



<b>Date of Approval:</b> December 18, 2025	<b>Next Review:</b> December 2028	<b>Approved by:</b> WGB Board of Directors
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# BOARD MEMBERS' DUTIES POLICY & DIRECTOR AGREEMENT

## 1.0 POLICY STATEMENT

The Whitehorse Glacier Bears Swim Club (WGB) is a registered non-profit organization governed by a Board of Directors in accordance with the Yukon Societies Act (including Part 5 – Directors). Members of the Board are entrusted with the overall stewardship of WGB and are expected to act in a manner that supports the organization's mission, values, and long-term sustainability.

All Directors are required to understand and comply with the duties and responsibilities outlined in this policy and to sign the Director's Agreement attached as Appendix A.

## 2.0 PURPOSE

The purpose of this policy is to clearly define the legal, ethical, and operational responsibilities of members of the WGB Board of Directors, and to provide a common framework for effective governance.

## 3.0 RELATED DOCUMENTS

- *Yukon Societies Act*
- *WGB Bylaws*
- *Conflict of Interest Policy*
- *Confidentiality Policy*
- *Directors' Roles and Responsibilities*

## 4.0 SCOPE OF POLICY

This policy applies to all members of the WGB Board of Directors, whether elected or appointed, and is intended to be read in conjunction with the WGB Constitution, Bylaws, and the Yukon Societies Act.

## 5.0 BOARD MEMBERS' DUTIES

Directors of WGB collectively and individually owe duties of diligence, loyalty, and obedience to the organization.

### 1) DUTY OF DILIGENCE

- Act honestly, in good faith, and in the best interests of WGB.
- Exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.
- Be adequately informed, attend meetings prepared, and actively participate in Board decision-making.
- Ask questions, seek clarification, and rely on appropriate information when making decisions.
- Anticipate foreseeable risks and take reasonable steps to mitigate and manage them.

## **2) DUTY OF LOYALTY**

- i. Place the interests of WGB ahead of personal, professional, or external interests.
- ii. Disclose any actual, perceived, or potential conflicts of interest in accordance with WGB's Conflict of Interest Policy.
- iii. Refrain from influencing discussion or decision-making where a conflict exists.
- iv. Maintain the confidentiality of WGB information and respect privacy obligations.
- v. Avoid using their position for personal gain or advantage.

## **3) DUTY OF OBEDIENCE**

- i. Act in accordance with WGB's bylaws, policies, and governing documents.
- ii. Ensure that WGB complies with applicable laws, regulations, and contractual obligations.
- iii. Support the regular review and updating of governing documents to ensure they remain current, accurate, and compliant.
- iv. Ensure that committees, volunteers, and staff act within the authority granted by the Board.

## **6.0 EXPENSES**

Directors serve in a volunteer capacity and are not remunerated for being Directors, in accordance with WGB Bylaws. Reasonable out-of-pocket expenses necessarily incurred in the performance of Board duties may be reimbursed in accordance with WGB policies and section 4.11 of the Bylaws, upon submission of an approved expense claim and supporting receipts.

## **Appendix A – Director’s Agreement**

This Agreement confirms that the undersigned is eligible for nomination as a Director, or has been elected or appointed, to serve on the Board of Directors of the Whitehorse Glacier Bears Swim Club. By signing this Agreement, the Director agrees to the following terms and conditions:

### **1. CONDITION PRECEDENT - CRIMINAL RECORD CHECK**

The Director agrees to obtain and provide a criminal record check, including a vulnerable sector check, prior to undertaking any responsibilities as a Director, and to renew such checks upon request by WGB.

The Board, in its sole discretion, will determine whether any information disclosed presents an unacceptable risk to the safety, security, or reputation of WGB, and may determine the Director’s continued eligibility to serve.

### **2. RESPONSIBILITIES OF THE DIRECTOR**

The Director agrees to:

- I. Act in accordance with the purposes of WGB as set out in the Constitution.
- II. Comply with the duties and responsibilities outlined in the Board Members’ Duties Policy.
- III. Act in accordance with the Yukon Societies Act, WGB Bylaws, and all applicable Board policies.
- IV. Participate in Board meetings as reasonably required and contribute to effective governance and decision-making.
- V. Conduct themselves in a professional, respectful, and ethical manner while representing WGB

### **3. TERMINATION**

This Agreement will terminate upon the earliest of:

- I. Expiry of the Director’s term of office, which concludes at the close of the next Annual General Meeting following their election;
- II. Resignation of the Director;
- III. Removal of the Director by Special Resolution of the members in accordance with the WGB Bylaws and the Yukon Societies Act;
- IV. The Director being declared bankrupt or of unsound mind by a court of competent jurisdiction;
- V. Death of the Director.

### **4. CONFIDENTIALITY**

The Director agrees to comply with WGB’s Confidentiality Policy. The Director shall not, during or after their term, disclose confidential or proprietary information obtained through their role, except where authorized by the Board or required by law.

**5. CONFLICT OF INTEREST**

The Director agrees to comply with WGB’s Conflict of Interest Policy and to promptly disclose any actual, perceived, or potential conflicts.

**6. PROPRIETARY RIGHTS**

All intellectual property, including written materials, electronic documents, software, databases, branding, logos, and other works created by the Director in the course of their duties shall remain the sole property of WGB. Such materials may not be used, reproduced, or distributed without prior written consent from WGB.

**7. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the Yukon Territory.

**8. GENERAL PROVISIONS**

- I. No waiver of any provision shall be effective unless made in writing.
- II. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.
- III. Any amendments must be made in writing and approved by the Board.
- IV. If any provision is found to be unenforceable, the remaining provisions shall continue in full force and effect.

The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.

This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.

If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.

The Director hereby agrees to abide by the terms and conditions outlined in this Agreement. To evidence their agreement, the Director has signed this Agreement.

Director’s Name (print)

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Director’s Signature

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Date of Signature

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