



# Odawa Native Friendship Centre Corporate By-laws

By-law #9, DRAFT revision, September 23, 2021



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## Odawa Native Friendship Centre Corporate By-laws

A By-law relating generally to the conduct of the affairs of Odawa Native Friendship Centre and replaces By-law #8 and any preceding By-law.

BE IT ENACTED AND IT IS HEREBY ENACTED as a By-law of the Odawa Native Friendship Centre Inc. (hereinafter called the "Friendship Centre" or "ONFC").

### Article I. Definition

1.0 Hereinafter the following terms shall have the following meanings:

- 1.1. **"Indigenous"** means any person self-identified as being of First Nation, Métis or Inuit ancestry, status or non-status.
- 1.2. **"Member"** means any person who has a membership in good standing with the Friendship Centre and holds a Class A Membership.
- 1.3. **"Non-Voting Member"** means members who do not have the right to vote at any Member's Meeting and holds a Class B Membership.
- 1.4. **"Good Standing"** means a person who has paid the required membership fee, if any, acts in a manner consistent with the aims and objectives of the ONFC and follows the policies and procedures of the ONFC including the Code of Ethics.
- 1.5. **"Meeting"** means any meeting duly called in accordance with this By-law.
- 1.6. **"Employee"** means any person directly employed by the Friendship Centre.
- 1.7. **"Staff"** means employees, placements, volunteers, and contractors.
- 1.8. "Youth" means any person who is 18 to 24 years old.
- 1.9. "Conflict of Interest" is a situation where there is a real or perceived divergence in interests between ~~the individual interests of a Director and their professional and work-related obligations, such that there may be a reasonable question that their conduct may have been influenced by their own personal interest or circumstances~~ the role and duties as Director of the Corporation and their role in any other capacity, including personal and professional.
- 1.8.1.10. "Family member" is defined as a mother, father, son, daughter, brother, sister, spouse, uncle, aunt, nephew, niece, grandparent, grandchild, or any individual irrespective of relationship that normally lives in the same household. In all instances, this definition shall include those who are in-laws, common law or through traditional relationships.
- 1.9.1.11. **"Nepotism"** means favoritism, or the perception of favoritism, shown based on family relationships which can lead to unfair practices by a



person in power.

~~1.10~~1.12. **"Consensus"** means the agreement of people to undertake a specific direction. It is to give consent voluntarily to an option, direction or provide permission for a course of action to be undertaken.

~~1.11~~1.13. **"Statute"** means an enactment made by a legislature and expressed in a formal document; a law.

## 2.0 General

### 2.1. In this by-law:

2.1 a) heading or sub-headings are convenience only and do not form a part of this by-law, and in no way define, limit, alter or enlarge the scope or meaning of any provision;

2.1 b) a reference to a statute includes every amendment to it, every regulation made under it and any law enacted in substitution or in replacement of it;

2.1 c) unless otherwise clear from the context, whenever the singular is used, it will include the plural, and the use of the plural includes the singular, and wherever the masculine is used, it will include the use of the feminine, and the use of the feminine includes the masculine;

2.1 d) unless otherwise clear from the context, the use of the word "including" means "including, but not limited to", and the use of the word "includes" means "includes, but is not limited to"; and,

~~2.1 d)~~2.1 e) a reference to an article, section or sub-section number refers to an article, section or subsection of this by-law unless otherwise stated.

## Article II. Head Office

3.0 The Head Office of the corporation shall be in the City of Ottawa, In the Province of Ontario, and at such place therein as the Directors may from time to time determine.

## Article III. Seal

4.0 The seal of the Friendship Centre shall be of such design as is compliant with government regulations.

5.0 The seal shall be affixed to all documents requiring execution under the corporate seal, by such party or parties as, from time to time, may be authorized by the Board of Directors.

6.0 The seal shall be kept at the Head Office of the Corporation in a safe and secure location.

## Article IV. Aims and Objectives



- 7.0 The purpose of the Friendship Centre shall be:
- 7.1. To assist Indigenous people in their adjustment to life in Ottawa and environs while bringing and keeping together Indigenous elders and Indigenous youth.
  - 7.2. To advance, foster, encourage and promote the traditions, culture, and social interests of Indigenous people in Ottawa and environs, including the development of programs and activities in the furtherance thereof.
  - 7.3. To promote friendship, understanding, and respect between Indigenous people and non- Indigenous people in Ottawa and environs.
  - 7.4. To provide a medium for the development and realization of leadership potential of Indigenous people in Ottawa and environs.
  - 7.5. To maintain a dialogue between Indigenous people and their representative, levels of government, the academic community, and the community at large as to issues affecting Indigenous people ~~and to the organization of positive action in respect of the latter.~~
  - 7.6. To affiliate and or cooperate with other organizations and groups whose objectives are like or complement those of the corporation.
  - ~~7.7. To manage a Friendship Centre for the use and enjoyment of Indigenous and non-Indigenous peoples in Ottawa and environs.~~
  - ~~7.8. To develop a Community Services Hub in conjunction with our Community Hub Partner Organizations.~~
  - ~~7.9.~~7.7. To receive donations, legacies, and devises of money and property of all kinds for the promotion of the objectives of the corporation and to extent of all kinds for the promotion of the objects of the corporation and to extend, contribute, disburse, and otherwise manage or dispose of such funds and property for such objects.
  - ~~7.10.~~7.8. To solicit, receive and hold contributions of money and property for the objects of the corporation, to sell or convert any property into money from time to time to invest and re- invest any principal in investments authorized by law for the investment of trust funds, and to disburse and distribute such money and property in the furtherance of the objects of the corporation.
  - ~~7.11.~~7.9. To do all things incidental and necessary to achieve the foregoing objects, including cooperation with governmental and municipal departments and agencies and working through, entering relations with and cooperating with other similar organizations in furthering the aims and objects of the corporation.
  - ~~7.12.~~7.10. To organize projects and carry out programs consistent with those of a non-profit charitable organization in order to alleviate and minimize, wherever possible, adverse social and economic conditions encountered by Indigenous people in Ottawa and environs in order to affect a general improvement of their



overall welfare and well-being.

~~7.13-7.11.~~ 7.11. To do all such other things as are incidental or conducive to the attainment of the above objects, subject to the Charitable Gifts Act: (a) to acquire, accept, solicit or receive, by purchase, lease, contract, donation, legacy, gift, grant, bequest, or otherwise.

~~7.14-7.12.~~ 7.12. It is expected that all Members, Board of Directors, staff and program participants will uphold the Code of Ethics.

## 8.0 Code of Ethics:

~~8.1. A member of the ONFC must be a community member within the catchment area of the ONFC.~~

~~8.2-8.1. Members, employees, volunteers and Board of Directors of ONFC~~ We all must show respect and honour all Indigenous beliefs and customs and must act and speak with the pride and dignity that Indigenous Heritage demands.

~~8.3-8.2.~~ 8.2. We all must be committed to information sharing, referrals, recreation, and social activities, cultural reinforcement, community development and all other such activities which ensure Indigenous people a better quality of life through Indigenous self-determination.

~~8.4-8.3.~~ 8.3. We all must honor the belief of supporting unity amongst all Indigenous people regardless of legal definitions of Status, Non-Status, Métis, Indian or Inuit.

~~8.5-8.4. As a member, employees, volunteers, and Board of Directors of the ONFC we will~~ We all must support the work towards the stated aims and objectives of the organization.

~~8.6-8.5. ONFC will always~~ We all must conduct ~~itself-ourselves~~ in a manner that brings respect and credibility to our Friendship Centre.

~~8.7-8.6.~~ 8.6. We will be tolerant of diversity, honest with its opinions and above all respect the opinions of others even if we disagree.

~~8.8-8.7. ONFC will show~~ We all must show honour and respect throughout our interactions with each other.

## Article V. Membership

### 9.0 Classes of Memberships:

~~9.1. Class A – with all the qualifications already set out in Sections 10.1 to 10.9~~

~~9.2. Class B - equivalent to your “Friends of the Friendship Centre” set out in 10.10. This would be a non-voting class of members open to persons who do not qualify for regular (Class A) membership and to organizations.~~

~~9-10.0~~ 10.0 ~~Application for Mm~~ Application for membership to in the Friendship Centre is open to all persons who:



~~9.1.10.1.~~ 9.1.10.1. Are Indigenous regardless of status or are married to, or have a common-law relationship with, an Indigenous individual;

~~9.2.10.2.~~ 9.2.10.2. Are 18 years of age or older;

~~9.3.10.3.~~ 9.3.10.3. Are not an employee of the Friendship Centre;

~~9.4.10.4.~~ 9.4.10.4. Normally residing in the City of Ottawa or within ~~100 50 K~~kms of the Ottawa city centre (the "Catchment area");

~~9.5.10.5.~~ 9.5.10.5. Agree to uphold the Code of Ethics;

~~9.6.10.6.~~ 9.6.10.6. Have paid the annual membership fee and has been approved by the Board of Directors ~~prior to the annual general meeting~~;

~~9.7.10.7.~~ 9.7.10.7. Support the Aims and Objectives of the Friendship Centre;

~~9.8.10.8.~~ 9.8.10.8. Support the continued development of Indigenous culture and traditional ways; and, agree to conduct themselves according to the policies and procedures of the Friendship Centre.

~~9.9.10.9.~~ 9.9.10.9. The Board of the ONFC has the authority to grant honorary lifetime status to a member in consideration for the member's past contributions to the ONFC. Honorary lifetime status means that the member shall enjoy all the privileges of membership and shall no longer be required to pay membership fees.

~~9.10.10.10.~~ 9.10.10.10. The status of Class B, "Friends of the Friendship Centre" shall be granted to Indigenous or non-Indigenous people, who are 18 years of age and older, who are not otherwise eligible to hold membership, but have made significant contributions to the ONFC, to the Friendship Centre movement or the Indigenous community. They shall be non-voting members, eligible for all the benefits of membership aside from voting privileges.

~~10.011.0~~ 10.011.0 Membership Rights and Procedures:

~~10.1.11.1.~~ 10.1.11.1. General members in good standing are entitled:

~~10.1 a)11.1 a)~~ 10.1 a)11.1 a) To attend all special and general meetings of members and to receive a notice of such meetings;

~~10.1 b)11.1 b)~~ 10.1 b)11.1 b) If otherwise qualified, ~~It~~ to be elected as a director or officer of the Corporation; and

~~10.1 c)11.1 c)~~ 10.1 c)11.1 c) To one vote on each question arising at any special meeting or general meeting of members.

~~10.1 d)11.1 d)~~ 10.1 d)11.1 d) Class B members, "Friends of the Friendship Centre", in good standing shall be entitled to receive notice of and attend all special and general meetings of members but shall not be entitled to vote or to be elected as a director or officer of Corporation.

~~10.1 e)11.1 e)~~ 10.1 e)11.1 e) Membership applications ~~may be~~ submitted to the Board



~~following within thirty (30) days of the last Board meeting held prior to the AGM, but they shall not be considered for approval until the Board meeting held following the AGM.~~

~~11.1 f)~~ 11.1 f) Members are required to advise the Centre of their current address so they may receive proper notice of events and meetings.

~~10.1 f)~~ 11.1 g) Membership is non-transferable.

~~10.1 g)~~ 11.1 h) Application for membership shall be made to the Board of Directors of the Friendship Centre as set out on an application form which shall from time to time be determined by the Board of Directors.

~~10.1 h)~~ 11.1 i) Membership shall be valid until the adjournment of the upcoming AGM.

~~10.1 i)~~ 11.1 j) The Board of Directors of the Friendship Centre shall consider any application for membership in the Friendship Centre no later than the next regular meeting of the Board of Directors following the date of receipt of the application for membership.

~~10.1 j)~~ 11.1 k) The Secretary of the Board of Directors shall be responsible for ensuring that applicants are notified in writing of the Board's decision within 10 days after the date of the decision.

~~10.1 k)~~ 11.1 l) Membership fees shall be set by a majority vote of the Board of Directors and shall be in effect until changed at any subsequent Board Meeting.

~~10.1 l)~~ 11.1 m) Membership ceases:

~~10.1 l)1~~ 11.1 m)1 When the member resigns membership in writing.

~~10.1 l)2~~ 11.1 m)2 When the member moves out of the catchment area.

~~10.1 l)3~~ 11.1 m)3 Upon adjournment of an AGM.

~~10.1 m)~~ 11.1 n) The Board of Directors shall ensure that a complete membership list is kept at the Friendship Centre. The membership list should be present at every Board of Directors meeting.

~~11.0~~ 12.0 Termination of Membership:

~~11.1.12.1.~~ 12.1. The Board of Directors may revoke membership if;

~~11.1 a)~~ 12.1 a) The member has breached the ONFC policies and the Code of Ethics; or,

~~11.1 b)~~ 12.1 b) The member has breached the Aims and Objectives of the Friendship Centre.

~~11.2.12.2.~~ 12.2. In all instances, membership will be revoked by a minimum of a 2/3



majority vote of the Board of Directors in favour of the revocation of membership.

~~11.3.~~12.3. If membership is revoked, a letter advising the Member of the Board of Directors' decision shall be sent to the Member within 10 days from the date of the decision.

~~11.4.~~12.4. The person whose membership has been revoked has a right to appeal to a general membership meeting called for that purpose. The appeal must be ~~filed~~made within ~~21~~15 days from the date the Member is notified of the revocation of the letter notifying the Member of the revocation of membership and a general membership meeting shall take place within 60 days from the date the appeal is received. The simple majority vote of members in attendance at this meeting shall rule.

## Article VI. Meeting of Members

### ~~12.0~~13.0 Annual Meeting

~~12.1.~~ The annual meeting of members shall be held no later than June 30<sup>th</sup> each year, or no later than 15 months after holding the preceding annual meeting (2010, c. 15, s. 52(1b)), at a place and

13.1. location determined by the motion of the Board of Directors. At annual meetings, ~~the business transacted shall consist of: ere shall be presented a written report of the Directors of the affairs of the Friendship Centre, the auditors' report, the election of the Board of Directors and such other information or reports relating to the Friendship Centre's affairs as the Directors may determine. At such meetings, any Member shall have an opportunity to raise any matter relevant to the affairs of the Friendship Centre. Under no circumstances may staff or personal matters be raised at an annual general meeting;~~

13.1 a) receipt of the agenda;

13.1 b) receipt of the minutes of the previous annual and subsequent special meetings;

13.1 c) consideration of the financial statements;

13.1 d) report of the auditor;

13.1 e) reappointment or new appointment of the auditor for the coming year, and

13.1 f) election of Directors; an

~~12.1 a)~~13.1 g) under no circumstances may personnel matters be raised at an Annual General Assembly



#### ~~13.0~~14.0 ~~Special General~~ Meetings

~~14.1.~~ ~~A special General~~ meetings of the Members may be called by an ordinary resolution e 2/3 majority vote of the Board of Directors to be held at any date and any time and at any place within Ontario. Each general meeting shall be called for a specific purpose which will be outlined in the notice of the meeting. No other business can be conducted except for those items set out in the notice.

~~13.1.~~ ~~Under no circumstances may staff and personal matters be raised at a general members meeting.~~

~~13.2.~~14.2. A special meeting must be held for the purpose of amending the By-laws. Refer to Article XIII Special Meeting

~~13.3.~~ ~~There are two types of special meetings:~~

~~13.4.~~ ~~A special meeting must be held for the purpose of amending the by laws Refer to Article XV.~~

14.3. A special meeting of the members shall be called upon receipt of a petition requesting a special meeting of members signed by 1/10 of the voting (Class A) members. The petition shall be hand delivered to the Secretary of the Board of Directors at the head office of the Friendship Centre. The Board of Directors shall forthwith call a special meeting of the Members. If the Directors do not, within forty-five days from the date of the deposit of the petition, call and hold the meeting, any of the petitioners may call the meeting. No other business except for the Items set out in the notice may be conducted at a special meeting of the Members.

~~13.5.~~14.4. Under no circumstances may personal ~~and~~ net matters be raised at a special meeting.

#### 14.015.0 Notice of Meetings

~~14.1.~~15.1. Notice of times and place of any Members' meeting shall be given to each Member by telephone, electronic, mail or other communication methods at least thirty by sending the notice by prepaid mail (30) days before such meeting. This requirement for notice of any meeting may be waived by any Member or any irregularity in any notice of any meeting may be excused by any Member of the Friendship Centre. No error in giving notice of any meeting of the Members shall invalidate such meeting or make void any proceedings taken at such meeting. No other method than sending a letter to the last known address of the Member shall be required.

#### 15.016.0 Quorum

~~15.1.~~16.1. A quorum shall be 10% of the voting members in good standing, or 10



voting members in good standing, not including the Board of Directors, whichever is ~~greater~~less, to be present to legally convene a member's meeting. ~~Proxy votes shall not be considered in establishing a quorum.~~

#### ~~16.0~~17.0 Voting of Members

~~16.1~~17.1. Each Class A member of the Friendship Centre who ~~is has been~~ a member in good standing ~~for thirty days before the meeting~~ is entitled to one vote. At all meetings of members, ~~unless consensus is achieved~~ every question shall be decided by a majority of votes of the members present.

~~16.2~~17.2. ~~Every q~~Questions shall be decided by a show of hands unless a ballot is requested by any member by the declaration of the Chair that it has been carried, lost, or withdrawn; such is to be recorded in the minutes. If a ballot is demanded, it shall be conducted in a manner acceptable to the majority of votes of the members present. A demand for a ballot may be withdrawn.

~~16.3. In all voting processes, votes will be counted by observers present in the room. No voting member shall be part of any process involved in counting votes or ballots.~~

~~16.4~~17.3. It is acceptable to undertake decisions using consensus providing that all matters are introduced by motion, seconded and the chair pursues securing consensus. It is important that consensus is interpreted by members as their lack of opposition to the direction intended and while they may not be in full support, they are not prepared to interrupt the direction of the majority opinion. If consensus cannot be achieved, then voting must be pursued.

~~16.5~~17.4. Each Class A voting member in good standing at a meeting shall have the right to exercise one vote. No Proxy voting is permitted.

#### ~~17.0~~18.0 Chairperson

~~17.1~~18.1. The President will chair all meetings of the Friendship Centre and may delegate the chair responsibilities to another Director or an independent party as meeting circumstances dictate.

#### ~~18.0~~19.0 Adjournment

~~18.1~~19.1. A meeting shall be adjourned to a time and place as the meeting participants shall prescribe. No further notice of the reconvened meeting will be required.

### Article VII. Board of Directors

~~19.0~~20.0 The Board of Directors of the Friendship Centre may exercise all such powers of the Friendship Centre that are not by statute or by the by-laws expressly directed or required to be done by the Friendship Centre membership at a meeting of the members.

~~20.0~~21.0 The Board of Directors shall further have the right to delegate to the Executive



Committee or any Employees it may engage, any powers of the board subject to restrictions it may set or as set out in the by-laws or by statute.

~~21.0~~22.0 Directors shall serve without remuneration and no Director shall directly or indirectly receive profit from their position as Director.

~~22.0~~23.0 Any Director who has a real or perceived direct or indirect personal or outside interest in a matter before the Board of the Friendship Centre shall declare this as a conflict of interest to the Board and refrain from voting or seeking to influence the matter. The Director shall immediately leave the room while the discussion and decisions are being made with respect to the matter ~~in of raising the~~ conflict.

~~23.0~~24.0 The Board of Directors shall observe a strict conflict of interest policy which shall include avoiding any family relationships amongst the Board and Staff; any relationships with contractors and any cross representation with any other Indigenous or non-Indigenous agencies, boards, or commissions which the Friendship Centre has dealings with.

~~24.0~~25.0 No Director shall speak, write or seek legal counsel on behalf of the Friendship Centre without prior authorization from the Board of Directors.

~~25.0~~26.0 Nepotism shall be in all instances avoided. No two Family members shall participate on the Board or the Board and employees of the Friendship Centre. Should any related individual be hired during the term of office of any director, the related director shall immediately resign prior to the Family member reporting to work at the Friendship Centre.

~~26.0~~27.0 Each Board meeting agenda shall include: statement with respect to conflict of interest, minutes of the previous meeting, a written report from the Executive Director, current financial statements, a review of progress of the strategic plan, a review of a portion of the policies and procedures of the ONFC so that every sections has been reviewed every 24 months, applications for membership and any other such matters the Board must consider such as but not limited to the appointment of the legal counsel, annual staff salaries, benefits, insurance, etc.

~~27.0~~28.0 Board members are required to support and uphold all resolutions passed by the Board. ~~legal decisions which are confirmed by consensus or majority vote.~~

~~28.0~~29.0 Number of Directors

~~28.1~~29.1. The Board of Directors shall consist of 9 voting directors, whereby one seat shall be reserved for Youth, selected by the Members in accordance with this By-law and any policies implemented by the Board. No more than two Board positions ~~may shall~~ be held by non-Indigenous members.

~~29.0~~30.0 Term

~~29.1~~30.1. The term of office for a director of the Board of Directors is two years. Directors may serve for no more than three consecutive terms.

~~29.2~~30.2. After the third term, the director must be absent from the Board of



Directors for one year before being eligible to be elected as a director.

30.031.0 Election

~~30.1.31.1.~~ At the annual general meeting mMembers nominated being proposed for the position of Board of Directors must ensure they are free from any nepotism or conflict of interest ~~In order to be eligible to qualify to be elected as a director.~~

31.2. Directors shall be elected annually at the Annual General Meeting or at a Special Meeting of the members. Length of terms is to be staggered so that at each AGM, four or five Board positions shall be up for election. Any vacancy created shall be elected at the annual general meeting to fulfill the remainder of the vacancy's term of office.

31.3. The Board of Directors shall have one seat reserved for Youth. This shall be from the existing numbers of the Board. The Youth shall be elected for a term of one year. The individual holding the youth seat must be between the ages of 18 – 24 inclusive. The Youth shall be elected by all Members attending the AGM. Any Youth who will become 25 years of age during the year of office shall be ineligible to run for election as the youth Board member.

31.032.0 Every Director shall:

~~31.1.32.1.~~ Be 18 years of age or older;

32.2. Be a member of the Friendship Centre in good standing for at least ~~6 months~~30 days prior to the AGM;

32.3. Not be an undischarged bankrupt;

~~31.2.32.4.~~ Not be a current employee of the Friendship Centre or a former employee of the Friendship Centre who worked for the Centre in the last ~~two~~one years;

~~31.3.32.5.~~ Not have an unpardoned criminal offense against a person or theft of property ~~in the past ten years;~~

~~31.4.32.6.~~ Not have a criminal conviction ~~f~~or fraud;

~~31.5.32.7.~~ Not have a criminal conviction for a crime against a vulnerable person;

~~31.6.32.8.~~ Consent to and show proof of applying to obtain criminal records and vulnerable persons check within 30 days of being elected. A copy must be submitted to the Executive committee within 90 days;

~~31.7.32.9.~~ Be free from any nepotism;

~~31.8.32.10.~~ Be bound by confidentiality about the business of the Friendship Centre beyond their term of office; and,

~~31.9.32.11.~~ Agree to adhere to all Friendship Centre policies and procedures.

~~31.10.32.12.~~ Directors understand the need to be responsible and communicate in



a timely manner. Therefore, aside from written notice of a period of absence, Directors shall respond to messages and emails within (one) 1 business day, and to be prepared to conduct business including having reviewed materials sent before the prescribed meeting.

### 32.033.0 Vacancies Board of Directors

32.1.33.1. If a quorum of the Board of Directors remains, the Board of Directors may fill vacancies of the remainder of the vacant term from eligible nominees for the Board from the last meeting during which an election was held. If none of the nominees can fill the position, the Board may, by resolution, appoint a Director from among the membership ~~with the support of most of the directors of the Board of Directors.~~

### 33.034.0 Removal of Directors

33.1.34.1. The office of the Director of the Friendship Centre shall be vacated:

33.1 a)34.1 a) If he/she is or becomes bankrupt;

33.1 b)34.1 b) If he/she is found to be incapable of managing property by a court or under Ontario law ~~to be mentally incompetent or becomes of unsound mind;~~

33.1 c)34.1 c) If by notice in writing to the Secretary of the Board of Directors, he/she resigns his/her office.

33.1 d)34.1 d) If he/she misses three regular meetings unexcused of the Board of Directors in a twelve-month period;

33.1 e)34.1 e) If he/she is found by the Board deemed to have misused or abused their authority as a Board member, thereby placing the organization at risk;

33.1 f)34.1 f) If he/she fails to comply with Friendship Centre policies and procedures;

33.1 g)34.1 g) If he/she intends to apply for a position at the Friendship Centre; and,

34.1 h) If a family member gains employment at the Friendship Centre, the related Director shall resign prior to the family member starting their employment.

34.1 i) If, at a meeting of Members, a resolution is passed, removing the Director before the expiration of the Director's term of office.

### 34.035.0 Quorum, Meetings, Board of Directors:

34.1.35.1. Fifty percent plus one of the Directors shall form a quorum for the transaction of business.

34.2.35.2. The Directors will meet ~~monthly~~ quarterly or a minimum of ~~ten~~ four



times per year, and as needed.

#### 35.036.0 Openings & Closings

35.1.36.1. All meetings shall be opened and closed in a culturally appropriate manner.

#### 36.037.0 Voting

36.1.37.1. Questions arising at any meeting of the directors shall be decided by a majority of votes. The Chair shall not have a vote, except in case of a tie, where the chair of the meeting shall cast the deciding vote. All votes at any such meeting shall be taken by a show of hands unless a ballot is demanded by any Director.

36.2.37.2. Consensus decision making may be pursued. However, where time and urgency require if the consensus is not immediately forthcoming, then voting should be pursued. It is important that BoardsDirectors understand that consensus should only be withheld where they strenuously object to the direction being proposed. Once ~~the decision is made~~ a resolution is passed, the full Board must support the decision, regardless of their vote.

#### 37.038.0 Means of Meetings

37.1.38.1. ~~Unless the by-laws otherwise provide, if all the directors of the Board are present at or participating in a meeting consent, a Board~~ meetings may be held by telephone, electronic or other such communications as facilities permit all persons to simultaneously and instantaneously communicate. A director participating in the meeting by those means is deemed for the purpose of the meeting to be present. At each vote, those on the telephone or electronic communications will be asked by the Chair to verbally state their vote on any matters before the Board.

#### 38.039.0 Remuneration of Directors

38.1.39.1. The Board may, by policy, provide for a Director to be paid reasonable travel expenses incurred should a director be authorized to travel on Friendship Centre business.

#### 39.040.0 Indemnities to Directors and Others

39.1.40.1. Every Director or officer of the Friendship Centre or another person who has undertaken or is about to undertake any liability on behalf of the Friendship Centre and their heirs, executors, and administrators and estate and effects respectively shall always from time to time and be indemnified and be saved harmless out of funds of the Friendship Centre from and against:

1. a)1 All costs, charges and expenses whatsoever which such Director, officer, or other person sustains or incurs in or about any action, suit or proceeding



which is brought, commenced or prosecuted against him/her for in respect of any act, deed, matter or thing whatsoever made, done or permitted by him/her in or about the execution of the duties of his/her office.

1. a)2 All other costs, charges, and expenses which she sustains or incurs in or about or in relation to the affairs whereof except such costs, charges or expenses as are occasioned by his/her own willful neglect or default.

#### 40.041.0 Election of the Officers and Executive Committee

40.1.41.1. The ~~Officers Executive Committee of the Board of Directors~~ shall be selected by the Board of Directors from amongst the members of the Board of Directors. ~~The Board of Directors shall elect the Executive Officers.~~ No Board member can hold more than one ~~Office Executive committee office~~. The Board shall fill vacancies in any Office the Executive committee, however, caused, from amongst the Board. The Officers of the Corporation together, form the Executive Committee.

#### 41.042.0 ~~The composition of~~ Duties of the Officers

41.1.42.1. The Executive Committee shall consist of the President, Vice President, Secretary, and Treasurer.

##### 41.1 a)42.1 a) President:

41.1 a)142.1 a)1 Shall ensure that all duties of the officers are carried out according to the wishes of the Friendship Centre. Specifically, he/she shall:

41.1 a)1a.42.1 a)1a. Preside at all meetings of members and the Board of Directors;

42.1 a)1b. Call meetings for the Executive as circumstances require; ~~to supervise the Executive Director~~

41.1 a)1b.42.1 a)1c. Provide regular supervision and support of the Executive Director as set out in the Friendship Centre's policies and procedures;

41.1 a)1c.42.1 a)1d. Act as the political spokesperson and political representative of the Centre;

41.1 a)1d.42.1 a)1e. Undertake public relation activities as are necessary;

41.1 a)1e.42.1 a)1f. Act as a signing officer;

42.1 a)1g. Serve as an ex officio member of all Board Committees; and,

41.1 a)1f.42.1 a)1h. Any or other such functions duties as the Board so directs by resolution.



~~41.1 b)~~42.1 b) The Vice-President:

~~41.1 b)1~~42.1 b)1 Assume the duties, responsibilities of the President in his or her absence from any Centre meetings and shall assist the President in the performance of his or her duties. Specifically, he/ she shall:

~~41.1 b)1a~~42.1 b)1a. Assume the duties, responsibilities, and powers of the office of President until the next meeting should the office of President become vacant for any reason;

~~41.1 b)1b~~42.1 b)1b. Act as a signing officer;

~~41.1 b)1c~~42.1 b)1c. Any other such functions as the Board so directs by resolution; and

~~41.1 b)1d~~42.1 b)1d. Serve as the Chair of the Personnel Committee

~~41.1 c)~~42.1 c) The Secretary:

~~41.1 c)1~~42.1 c)1 The Secretary shall be the ex officio clerk of the Board of Directors. Specifically, he or she shall:

~~41.1 c)1a~~42.1 c)1a. Attend all meetings of the Board and Executive Committee and ensure all proceedings are recorded and accurate minutes kept thereof;

~~41.1 c)1b~~42.1 c)1b. Ensure that notice of meetings is given in accordance with this By-law;

~~41.1 c)1c~~42.1 c)1c. Ensure that the seal is housed properly at the centre's head office and is affixed to such records, correspondences, and contracts and other documents as is appropriate;

~~41.1 c)1d~~42.1 c)1d. Act as a signing officer;

~~42.1 c)1e~~42.1 c)1e. Chair the Membership Committee;

~~42.1 c)1f~~42.1 c)1f. Ensure proper membership records are kept;

~~42.1 c)1g~~42.1 c)1g. review all requests for membership with the Board and ensure that decisions are documented by motion and that notice is sent to the applicants;

~~41.1 c)1e~~42.1 c)1h. Any other such functions as the Board so directs by resolution.

~~41.1 d)~~42.1 d) The Treasurer

~~41.1 d)1~~42.1 d)1 The Treasurer of the Executive Committee shall be known and perform his/her duties as the treasurer of the



Centre. Specifically, he/she shall:

~~41.1 d)1a.~~42.1 d)1a. Ensure all monies paid to the centre are received and deposited in designated bank accounts;

~~41.1 d)1b.~~42.1 d)1b. Ensure books of account and financial records of the centre are kept and are made available to the auditor in time for the preparation of the annual audit;

42.1 d)1c. Present such financial records and statements as may be required by the Friendship Centre and are available for presentation at each meeting to act as a signing officer;

42.1 d)1d. -Chair of the Finance Committee; and,

~~41.1 d)1e.~~42.1 d)1e. A ~~and~~ any other such functions as the Board so directs by resolution.

~~41.1 e)~~42.1 e) Powers of the Executive Committee

~~41.1 e)1~~42.1 e)1 The Board of Directors may delegate the Executive Committee any powers of the Board of Directors, subject to restrictions contained in the by-laws or as imposed by the Board of Directors, as it may from time to time decide. The Executive Committee shall report to the Board of Directors on all actions since the ~~pre~~ceeding meeting.

## Article VIII. Committees

~~42.0~~43.0 Ad hoc or standing committees of the Board may be struck by the Board of Directors. The membership, terms of reference and procedures for the committee shall be approved by the Board of Directors.

~~43.0~~44.0 Committees may make recommendations to the Board of Directors within the purview of their terms of reference and must receive prior approval from the Board of Directors before their recommendations may be acted upon.

## Article IX. Notices

~~44.0~~45.0 Service

~~44.1~~45.1. Any notice to be given to any Member or director or auditor shall be served either personally or by sending prepaid courier, regular mail, email or facsimile, addressed to each Member or director or auditor at her address as it appears In the books of the Friendship Centre or, if no address be given therein, then to the last address of such Member, director or auditor known to the Secretary of the Friendship Centre.



~~45.0 Signatures to Notices~~

~~45.1. The signature to any notice may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.~~

46.0 Computation of Time

~~46.1.~~ Where a given number of days' notice or notice extending over any period is required to be given, the day of service or posting of the notice shall, unless it is otherwise provided, be counted in such number of days or another period.

~~46.2.~~ 46.1. Example: Notice to membership for AGM is calculated from date notice mailed, not date received.

47.0 Proof of Service

47.1. With respect to every notice sent by post, it shall be enough to prove that the envelope containing notice was properly addressed and put into a post office or into a post office letterbox.

47.2. A certificate of ~~the President, the Secretary or other~~ any Officer of the Friendship Centre in office at time of the making of the certificate as to facts in relation to the mailing or delivery of any notice to any Member, director, officer or auditor or publication of any notice shall be conclusive evidence thereof ~~and shall be binding on every Member, director, officer or auditor of the Friendship Centre, as the case may be.~~

**Article X. Execution of Contracts.**

48.0 The Board of Directors is authorized from time to time by resolution to appoint any officer or officers or any person or persons on behalf of the Friendship Centre either to sign a particular document or type of document ~~contracts, documents or instruments in writing.~~

49.0 ~~After Board approval,~~ Contracts, documents or instruments in writing requiring the signature of the Friendship Centre may be signed by either the President or Vice-President together with the Secretary, and all contracts, documents or instruments in writing so signed shall be binding upon the Friendship Centre without any further authorization or formality. The corporate seal of the Friendship Centre may, when required, be affixed to contracts, documents or instruments in writing by officer or officers or any person or persons appointed as aforesaid by resolution of the Board of Directors.

50.0 ~~The terms "contract, documents or instruments in writing" as used herein shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of shares, bonds, debentures or other securities and all paper writings. Without limiting the density of the foregoing, either the President or Vice-President together with the Secretary are authorised to sell, assign, transfer, exchange, convert or convey, and all share, shares, bonds, debentures, rights, warrants or other securities owned by or registered in the name of the Friendship Centre or otherwise all assignments, transfers,~~



~~conveyances, powers of attorney and other instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying such shares, bonds, debentures, rights, warrants, or other securities.~~

#### ~~51.0~~ Financial Arrangements

~~51.1. All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by two of the signing officers of the Friendship Centre.~~

#### ~~52.0~~51.0 Fiscal Year

~~52.1.~~51.1. The fiscal year of the Friendship Centre shall be from April 1 to March 31.

#### ~~53.0~~52.0 Auditors

~~53.1.~~52.1. The Members at each annual meeting shall appoint an auditor to audit the accounts of the Friendship Centre and to hold office until the next annual meeting. The Board of Directors may fill any casual vacancy in the office of the auditor or appoint a new auditor should fiduciary liability require it. The remuneration of the auditor shall be fixed by the Board of Directors.

### Article XI. Borrowing

53.0 The Directors may from time to time, by ~~formal~~ resolution:

~~53.2.~~53.1. Borrow money on credit of the Friendship Centre;

53.2. Issue sell or pledge securities of the Friendship Centre; and

53.3. charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Friendship Centre, including book debts, rights, powers, franchises, and undertakings, to secure any securities or any money borrowed, or other debts, or any other obligations or liability of the Friendship Centre.

### Article XII.—Banking

~~54.0—The Board of Directors shall designate, by resolution, those directors, officers or employees of the Friendship Centre authorized to transact the banking business or any part thereof of the Friendship Centre with the banks, trust companies or other financial institutions carrying on a banking business that the Board of Directors has designated as the Friendship Centre's bankers. Those persons so designated shall have the authority set out in the resolution including, unless otherwise restricted, the power to:~~

~~54.1.—Operate the Friendship Centre's accounts with the banker;~~

~~54.2.— Make, sign, draw, accept, endorse, negotiate, lodge, deposit or transfer any of the cheques, promissory notes, drafts, acceptances, bills of exchange and~~



- ~~orders for the payment of money of the Friendship Centre;~~
- ~~54.3. Issue receipts for and orders relating to any property of the Friendship Centre;~~
- ~~54.4. Executes any agreement relating to any banking business and defining the rights and powers of the parties thereto; and~~
- ~~54.5. 53.4. Authorizes any officer of the bank to do any act or thing on the Friendship Centre's behalf to facilitate the banking business.~~

### Article XIII. By-law Amendment

~~55.054.0~~ Subject to applicable laws, the Board of Directors may, by resolution, make, amend or repeal any by-laws that regulate the activities or affairs of the Corporation. Any such by-law, amendment or repeal shall be effective from the date of the resolution of directors until the next meeting of members where it may be confirmed, rejected or amended by the members by ordinary resolution. If the by-law, amendment or repeal is confirmed or confirmed as amended by the members it remains effective in the form in which it was confirmed. The by-law, amendment or repeal ceases to have effect if it is not submitted to the members at the next meeting of members or if it is rejected by the members at the meeting. ~~The by-laws of the Friendship Centre or any part of them may be amended or repealed by resolution of an affirmative vote of not less than two thirds (2/3) of the Members attending and entitled to vote at a duly convened meeting. The by laws may only be amended or repealed at a meeting called for the purpose of amending the by laws, or at the Annual General Meeting should such an action be identified in the notice and proper materials sent to all the members 30 days prior to the meeting.~~

~~56.0~~ Where amendment or repeal of the by laws of the Friendship Centre or any part of them is to be proposed by a member, a notice of motion incorporating the text of the proposal shall be submitted to the Board of Directors not later than sixty days prior to the date of the meeting at which such amendments are to be considered is to be moved. A copy of the notice of motion shall be forwarded to each member of the Friendship Centre not less than thirty (30) days prior to the meeting.

~~57.055.0~~ The Board of Directors shall review the by-laws annually and make revisions as required.

### Article XIV. Board of DirectorsStaff

~~58.056.0~~ The Friendship Centre~~Board of Directors~~ may employ an Executive Director and such other staff, full or part-time, under terms necessary for the Friendship Centre to further its aims and objectives. The President of the Board of Directors is responsible for the day to day supervision of the Executive Director. The Executive Director shall be responsible for supervising and directing all staff, shall act as the Board/Staff liaison and shall undertake other such duties as the Board of Directors and Friendship Centre



policies direct.

~~59.0~~57.0 The Board of Directors shall develop a clear job description for the Executive Director ~~that includes a defined Executive Privilege.~~

~~60.0~~58.0 The Executive Director shall be dismissed only by the ~~resolution~~motion of the Board of Directors.

~~61.0~~59.0 The Board of Directors shall determine, by resolution, the remuneration of all staff and agents of the Friendship Centre.

## **Article XV. Winding up and Disposal of Assets**

~~62.0~~60.0 In the event of winding up or dissolution of the Friendship Centre by resolution passed by a four-fifths (4/5) majority of members at an annual meeting, all its remaining assets, after payment of liabilities, shall be distributed to one or more recognized charitable organizations in Ontario having objects similar to those of the Friendship Centre.

~~63.0~~ ~~Without prior permission of the Executive Director or designate. All such inquiries and requests are to be referred to the Executive Director or designate in writing.~~