



Swim BC Directors Appointment Letter

Dear <Insert Name Here>,

We are pleased to confirm your appointment as a Board Director for Swim B.C. (the society). This letter sets out the main terms of your appointment and will form a contract for voluntary services.

1) Appointment

- a) Your appointment as a board director is for a term of <XXX> years, from <Insert Start Date YYYY-MM-DD> until <Insert End Date YYYY-MM-DD>, unless terminated earlier by either party as per Swim B.C. bylaws.
- b) Your appointment is subject to the Swim B.C. bylaws, this letter is not to be considered as excluding or modifying the terms of the by-laws as they apply to you as a director.
- c) If the voting members do not re-elect you as a director or if you are removed from the board according to the by-laws, your appointment will end immediately.
- d) Board directors are appointed for **two-year / three-year** periods. A term extension is subject to re-election at the Annual General Meeting. Notwithstanding any mutual expectation, there is no right to re-nomination by the Board, either annually or after any **two-year / three-year** period.
- e) You will be asked to serve on one or more of the board's committees. When you are appointed to a committee, you will be provided with the relevant terms of reference.
- f) Notwithstanding the previous paragraphs, your appointment may be terminated with immediate effect if you:
 - i) Commit a material breach of your duties.
 - ii) Commit any substantial or repeated breach or non-observance of the society's requirements (including breach of policy, code of conduct, safe sport commitment, or any other statutory, fiduciary, or legal requirement).
 - iii) Are guilty of any fraud or dishonesty, or have acted in a way that, in the reasonable judgement of the society, brings or is likely to bring you or the society into disrepute, or is materially detrimental to the society's interests.
 - iv) Are convicted of any arrestable criminal offence (other than a traffic offence under the Motor Vehicle Act Regulations of B.C. or elsewhere for which a fine or non-custodial penalty is imposed).
 - v) You've been declared bankrupt.
 - vi) Are ineligible to serve as a director.
- g) If issues emerge that cause you concern over your position, please discuss them with the **President**. If you have issues that cannot be resolved and you decide to resign for that or another reason, you must submit a resignation letter to **President** for distribution to the Board.

2) Time Commitment

- a) After an introductory / on-boarding period, you will be expected to spend on average, at least **2-3 days** every **month** on society business, including but not limited to:
 - i) Board meetings
 - ii) Board retreats or professional development



- iii) Preparation for, and attending the Annual General Meeting
 - iv) Committee meetings as assigned.
 - v) Meetings with stakeholders / members
 - vi) Board evaluation process
 - vii) Other tasks as defined by the Board.
- b) It is expected that you will attend the meetings and events listed above unless urgent and unavoidable circumstances prevent you from doing so.
- c) The nature of the role makes it impossible to specify the maximum time commitment (in terms of hours per week/month/year). There is always the possibility of additional time commitment in terms of due diligence and preparation for a meeting or an ad hoc matter that may arise, especially during periods of increased activity within the society. Occasionally, it may be necessary to have extra Board, committee, or member meetings.
- d) By accepting this position, you affirm that, notwithstanding any other obligations you may have, you can and will devote adequate time to your Board Director responsibilities.

3) Duties

- a) You will be expected to discharge your duties, whether statutory, fiduciary, or common law, in a manner that is commensurate with the tasks of your position and your knowledge, abilities, and experience.
- b) You will exercise your powers as a director in accordance with any relevant laws and regulations, including the B.C. Societies Act [SBC 2015] and any applicable sport governance codes.
- c) You will have regard to the general duties of Directors as set out in Part 5, Division 3, Section 53 of the B.C. Societies Act [SBC 2015], including the duty to act with a view to the purposes of the society.
- d) As a director you will:
- i) Challenge and aid in the creation and or application of the society's vision and strategic plan in a constructive manner.
 - ii) Examine the performance of the society and its leadership in reaching agreed-upon goals and objectives, as well as the performance reporting.
 - iii) Confirm that financial information for the society is accurate and that financial controls and risk management systems are robust and defensible.
 - iv) Determine the appropriate levels of compensation, rewards and recognition for the Executive Director and play a key role in appointing, terminating, and planning the succession of the Executive Director (if applicable).
 - v) Invest time in expanding and updating your knowledge and abilities.
 - vi) Support the President and other Directors in creating a strong culture, attitudes, and behaviours in the Boardroom and beyond by upholding high standards of honesty, integrity, and respect.
 - vii) Insist on receiving high-quality information in sufficient time before Board meetings.
 - viii) Consider the opinions of members and other stakeholders when applicable.
 - ix) Be obliged to exercise relevant powers and adhere to the by-laws of the society.
 - x) Be required to exercise your directorship based on the society's policies and procedures.
 - xi) Disclose any direct or indirect conflict of interest you may have in any matter being discussed at a board meeting or committee meeting, and you will not vote on any resolution



of the board or of one of its committees on any matter in which you have a direct or indirect interest, unless permitted by the by-laws.

- xii) Immediately report to the President your own misconduct or the wrongdoing or proposed wrongdoing of any employee or Director that comes to your attention.
- xiii) Not enter into any legal or other obligation or contract on behalf of the society unless specifically authorized by the Board to do so.

4) Remuneration and Expenses

- a) There is no remuneration for this role. Being a Board Director of this society is voluntary.
- b) The society will reimburse you for all reasonable travel expenses incurred in the performance of your activities as a board director. The procedure and additional instructions for expense claims are available from the Executive Director or Administrative Coordinator.
- c) Upon completion of your term or termination of your appointment, you shall only be entitled to reimbursement in the normal way of any expenses properly incurred prior to that date.

5) Conflict of Interest

- a) You are required to disclose any significant swimming specific commitments outside of this role to the board. You must also notify the President of any modifications to these commitments. Before taking additional swimming specific commitments that could result in a conflict of interest, a conflict with your duties to the society, or a reduction in the amount of time you can dedicate to your work at the society, the President must be notified.
- b) It is understood and acknowledged that you have disclosed any apparent or actual conflicts of interest. If you become aware of any further potential or actual conflicts of interest, they must be revealed to the President as soon as they become evident.

6) Confidentiality

- a) You acknowledge that all information acquired during your appointment is confidential to the society and should not be released, communicated, or disclosed to third parties either during your appointment or following termination (by whatever means) without the President's prior approval and written consent.
- b) This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.
- c) You acknowledge the need to securely store and safeguard organizational information (in whatever format you receive it), and in accordance with B.C.'s Freedom of Information and Protection of Privacy Act [RSBC 1996] and the Personal Protection Information Act (PIPA).

7) Onboarding

- a) Swim BC will initiate an onboarding process immediately following your appointment, typically during the first Board meeting. Swim BC's **Administration Coordinator** will provide further information.

8) Review Process

- a) Annually, the performance of individual directors, the board as a whole, and its committees are evaluated. Additional information will be provided as the process evolves.

9) Insurance and Indemnity



- a) Swim BC maintains directors' and officers' liability insurance (D&O) and intends to keep it in effect for the duration of your appointment. The Executive Director can provide more information on the coverage.

10) Change to personal details.

- a) Please promptly notify the Administrative Coordinator of any changes or other personal contact information. We are required to update this information with BC Registries.

11) Return of Property

- a) Upon completion of your time on the Board (regardless of the reason), you shall return all documents, records, papers, and other society property in your possession or under your control that relate in any way to Swim BC's affairs, and you shall not retain copies thereof.

12) Data Protection

- a) By signing this letter, you consent to the society holding and processing information about you for legal, personnel, administrative and management purposes and any sensitive personal data as defined in B.C.'s Personal Protection Information Act (PIPA).
- b) You consent to the transfer of such personal information for administration purposes and other purposes in connection with your appointment, where it is necessary or desirable for the society to do so.
- c) You will comply with Swim BC's Personal Information Protection Policy, a copy of which will be provided to you.

13) Law

- a) Your appointment with the society is governed by and shall be interpreted in accordance with the laws of British Columbia and is subject to the jurisdiction of the British Columbia courts.
- b) This letter contains the entire terms and conditions of your appointment, and any waiver or modification must be made in writing and signed by all parties.

If you are willing to accept the terms as outlined in this letter, please sign, and submit to the President for signature.

Sincerely,

President

Date (YYYY-MM-DD)

I confirm and agree to the terms of my appointment as a Director of Swim B.C. as set out in this letter.

Appointed Board Director

Date (YYYY-MM-DD)