



# SUDBURY SYNCHRO SWIM CLUB

BY-LAWS

Recommended for ratification by a Special Resolution vote of the  
Members at the AGM November 5, 2019

The name of the Club shall be the Sudbury Synchro Swim Club, hereinafter referred to as the "Club".

The mailing address of the Club shall be:

P.O. Box 1412

Station B

Sudbury, ON

P3E 5K2

### **Mission Statement**

Enhance the physical, social and emotional development of our athletes through, participation in artistic swimming as a team sport and develop programs to meet the needs of athletes with varied levels of ability and commitment.

## **Believe and Achieve!**

### **Objectives**

The objectives of the Club shall be to:

- promote, teach, foster, encourage and improve synchronized swimming in Sudbury in accordance with the Constitution and under the regulations prescribed by Ontario Artistic Swimming (OAS);
- protect the mutual interests of its members;
- encourage the development of synchronized swimming coaching in Sudbury;
- support and promote a competitive program, novice competitive and recreational program to support the goal of increasing the numbers of swimmers in Sudbury;
- promote good fellowship, sportsmanship, loyalty, commitment and respect;
- provide well qualified coaches to its Members;
- emphasize family involvement and volunteerism.

### **Our Programs**

The Club will provide the following programs, to be registered with Ontario Artistic Swimming (OAS) and Canada Artistic Swimming (CAS):

- Competitive;
- Novice Competitive;
- Recreational;
- Masters/Adult;
- Others as determined by the Club.

## **By-laws**

### **ARTICLE 1 - GENERAL**

#### **1.1 Definitions**

In this by-law:

- i. "Executive" means the board of directors of the Club;
- ii. "Club" means the Sudbury Synchronic Swim Club;
- iii. "By-laws" mean this by-law and all other by-laws of the Club;
- iv. "Chair" means the President of the Executive or designate, who is leading the Meeting;
- v. "Constitution" means the Constitution of the Club comprising a statement of the Club's Mission and Objectives;
- vi. "Director" means an individual occupying a position on the Club Executive; and
- vii. "Member" means a member of the Club.

#### **1.2 Amendment of By-laws**

These By-laws may only be amended, revised, repealed or added to by a two-thirds affirmative vote of the Members present at a duly called Member meeting.

#### **1.3 Severability**

The provisions of this By-law are severable. If any provision is found to be invalid, or unenforceable, the remaining provisions shall not as a result be invalidated.

#### **1.4 Ratification**

These by-laws were ratified by a Special Resolution vote of the Members of the Club at a meeting of Members duly called and held on November 5, 2019.

#### **1.5 Repeal of Prior By-Laws**

In ratifying these By-laws, the Members of the Club repeal all prior By-laws of the Club provided that such repeal does not impair the validity of any action done pursuant to the repealed By-laws.

### **ARTICLE 2 - MEMBERSHIP**

#### **2.1 Categories**

Club membership categories are:

- i. Competitive Athlete Member;
- ii. Novice Competitive Athlete Member;

- iii. Athlete Parent Member;
- iv. Honorary Member; and
- v. Participant

## **2.2 Description of Membership Categories**

- i. *Competitive Athlete Member* – An athlete who participates in synchronized swimming with the intent of training for and entering a competition at a Regional, Provincial, National or International level;
- ii. *Novice Competitive Athlete Member* – An athlete who participates in synchronized swimming at the novice competitive level with the intent of training for and entering a competition at a Regional or Provincial level;
- iii. *Athlete Parent Member* – A parent or legal guardian of a Competitive or Novice Competitive Athlete Member, or any other person in a custodial role such as a custodial stepparent;
- iv. *Honorary Member* – An individual whom the Executive has determined has contributed or would contribute greatly to the development and promotion of the Club; and
- v. *Participant* – An athlete who participates in recreational synchronized swimming including an athlete who participates in recreational or adult/masters synchronized swimming.

## **2.3 Conditions of Athlete Membership**

Conditions of membership for Competitive and Novice Competitive Athlete Members and Participants are:

- i. A completed registration form;
- ii. Payment of membership dues;
- iii. To be a Member in good standing, where the candidate member is currently or was at any time previously a Member;
- iv. Each Athlete Member under the age of eighteen (18) shall have one vote exercised by a parent/guardian.

## **2.4 Conditions of Athlete Parent Membership**

Conditions of membership for an Athlete Parent Member are:

- i. Acceptance of a child as a Competitive or Novice-Competitive Athlete Member;
- ii. These members will become part of the Parents Advisory Committee (PAC) with each Athlete Member under the age of eighteen (18) having a maximum of one vote exercised by a parent/guardian.

## **2.5 Conditions of Honorary Membership**

Conditions of membership for an Honorary Member are:

- i. Approval of the Executive.

## **2.6 Good Standing Defined**

A Member will be in “good standing” provided the Member:

- i. Has complied with the Constitution, By-laws and corporate policies and rules;
- ii. Has completed and submitted all required documents;
- iii. Has made all required payments;
- iv. Has complied with articulated rules and conduct;
- v. Has not participated in misappropriation/misrepresentation of the Club or Club funds;
- vi. Is not subject to a disciplinary action or investigation by the Club, or if subject to disciplinary action previously, has satisfied all conditions;

all to be determined by the Executive.

## **2.7 Membership Duration and Fees**

Unless otherwise determined by the Executive, the members’ year of the Club will be July 1 to June 30. Members will re-apply annually.

## **2.8 Terminating Membership**

Membership will terminate immediately upon:

- i. Expiration of the Member’s annual membership, unless renewed in accordance with these By-laws;
- ii. Where a candidate member is denied new or renewed membership, written reasons will be provided;
- iii. The Executive may suspend or revoke membership that is not in good standing. The Member will be given a reasonable opportunity to respond to the Executive’s notification. The Executive, upon considering the Member’s response, if any, may suspend or revoke membership. The Executive will provide written reasons to the Member. A Member may not resign from the Club when the Member is subject to disciplinary investigation or action by the Club; or
- iv. A Member may resign his or her membership by giving written notice to the Executive. The Member’s resignation will become effective the date on which the request is approved by the Executive. The resigned Member remains liable for any non-payment of money incurred before resignation.

Members that cease to be in good standing, as determined by the Executive or a Disciplinary Panel, will not be entitled to vote at meetings of the Members or be entitled to the benefits and privileges or

membership until such time as the Executive is satisfied that the Member has met the definition of good standing.

### **ARTICLE 3 – MEMBER MEETINGS**

#### **3.1 Athlete Parent Member Meetings**

Parents Advisory Council consists of all Members meeting the Athlete Parent Membership category. Meetings will be held as follows:

- i. Annual General Meeting - Fall (September/October) – To occur as close to the beginning of the season as possible, to review the previous season, introduce the new season, and to conduct the business of the Club, including consideration of the previous season’s financial statements and the budget for the current season, including the confirmation of fees;
- ii. Winter (January/February) – To conduct the business of the Club;
- iii. Spring (April/May); and
- iv. Special General Meetings.

#### **3.2 Annual General Meeting**

The Annual General Meeting will be held within fifteen (15) months of the last Annual General Meeting, and will include the following on the agenda:

- i. Approval of the agenda;
- ii. Approval of the minutes of the previous Annual General Meeting and any subsequent Special General Meetings;
- iii. Consideration of the financial statements;
- iv. Directors’ reports;
- v. New Directors elected;
- vi. Other business; and
- vii. Adjournment

A minimum of two weeks (14 days) notice must be provided to all members of the Club with an agenda to be provided seven (7) days prior to the meeting.

#### **3.3 Special General Meeting**

A Special General Meeting of Members may be called at any time upon the written request of not less than one-tenth of the voting members or upon the call of the President or the Executive.

### **3.4 Chair of the Meeting**

The President will Chair all member meetings. The President will designate another Director as Chair in the event of his or her absence.

### **3.5 Notice to Members**

Written notice of Member meetings will be provided via email to Members at least fourteen (14) days before the meeting. Notice will include a proposed agenda and reasonable information to allow Members to make informed decisions, and will identify the date, time and location of the meeting as determined by the Executive.

- i. Athlete Parent Members will receive notice of Member Meetings;
- ii. An Honorary Member will receive notice of Member Meetings;
- iii. Competitive and Novice Competitive Athlete Members will not receive notice of Member Meetings unless they are greater than eighteen (18) years of age; and
- iv. Participants will not receive notice of Member Meetings.

### **3.6 Agenda**

Members may request to include any item on the agenda at any meeting by providing the Executive with no less than seven (7) days' notice of the item or upon the sole discretion of the President or designate.

### **3.7 Quorum**

Ten (10) Parent Athlete Members entitled to vote at a meeting, present and not by proxy, will constitute a quorum.

### **3.8 Voting Rights**

Members will have the following voting rights at all Member meetings:

- i. One (1) Parent Athlete Member for each Athlete Member may vote at each meeting;
- ii. Competitive Athlete Members may not vote unless they are eighteen (18) years of age or older;
- iii. An Honorary Member may not vote; and
- iv. Participants may not vote.

### **3.9 Proxy Voting**

No proxy votes shall be permitted.

### **3.10 Decisions**

Decisions at Member meetings will be made by resolution or motion.

### **3.11 Ordinary Resolution**

Voting shall be by a show of hands except that if requested by one (1) Member, voting shall be by ballot. Ballots will be counted by 2 appointed Executive Members.

A majority of hands shown or ballots cast at a Member meeting will be required to pass a resolution or motion. The Chair of the meeting has a second vote in case of a tie.

### **3.12 Closed**

Member Meetings are closed to the public except upon invitation of the Executive.

## **ARTICLE 4 - GOVERNANCE**

### **4.1 Composition of the Executive**

The Executive will consist of a maximum of nine (9) Directors elected or appointed as follows:

- i. President;
- ii. Vice President;
- iii. Secretary;
- iv. Treasurer;
- v. Registrar; and
- vi. Up to four (4) Directors to be determined by the Executive.

### **4.2 Duties of the Executive**

- i. Establish/amend the Club Mission, Vision, Values and Objectives and monitor progress towards desired results;
- ii. Manage the financing and operation of the Club according to the purpose and objectives of the Constitution and By-laws, consistent with the Ontario Artistic Swimming.
- iii. Make and update Club policies and procedures and present relevant changes at the AGM.
- iv. Coordinate and oversee additional Committees as determined necessary to fulfil the required roles of the Club.
- v. Contract, and define compensation for contract coaches.
- vi. Prepare and recommend a budget for each fiscal year.
- vii. Determine membership dues annually.



- viii. Review and approve programs and activities of the Club to achieve the Club's Mission and Objectives.
- ix. Appoint committee chairpersons as necessary for the administration of the Club.

#### **4.3 Duties of all Directors**

- i. Act honestly and in good faith with a view to the best interest of the Club; and
- ii. Exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- iii. Attend all Executive meetings or provide advanced notice if unable to attend.

#### **4.4 Duties of the President**

The President will chair all meetings of the Club including Member and Executive meetings; will represent the Club in the community; will have general supervision over the affairs of the Club; and will perform such other duties as may be required by law or as the Executive may determine.

#### **4.5 Duties of the Vice President**

The Vice President will chair the meetings when the president is absent, attend all Executive meetings; will represent the Club in the Community; and will perform such other duties as may be required by law or as the Executive may determine.

#### **4.6 Duties of the Vice President II**

The Vice President II will assist the President and the Vice President as requested while learning how the Club functions by attending all Executive meetings; will represent the Club in the community; and will perform such other duties as may be required by law or as the Executive may determine.

#### **4.7 Duties of the Treasurer**

The Treasurer will keep record of all receipts and disbursements of the Club; will deposit and disburse funds as directed by the Executive; will provide the Executive with a monthly account of the financial position of the Club; will present the past season Financials and budget to the PAC at the AGM; advise the Executive on financial matters; and will perform such other duties as may be required by law or as the Executive may determine.

#### **4.8 Duties of the Secretary**

The Secretary will maintain the records of the Club; take minutes at meetings; give notice to Directors and Members of meetings; and will perform such other duties as may be required by law or as the Executive may determine.

#### **4.9 Duties of the Registrar**

The Registrar will register all Athlete Members, Participants and Executive Members in the Registration System as per the Ontario Artistic Swimming requirements and coordinate payment to Ontario Artistic Swimming; sanction all watershows, competitions and special events as per OAS requirements; register all Athlete Members for the required competitions with all attempts to avoid any penalties or late fees.

#### **4.10 Duties of other Directors**

The duties of all other Directors of the Executive shall be such as the terms of their engagement call for or the Executive requires of them.

#### **4.11 Election of Directors**

For transition purposes, no more than half of the Directors will be elected each year. These Directors shall be elected at the Spring Meeting with one Director position to remain open to a new parent to be appointed in the Fall of each season who will assume the Vice President II position. For transition purposes, the following rule should be followed:

1. Treasurer and President will not be changed in a single season;
2. No more than half of the Directors should be changed in a single season.

At least thirty (30) days prior to the Spring Meeting, a 'Call for Nominations' will be issued. The 'Call for Nominations' will state the method that the nominations are to be made, the requirements for the position, and the deadline for submission which will be no later than fourteen (14) days prior to the AGM.

Valid nominations will be circulated to Members prior to the Election.

#### **4.12 Term**

An elected Director will hold office for two (2) years. The Executive may change a Director's term or the year of election in Section 4.7 to achieve the staggered election schedule objectives.

#### **4.13 Nomination Procedures**

The Executive may create nomination procedures to be followed in electing Directors.

#### **4.14 Eligibility**

An Athlete Parent Member or Honorary Member is eligible to be elected a Director if he or she:

- i. Is at least 18 years old;
- ii. Is mentally competent;
- iii. Is a Member in good standing;
- iv. Has a police background check and/or a declaration should the position require (President, Treasurer, Registrar and Athlete Coordinator);
- v. Is not bankrupt or insolvent.

#### **4.15 Vacate Office**

A Director will cease to be a Director immediately upon:

- i. Being found by a court to be mentally incompetent;
- ii. Being found by the Executive to be not in good standing;
- iii. Violating the Club Conduct Policy (as adopted from OAS);
- iv. Becoming bankrupt or insolvent;
- v. Failing, without reasonable excuse, to attend two (2) consecutive Member meetings, or any four (4) meetings including Member and Executive meetings, in any twelve month period; or
- vi. Death

#### **4.16 Resignation**

A Director may resign from the Executive at any time by presenting his or her notice of resignation in writing to the Executive. This resignation will become effective the date on which the request is approved by the Executive.

#### **4.17 Removal by Members**

A Director may be removed from office by a majority of the votes cast by the Members present at a meeting called for that purpose. The notice of meeting will be given to the Director affected and will include the grounds for the proposed removal of the Director. The Director affected may attend and speak at the meeting but may not vote.

#### **4.18 Filling a Vacancy on the Executive**

Where a Director's position becomes vacant for whatever reason, the Executive may appoint an eligible Member for the remainder of the vacated term. Members will be asked to ratify the appointment of the new Director at the next Member meeting.

#### **4.19 Executive Meetings**

The Executive will meet at a minimum of once every two months between September and May at a time and place, and upon such notice, as determined by the Executive. Meetings need not take place in person but may use technology available to communicate as determined by the Executive.

No formal notice of such meetings shall be necessary if all the Directors are present, or if those absent have signified their consent to the meeting being held in their absence.

#### **4.20 Quorum**

Quorum for a Executive meeting shall be 50% +1 and shall not be by proxy.

#### **4.21 Voting**

Each Director is entitled to one vote with the exception of the President. The President will only cast a vote in the event of a tie, where he/she may cast the deciding vote. Voting will be by a show of hands unless a majority of Directors present request a secret ballot.

#### **4.22 Decisions**

Decisions at Executive meetings will be made by resolution or motion.

#### **4.23 Ordinary Resolution**

A majority of the votes cast at a Executive meeting will be required to pass a resolution or motion.

#### **4.24 Closed**

Executive meetings are closed to Members and the public except upon invitation of the Executive.

#### **4.25 Remuneration**

Directors will not be paid any remuneration for carrying out their duties, other than being reimbursed for reasonable and necessary expenses incurred by them, as determined by the Executive, except such costs, charges or expenses as are occasioned by his/her own willful neglect or default.

#### **4.26 Conflict of Interest**

A Director who has a direct or indirect interest in any contract or proposed contract with the Club will:

- i. Declare his or her interest at the first Executive Meeting after which he or she became aware of the interest;
- ii. Request that the minutes of the meeting record the declaration; and
- iii. Not vote on any resolution or motion concerning the contract or proposed contract and will not participate in any further discussion. Other Directors may require the Director to leave during the discussion and vote.

#### **4.27 Indemnification**

The Club will indemnify and hold harmless out of the funds of the Club each Director, their heirs, executors and administration from and against any claim that may arise or be incurred as a result of occupying the position or performing the duties of a Director. The Club will not indemnify a Director or any other person for acts of fraud, dishonesty or bad faith.

The Club will not indemnify a Director or any individual who acts at the Club's request in similar capacity for acts of fraud, dishonesty, bad faith, breach of any statutory duty or responsibility imposed upon him or her. For further clarity, the Club will not indemnify an individual unless:

- i. The individual acted honestly and in good faith with a view to the best interests of the Club; and
- ii. If the matter is a criminal or administrative proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that his or her conduct was lawful.

#### **4.28 Directors' Liability Insurance**

The Club will, at all times, maintain Directors and Officers Liability Insurance through OAS.

### **ARTICLE V - COMMITTEES**

#### **5.1 Committees of the Executive**

The Executive may appoint such committees as it deems necessary for managing the affairs of the Club and may appoint members of committees or provide for the election of members of committees, may prescribe the duties of committees, and may delegate to any committee any powers, duties, and functions except where prohibited by the Constitution or these By-laws.

#### **5.2 Removal**

The Executive may remove any member of any Committee or any Committee.

#### **5.3 Financial Obligations**

All expenses of the Committees must receive approval from the Executive. No Committee will have the authority to incur debts in the name of the Club.

### **ARTICLE VI – FINANCIAL AFFAIRS**

#### **6.1 Fiscal Year**

The fiscal year of the Corporation will be July 1 to June 30, unless otherwise determined by the Executive.

#### **6.2 Banking**

The Corporation's banking will be conducted at a financial institution as determined by the Executive.

#### **6.3 Signing Authority**

At minimum, the Treasurer and President two (2) shall have signing authority for financial transactions, other directors may be appointed with signing authority as per the Executive. All financial transactions shall require two signatures.

#### **6.4 Signing Agreements**

The Executive may direct any person to sign specific agreements on behalf of the Club. Absent such direction, two (2) Directors, one of which will be the President, Vice President, Treasurer, or Secretary, will sign agreements.

### **ARTICLE VII - DISSOLUTION**

#### **8.1 Dissolution**

Upon dissolution of the Club and after payment of all its debts and liabilities, its remaining property shall be distributed to a charitable organization or organization whose objects are beneficial to the community.