



# Latin American Community Association Soccer Club (L.A.C.A. S.C.) Ottawa, Ontario

## **Constitution** **Approved by AGM Nov. 20, 2016**

### 1. Introduction, Mission Statement and Club Objectives

- a. The Latin American Community Association Soccer Club will be governed by this Constitution and members are expected to abide by it.
- b. The Latin American Community Association Soccer Club is a not-for-profit, sports and community / membership driven organization serving residents of the Ottawa-Gatineau region (and its surrounding areas); its aim is to promote and preserve, via sports and cultural activities, our expatriate values and culture, as well as our respectful integration into Canadian society.
- c. In addition the Latin American Community Association Soccer Club provides an opportunity for any individual or team to participate in, or learn about, its activities; and ensures that the player is the number one priority and has the opportunity to play at a level appropriate to his / her age and skill level; and recognizes the team(s) as the main vehicle for the provision of opportunities for the player; and provides a stable organizational structure for the ongoing viability of the Club and its teams; and maintains a policy of zero tolerance of discrimination, harassment and violence in any and all forms in the conduct of its operations, and requires that all members also conduct themselves accordingly.

### 2. Club Name & Club Location

- a. This entity will be known in English as the "Latin American Community Association Soccer Club" (L.A.C.A. S.C.) (Hereinafter "the Club").
- b. This entity will have its location and operate in the Ottawa, Ontario (and Gatineau, Quebec) region under the jurisdiction and mandate of the E.O.D.S.A.

### 3. Club Colors and Logo

- a. The Club colors shall be mustard and wine red. The uniform shall be predominately wine red, black shorts and white or black stockings. The Club logo shall be prominently displayed on the front of the uniform and numbers shall be stitched or silk-screened on the back.
- b. Alternate uniforms shall be predominately white with black shorts and white or black stockings.
- c. The Club logo shall be a shield displaying a map of the Americas, a soccer ball lower left and a maple leaf upper right and with the letters "L.A.C.A. S.C." on the top of the figure. The logo shall be used on any Club-originated team wear, advertising and publications.



### 4. Club structure & Club membership affiliation

- a. The Club shall be formed by a group of members who are regular adult team players, parents or guardians of youth and house league players, team managers, adult team coaches, administrative volunteers, and supporters, as well as Honorary members (see definition of a membership below) whose common interest is the enjoyment of soccer as an amateur or professional sport.
- b. To enable soccer to be enjoyed at all levels of competition, the Club shall encourage the development of both recreational and competitive teams for both genders at all age levels.

c. To further encourage the development of soccer, the Club shall be affiliated with and be a member of:

- i) The Eastern Ontario District Soccer Association, (EODSA);
- ii) The Ottawa Carleton Soccer League, (OCSL);
- iii) The Eastern Region Soccer League, (ERSL);
- iv) The Ontario Soccer Association, (OSA);
- v) The Canadian Soccer Association, (CSA).

d. The Club will be subject to the published rules (in declining order of authority) of the governing organizations of which it is a member (above stated).

## 5. Club responsibilities

a. The Club shall be responsible for the organization, management and operation of all outdoor and indoor competitive, recreational, and house league soccer involving its members.

b. In addition, the Club may operate an indoor organization on behalf of its members.

c. The Club may organize teams in any category or division as deemed appropriate, provided such category or division is recognized by the OCSL, ERSL and / or the EODSA and that sufficient members are eligible to form a viable team.

d. The minimum and maximum numbers of players, in any one team, entered for play shall be in accordance with the specific category or division as defined by the OCSL, ERSL and /or the EODSA.

e. The Club fully supports League, District, Provincial and National development programs.

## 6. Club Membership

a. Membership shall be open to all persons residing within the Club's area of jurisdiction, and for others with special circumstances, which may be accepted by the Executive.

b. Membership in the club shall be deemed to be terminated or refused when:

i) The member's seasonal registration expires:

- Summer membership - May 15 to Aug 15
- Fall membership - Aug 16 to Dec 31
- Winter membership - Jan 01 to Apr 15

ii) The member submits a letter of resignation to the club.

iii) The member, by reason of Article 10 (Discipline) or Membership Conduct Agreement By-Law, is expelled by the Executive.

c. The Executive reserve the right to refuse membership to any individual who has demonstrated flagrant violation of this Constitution, Club policies and procedures, the Membership Conduct Agreement By-Law, or who has any outstanding application fees or fines owing to the club (or its affiliated organizations OCSL, ERSL, EODSA, and OSA).

d. The Executive shall annually determine and set the membership application fee for all categories or divisions as deemed necessary. Refunds of individual membership fees shall be handled in the following manner:

- i) 100% refunds can be issued only if the applicant informs the Registrar Officer of their intent to withdraw from a team on or before the OCSL/ERSL team withdrawal deadline.
- ii) 40% refunds can be issued only if the applicant informs the Registrar Officer of their intent to withdraw from a team after the OCSL/ERSL **team** withdrawal deadline AND before the EODSA/OSA **player** registration deadline.
- iii) No refund can be issued after the AIMS Player registration deadline as stipulated by the higher registering body (EODSA/OSA).
- iv) In the case of internal programs such as a House League, 100% refunds can be given if the applicant informs the Registrar Officer of their intent to withdraw from a team 5 days prior to the start of the program as stipulated by Official Club communication. No refunds can be or will be given after such date (Official Club communication date less 5 days).
- v) Pro-rated refunds can be done (with proof of medical note) for any player at any time during the season, for reasons beyond and outside of the player's control.

e. Any (adult) member of the Club in good standing shall (if he / she so wishes) be eligible for election to the Executive Board.

f. The Executive may reduce the paid membership application for certain volunteers and / or sponsors at the

discretion of the Executive, so long as it is not contrary to this constitution.

g. The club shall recognize as an "official member" of the club any of the following categories of people provided they follow the described procedures and responsibilities.

- i) "Regular Adult, Youth or House League Player" is a person wishing to play on any of the club's teams or, in the case of minors, one designated parent or legal guardian, and who:
  - Has paid his / her season's registration fees (as yearly stipulated by the Executive).
  - In the event that he / she wishes (and is allowed by rules and regulations) to play in a different team of the club, he / she will pay a second season's registration fee (as yearly stipulated by the Executive).
  - Understands that in order to become a registered player in leagues such as the OCSL, they cannot (under certain circumstances) be a member of another club.
  - Conduct himself / herself in a manner respectful of the Manager's and / or Coach's technical guidance, abilities and on-field changes (swaps) of players.
  - Has read, signed and follows the club's Membership Conduct Agreement By-Law.
  
- ii) "Team Manager" is a person responsible for managing a team and who:
  - In the event he/she decides to also play during the season, has paid his / her season's registration fees (as yearly stipulated by the Executive), less any financial incentives stipulated below.
  - In the event that he / she wishes (and is allowed by rules and regulations) to play in a different team of the club, he / she will pay (100%) a second season's registration fee (as yearly stipulated by the Executive).
  - Has and / or will commit to team management responsibilities (getting players, obtaining players fees, obtains signed and filled registration forms, pictures, liaising with the Executive, obtaining sponsorships, managing and returning club equipment, follows the teams procedures as per the stipulations of the OCSL, and any other team administration as requested by the Executive) for his / her team for the duration of the season (equal to a seasonal membership and equal to pre-season, in-season and post-season management).
  - In the absence of a Coach, will give proportionately equal playing time (based on endurance and ability) to players in his / her team.
  - Understands that he / she (jointly with the club Executive) is responsible for control of his / her players and supporters at any games played by his / her team.
  - Understands that he / she cannot allow unregistered players to play or practice in his / her team (otherwise will be violating OSA insurance policies).
  - Has read, signed and follows the club's Membership Conduct Agreement By-Law.
  
- iii) "Team Coach" is a person (recognized by outside entities or not) responsible for coaching and who:
  - In the event he/she decides to also play during the season, has paid his / her season's registration fees (as yearly stipulated by the Executive), less any financial incentives stipulated below.
  - In the event that he / she wishes (and is allowed by rules and regulations) to play in a different team of the club, he / she will pay (100%) a second season's registration fee (as yearly stipulated by the Executive).
  - Has and / or will commit to coaching responsibilities for the duration of the season (equal to a seasonal membership and equal to pre-season, during and post season coaching).
  - Will discuss, agree with and be given support and direction by the club's Head-Coach officer.
  - Will give proportionately equal playing time (based on endurance and ability) to players on his/her team.
  - Understands that he / she (jointly with the club Executive) is responsible for control of his / her players and supporters at any games played by his / her team.
  - Understands that he / she cannot allow unregistered players to play or practice in his / her team (otherwise will be violating OSA insurance policies).
  - Has read, signed and follows the club's Membership Conduct Agreement By-Law.
  
- iv) "Administrative Volunteer" is a person committed to help the club (in a verifiable and regular manner) in the club's administrative functions (e.g. Member of the Executive Board or within a program or project established by the club), and who:
  - Agrees to follow this constitution.
  - In the event he/she decides to also play during the season, has paid his / her season's registration fees (as yearly stipulated by the Executive), less any financial incentives stipulated below.
  - In the event that he / she wishes (and is allowed by rules and regulations) to play in a different team of

the club, he / she will pay (100%) a second season's registration fee (as yearly stipulated by the Executive).

- Has and / or will commit to the administrative responsibilities for the duration of the season (equal to a seasonal membership).
- Has read, signed and follows the club's Membership Conduct Agreement By-Law.

v) "Supporter" is a person committed to help the club on occasion, and who:

- Agrees to follow and respect this constitution.
- Has in the past or will contribute to the club (on occasion) either materially or financially.
- Contribution (must be accepted and recognized by the Executive) is sufficient and fair to himself / herself and the club membership.
- Will in the event that they wish to participate at an AGM or SGM, read, sign and follow the club's Membership Conduct Agreement By-Law.
- Supports the club willingly and understands that there is no financial incentive received from the club as a "supporter"

vi) "Honorary" is a person with years of committed sports, community and/or club support and involvement, and who:

- Agrees to follow and respect this constitution.
- Receives approval for this designation from the Executive
- Will in the event that they wish to participate at an AGM or SGM, read, sign and follow the club's Membership Conduct Agreement By-Law.
- Supports the club willingly and understands that there is no financial incentive received from the Club as an "Honorary" member.

## 7. Financial incentives and discounts for volunteer activities

- Are transferable to any LACA member or would-be member
- Each discount applies only once per season per activity role (manager, coach, volunteer, coordinator)
- Cannot be saved for future discounts
- New volunteers can only take advantage of these discounts after completing and demonstrating a full season of participation

**House League (LSS) Coach** – Registration in House League (LSS); 1st child gets 100% discount; 2nd gets 50% discount and 3rd (or more) do not get a discount per season; or for themselves (or designated transfer) for 100% discount registration in a club's adult team for one season.

**House League (LSS) Coordinator** - \$75 discount on House League registrations. There is no discount to register for any of the club's adult teams.

**LACA Adult Team Coach** - 100% discount registration in a club's adult team for one season for themselves (or designated transfer); or registration in House League (LSS); 1st child gets 100% discount; 2nd gets 50% discount and 3rd (or more) do not get a discount per season

**LACA Adult Team Manager** - \$100 season honorarium paid at end of season as long as they have fulfilled 100% TM duties; and 100% discount registration in a club's adult team for one season for themselves (or designated transfer); or registration in House League (LSS); 1st child gets 100% discount; 2nd gets 50% discount and 3rd (or more) do not get a discount per season

## 8. Meetings

### a. Annual General Meeting (AGM)

- The Annual General Meeting (AGM) shall be held no later than the fifteenth (15th) of August of each year.
- August 15th shall also be the club's official year-end date.
- Thirty (30) days notice shall be given to each voting member of any annual general meeting (AGM).
- Acceptable forms of notice shall be in all three forms that follow:
  - Delivered through an article / notice in the Spanish newspaper ECO LATINO.

- The Secretary will produce one package per team; where the package will contain the team's roster as well as a letter (one for each player in the roster) detailing the scheduled AGM (date, time, and place). This package will be given to each Managing Player / Coach accordingly, and who will in turn distribute the letters to each player and get the players signature / date as proof of receipt. Once all letters have been distributed, the Managing Player / Coach will return the roster (with all signatures) to the Secretary.
  - The President will produce one package, where the package will contain the Club's roster of "non-playing" members (e.g. administrative volunteers not playing in any team) as well as a letter (one for each non-playing member in the roster) detailing the scheduled AGM (date, time, place). The President will in turn distribute the letters to each non-playing" member and get their signature / date as proof of receipt. Once all letters have been distributed, the President will return the roster (with all signatures) to the Secretary.
- v) The Notice of the AGM shall also provide an agenda (see below) as well as a brief summary of any intent to amend, or alter the Constitution.
- Order of Business for Annual General Meeting
    - Adoption of Agenda
    - Welcome and Introductions
    - Presentation of Memorial Awards
    - Minutes of the previous Annual General Meeting
    - President's Report
    - Treasurer's Report (Independently Audited Financial Statement)
    - Reports of the Executive Vice-President and Directors
    - Correspondence
    - Presentation of plaque and Coaches' pins
    - Amendments to the Constitution
    - Election of Executive Committee
    - Appointment of Auditors
    - Other Business
    - Closure
- vi) For an AGM to be valid a quorum has to be at least 25% (of the total number of club members) present in the meeting.
- vii) A simple majority (50% + 1) of votes cast by members present at the AGM shall decide finally in all matters.
- viii) At all AGMs, each member present in the meeting, shall be entitled to one vote on all matters, regardless of the number of teams with which they are playing.
- ix) No member shall be entitled to more than one vote and proxy voting is explicitly prohibited.

#### b. Special General Meeting (SGM)

- i) A Special General Meeting (SGM) shall be convened at the request of the majority of the Club Executive, or upon receipt by the Club Secretary of a written request, from member(s) in good standing representing at least 25% of club membership.
- ii) The request shall specify the agenda of the meeting and that no other business shall be transacted without the unanimous consent of the meeting.
- iii) Fifteen (15) days notice shall be given to each voting member of any annual or special general meeting of members.
- iv) Acceptable forms of notice shall be in all three forms that follow:
  - Delivered through an article / notice in the Spanish newspaper ECO LATINO.
  - The Secretary will produce one package per team; where the package will contain the team's roster as well as a letter (one for each player in the roster) detailing the scheduled SGM (date, time, and place). This package will be given to each Managing Player / Coach accordingly, and who will in turn distribute the letters to each player and get the players signature / date as proof of receipt. Once all letters have been distributed, the Managing Player / Coach will return the roster (with all signatures) to the Secretary.
  - The President will produce one package, where the package will contain the Club's roster of "non-playing" members (e.g. administrative volunteers not playing in any team) as well as a letter (one for each non-playing member in the roster) detailing the scheduled SGM (date, time, place). The President will in turn distribute the letters to each non-playing" member and get their signature/date as proof of receipt. Once all letters have been distributed, the President will return the roster (with all signatures) to the Secretary.

- v) The Notice of the SGM shall also provide an agenda as well as a brief summary of any intent to amend, or alter the Constitution.
- vi) For the SGM to be valid a quorum has to be at least 25% (of the total number of club members) present in the meeting.
- vii) A simple majority (50% + 1) of votes cast by members present at the SGM shall decide finally in all matters.
- viii) At all SGM of the Club each member, present in the meeting, shall be entitled to one vote on all matters, regardless of the number of teams with which they are playing.
- ix) No member shall be entitled to more than one vote and proxy voting is explicitly prohibited.

## 9. Club Management

- a. The Club's administration and functions shall be conducted by an elected Executive Board (hereafter referred to as the Executive) and of no less than 3 standing officers.
- b. The Executive shall have the authority to decide all matters that affect the operation, management and administration of the Club and to establish policies, procedures and guidelines as deemed appropriate as long as these are not contrary to, or are prohibited by this own Constitution or those of a higher body (e.g. OCSL, EODSA, ERSL, OSA).
- c. The Executive will ensure that the Treasurer's Financial Statement is annually audited and conform to the previous year's AGM membership appointed and independent auditor; thereafter presented at the next year's AGM.
- d. The club is responsible for obtaining and lending all required equipment (goal nets, flag posts, etc.) to each team, and which is to be returned at the end of the season.
- e. The club will procure at cost or close to cost, each team a proper number of uniforms (shirts, shorts and stockings)

### f. Executive (Elected Officers) Board responsibilities

#### i) President

- Shall be responsible for ensuring that affairs of the Club are conducted in accordance with the Club's Constitution, resolutions of any Special or Annual General Meetings.
- Shall have the active management of the affairs of the Club and he / she shall see that all orders and resolutions of the Executive are carried into effect.
- Shall have the authority to assume the duties of any member of the Executive when such member is unable to act.
- Shall act as a signing officer for the Club.
- Shall oversee proper function of the Discipline Committee.
- Shall liaise with and attend meetings (or ensure that a designated representative for the Club is in attendance) with other area soccer clubs, OCSL, ERSL, EODSA
- Shall ensure that the Club retains a membership in good standing with the EODSA and that payment of all required fees and / or fine levied by the EODSA or the OCSL are paid on a timely basis.
- Shall maintain a small float box (amount to be stipulated by the Executive) for Executive approved expenditures, and shall at the end of each month present to the treasurer an expenditure report with proper receipts and / or proof of expenses.
- Shall ensure (with the full cooperation of the other Executive Members) that a "Yearly Calendar of Events" is made and that scheduled events, programs, functions, etc., described in this calendar are carried out by the Executive.
- Shall at all AGM, SGM or Executive Board meetings withhold his / her vote entitled to him / her and exercise such a vote only and if there is a 50/50 draw on the votes cast by other members in the meeting, in order to break the tie.
- Shall sign the club's Membership Conduct Agreement By-Law.

#### ii) Vice-President

- The Executive Vice-President shall perform all the duties of the President in the absence of the President, or on the President's request.
- The Executive Vice-President shall also be responsible in the administration of the club functions by helping in other areas of responsibility that may be deemed appropriate by the Executive.
- Shall act as a signing officer for the Club.
- Shall sign the club's Membership Conduct Agreement By-Law.

#### iii) Secretary

- Shall have written records of all Executive, Special and Annual Meetings, as well as the minutes of such

meetings.

- Shall have a record of all registered members (players, volunteers, coaches, managers).
- Shall collect (from team managers) and maintain all original copies of the Membership Conduct Agreement By-Law forms duly signed by each player.
- Shall notify the Executive Committee of the time and place of meetings and arrange to reserve meeting places as required.
- Shall perform such other duties as agreed by the Executive.
- Shall be custodian of the seal of the Club, which shall be delivered only to such person or persons as agreed by an Executive resolution.
- Shall keep a written record (copy) of the club's "Yearly Calendar of Events" and ensure that proper anticipated scheduling / notice is given to the Executive in order to carry-out, administer and plan for the events, programs, functions, etc., described in this calendar.
- Shall establish and be responsible for an effective communication network for the distribution of information within and outside the Club.
- Shall sign the club's Membership Conduct Agreement By-Law.

iv) Treasurer

- Shall keep and maintain full and accurate accounts of all receipts and disbursements in books belonging to the Club.
- Shall ensure that a general annual financial statement (budget report) shall be presented at the AGM.
- Shall ensure that a detailed annual financial statement (budget report) is prepared for year-end (August 15th), and a copy of which can be provided (on request) to any member of the club.
- Shall prepare a budget of all anticipated revenues and expenditures of the club for the upcoming season prior to the AGM.
- Shall prepare and submit a written financial report at each regular or scheduled Executive meeting. In essence providing a monthly financial report, particularly during the crucial early months (February, March, April, May, June and July) of the soccer season registration.
- Shall ensure that all financial requirements and obligations are met for events hosted by the Club.
- Shall ensure that all cheques bear any two (2) of the three (3) signing officers' signatures.
- Shall act as a signing officer for the Club.
- Shall sign the club's "Membership Conduct Agreement By-Law.

v) Registrar

- Shall organize, direct and control the timely registration of all players within the club and with the OCSL, EODSA, OSA and other Registrars as needed.
- Shall organize, schedule and publicize the Club's registration activity.
- Shall maintain detail records of members registered with the club and provide an annual report (May 1st) on the club's present number of members (new or renewed) and roster of registered teams.
- Shall provide a written report / roster of registered members at each regular or scheduled Executive meeting between the months of (February and July).
- Shall advise the Executive of any registration irregularities.
- Shall sign the club's Membership Conduct Agreement By-Law.

vi) Head-Coach

- Shall be responsible for the development and implementation of programs designed to develop and enhance the skill level of Club players and coaches. In essence this includes Coach Development and Player Development.
- Shall work in close tandem with the Soccer Development Coordinator
- Shall schedule, organize and work with the coaches of the Club to help improve the level of coaching within the Club.
- Shall coordinate educational sessions for coaches and players and request assistance from outside entities sponsoring soccer clinics for players / coaches as necessary.
- Shall participate as a member of the Discipline Committee when requested to do so by the President.
- Shall be responsible for the selection, maintenance, inventory, distribution (start of season), collection (end of season) and purchase of all club equipment.
- Shall provide an annual report (May 1st) on the club's equipment inventory.
- Shall organize, schedule and publicize the Club's "Try-Outs Event" for the next year / season teams.
- Shall liaise with outside entities to advice, obtain, schedule and arrange for facilities (fields, gyms, etc.) for the club's projects.

- Shall ensure the promotion of health, safety and certification of First Aid and/or CPR among Club coaches, officials and members.
- Shall sign the club's Membership Conduct Agreement By-Law.

vii) Discipline Director

- Shall participate on the OCSL / EODSA Match monitor program.
- Shall participate as a member of the Discipline Committee when requested to do so by the President.
- Shall (at the request of any member of the club) attend any one match to monitor and suggest guidelines geared towards promoting proper discipline and conduct as stipulated by the Membership Conduct Agreement By-Law.
- Shall perform such other duties as agreed by the Executive.
- Shall sign the club's Membership Conduct Agreement By-Law.

viii) Soccer Development Coordinator

- Shall coordinate and participate all administrative tasks having to do with House League (LSS) and Youth programs
- Shall work in close tandem with the Head Coach
- Shall participate as a member of the Discipline Committee when requested to do so by the President.
- Shall (at the request of any member of the club) attend any one match to monitor and suggest guidelines geared towards promoting proper discipline and conduct as stipulated by the Membership Conduct Agreement By-Law.
- Shall perform such other duties as agreed by the Executive.
- Shall sign the club's Membership Conduct Agreement By-Law.

viii) Community Events Coordinator

- Shall coordinate and participate all administrative tasks having to do with community events having to do with sports, heritage, language, immigration, etc.
- Shall work in close tandem with the Public Relations Liaison
- Shall participate as a member of the Discipline Committee when requested to do so by the President.
- Shall (at the request of any member of the club) attend any one match to monitor and suggest guidelines geared towards promoting proper discipline and conduct as stipulated by the Membership Conduct Agreement By-Law.
- Shall perform such other duties as agreed by the Executive.
- Shall sign the club's Membership Conduct Agreement By-Law.

x) Public Relations Liaison

- Shall liaise, advocate and represent the club when dealing with external organizations such as the media, professional soccer organizations, publicity drives, etc.
- Shall work in close tandem with the Community Events Coordinator
- Shall participate as a member of the Discipline Committee when requested to do so by the President.
- Shall (at the request of any member of the club) attend any one match to monitor and suggest guidelines geared towards promoting proper discipline and conduct as stipulated by the Membership Conduct Agreement By-Law.
- Shall perform such other duties as agreed by the Executive.
- Shall sign the club's Membership Conduct Agreement By-Law.

g. Executive (Elected Officers) Meetings

- i) Executive meetings shall be held at least once a month on the second Tuesday of each month.
- ii) Executive meetings shall also be held when so required by the President at any time and place, provided that 72 hours notice of such meeting shall be given to each Executive Officer.
- iii) The chair shall be rotated between all officers of the Executive at all meetings. The rotation shall follow the order as set out in this constitution of the Elected Officers, starting with the President and ending with the Public Relations Liaison.
- iv) The Minutes of Executive meetings shall be recorded by the chair and distributed to all Executive officers, prior to the next Executive meeting. Minutes of Executive meetings shall also be available for review by any member of the club (on request).
- v) Meetings shall be conducted under the "Robert's Rules of Order" and final decisions of Executive



- proceedings shall be made by simple majority (50% + 1).
- vi) A quorum of an Executive meeting shall be no less than five (5) members of the Executive present, for the meeting to be constituted as official.
- vii) Club members may (and are encouraged to) attend any Executive meetings.
- viii) Executive meetings are opened to any member of the club with the clear understanding that they are entitled to a voice on the proceedings but not to a vote.
- ix) Members wishing to attend shall make a request in advance of the meeting to an Executive Officer in writing.

#### h. Executive (Elected Officers) Terms of Office

- i) An Executive Officer shall be elected for a term of 2 years by club members at the appropriate AGM.
- ii) The election (start) of each of the Executive Officers shall be decided by a simple majority (50% + 1) of the votes cast by members at the appropriate AGM.
- iii) The office of any of the Executive Officers will be automatically vacated:
  - If at an AGM / SGM, a resolution is passed by a majority of the members present at the meeting, that the Executive Officer be removed from office.
  - If an Executive Officer has resigned their office by delivering a written resignation to any of the other Executive Officers of the Club.
  - If the Executive Officer fails to carry-out any of his / her responsibilities as set out in the "Executive (Elected Officers) responsibilities" section of this constitution.
  - If the Executive Officer fails to appear to any two consecutive meetings of the Executive Board.
  - If the Executive Officer is found by a court to be of unsound mind.
  - On death.
- iv) If any vacancy in the Executive Board shall occur for any reason, the president can appoint / fill the vacancy with any member (in good standing) of the Club.
- v) This extraneous appointment to the vacancy has to be ratified and confirmed at the next AGM by members present.
- vi) Should a vacancy occur in the Presidency during a term of office, the Executive Vice-President shall assume the position for the duration of the term (until the next AGM).
- vii) Any Executive (Elected Officer) who resigns or is removed from office will be requested to return to the club any and all properties of the club (e.g. soccer equipment, financial equipment and documents, administrative equipment and documents, etc.)
- viii) The Executive shall serve without remuneration and no member of the Executive shall directly or indirectly receive any profit from his position.
- ix) An officer may be paid reasonable expenses incurred by him / her in the performance of his / her duties as approved by the Executive.
- x) The Executive shall have power to authorize expenditures on behalf of the club.
- xi) The Executive may enter into any fund raising enterprise, deemed appropriate, on behalf of the Club.
- xii) The Executive shall appoint Directors, Managers and / or committees as it deemed necessary to assist in the operations of the club.
- xiii) The Executive shall appoint a Discipline Committee of the Club. It shall be empowered to investigate all incidents of unsportsmanlike behavior by any member of the Club and to recommend appropriate action to the Executive.
- xiv) The Executive may enter into an agreement with any financial institutions where the club's funds shall be kept and where the three (3) signing officers shall be: the President, the Vice-President, and the Treasurer.
- xx) The Executive shall adhere to and be subject to the Conflict of Interest Policy 21.0 published rule of the OSA.

#### 10. Amendments

- a. Amendments to this Constitution shall only be made at the AGM or at a SGM called for that purpose.
- b. All proposed amendments are to be received in writing by the Club Secretary at least fourteen (15) days prior to the meeting.
- c. Approval of an amendment shall require a simple majority (50% +1) of votes cast by members present.
- d. Application shall take effect as qualified at the time of approval.
- e. Amendments can be proposed by any member of the Club.

#### 11. Discipline

- a. Discipline will be and is first and foremost in our club, with the goal to serve ourselves, Canadian society and specially, our future generations outstanding role models in and outside athletic abilities, as well as a strong, cohesive and representative organization.
- b. All members (regular players, managing players, coaches, administrative volunteers and supporters) are bound to this constitution by dating and signing their Membership Conduct Agreement By-Law form.
- c. A member in "Good Standing" is any member who has not violated any part of this constitution or the Membership Conduct Agreement By-Law. On the inverse, an individual who has been suspended loses all rights of membership to the Club until the suspension(s) has been terminated and served.
- d. Any member(s) who fails to follow our (published) constitution and / or our (published) Membership Conduct Agreement By-Law, will be subject to fine(s), censure, suspension(s) and / or expulsion from membership of the Club for cause and only after charges have been laid and a hearing held, in accordance with the Club's (published) constitution and (published) Membership Conduct Agreement By-Law and the OSA published rules.

## 12. Sponsorships

- a. Contributions received from sponsors are to be made directly to the club (Latin American Community Association Soccer Club) and will be handled accordingly and appropriately by the Executive and channeled into the club's programs to the choosing of the Executive.
- b. In such cases where the sponsoring entity wishes the funds to go 100% directly into a specific Club's program or team of their choosing, must do so in writing at the time the donation is made.
- c. Otherwise it would be to the discretion of the Executive to choose to sponsor a player or/and or a team within any age category. Such decision would be discussed and voted by all members of the executive.
- d. The sponsorship can cover partial or total cost of registration and related fees.
- e. The sponsorship will be valid for one season with the possibility of been renewed at discretion of the executive.
- f. The sponsorship can't be transfer by the sponsored player or team.
- g. The sponsorship can't be use for any other season but the one assigned by the executive
- h. Sponsorship requests from individuals should be presented to the Executive in writing.
- i. The executive will chose a member or a committee to deal with sponsor ship affairs.

## 13. Dispute Resolution

- a. The Club shall adhere to the Dispute Resolution process as published and approved by the OSA from time to time.
- b. Any member of the Club may initiate the Dispute Resolution process by communicating in writing to the OSA, with a copy to the Club and EODSA, the nature and facts of the dispute. The OSA, at its discretion, may proceed with the Dispute Resolution process by assigning one or more neutral persons to the dispute.
- c. The Dispute Resolution process shall not be used for game discipline, which follows the normal discipline and appeal process.
- d. The Club shall make available to any member the Dispute Resolution process when requested.

## 14. Harassment

- a. The Club shall adhere to the Harassment Policy as published approved by the OSA from time to time.
- b. The Harassment Policy shall apply to all employees, directors, officers, volunteers, coaches, game officials, administrators, players, members and registrants of the Club.
- c. 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.
- d. The Club shall make available to any member the Harassment Policy when requested.

## 15. Appeals

- a. Any member or registrant of the Club directly affected by a decision of the Club may appeal such a decision. The denial or termination of membership in the Club may be appealed by a non-member.
- b. A decision of the Club may be appealed to the EODSA with which the Club is associated. The appeal shall be conducted in accordance with the OSA and EODSA published rules.
- c. An individual shall not appeal a decision made by the Executive regarding the appointment, non-appointment, re-appointment, or revocation of an individual to a 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.
- d. An individual shall not appeal a decision made by the Club regarding a player's team assignment.

## 16. Dissolution

- a. Should the Club be dissolved, for whatever reason, the monies and other assets of the Club shall be held in receivership by the EODSA and shall be made available in full or part by the EODSA to further the development of youth soccer within their jurisdiction.
- b. All or part of assets and monies of the Club shall be made available for payment of any debt and liabilities of the Club.