

**By-Laws of Edgewater Home and School Association**

**Adopted: (1985)**

**Amended: November 8, 2016**

## 1.0 Definitions

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Wherever possible, words used in these by-laws have the same definitions as in the *Companies Act*.

<i>By-laws</i>	The rules by which X conducts its business.
<i>Conflict of interest</i>	A situation in which a board or committee member could benefit personally from a decision made by the board or committee. The "conflict of interest" is that the person's benefit could be in conflict with the best interest of the organization. The by-laws have rules for dealing with conflict of interest situations.
<i>Dissolution</i>	The Company stops operating and is no longer in business.
<i>Executive</i>	Executive committee as defined in the constitution.
<i>Ex-officio</i>	Because of one's role or position. For example, the President is an <i>ex officio</i> member of committees, because of holding the position of president.
<i>Fiscal</i>	Related to money or finance.
<i>Indemnity</i>	Not subject to penalties or liabilities that happened because of work done on behalf of X.
<i>Member</i>	Member of the Home and School Association
<i>Motion</i>	A statement beginning with "I move that..." or "Moved that..." on which members are asked to vote "in favour" or "opposed." or "abstain"
<i>President</i>	Chairperson of the Executive
<i>Quorum</i>	The minimum number of members who must be present to carry on business at a meeting.
<i>Reimbursement</i>	Money paid back to a person who spends his or her own money for expenses related to X.
<i>Remuneration</i>	Money paid to a person for providing a service (wages or fees).

## 2.0 Name

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The name of the organization is Edgewater Home and School Association

## 3.0 Not-for-Profit Status

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Edgewater Home and School Association is a not-for-profit organization.

The work of Edgewater Home and School Association is carried on without purpose of gain for its members. Any profits, revenues or other assets shall be used solely to promote and achieve the purposes of the association as stated in the constitution.

## 4.0 Head Office

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The headquarters of Edgewater Home and School Association *is 220 Cardinal Leger, Pincourt*, Quebec J7W 3Y5, or at any other place determined by the Executive.

## 5.0 Membership

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### 5.1 Eligibility

Those who support the purpose and core values of Edgewater Home and School Association and who pay an annual membership fee are eligible to be members.

### 5.2 Types of Membership

5.2.1 A member in Edgewater Home and School Association may be:

- a. a regular voting or
- b. an associate voting member, as stated in the Constitution.

### 5.3 Becoming a Member of the Local Association

5.3.1 Voting membership in the local Association shall be granted upon payment of the prescribed fees to the local association and subsequently to the provincial federation.

5.3.2 In order to vote at regular meetings or the Annual General Meeting, membership dues must be paid in full by December 1<sup>st</sup>. Exceptions will be made for families who enrol in the school after December 1<sup>st</sup>. Their membership must be paid by April 15<sup>th</sup>.

5.3.3 Membership will be valid from September 1<sup>st</sup> of the current school year to September 30<sup>th</sup> of the following school year for voting purposes only.

### 5.4 Privileges of Membership

5.4.1 A full member of Edgewater Home and School Association:

- a. is entitled to attend all general meetings, special meetings and annual general meetings of Edgewater Home and School Association, and
- b. is entitled to vote on all matters of business at Edgewater Home and School Association meetings, and

- c. has other privileges and responsibilities described in these by-laws and in related standing rules passed by the membership of Edgewater Home and School Association.

**5.4.2** An associate member of Edgewater Home and School Association:

- a. is entitled to attend all general meetings, special meetings and annual general meetings of Edgewater Home and School Association, and
- b. is entitled to vote on all matters of business at Edgewater Home and School Association meetings, and
- c. has other privileges and responsibilities described in these by-laws and related standing rules passed by the membership of Edgewater Home and School Association.

## **5.5 Membership Responsibilities**

A member of Edgewater Home and School Association is responsible to:

- a. support the purpose and core values of Edgewater Home and School Association and,
- b. pay annual membership fees, and
- c. abide by the by-laws and standing rules of Edgewater Home and School Association

## **5.6 Fees**

**5.6.1** The base annual fee is established by the Québec Federation of Home and School Associations (QFHSA) at its' Annual General Meeting.

**5.6.2** The membership of Edgewater Home and School Association establishes its own annual membership (cannot be lower than the minimum annual fee set by QFHSA) and the fees will be ratified by the Members at the Annual General Meeting or a general meeting of the members.

**5.6.3** Membership fee is defined as: one membership per family.

## **5.7 Termination of Membership**

Members may end their relationship in Edgewater Home and School Association by:

- a. not paying fees and/or notifying the association that they no longer wish to be members
- b. violating any provision of the articles, by-laws, or written policies of the association
- c. carrying out any conduct which may be detrimental to the association as determined by the Executive.

Note: for point b and c member will be advised that their membership will be revoked, there will be no reimbursement of membership fees.

## 6.0 Executive

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6.1 An Executive member must be a paid up member of Edgewater Home and School Association.

6.1.1 It is preferable that members of the Executive were a member of Edgewater Home and School Association or another Home and School Association for at least one year.

6.2 The minimum number of Executive positions are: President, Treasurer and Secretary.

### 6.3 Purpose of the Executive

6.3.1 The purpose of the Executive is to guide the affairs of Edgewater Home and School Association through setting policy and over-all direction.

6.3.2 The Executive is responsible for:

- a. Edgewater Home and School Association constitution, by-laws and standing rules
- b. ensuring proper financial management of Edgewater Home and School Association *and*
- c. Carrying out the purpose of the Home and School as outlined in the constitution in collaboration with the school administration.
- d. Assuring that the Association remain in good standing with the QFHSA by submitting the required paperwork and fees as dictated by the QFHSA.
- e. Fulfilling the obligations outlined in the Local Association Renewal Form.

6.3.3 To carry out its purpose, the Executive may take any steps it considers necessary on behalf of Edgewater Home and School Association.  
**The exception is when the Executive has received mandatory directives from the QFHSA.**

### 6.4 Executive Terms

6.4.1 The term for an Executive member is up to **2 years after which nominations for the position will be held opening it to all interested members of the Home and School Association** including the outgoing members.

### 6.5 Election of Executive Members

6.5.1 Members of Edgewater Home and School Association elect the Executive members at the Annual General Meeting.

6.5.2 Nominations:

A call for nominations will be sent out to the membership **45 days** before the Annual General Meeting. The slate of nominees will be sent to the membership **15 days** before the Annual General Meeting. Other nominations may be taken from the floor at the Annual General Meeting.

### 6.5.3 Vacant Positions

6.5.3.1 If an Executive position becomes vacant between elections, the Executive may appoint a member to fill the vacant position until the next election.

6.5.3.2 If an Executive position is not filled at the Annual General Meeting the Executive may appoint someone during the school year until the next election.

## 6.6 Duties of Executive Members

6.6.1 The duties of the Executive members will be outlined in the by-laws and standing rules of **Edgewater Home and School Association**.

### 6.6.2 Duties of the President

- a) chairs all meetings, prepares agendas, etc.
- b) ensures that the Home and School Association follows its' constitution, by-laws and standing rules
- c) is a member of all committees (ex-officio)
- d) acts as a liaison between the Home and School Association and the school administration
- e) submits an activity report to the QFHSA by June 30<sup>th</sup>
- f) prepares an agenda for the meeting in consultation with the administration

### 6.6.3 Duties of the Vice-President

- a. assists the President
- b. carries out the President's duties when the President is not able to do so, or when the President requests the Vice-President to do so.

### 6.6.4 Duties of the Treasurer

*The treasurer* is responsible for overseeing the finances and maintaining the financial records of **Edgewater Home and School Association** which includes the following duties:

- a. delivers a financial report at each executive and regular meeting
- b. After the close of each financial year shall compile and submit to the Executive and membership a report for the financial year and arrange for the financial audit/review as stipulated in the Constitution.
- c. After the close of the financial year shall submit a report to the QFHSA by August 10<sup>th</sup>.
- d. Shall ensure the safe keeping of all financial records for a period of seven years.
- e. Is the liaison between the Home and School and the bank.

### 6.6.5 Duties of the Secretary

The Secretary is responsible for:

- a. the minutes of **Edgewater Home and School Association** meetings, and
- b. the minutes of Executive meetings, and

- c. any other books and records related to **Edgewater Home and School Association** meetings
- d. takes attendance at meetings

## **7.0 Removal of Executive Members and Committee Chairs**

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- 7.0.1** An Executive member or Committee Chair can be removed from the Executive or committee if the Executive feels the member is not acting in the best interests of **Edgewater Home and School Association**.
- 7.0.2** An Executive member or Committee Chair may be removed from the Executive if:
  - 7.2.1** A two-thirds majority of Executive members request in writing to the President the removal of that Executive member or Committee Chair from the Executive or committee or
  - 7.2.2** A majority of the members vote to remove the Executive Member or Committee Chair at a special meeting.
- 7.0.3** The President, or such other officer shall provide 20 days notice of the removal to the Executive or Committee Chair, provide reasons in writing for the proposed removal and send copies to the QFHSA office.

## **7.1 Appeal Process**

- 7.1.1** The Executive member or Committee Chair may make written submissions to the President, or other such officer designated by the Executive, in response to the notice received in the twenty (20) day period.
- 7.1.2** If a written submission is received, upon consultation with the Executive, the President or designate will consider the submission and respond with a final decision within a further twenty (20) days.
- 7.1.3** Copies of all documents are to be sent to the QFHSA at the same time as they are being sent to the Executive Member, Committee Chair, President or designate.

## **8.0 Meetings**

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### **8.1 Regular Meetings**

- 8.1.1** Notice of a regular meeting will be sent out electronically and posted 7 days prior to the meeting.
- 8.1.2** At the first meeting of the year meeting dates for the school year are scheduled.

8.1.3 If both the President and Vice President are absent, another member of the Executive can be designated by the President to conduct the meeting.

8.1.4 A quorum for a regular meeting is 5 of the regular members that have fully paid their fees and 4 Executive members.

8.1.5 Even if one or more members do not receive a meeting notice, resolutions or any other business conducted at the meeting will be valid.

## 8.2 Special Meetings

8.2.1 A special meeting may be called at any time by:

- a. the President, or
- b. the Vice President, or
- c. a majority vote of the Executive, or
- d. the Secretary, if at least 4 of the executive members have submitted a signed, written request for a meeting or at the request of 10 regular members.

8.2.2 A members' request for a special meeting must be done in writing to the President or the Vice President and must stipulate the reason for the meeting.

8.2.3 A special meeting must be held within 20 days after a member of the Executive receives the written request as stipulated in 8.2.2.

8.2.4 Notice of a special meeting will be sent out electronically and posted 7 days prior to the meeting.

8.2.5 The special meeting will only deal with agenda items listed in the notice that was sent out to members.

8.2.6 Even if one of the members does not receive a meeting notice, resolutions or any other business conducted at the meeting will be valid.

8.2.7 A quorum for a regular meeting is 5 of the regular members that have fully paid their fees and 4 Executive members.

## 8.3 Executive Meetings

8.3.1 A notice of an Executive meeting will be sent out electronically 5 days prior to the meeting.

8.3.2 A simple majority of Executive members (51%) is a quorum.<sup>1</sup>

8.3.3 If agreed to by all the executive members, an executive meeting may be held by video or telephone conferencing.

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<sup>1</sup> 8.3.2 "quorum" = in this clause, "quorum" is the minimum number of executive members who must be present in order to carry on business at an executive meeting.



8.3.4 Even if one or more members do not receive a meeting notice, resolutions or any other business conducted at the meeting will be valid.

## 8.4 Annual General Meeting

8.4.1 Notice of the Annual General Meeting shall be sent electronically and posted **4** weeks prior to the meeting. The Annual General Meeting will be held in May of June of the current school year.

8.4.2 A quorum for a regular meeting is **5** of the regular members that have fully paid their fees and 4 Executive members.

8.4.3 The Annual General Meeting will take place **at the regular meeting destination**

8.4.4 The Annual General Meeting must include:

- a. minutes from the last Annual General Meeting, and
- b. the President's annual activity report, and
- c. the financial report of the past fiscal year,<sup>2</sup> and
- d. an election of Executive members if required.
- e. ratification of the family membership fee for the next school year.

8.4.5 Even if one or more members do not receive a meeting notice, resolutions or any other business conducted at the meeting will be valid.

## 8.5 Parliamentary Rules at Meetings

Robert's Rules of Order will be the generally accepted form of parliamentary procedure at regular meetings, special meetings, executive meetings and annual general meetings of Edgewater Home and School Association.

## 8.6 Voting

8.6.1 There is one vote per family living at the same address.

8.6.2 Voting must be by a member in good standing of the association.

8.6.3 Voting privileges can be extended to cover the first Home and School meeting of the following school year until September 30th.

8.6.4 Voting may be by show of hands, secret ballot, e-mail or by any other method determined by the executive, and stated in the standing rules.

8.6.5 A motion is passed if a simple majority (51%) of those who vote are in favour of the motion.

8.6.6 If the vote is equally for and against, the president will break the tie.

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<sup>2</sup> 8.4.4 "past fiscal year" = financial reports about the last 12-month period of time July 1 to June 30<sup>th</sup>.

## **8.7 Executive Members Absence(s) from Meetings:**

- 8.7.1 Executive members are expected to attend all meetings.
- 8.7.2 If an Executive member finds it impossible to attend a meeting, the Executive member must notify the President.
- 8.7.3 Executive members may lose their positions on the Executive if absent from three consecutive meetings.
- 8.7.4 The Executive may excuse an Executive member's absence(s) if the absence(s) are due to circumstances the other members of the Executive find acceptable.

## **9.0 Signing authority and Expenditures**

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- 9.1 Any of the following may have signing authority for Edgewater Home and School Association
  - a. President, and/or
  - b. Vice-President and/or
  - c. Treasurer and/or
  - d. Secretary
- 9.2 Any two of the following may sign cheques of Edgewater Home and School Association
  - a. President, and/or
  - b. Vice-President, and/or
  - c. Treasurer, and/or

- 9.3 With the Treasurer's and or President's consent, the executive may authorize expenditures up to **\$250.00** for incidental items. The expenditures will be documented and presented to the members at the next Home and School meeting.

## **10.0 Payment to Executive and Regular Members**

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- 10.1 Executive members are not paid for their services as Executive members.
- 10.2 All Home and School members can be reimbursed for expenses incurred for Home and School activities. Members cannot hire internally or externally without prior approval.
- 10.3 Work done by a Home and School member is on a volunteer basis. Members will not be compensated for their time.

## **11.0 Contracts to Home and School Members**

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- 11.1 A Home and School member can be contracted to perform a special service for **Edgewater Home and School Association** providing that the position was advertised to all Home and School members and the hiring committee was composed of at least 3 people.
- 11.2 If an Executive member receives a contract from the Home and School he/she must resign his/her position on the Executive for the duration of the contract.
- 11.3 A Home and School member applying or fulfilling a contract shall abstain from any vote relating to the contract.

## **12.0 Conflict of Interest**

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- 12.1 Executive and Regular members are in a conflict of interest if they or a member of their family can benefit financially or materially from **Edgewater Home and School Association**.
- 12.2 If a Home and School member is in a possible conflict of interest, the member must:
- a. disclose to the Association the nature and extent of his or her interest and,
  - b. refrain from influencing the Association's decisions on the issue, and
  - c. if the Association requests, provide relevant information, and
  - d. if necessary leave the meeting when discussion on the issue occurs.
  - e. refrain from voting on the issue

## **13.0 Fundraising**

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- 13.1 **Edgewater Home and School Association** may fundraise to carry out the business of **Edgewater Home and School Association**.
- 13.2 All fundraising activities must be approved by the home and school members and governing board.

## **14.0 Review of Accounts**

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- 14.1 A financial audit/review of Edgewater Home and School Association will be done every 3 years by a chartered accountant.
- 14.2 The financial audit/review for the previous year is presented to the membership at the Annual General Meeting.
- 14.3 For purposes of financial accounting and record keeping, the fiscal year of Edgewater Home and School Association will be from *August 1<sup>st</sup> to July 30<sup>th</sup>*

## **15.0 Minutes, Books and Records**

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- 15.1 The Secretary is responsible for preparing and keeping:
  - a. minutes of Edgewater Home and School Association meetings, and
  - b. minutes of Executive meetings, and
  - c. any other books and records related to Edgewater Home and School Association
- 15.2 Edgewater Home and School Association books and records are kept at a designated Home and School space at the school.
- 15.3 Edgewater Home and School Association books, accounts and records must be available for inspection upon request of members.
  - 15.3.1 Edgewater Home and School Association members may inspect the books, accounts and records as long as they give reasonable notice to those responsible for keeping the books, accounts and records.

## **16.0 Authority for Contracts**

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- 16.1 All contracts entered into by Edgewater Home and School Association must be in writing and be signed by the President, Vice-President, or other person(s) authorized by the Executive.
- 16.2 Programs must be approved by the membership and governing board. Upon approval the contracts may be signed by the Executive.
- 16.3 Edgewater Home and School Association may obtain an outside or legal opinion on a proposed contract if the Executive or other person(s) authorized by the Executive recommends it.

## **17.0 By-law and Policy Amendments**

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17.1 Edgewater Home and School Association by-laws may be changed by the members at a special meeting or at the annual general meeting. Any changes must be ratified by the members at the annual general meeting.

17.2 Approval by a minimum of **51%** of the members in attendance who vote is needed to pass the resolution to ratify the by-laws.

17.3 The membership may change Edgewater Home and School Association policies and standing rules at a regular meeting.

#### **18.0 Legal Responsibility and Indemnity<sup>3</sup>**

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18.1 No Edgewater Home and School Association member is personally responsible for Edgewater Home and School Association debt or liability as long as they fall within the guidelines established by the QFHSA and its insurers.

18.2 When Executive members or others are authorized to act on behalf of Edgewater Home and School Association, and a legal or administrative action results in costs or expenses, Edgewater Home and School Association will not require Executive members or other authorized persons to pay any penalties, liabilities, costs or expenses, if the authorized persons:

- a. acted honestly and in good faith with a view to the best interests of Edgewater Home and School Association, and
- b. in cases involving criminal or administrative action enforced by monetary penalty, had reasonable grounds to believe their conduct was lawful, and
- c. immediately notified Edgewater Home and School Association of any action or proceeding
- d. cooperated with Edgewater Home and School Association in its defence in a manner that was reasonable in the circumstances.

#### **19.0 Dissolution**

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19.1 All debts of the Association shall be paid before the monetary assets are transferred to the QFHSA to be held in trust.

(Adopted this date, November 2016 \_\_)

(Updated this date, 20\_\_)

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<sup>3</sup> Article18 "indemnity" = not subject to penalties or liabilities that happened because of work done on behalf of X