



# CONSTITUTION

Grimsby Town Youth Soccer Club

ESTABLISHED IN 1973

Approved: October 11, 2018

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### 1. Name

1.1 The organization is incorporated without share capital in Ontario, Canada as Ontario Corporation No. 000540949. The organization shall be known as "Grimsby Town Youth Soccer Club Inc.", "Grimsby Town Youth Soccer Club" or "GTYSC" and hereafter be referred to as "The Club" with headquarters in Grimsby, Ontario.

1.2 The Club shall be affiliated with Ontario Soccer (O.S.) and the Niagara Soccer Association (N.S.A.).

1.3 The Club shall abide by the published rules of O.S. and the N.S.A.

1.4 The Corporate colours of the GTYSC shall be green and yellow.

## 2. Objectives

2.1 It is the objective of The Club to promote, develop and govern soccer in the Town of Grimsby.

## 3. Membership

3.1 An active member is a person:

(a) who has participated in The Club in the past (3) three years in any capacity including parent(s) or guardian of a player registered with The Club; or

(b) who has participated in The Club previously in any capacity including parent(s) or guardian of a player registered with The Club, and who has been a match official for at least 3 games at a Grimsby field location in the immediately preceding season.

3.2 Any active member who has reached the age of (16) sixteen years may vote at the Annual General Meeting (AGM) or Special General Meeting.

## 4. Management of the Club

4.1 The business of The Club shall be conducted by a Board of Directors consisting of an odd number of not less than five (5) members with voting privilege.

4.2 The Directorship will assume overall responsibility for the prudent day-to-day management of the Club.

4.3 The Directorship shall at a minimum be comprised of the following positions:

- a) President;
- b) Vice President;
- c) Secretary;
- d) Treasurer;
- e) Immediate Past President.

4.4 The Directorship shall also ideally include the following positions:

- a) Head Match Official;
- b) Head Coach;
- c) Sponsorship and Equipment Coordinator;
- d) Recreational House League Convener;
- e) Travel Convener;
- f) Soccer School Fundamentals Convener;
- g) Adult Soccer Convenor(for Ladies and Men); and
- h) Administrator, who is an appointed, non-voting attendee of the Board of Directors meetings.

4.5 The fiscal year end for The Club shall be September 30<sup>th</sup>.

4.6 Expenditures for capital cost assets or other extraordinary expense exceeding twenty-five (25%) percent of the previous year's annual operating budget must be approved at a Special or Annual General Meeting of the club membership.

4.7 The Board of Directors shall ensure that:

- a) All youth players have reasonably equal opportunity for play.
- b) Youth players shall not subsidize adults and vice versa.

4.8 The conduct of Annual and Special General Meetings and Regular board meetings shall be guided by Robert's Rules of Order.

## 5. Duties of Directors

The individual duties and responsibilities of the Directors of The Club for each position are as follows:

5.1 The PRESIDENT:

- a) shall preside at all meetings of The Club, or arrange for the Vice-President to preside at meetings from which the President is absent or unable to preside;
- b) shall call and preside at all Board of Director's meetings;

- c) may serve as a member of all Committees; and
  - d) shall perform such other duties as are appropriate of the office.
- 5.2 The VICE-PRESIDENT shall:
- a) assume the responsibilities of the President during his/her absence; and
  - b) perform such other responsibilities as designated by the President or the Board of Directors.
- 5.3 The SECRETARY shall
- a) be responsible for all correspondence except that delegated elsewhere;
  - b) record the minutes of all General Meetings, Board of Directors Meetings;
  - c) forward a report of the A.G.M. to O.S. in accordance with the O.S. By-Laws and the N.S.A within sixty (60) days of the Annual General Meeting; and
  - d) perform such other responsibilities as designated by the President or the Board of Directors.
- 5.4 The TREASURER shall
- a) be custodian of all cash and securities and keep complete and accurate records of all income and expenses in accordance with accepted Ontario financial reporting standards as amended from time to time (currently International Financial Reporting Standards (IFRS));
  - b) provide an up to date financial statements at each board meeting;
  - c) present the Audited Financial Statements at the A.G.M.;
  - d) submit a budget to the Board of Directors as soon as possible after the Annual General Meeting; and
  - e) perform such other responsibilities as designated by the President or the Board of Directors.
- 5.5 The IMMEDIATE PAST PRESIDENT shall
- a) based upon their experience, provide guidance and mentorship to the President; and
  - b) perform such other responsibilities as designated by the President or the Board of Directors.
- 5.6 The HEAD MATCH OFFICIAL shall:
- a) act as chairman of a Match Official training and development committee;
  - b) assign qualified Match Officials to all sanctioned games within the boundary of Grimsby;
  - c) assume such duties as appropriate of the office; and
  - d) perform such other responsibilities as designated by the Board of Directors.

- 5.7 The HEAD COACH shall:
- a) attend and report upon coaching related activities at monthly board meetings;
  - b) develop a training program for all coaches, specific to the age/gender needs of their intended team;
  - c) appoint and form a committee of at least four people who will act on behalf of the club as a selection and disciplinary committee to deal with all coach appointments;
  - d) evaluate and make recommendations to the Board for the appointment or removal of all recreational house league, travel, soccer school fundamentals coaches and their assistants, for final approval; and
  - e) provide instruction to all coaches and assistants regarding club policy; and
  - f) perform such other responsibilities as designated by the Board of Directors.
- 5.8 The SPONSORSHIP AND EQUIPMENT COORDINATOR shall:
- a) canvass or supervise the canvassing of prospective sponsors of The Club, tournaments, festivals and teams;
  - b) supervise the fulfilment of commitments relating to equipment and sponsorship of The Club, tournaments, festivals and teams;
  - d) evaluate and make recommendations to the Board with respect to equipment and sponsorship of The Club, tournaments, festivals and teams; and
  - f) perform such other responsibilities as designated by the Board of Directors.
- 5.9 The HOUSE LEAGUE CONVENOR shall:
- a) be familiar with the Constitution, By-Laws and game/tournament rules and report infractions to the Board of Directors;
  - b) assign Conveners to recreational house league Divisions as needed;
  - c) appoint representative team coaches;
  - d) with the involvement and cooperation of division conveners assign players to teams with the goal of ensuring parity between teams within each division.
  - e) ensure the flow of reports on game results are passed at least on a weekly basis;
  - f) where necessary reschedule games with the Administrator; and
  - g) perform such other responsibilities as designated by the Board of Directors.
- 5.10 The TRAVEL CONVENOR shall
- a) be familiar with the Constitution, By-Laws and game/tournament rules and report infractions to the Board of Directors;
  - b) where necessary reschedule games with the Administrator;
  - c) communicate with, coordinate and oversee travel team coaches, assistants and managers;
  - d) provide reports to the Board of Directors when necessary or requested regarding travel teams, travel team coaches, assistants and managers;

- e) ensure reports on team results are passed to the Administrator and Board of Directors on a regular basis;
- f) assume such duties as appropriate of the office; and
- g) perform such other responsibilities as designated by the Board of Directors.

**5.11 The SOCCER SCHOOL FUNDAMENTALS CONVENOR shall:**

- a) be familiar with the Constitution, By-Laws and game/tournament rules and report infractions to the Board of Directors;
- b) assign Assistant Conveners to Soccer School Fundamentals as needed;
- c) appoint representative team coaches;
- d) with the involvement and cooperation of Soccer School Fundamentals assistant conveners assign players to teams with the goal of ensuring parity between teams within each division;
- e) ensure the flow of reports on game results are passed at least on a weekly basis;
- f) where necessary reschedule games with the Administrator; and
- g) perform such other responsibilities as designated by the Board of Directors.

**5.12 The ADULT SOCCER CONVENOR shall:**

- a) be familiar with the Constitution, By-Laws and game/tournament rules and report infractions to the Board of Directors;
- b) assign Conveners to Adult Divisions as needed;
- c) appoint representative team coaches as needed;
- d) provide reports to the Board of Directors when necessary or requested regarding adult teams, adult team coaches, assistants and managers;
- e) ensure reports on team results are passed to the Administrator and Board of Directors on a regular basis;
- f) assume such duties as appropriate of the office; and
- g) where necessary reschedule games with the Administrator; and
- h) perform such other responsibilities as designated by the Board of Directors.

**5.13 The ADMINISTRATOR shall**

- a) be a non-elected position with no voting rights at Board of Directors meetings, who may be excused from all or part of a Board of Directors meeting upon request by two members of the Board of Directors present at that meeting;
- b) be familiar with the Constitution, By-Laws and game/tournament rules and report infractions to the Board of Directors;
- c) assign fields for all scheduled and sanctioned games within the boundary of Grimsby and, where necessary, reschedule games;
- d) supervise and oversee the registration of players to The Club;
- e) supervise the fulfilment of commitments relating to the registration of players to The Club;

- f) ensure significant events and news relating to The Club and teams of The Club are published on a regular and timely basis; and
- g) perform such other responsibilities as designated by the President or the Board of Directors.

## 6. Indemnity

6.1 Members of the Board of Directors or other servants to the Club, their heirs, executors, administrators and estate and effects respectively shall be indemnified and saved harmless at all times by The Club against all costs, losses and expenses incurred by them respectively in or about the discharge of their respective duties, except such as happens from their own respective willful neglect or default.

## 7. Terms of Office

7.1 Executive officers of the Board of Directors are elected for a two-year term and comprise the:

- a) President;
- b) Vice-President;
- c) Secretary;
- d) Treasurer;
- e) Head Match Official;
- f) Head Coach; and
- g) Sponsorship and Equipment Coordinator.

7.2 The election of the President, Secretary, and Head Coach shall take place on odd numbered years. The election of the Vice-President, Treasurer, Head Match Official and Sponsorship and Equipment Coordinator shall take place on even numbered years.

7.3 Any candidate for President must have been a member of the Board of Directors for at least two (2) years in the five (5) years immediately preceding the election to the position of President.



7.4 The election of the following Directors to the Board of Directors shall take place annually and for a term of one (1) year:

- a) Recreational House League Convenor;
- b) Travel Convenor;
- c) Soccer School Fundamentals Convenor; and
- d) Adult Soccer Convenor.

## 8. Director Vacancy

8.1 Should a vacancy in the Board of Directors exist or occur during the term of office for a member of that Board, the Board of Directors may appoint another member to fill the office until the next Annual General Meeting, termed an Interim Director.

8.2 The appointment of an Interim Director requires the approval of two-thirds (2/3) of the members of the voting Board of Directors that are present at a Board of Directors meeting having quorum.

8.3 An Interim Director is not permitted to cast a vote at any Board meeting and is not considered an Executive Officer of the Board of Directors.

8.4 There shall be no more than two (2) Interim Directors at any time on the Board of Directors.

8.5 Notwithstanding paragraph 7.2 above, an Interim Director may, at an Annual General Meeting or Special General Meeting, be elected to complete the term of the position for which they were the Interim Director. If elected, that former Interim Director shall have the same rights and responsibilities as if they had been elected to that position at the commencement of the term.

## 9. Directors

9.1 Executive officers of the Board of Directors shall submit a current police check to The Club as soon as possible after their election.

9.2 No elected member of the Board of Directors may be paid a wage, stipend or honorarium to discharge their elected duties.

9.3 No member of the Board of Directors may hold more than one elected position concurrently. Any member of the Board of Directors seeking to stand for election to another position on the Board of Directors must step down from the first position prior to standing for another elected position on the Board of Directors.

9.4 Members of the Board of Directors may receive financial compensation for administrative or other duties performed for The Club as a result of those duties being contracted out. The member will forgo voting rights on issues where a conflict of interest is declared by a member or a conflict of interest is perceived to exist by another member and a simple majority present agrees.

9.5 Members of the Board of Directors shall be subject to the Conflict of Interest Policy in the OS published rules, as amended from time to time.

## 10. Director Meetings

10.1 A Board of Directors meeting shall be considered to constitute a quorum where, present for the meeting are:

- a) a minimum of two Signing Officers; and, either
- b) a majority of the Board of Directors; or
- c) at least five Executive Officers.

10.2 When the Quorum is represented by less than a simple majority of all members of the Board of Directors eligible to vote at the meeting, financially binding decisions shall be limited to less than 2.5% of the club's annual revenue.

10.3 Any Member of the Board of Directors absenting themselves from three (3) consecutive meetings of the Board of Directors, and determined on a simple majority vote of the Board of Directors present at that third meeting to be unable or unwilling to fulfill their duties, shall be deemed to have forfeited their position.

10.4 Any member of the Board of Directors deemed to have forfeited their position shall be advised in writing that they have been removed from their position and no longer have voting rights at a meeting of the Board of Directors.

10.5 Any Member of the Board of Directors not able to be physically present at a Board of Directors meeting may, upon providing at least 48 hours prior notice and upon receiving the consent of two Executive Officers, attend the meeting via electronic media, and shall in such circumstance be counted toward quorum for that Board of Directors meeting and shall be considered to be attending the meeting. The decision of each Executive Officer whether to consent to attendance via electronic media is entirely within each of their individual discretion.

## 11. Contracts

11.1 All contracts or payment of funds require the approval of the Board of Directors.

11.2 Any contracts or payments approved by the Board of Directors require the endorsement or signature of any two (2) Signing Officers who are the President, the Vice-President, the Secretary and the Treasurer. An Interim Director cannot be a Signing Officer

## 12. Notice and Quorum for Annual or Special General Meeting

12.1 Notice of the Annual or a Special General Meeting shall be given by public notice, including in local print media, not less than twenty-one (21) days prior to the scheduled date for that meeting.

12.2 Notice of a Special General Meeting shall include the nature of the business to be acted upon at that Special General Meeting.

12.3 Twenty-five (25) active members of The Club in attendance at an Annual General Meeting or a Special General Meeting shall constitute a quorum.

## 13. Annual General Meeting

13.1 The Annual General Meeting shall be held no later than November 1<sup>st</sup> in each calendar year.

13.2 The agenda for the Annual General Meeting shall include the following order of business:

1. Registration of members in attendance;
2. President's Opening Remarks;
3. Presentation of the Minutes of the previous Annual General Meeting;
4. President's Report;
5. Treasurer's Report (including audited financial statements);
6. Any other Reports;
7. Unfinished business;
8. Amendments to the Constitution;
9. Election of Directors;
10. Appointment of Auditors;
11. New Business

#### 14. Election of Directors

14.1 Nominations to any vacant position on the Board of Director's, supported by two sponsors for the nominee, will be accepted at any time up to and including the Annual General Meeting, in writing or from the floor at that meeting.

14.2 The election of Directors shall be by open ballot.

14.3 The election of Directors requires a simple majority of the Yes and No votes cast and abstentions will not be counted in the calculation of the majority.

#### 15. Amendments to the Constitution

15.1 Amendments to the Constitution may only be made at the Annual General Meeting or a Special General Meeting called for that purpose.

15.2 All proposed amendments to the Constitution shall be forwarded to the Secretary no later than twenty-one (21) days prior to the date set for the Annual General Meeting, or where applicable, the Special General Meeting.

15.3 At least seven (7) days prior to the date set for the Annual General Meeting, or where applicable, the Special General Meeting the Secretary shall make copies of the proposed amendments to the Constitution available to the active members in any way deemed appropriate by the Secretary, but including by either posting the proposed amendments on The Club website, or by providing a copy upon request from an active member.

15.4 The Secretary shall make copies of the proposed amendments to the Constitution available to the active members at the Annual General Meeting, or where applicable, the Special General Meeting.

15.5 Amendments to the Constitution shall require a two-thirds (2/3) majority of the Yes and No votes cast and abstentions will not be counted in the calculation of the majority.

## 16. Special General Meeting

16.1 The Board of Directors, or a petition of at least twenty-five (25) active members submitted to the Secretary may requisition a Special General Meeting.

16.2 The requisition shall state the nature of the business to be acted upon at the Special General Meeting. No other business than that stated in the requisition(s) shall be addressed at the Special General Meeting.

16.3 The Secretary shall call for a Special General Meeting to be held on a date within one calendar month of receiving a requisition for a Special General Meeting.

## 17. Proxy Votes

17.1 A Member who intends to vote by Proxy, shall give the Administrator and the President at least 48 hours notice before the meeting and shall provide the Proxy a statement containing the following information:

(i) To the President:

(ii) (Member's name) hereby authorizes (Proxy name) as my Proxy to vote my interest, or refrain from voting on any matters as Proxy deems appropriate, for the GTYSC Annual (or Special) General Meeting scheduled for (date of meeting)

(iii) Printed name of the Member

(iv) Signature of the Member

(v) Date (date the document was signed)

17.2 The individual acting as a Proxy must be a Member in good standing of The Club and may be a Proxy for one (1) Member only.

17.3 The Member represented by the Proxy is not counted towards meeting the requirements of a quorum but is counted as a Member for voting on motions.

## 18. Harassment

18.1 The Club shall adhere to the Harassment Policy as published and approved by O.S. from time to time.

18.2 The Harassment Policy shall apply to all employees, directors, officers, volunteers, coaches, game officials, administrators, players and members of The Club.

18.3 Harassment is defined as any comment, conduct, or gesture directed toward an individual or group of individuals which is insulting, intimidating, humiliating, malicious, degrading or offensive. It includes but is not limited to, sexual harassment.

18.4 The Club shall make the harassment policy available to any member upon request.

## 19. Discipline of Members

19.1 A member may be fined, censured, suspended or expelled from Membership for cause and only after charges have been laid in accordance with the Club's published rules and a hearing held in accordance with the Club's and O.S. published rules.

19.2 An individual whose Membership has been suspended loses all rights of Membership until the suspension has been terminated.

19.3 Any member who infringes the Constitution, By-laws or policies of The Club or otherwise brings The Club into disrepute, as determined by the Board of Directors, may be reprimanded, suspended or expelled from The Club after a hearing by the Board of Directors of the Club, at which hearing that member is entitled to attend.

19.4 A member who, after having been given an opportunity to be heard, has been found in contravention of the Constitution, By-laws or policies of The Club or otherwise brings The Club into disrepute shall be notified in writing of their membership status.

19.5 In addition, player, team and team official discipline for game infractions is governed in accordance with the procedures published by O.S.

## 20. Dispute Resolution

20.1 The Club shall adhere to the Dispute Resolution process as published and approved by O.S., as amended from time to time.

20.2 Any member of The Club may initiate the Dispute Resolution process by communicating in writing to O.S. with a copy to The Club and the NSA, including the nature and alleged facts of the dispute.

20.3 Ontario Soccer, at its discretion, may proceed with the Dispute Resolution process by assigning one or more neutral persons to the dispute.

20.4 The Dispute Resolution process shall not to be used for game discipline which follows the discipline and appeals process set out by the NSA and O.S., as amended from time to time.

20.5 The Club shall make available to any member the Dispute Resolution process when requested.

## 21. Appeals

21.1 Any member of The Club directly affected by a decision of The Club may appeal such decision.

21.2 The denial or termination of membership in The Club may be appealed by a non-Member.

21.3 A decision of The Club may be appealed to the NSA with which the Club is affiliated.

21.4 The appeal shall be conducted in accordance with the O.S. and NSA published rules, as amended from time to time.

21.5 There is no appeal of a decision made by the Board of Directors regarding the appointment, non-appointment, re-appointment or revocation of an appointment of an individual to any coach or administrator position within The Club's operations, except where the selection, appointment and revocation process outlined in the Club's published rules has not been followed.

21.6 There is no appeal from a decision made by The Club regarding a player's team assignment.

## 22. Dissolution

22.1 Upon dissolution any outstanding payments or debt shall be addressed using The Club assets.

22.2 Upon dissolution and settlement of any outstanding liabilities, any remaining assets including property (real, personal and intangible) and equipment shall be placed with the Town of Grimsby Recreation Services department for community use purposes.

## 23. Matters Not Included

23.1 All matters not here in provided affecting the conduct and operation of The Club, shall be judged in accordance with the Constitution and by-laws of O.S.