

**BYLAWS OF THE**  
**REGINA WATER POLO ASSOCIATION INC.**

**BYLAW I GENERAL INFORMATION**

**I.1 NAME**

I.1.1 The official name of the Association is: Regina Water Polo Association Inc.

**I.2. VISION**

I.2.1 Regina Water Polo Association (RWPA) strives to be a leader in the development of water polo in the province. The RWPA shall promote and develop water polo in Regina for the pursuit of excellence and lifelong participation.

**I.3 OBJECTIVES**

I.3.1 The objectives of the Association are:

- to offer water polo programs for boys and girls, men and women from recreational to competitive levels;
- to support growth in the level of participation within the City and Province; and,
- to support the development of all levels of water polo.

**I.4 AFFILIATION**

I.4.1 The Regina Water Polo Association shall operate under the jurisdiction of Water Polo Saskatchewan and Water Polo Canada's bylaws, policies, practices and procedures where applicable.

**I.5 MEMBERSHIP**

I.5.1 Athletes shall apply to become a member of the Association via written application at a prescribed membership and program fee as set annually by the Board of Directors. Club coaches, officials, committee and Board volunteers, and parents of minor athletes, while they do not pay a membership fee, are considered registered members of the Association.

I.5.2 No individual shall be admitted as a member unless:

- they have made written application;
- they have been approved by the Board of Directors;
- they have entered into an agreement with RWPA; and,
- they have paid the prescribed membership fee.

I.5.3 A club or individual member is deemed to be in good standing provided they have paid the membership dues and any associated program costs as prescribed by the established deadlines, and are not restricted by disciplinary action of the Association.

- I.5.4 Any member Not In Good Standing, will not be allowed to train, compete in tournaments, or participate in any club activities.
- I.5.5 An individual member may be suspended or expelled from membership for failure to pay membership and/or program dues as per the deadlines established annually by the Board of Directors.
  - I.5.5.1 In addition, an individual member may be suspended or expelled in accordance with the discipline policies of the Association.
- I.5.6 Any member may withdraw their membership in the Association at any time by way of one month's written notice to the Board of Directors. Upon withdrawal, the member may be entitled to a refund of a portion of their membership or program fees as decided by the Board of Directors.
- I.5.7 Any member that recruits a new member will receive a monetary bonus as defined annually by the Board of Directors at the AGM or at a subsequent Special Meeting, upon the recruits one year anniversary within the club.

## **I.6 TOURNAMENT COMMITMENTS**

- I.6.1 All members and parents will be required to volunteer with the running of all Tournaments hosted by the club or in conjunction with Water Polo Saskatchewan as per the schedule developed annually by the Board of Directors at the AGM or at a subsequent Special Meeting.
- I.6.2 In lieu of assisting with the running of the Tournaments hosted by the club or in conjunction with Water Polo Saskatchewan as per I.6.1; a member is required to submit a monetary fee for each relevant Tournament to the Club as defined annually by the Board of Directors at the AGM or at a subsequent Special Meeting.
- I.6.3 Chaperons shall follow the Chaperon practice and procedures document.

## **I.7 ACCOUNTS**

### **1.7.1 GENERAL**

- I.7.1.1 RWPA will not knowingly operate in a deficit situation.
- I.7.1.2 The members are required to sign an application agreement that states they hereby agree to be held responsible for all obligations stated within the Club Bylaws.
- I.7.1.3 Member accounts cannot be used to pay other clubs or associations for travel expenses or training, unless funds are already available.

I.7.1.4 Reimbursement of expenses will only be made if the submission of expenses is accompanied by original signed receipts.

## **I.7.2 PAYMENT AGREEMENT**

I.7.2.1 Acceptance of the Membership Application by RWPA constitutes an agreement for the member to pay RWPA all club membership fees, tournament, training camp fees and associated travel costs. The club will provide a travel summary for each team at the start of the season. It will detail the dates, anticipated costs, and expected deposit requirements for each trip for that year.

## **I.7.3 FUNDRAISING**

I.7.3.1 All competitive members will have a fundraising commitment defined by the Board of Directors annually.

I.7.3.2 Fundraising credits can only go to pay player accounts and player travel. Fundraising credits cannot be used to pay for parent expenses.

## **I.7.4 ACCOUNT STATEMENTS**

I.7.4.1 Tax receipts and Account Statements will be issued annually and/or at the discretion of the Treasurer.

I.7.4.1 Upon receipt of the Account Statement, all accounts are to be paid within 30 days or as outlined within the Account Statement. In special cases, members may submit a payment plan in writing, which may be accepted at the discretion of the board of directors.

## **I.7.5 DISPOSITION OF ACCOUNTS**

I.7.5.1 Fundraising credits are to be applied directly to player accounts.

I.7.5.2 Upon termination of membership the accumulated credits shall be distributed as follows:

- amounts not exceeding \$100 are automatically adsorbed into the Club Accounts after one year;
- accounts exceeding \$100 or portions thereof maybe transferred to other player(s) accounts within a period of two years with written notification to the Board of Directors; and,
- any portion not transferred before two years will be adsorbed into General funds of the club.

## **I.8 EXCLUSIVE RESPONSIBILITY**

I.8.1 Any point not covered by the present Articles, these Bylaws, or the policies of the Association, shall remain the exclusive responsibility of the Board of Directors.

## **I.9 CLUB DEVOLUTION**

I.9.1 In a special or annual general meeting, the members may resolve to dissolve the association by a special resolution. In such event the Association's properties and assets, after payment of all liabilities, shall be donated to other organizations having objects of a sporting or athletic nature, as may be decided by the members.

## **I.10 FISCAL YEAR**

I.10.1 The fiscal year of the Association shall end on August 31 of each year and an un-audited financial statement shall be presented at the Annual General Meeting.

## **BYLAW II ANNUAL AND GENERAL MEETINGS**

### **II.1 ANNUAL GENERAL MEETING; SPECIAL GENERAL MEETING**

II. 1.1 The Regina Water Polo Association shall hold an Annual General Meeting in each calendar year in the province of Saskatchewan. The Annual General Meeting shall be held no later than six months after the end of the fiscal year.

II. 1.2 Upon the request of the President or the majority of the Directors, or at least twenty voting delegates as per Bylaw II.3, a Special General Meeting shall be held at a place, time and date set by the President.

### **II.2 CONVOCATION**

II.2.1 Notice of an Annual General Meeting shall be given by advertising the same in writing to the membership including the meeting date and location 14 days in advance. Proposed Bylaw changes shall be circulated 14 days in advance of the meeting.

II.2.2. Notice of a Special General Meeting shall be advertised in writing to the membership a minimum of 21 days in advance and shall set forth the resolution(s) to be submitted to the attention of the membership.

### **II.3 PARTICIPANTS**

II.3.1 An Annual or Special General Meeting shall be composed of the following delegates:

II.3.1.1 The Board of Directors of the Association;

II.3.1.2 Registered club coaches, officials;

II.3.1.3 Committee volunteers and athletes aged 18 years and older and one parent per family of each athlete under the age of majority;

II.3.1.4 Any delegate to an Annual or Special General Meeting shall be a member in good standing of the Association; and,

II.3.1.5 The President of the Association shall be the Chairman of the Annual or Special General Meeting. The Chairman may relinquish this position to a person of his/her choice.

## **II.4 VOTING**

- II.4.1 Each delegate present at the Annual or Special General Meeting in conformity with Bylaw II.3.1.3 shall be entitled to one vote.
- II.4.2 Each member of the Board of Directors shall be entitled to one vote, with the exception of the Chairman, who will only vote in the case of a tie.
- II.4.3. Voting shall be by show of hands in all cases, except where requested by one or more delegates, where voting shall be by secret ballot.
- II.4.3.1 Elections shall be voted by secret ballot.
- II.4.4. Except for "Special Resolutions", all questions shall be decided by a simple majority. Special Resolutions include changes to Articles, Bylaws and those resolutions brought forward at a Special Meeting. For a Special Resolution an affirmative vote will be indicated by 2/3 majority of those present and voting.

## **II.5 QUORUM**

- II.5.1. The quorum for transaction of business at any Annual or Special General Meeting shall be constituted by the members present.

## **II.6 ELECTION**

- II.6.1 At the Annual General Meeting, delegates shall elect by ballot, in alternating years:
- President even years
  - Vice President - Programs odd years
  - Vice President - Development even years
  - Treasurer even years
  - Secretary odd years
  - Club Manager even years
  - Two Members at Large alternating years
- II.6.2 Elected directors shall serve a term of two years. All directors shall be eligible for re-election after their term has ended.
- II.6.3 In the event of a vacant position, including that of Past President, the Board of Directors may fill the position by appointment.
- II.6.4 Paid employees/contracted coaches of the Association shall be ineligible to hold any elected position.
- II.6.5 Any director of the Association may be removed from office by "Special Resolution".

## **II.7 MEETING PROCEDURE**

- II.7.1 Meetings of the Board of Directors may be held by teleconferencing or in person.
- II.7.2 The Board of Directors may approve a resolution or motion, or render a decision by way of written approval forwarded by email, mail or facsimile.
- II.7.3 Any dispute concerning the procedure of a General Meeting, Board or committee meeting shall be solved in accordance with Roberts Rules of Order.

## **BYLAW III DIRECTORS**

### **III.1 GENERAL**

III.1.1 The affairs of the Association shall be governed by the Board of Directors, comprised of:

- President;
- Past President;
- Vice President(s);
- Treasurer;
- Secretary;
- Club Manager;
- Two Members at Large; and,
- Professional Staff.

III.1.1.1 All Directors shall be members in good standing of the Association and shall support the purposes, mission, vision, values and goals of the Association.

III.1.1.2 The Past President of the Association, although not an elected position, shall be considered a Director of the Association with full voting powers.

III.1.2 The Board of Directors shall meet as often as it deems necessary.

III.1.3 All members of the Board of Directors shall have one vote except the Chairman who will vote only in the case of a tie. The President shall Chair all meetings of the Board of Directors. The President may relinquish this position to the person of his/her choice.

III.1.4 The quorum for meetings of the Board of Directors shall consist of a simple majority of the directors holding office.

### **III.2 POWERS OF THE BOARD OF DIRECTORS**

III.2.1 Except as otherwise provided in the Act or this Bylaw, the Board of Directors has the powers of the Association and may delegate its powers, duties, functions. Without limiting the generality of the foregoing:

III.2.1.1 The Board may make policies, procedures and regulations for managing the affairs of the Association in accordance with the Act and this Bylaw.

III.2.1.2 The Board may make policies, procedures and regulations relating to the discipline of members and shall have authority to discipline members accordingly.

III.2.1.3 The Board may make policies, procedures and regulations relating to the management of disputes within the Association and all disputes shall be dealt with accordingly.

III.2.1.4 The Board may establish permanent committees or temporary committees to assist in performing the work of the Association, and may delegate authority to these committees.

III.2.1.5 The Board may employ such persons as it deems necessary to carry out the work of the Association and may delegate authority to these individuals.

### **III.3 COMMITTEES**

III.3.1 The Board of Directors may establish other committees, permanent or temporary, as is deemed necessary for the transaction of Association business. The duties, powers, representation on, quorum and accountability of the above committees shall be set by the Board of Directors.

## **BYLAW IV INDEMNIFICATION**

IV.1 Every Director or Officer of RWPA or other person who has undertaken or is about to undertake any liability on behalf of RWPA shall, from time to time, and at all times, be indemnified and saved harmless out of the funds of RWPA and against:

IV.1.1 all costs, charges and expenses whatsoever which such Director, Officer or other person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her, in or about the execution of the duties of his or her office; and,

IV.1.2 all other costs, charges and expenses that he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his or her own willful neglect or default.

IV.2 The Directors of RWPA are hereby authorized from time to time to cause RWPA to give indemnities to any Director, Officer or other person who has undertaken or is about to undertake any liability on behalf of RWPA and to secure each Director, Officer or other person against loss by mortgage and charge upon the whole or any part of the real and personal property of RWPA by way of security and any action from time to time taken by the Directors under this paragraph shall not require approval or confirmation by the Members..

IV.3 No Director or Officer for the time being of RWPA shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or employee or for joining in any receipt or act of conformity or for any loss, damage or expense happening to RWPA through the insufficiency or deficiency of title to any property acquired by order of the Board of Directors of RWPA or on behalf of RWPA or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to RWPA shall be

placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation including any person, firm or corporation with whom or which any moneys, securities or assets shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to RWPA or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her respective office or trust or in relation thereto unless the same shall happen by or through his or her own act, neglect or default if such act, neglect or default is both willful and wrongful. The Directors for the time being of RWPA shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name, or on behalf, of RWPA, except such as shall have been submitted to and authorized or approved by the Board of Directors. If any Director or Officer of RWPA shall be employed by or shall perform services for RWPA otherwise than as a Director or Officer or shall be a member of a firm or a shareholder, director or officer of a company which is employed by or performs services for RWPA, the fact of his being a Director or Officer of RWPA shall not disentitle such Director or Officer or such firm or company, as the case may be, from receiving proper remuneration for such services.

## **BYLAW V AMENDMENT OF BYLAWS**

- V.1 Any member in good standing or a Director of the Association, supported by a seconder, may propose amendments to the Articles and/or Bylaws by submitting such amendments in writing to the Board of Directors at least 45 days in advance of an Annual or Special General Meeting. Amendments to these Bylaws shall only be made after the motion to amend has been passed by a 2/3 majority of those present and voting at an Annual or Special General Meeting.

## **APPENDIX A**

- I.5.7 Any member that recruits a new member will receive a monetary bonus of \$ 100.00 as decided by the Board of Directors, October 28, 2009, upon the recruits one year anniversary within the club.