYLAWS

9.1.1 These Bylaws may be cancelled, altered or added to by a Special Resolution at any Annual

General or Special General Meeting of CSWU.

9.1.2 Any proposed resolution to change the Bylaws shall be included in the notice of the Annual General or Special General meeting of CSWU at which such proposal is presented.

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

## ARTICLE 10

### DISTRIBUTING ASSETS AND DISSOLVING CSWU

10.1.1 CSWU does not pay any dividends or distribute its property among its Members.

10.1.2 If CSWU is dissolved, any funds or assets remaining after paying all debts are paid to each of the Community Members at the time of dissolution, in equal proportions.

## ARTICLE 11

### MISCELLANEOUS

11.1.1 Severability

The invalidity or unenforceability of any provision of this by-law shall not affect the validity or enforceability of the remaining provisions of this by-law.



MADE by the Board the **29th** day of **MAY**, 2014.

President

CONFIRMED by the Members in accordance with the *Societies Act*, the **29th** day of **MAY**, 2014.

President

Secretary