

R I N G E T T E A L B E R T A

B Y L A W S

ARTICLE 1 GENERAL

- 1.1 **Purpose** - These Bylaws relate to the general conduct of the affairs of Ringette Alberta Association, a society incorporated under the Societies Act, RSA 2000, Chapter S, 14 and referred to as the “Association” in these Bylaws.
- 1.2 **Definitions** - The following terms have these meanings in these Bylaws:
- a) *Act* – the *Societies Act* of Alberta.
 - b) *Association* – Ringette Alberta
 - c) *Accountant(s)* – an individual or firm appointed by the Members at the Annual General Meeting to audit or review the books, accounts, and records of the Association for a report to the Members at the next Annual General Meeting. The Accountant(s) will not be an Employee or a Director of the Association.
 - d) *Board* – the Board of Directors of the Association.
 - e) *Days* – will mean total days, irrespective of weekends or holidays.
 - f) *Delegate*- An individual who is designated by a Group Member to represent that Group Member at any meeting of the Association.
 - g) *Director* – an individual elected or appointed to serve on the Board pursuant to these Bylaws.
 - h) *Officer* – an individual appointed to serve as an Officer of the Association pursuant to these Bylaws.
 - i) *Member* – as defined in Article 2
 - j) *Participant* – a player, coach, manager, trainer, or official.
 - k) *Ordinary Resolution* – a resolution passed by not less than a majority of the votes cast at a meeting of the Board or a meeting of Members for which proper notice has been given.
 - l) *Special Resolution* – a resolution passed by no less than three-quarters (3/4) of the votes cast at a meeting of the Board or a meeting of Members for which proper notice has been given.
 - m) *Registered Address* – the most recent address of record for a Member, Director or the Association, as the case may be.
 - n) *Registrar* – means the Registrar of Societies appointed in accordance with the *Public Service Act*, or any successor or replacement agency.
- 1.3 **Head Office** - The head office of the Association will be located at 11759 Groat Road, Edmonton, Alberta T5M 3K6 and may be changed by resolution of Directors.
- 1.4 **Corporate Seal** - The Association may have a corporate seal that may be adopted and may be changed by resolution of the Directors.
- 1.5 **No Gain for Members** - The Association will be carried on without the purpose of gain for its Members and any profits or other accretions to the Association will be used in promoting its objects.
- 1.6 **No Remuneration of Directors** - The Directors will serve as such without any remuneration, and no Director will directly or indirectly receive any profit from their position as such; provided that a Director may be paid reasonable expenses incurred in the performance of their duties in accordance with the Association’s policies relating to expenses.



1.7 Dissolution - Upon the dissolution of the Association and after the payment of all debts and liabilities, its remaining property will be distributed or disposed of to charitable organizations that carry on their objectives solely in Canada as determined by the Board.

1.8 Interpretation - In these Bylaws, words stating the singular will include the plural and vice-versa.

1.9 Ruling on Bylaws - Except as provided in the *Act*, the Board will have the authority to interpret any provision of these Bylaws that is contradictory, ambiguous, or unclear, provided such interpretation is consistent with the *Act* and with the objects of the Association.

1.10 Conduct of Meetings - Unless otherwise specified in the *Act* or these Bylaws, meetings of Members and meetings of the Board will be conducted according to Roberts Rules of Order (current edition).

ARTICLE 2 MEMBERSHIP

2.1 Register – The Association will keep a register of its Members together with address, date admitted to membership, date of termination of membership and class of membership.

2.2 Admittance – The Directors of the Association may admit an applicant to membership subject to such terms and conditions as may be imposed by resolution of the Directors.

2.3 Terms of Membership – Any member who accepts membership in the Association will be deemed to have undertaken to abide by the provisions of the Bylaws, policies, rules and operating procedures of the Association and all decisions of the Board of Directors of the Association.

2.4 Ringette Canada – Any participant registered with the Association will also be registered with Ringette Canada.

Categories of Membership

2.5 The Association has three (3) classes of Membership:
a) Director
b) Group Member

Description of Membership Categories

2.6 Director – All Directors will become members upon their election to the Board and will cease to be members when they cease to be Directors. Directors will not pay membership dues.

2.7 Group Member – Any club, association or community within the Province of Alberta that registers players for the purpose of participating in ringette and that has paid its membership dues.

2.8 League Member – Any League consisting of at least three Group members with multiple teams that has paid its membership dues.

Admission of Members

2.9 Duration – membership is renewed annually, and all Members, excluding Directors, shall re-

apply for membership each year.

2.10 Admission – Members will be admitted if:

- a) the candidate member has made an application for membership in a manner prescribed by the Association;
- b) with the exception of a Director, the candidate member has been approved as a member by the Board, the Members, or by any committee or individual delegated this authority by the Board;
- c) the candidate member is reapplying, the Member is in good standing; and
- d) the candidate member has paid dues as prescribed in these Bylaws.

2.11 Failure to be Admitted - Where a candidate member is not admitted to membership, written reasons will be provided.

Dues

2.12 Year - Unless otherwise determined by the Board, the Membership year of the Association is the same as the Fiscal year of the Association.

2.13 Dues - Dues for all categories of Members and fees for participant registration will be as determined by the Membership at the Annual General Meeting, recognizing that a portion of dues and fees are established by, and are payable to, Ringette Canada.

2.14 Deadline - The Board will determine the deadline date by which dues or fees must be paid.

Termination of Membership

2.15 Resignation – To resign from the Association, a Member will give written notice of said resignation to the Executive Director. The resignation will come into effect immediately upon receipt of the written notice. Where a Member who is subject to a disciplinary investigation or action of the Association resigns, that member will nonetheless be subject to any sanctions or consequences resulting from the disciplinary investigation or action.

2.16 Arrears - A Member may be suspended from the Association for failing to pay Membership dues or participant registration fees by the prescribed deadline date. Should dues or fees remain unpaid for an additional ninety (90) days from the prescribed deadline date, the Member may be expelled from the Association. Suspension, expulsion or resignation does not affect the right of the Association to pursue payment of monies owed.

2.17 Discipline - In addition to suspension or expulsion for failure to pay dues or fees, a Member may have other Membership restrictions or sanctions imposed, in accordance with the Association's policies and procedures relating to conduct and discipline of Members.

2.18 Cease to be a Member – Any Member who is not an individual will cease to be a Member upon its dissolution or winding up of affairs.

2.19 Membership Not Transferable – The interest of a Member in the Association is not, directly or indirectly, transferable to any individual or organization.

Good Standing

2.20 Definition - A Member of the Association will be in good standing provided that the Member:

- a) owes no outstanding Membership dues, participant fees or other debts to the Association;
- b) has not ceased to be a Member;
- c) has not been suspended or expelled from Membership, or had other Membership restrictions or sanctions imposed;
- d) has complied with the Bylaws, policies, rules and operating procedures of the Association; and
- e) is not subject to a disciplinary investigation or action by the Association, or if subject to disciplinary action previously, has either fulfilled all terms and conditions of such disciplinary action to the satisfaction of the Association or the disciplinary investigation has been dismissed by the 3rd party retained to rule on it.

2.21 Cease to be in Good Standing - Members who cease to be in good standing will not be entitled to vote at meetings of Members or be entitled to the benefits and privileges of Membership until such time as the Board is satisfied that the Member has met the definition of good standing as set out above.

ARTICLE 3 GOVERNANCE

Composition of the Board of Directors

3.1 Composition of the Board - The Board of Directors of the Association will consist of the following:

- a) President;
- b) Vice President;
- c) Treasurer;
- d) Seven (7) Directors at Large

Officers

3.2 Officers – The Officers of the Association are the President, Vice-President, Treasurer and Executive Director.

- a) The President will be responsible for the general supervision of the affairs of the Association, will chair meetings of Members and meetings of the Board, and will perform such other duties as may from time to time be established by the Board.
- b) The Vice-President will support and assist the President in all duties, will chair meetings of Members and meetings of the Board in the absence or inability of the President, and will perform such other duties as may from time to time be established by the Board.
- c) The Treasurer will cause to be kept proper accounting records as required by the Act, will cause to be deposited all monies received by the Association into the Association's bank accounts, as directed by the Board will supervise the management and disbursement of funds of the Association, when requested will provide the Board with an account of the financial transactions and the financial position of the Association, will present the financial statements to the Members at the Annual General Meeting in keeping with the Act, and will perform such other duties as may from time to be established by the Board.
- d) The Executive Director will attend all meetings of the Members and the Board, will keep proper minutes of the meetings of Members and the Board, will issue written notices of all meetings of the Members and of the Board, will ensure that all official documents and records of the Association are properly kept, will be the custodian of the corporate seal of the

Association, will support the Board in carrying out its duties, and will have overall management responsibility for all programs and activities of the Association.

Duties and Powers of the Board

3.3 Powers of the Association - Except as otherwise provided in the *Act* or these Bylaws, the Board has the powers of the Association and may delegate any of its powers, duties and functions.

3.4 Managing the Affairs of the Association - The Board will make and amend policies, rules and operating procedures for managing the affairs of the Association in accordance with the *Act* and these Bylaws; will ensure members adhere to these policies, rules and operating procedures, and will ensure directions from General Meetings are carried out.

3.5 Discipline - The Board may make policies and procedures relating to the discipline of Members and participants in the Association's programs and will have the authority to discipline Members and participants in accordance with such policies and procedures.

3.6 Dispute Resolution - The Board may make policies and procedures relating to the management of disputes within the Association and all disputes will be dealt with in accordance with such policies and procedures.

3.7 Employment of Individuals - The Board may employ or engage under contract such individuals as it deems necessary to carry out work of the Association. Employees will not have voting rights of the Association.

3.8 Decisions of Members – The Board will comply with all resolutions of the Members made at the General and Special meetings.

3.9 Borrowing Powers – The Board may borrow money upon the credit of the Association as it deems necessary.

Election of Directors and Appointment of Directors

3.10 Eligibility for Elected Directors - Any individual who is 18 years of age or older and who has the power under law to contract and is either affiliated with a Group or League Member of the Association, may be nominated for election as a Director.

3.11 Eligibility of President – Any individual, who has served as a Director for one full year immediately prior to nomination, may be nominated for election as President.

3.12 Eligibility for Appointed Treasurer – Any individual who is 18 years of age or and who as the power under law to contract, may be appointed as the Treasurer.

3.13 Nomination - Any nomination of an individual for election as a Director will:

- a) include the written consent of the nominee;
- b) be submitted to the Nominating Committee at least 45 days prior to the Annual General Meeting; and
- c) where a current Director wishes to run for re-election, the Director will indicate this intention in writing not less than sixty (60) days prior to the Annual General Meeting.

3.14 Circulation of Nominations - Valid nominations will be circulated to Members at least 21 days

prior to the Annual General Meeting.

3.15 Decision – Elections will be decided by majority vote of the Members in accordance with the following:

- a) One Valid Nomination – Winner declared by acclamation.
- b) Two or More Valid Nominations – Winner is the nominee receiving the greatest number of votes.

3.16 Appointment of Treasurer – At the first meeting of the Board of Directors held following the election of new Directors and the position of the Treasurer is vacant because of removal, resignation or end of term, the Directors will elect a Treasurer by way of Ordinary Resolution. They shall take office immediately and will serve for a term of two (2) year. The nominee receiving the greatest number of votes will be declared the winner. In the event of a tie, the Chair will vote again to break the tie.

3.17 Terms – The term for elected Directors is two years and Directors will hold office until their successors have been duly elected in accordance with these Bylaws, or unless they resign, are removed from, or vacate their office in a manner prescribed in these bylaws. Elected Directors will be eligible for re-election and will be limited to two successive terms. If a Director assumes an office due to vacancy, that term may be finished, and the Director may serve two full terms after being elected.

3.18 Staggered Terms - The terms of Directors will be staggered by electing half of the Directors (and the appointment of the Treasurer) at each Annual General Meeting as follows:

Even Number Years

- a) President
- b) Vice-President
- c) Three (3) Directors at Large

Odd Number Years

- d) Treasurer - Appointed
- e) Four (4) Directors at Large

3.19 Vacancy - Where the position of a Director becomes vacant for whatever reason, the Board may appoint a qualified individual to fill the vacancy until such time as a Director is elected or appointed in accordance with these Bylaws.

Resignation and Removal of Directors

3.20 Resignation - A Director may resign from the Board at any time by presenting a written notice of resignation to the Board.. Where a Director who is subject to a disciplinary investigation or action of the Association resigns, that Director will nonetheless be subject to any sanctions or consequences resulting from the disciplinary investigation or action.

3.21 Vacate Office - The office of any Director will be vacated automatically if the director:

- a) without reasonable explanation as determined by the Board, fails to attend two (2) consecutive meetings of the Board;
- b) is found by a court to be of unsound mind;
- c) becomes an employee or contractor of the Association or an employee or contractor of a Member of the Association; or
- d) upon the Director's death.

3.22 Removal – A Director may be removed by Special Resolution of the Board or by Special Resolution of the Members in a meeting, provided the Director has been given notice of and the opportunity to be present and to be heard at the meeting where such a Special Resolution is put to a vote.

Meetings of the Board

3.23 Number of Meetings - The Board will hold at least four (4) meetings per year in accordance with the following:

- a) Annual General Meeting
- b) Plus three additional meetings

3.24 Call of Meeting - The meetings of the Board will be at the call of the President or any three (3) Directors.

3.25 Notice - Written notice of Board meetings, served other than by mail, will be given to all Directors at least forty-eight (48) hours prior to the scheduled meeting. Notice served by mail will be sent at least fourteen (14) days prior to the date of the meeting. No Notice of a meeting of the Board of Directors is required if all Directors waive notice, or if those absent consent to the meeting being held in their absence.

3.26 Quorum - At any meeting of the Board of Directors, quorum will consist of any six (6) Directors.

3.27 Ordinary Resolution - Unless specified otherwise, issues before the Board will be decided by Ordinary Resolution, where the Chair of the meeting does not vote. In the event of a tie, the Chair will cast a deciding vote. Voting will be by a show of hands unless a majority of Directors present request a secret ballot.

3.28 Open Meetings - Meetings of the Board will be open to Members and the public except where the Board determines that a closed meeting is required. Such determination may be made by Ordinary Resolution immediately following the approval of the agenda.

Committees

3.29 Committees - The Board may appoint such committees as it deems necessary for managing the affairs of the Association 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 of its powers, duties, and functions except where prohibited by the *Act* or these Bylaws.

3.30 Terms of Reference- The Board will establish the terms of reference and operating procedures for Committees and may delegate any of its power, duties or functions to any Committee.

3.31 Committee Chair – Unless otherwise prescribed in the Committee’s Terms of Reference, the Committee Chair will be appointed by the Board of Directors.

3.32 Quorum – Unless otherwise prescribed in the Committee’s Terms of Reference, quorum for any Committee will be the majority of its voting members.

3.33 Vacancy - When a vacancy occurs on any Committee, the Board may appoint an individual to fill the vacancy for the remainder of the Committee's term, provided this individual satisfies any qualifications for the membership of the Committee as specified in the Association's policies and operating procedures.

3.34 President Ex-officio - The President will be an *ex-officio* (non-voting) member of all Committees of the Association.

3.35 Removal - The Board may remove any member it has appointed to any Committee.

Remuneration

3.36 No Remuneration - All Directors, Officers and members of committees will serve their term of office without remuneration except for the reimbursement of reasonable expenses in accordance with policies approved by the Board.

Conflict of Interest

3.37 Conflict of Interest – All Directors, other Members, and committee members who have an interest, or who may be perceived as having an interest, in a proposed contract or transaction with the Association will disclose fully and promptly the nature and extent of such interest to the Board, or Committee, as the case may be; will refrain from voting or speaking in debate on such contract or transaction; will refrain from influencing the decision on such contract or transaction; will otherwise comply with the requirements of the *Act* regarding conflict of interest and will adhere to any additional requirements as set out in the Association's policies for dealing with conflict of interest.

ARTICLE 4 FINANCE AND MANAGEMENT

4.1 Fiscal Year - The fiscal year of the Association will be August 1 to July 31, or such other period as the Board may from time to time determine.

4.2 Auditor - At each Annual General Meeting the Members will appoint Accountant(s) to audit or review the books, accounts and records of the Association who will report to the Members at the next Annual General Meeting. The Accountant(s) will hold office until the next Annual Meeting.

4.3 Financial Records - The necessary financial records of the Association required by these Bylaws or by applicable law will be necessarily and properly kept by the Treasurer. The financial records of the Association may be inspected by any member at the Annual General Meeting, or at any other time upon giving reasonable notice and arranging a time satisfactory to the parties involved.

4.4 Minutes – The Executive Director or designate, acting as Secretary, will prepare and keep the minutes of the Association meetings and the minutes of the Board meetings.

4.5 Signing Authority - The Board will designate the Officers to have signing authority for all financial transactions conducted in the name of the Association. The Board may also designate the Executive Director to have signing authority for financial transactions below a prescribed amount.

4.6 Execution of Agreements - All written agreements entered into in the name of the Association will be signed by the President and one other Officer.

4.7 Property - The Association may acquire, lease, sell, or otherwise dispose of securities, lands, buildings, or other property, or any right or interest therein, for such consideration and upon such terms and conditions as the Board may determine.

4.8 Borrowing - The Association may borrow funds upon such terms and conditions as the Board may determine.

4.9 Financial Institutions - The banking business of the Association, or any part thereof, will be transacted with such banks, trust companies or other financial institutions as the Board may designate, appoint or authorize from time to time and all such banking business, or any part thereof, will be transacted on the Association's behalf by such one or more officers and/or other persons as the Board may designate, direct or authorize from time to time.

ARTICLE 5 MEETINGS OF MEMBERS

5.1 Types of Meetings - Meetings of Members will include General Meetings and Special Meetings of the Association.

5.2 Location and Date – The Association will hold meetings of Members at such time and place as determined by the Board. The Annual General Meeting will be held on or before the 30th day of June.

5.3 Notice - Written notice of meetings of Members will be given to all Members at least thirty (30) days prior to the date of the meeting. Notice will contain a proposed agenda and reasonable information to permit Members to make informed decisions at the meeting.

5.4 Special Meeting - A Special Meeting may be called by a majority of the Directors and will be called upon the written request of one-third (1/3) of voting Members. Written notice of a special meeting will be given to Members at least twenty-one (21) days prior to the date of the meeting.

5.5 Business – The Association will conduct the following business at its Annual General Meeting:

- a) Present financial statements of the Association;
- b) Present reports of the Officers and of any Committee;
- c) Elect new Directors;
- d) Appoint an Accountant(s) for the ensuing year;
- e) Conduct any other items of business, which properly come before the Meeting.

5.6 New Business - Any Member who wishes to have new business placed on the agenda of a meeting will give written notice to the Association at least ten (10) days prior to the meeting date.

5.7 Quorum – At least one voting representative from each of not less than one third of all Group Members will constitute a quorum. If a quorum is not present within thirty minutes of the scheduled start time, the Meeting will be adjourned until the same time and day the following week. If a quorum is again not present, the Meeting will be dissolved.

5.8 Open Meetings – Meetings of Members will be open to the public except where the Members determine a closed meeting is required. Such determination may be made by Ordinary Resolution immediately following the approval of the agenda.



5.9 Ordinary Resolution - Unless specified otherwise, questions at meetings of Members will be decided by majority vote, where a tie vote will fail. An abstention from voting will not be counted as a vote. Voting will be by a show of hands unless a majority of Members approve a secret ballot.

5.10 Adjournment - A meeting may be adjourned from time to time and from place to place, but no business will be transacted at an adjourned meeting other than the business left unfinished at the original meeting. When a meeting is adjourned for ten (10) days or more, notice of the adjourned meeting will be given as if it was a new meeting.

Voting at Meetings of Members

5.11 Voting Privileges - Voting privileges at all Meetings of Members will be as follows:

- a) Directors will be entitled to one (1) vote and may not vote in a capacity other than Director.
- b) Group Members will be entitled to one (1) vote for each fifty (50) registered players or part thereof as of December 31st of the calendar year preceding the AGM. Group Members may appoint, in writing, one delegate per 50 registered players or part thereof to represent the Member at meetings. The written appointment must be deposited with the Chairman of the Meeting prior to the Meeting being called to order.
- c) All other categories of Members will not be entitled to vote.

5.12 Scrutineers - At the beginning of each meeting, the Board may appoint one or more scrutineers who will be responsible for ensuring that votes are properly cast and counted.

5.13 Resolutions - A proposed resolution will not be voted upon unless it is in writing and signed by its mover and seconder. A resolution will be carried in the event of a simple majority of votes unless the resolution is a Special Resolution.

5.14 Determination of Votes - Votes will be determined by a show of hands or voting credentials unless a recorded ballot is requested by the majority of those Members voting. Voting for elections will be done by secret ballot.

ARTICLE 6 INDEMNIFICATION

6.1 Will Indemnify - The Association will indemnify and hold harmless out of the funds of the Association each Director and Officer from and against any and all claims, demands, actions, or costs which may arise or be incurred as a result of occupying the position or performing the duties of a Director or Officer.

6.2 Will Not Indemnify - The Association will not indemnify a Director or Officer or any other individual for acts of fraud, dishonesty, or bad faith.

6.3 Insurance - The Association may purchase and maintain insurance for the benefit of its Directors and Officers, as the Board may determine.

6.4 Responsibility - The Association will not be held responsible for the operation or financial commitment of any Member, committee, individual, organizing body, ringette competition or ringette-related activity for which the Association has not explicitly assumed such responsibility in writing.

ARTICLE 7 NOTICE

7.1 Written Notice - In these Bylaws, written notice will mean notice that is hand-delivered, faxed, e-mailed, or provided by mail or courier to the Registered Address of the Association, Director, or Member, as the case may be.

7.2 Date of Notice - Date of notice will be the date on which receipt of the notice is confirmed verbally where the notice is hand-delivered, electronically where the notice is faxed or e-mailed, or in writing where the notice is couriered, or in the case of notice that is provided by mail, five days after the date the mail is post-marked.

7.3 Error in Notice - The accidental omission to give notice of a meeting of the Directors, Members, or Committee members, the failure of any Director, Member or Committee member to receive notice, or an error in any notice that does not affect its substance will not invalidate any action taken at the meeting.

7.4 Waiver of Notice – Meetings of the Association may be held at any time without notice if each voting Member either consents in writing to the holding of the Meeting or is present. Voting Members may also, in writing, waive notice of any meetings.

ARTICLE 8 AMENDMENT OF BYLAWS

8.1 Special Resolution - The Bylaws of the Association may only be amended, revised, repealed, or added to by a Special Resolution at a meeting of Members, for which proper notice has been given.

8.2 Notice of Amendment - The thirty (30) days notice of the meeting of Members must include details of the proposed resolution to change the Bylaws.

8.3 Registration - The amended Bylaws will take effect after acceptance by the Registrar.

ARTICLE 9 ADOPTION OF THESE BYLAWS

9.1 Adoption by Board – These Bylaws are adopted by the Board of Directors of the Association at a meeting of the Board duly called and held on DATE.

9.2 Ratification – These Bylaws are ratified by a Special Resolution of the Members of the Association entitled to vote at a Meeting of Members duly called and held on April 26, 2020.

9.3 Repeal of Prior Bylaws - In ratifying these Bylaws, the Members of the Association repeal the prior Bylaws of the Association provided that such repeal does not impair the validity of any action done pursuant to the repealed Bylaws.

9.4 Enactment – These Bylaws is hereby enacted and will come into force upon their acceptance by the Registrar.