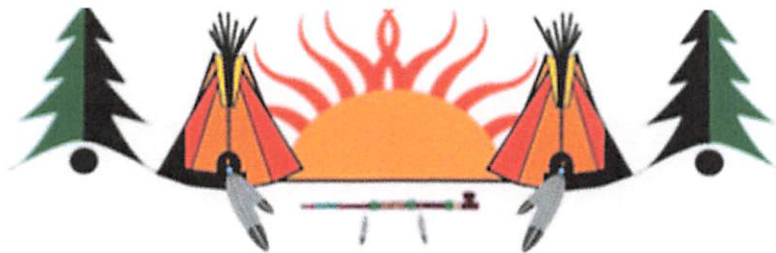


# **NE-CHEE FRIENDSHIP CENTRE**

## **BYLAW NO. 1 Amendment #4**

### **(CONSTITUTION)**



**Ne-Chee Friendship Centre**

**BE IT ENACTED AND IT IS HEREBY  
ENACTED**

as a By-Law of the Ne-Chee Friendship Centre

# ARTICLE I

## DEFINITIONS

1. Hereinafter the following terms shall have the following meanings:

**"Centre"** means the Ne-Chee Friendship Centre, incorporated under the laws of Ontario, May 31, 1976.

**"Indigenous"** means a Status or Non-Status Indian, Métis, or Inuit.

**"Member"** means any person who has membership in good standing with the Friendship Centre.

**"Good Standing"** means any paid person who has paid the required membership fee, if any, acts in a manner consistent with the aims and objectives of the Friendship Centre and follows the policies and procedures of the Friendship Centre, the Code of Ethics, has not slandered and/or had legal action against the organization.

**"Regional Municipality of Kenora"** means the area that is served by this Friendship Centre, including Keewatin, Jaffray Melick, Minaki, Norman, Ottermere, Malachi, Mckenzie Portage, Lac Lu, Longbow Lake, Redditt, Farlane, Clearwater Bay, Jones Road-and Sioux Narrows.

**"Employee"** means any person directly employed by the Friendship Centre.

**"Employment"** The act of being employed.

**"Staff"** means - Paid F/T, P/T, Casual & Temporary employees.

**"Youth"** means an Indigenous youth who is a member of the Friendship Centre and who is 14 to 18 years old.

**"Family Member"** means spouse, daughter, son, parent, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law. This also includes common-law relationships.

**"Nepotism"** means the involvement of family members on the Board or Staff of the Friendship Centre.

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

**"Statute"** means an enactment made by a legislature and expressed in a formal document, a law.

## **GENERAL**

2. In this By-Law
  - a) Headings or sub-headings are for 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.
  - 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.
  - 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 the use of the feminine includes the masculine
  - d) Unless it is 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,
  - e) A reference to an article, section of this By-Law, unless otherwise stated.

## **ARTICLE II**

### **HEAD OFFICE**

3. The head office of the Friendship Centre shall be in the City of Kenora, in the Province of Ontario, and at such place therein as the Board of Directors may from time to time determine.

## **ARTICLE III**

### **SEAL**

4. The seal, an impression that is stamped on the last page, shall be the corporate seal of the Centre, such design as is compliant with government regulations.

5. The seal shall be impressed on all documents requiring execution under the corporate seal, by such party as, from time to time, may be authorized by the Board.
6. The Secretary of the Board of Directors or other persons appointed by Board resolution shall have charge of the corporate seal and ensure that it is kept in a 'safe'.

## **ARTICLE IV**

### **AIMS & OBJECTIVES**

7. Hereinafter the following terms shall be Aims and Objectives promoted at Ne-Chee Friendship Centre.
  - a) To promote the well-being of any Indigenous person.
  - b) To provide security, safety, and assistance to Indigenous people in the urban environment
  - c) To promote the provision of services designed to meet the basic needs of Indigenous people in the urban environment including programs which will address the housing, employment, cultural, and recreational needs of any Indigenous person.
  - d) To provide programs designed to assist poor and economically disadvantaged Indigenous people in the urban environment.
  - e) To acquire, hold, improve, and maintain real property for the purpose aforesaid and to mortgage hypothecate pledge or otherwise charge or encumber such real property.
  - f) To operate without purpose of gain for its members, any profits or other accretions to the organization shall be used in promoting its objects.
  - g) In the event of dissolution or winding-up of the organization all its remaining assets, after payment of liabilities, shall be distributed to one or more recognized charitable organizations in Canada supporting the aims and objectives of the Centre.

# **ARTICLE V**

## **Section 1-MEMBERSHIP**

8. Membership in the Friendship Centre is open to all persons who:
  - a) Are 18 years of age or older
  - b) Lives within the Regional Municipality of Kenora
  - c) Agree to uphold the Code of Ethics
  - d) Have paid annual membership fee, in full within at least thirty days of receiving notice it is due or at least thirty days prior to the Annual General Meeting
  - e) Support the aims and objectives of the Friendship Centre
  - f) Support the continued development of Indigenous culture and traditional ways; and,
  - g) Agrees to conduct themselves according to the policies and procedures of the Friendship Centre
9. Honorary Member: may be granted to individuals, recognition of meritorious service to the Centre or to the Indigenous Community. Membership dues shall be waived for Honorary Members
10. Membership cards will be issued by the Centre to all members. The membership cards are only valid when duly signed by a member of the Board of Directors
11. Employees cannot be Members. They are ineligible for membership in the Friendship Centre.
12. Members are required to advise the Centre of their current address so they may receive proper notice of events.
13. Membership is not transferable.
14. Application for membership shall be made to the Board of Directors of the Friendship Centre as set out on an application form, which shall be determined by the Board of Directors.
15. 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.

16. The Secretary of the Board of Directors shall be responsible for ensuring that the applicant for membership is notified in writing of the Board's acceptance or rejection within 10 days after the date of the decision. In case of an application being rejected, the reasons for rejection shall be included in the written notice.
17. Membership fees, if any, shall be set by a majority vote of the Board of Directors and shall be in effect until changed at any subsequent Board Meeting. Membership Fees will go towards Annual General Meeting costs.
18. The Board of Directors shall ensure that a complete and correct written membership list is maintained including the names and addresses of Members.

## **ARTICLE V**

### **Section 2 - TERMINATION OF MEMBERSHIP**

19. The Board of Directors may revoke membership if
  - a) Within thirty days of membership application membership fees have not been paid
  - b) The member has breached the code of ethical conduct; or,
  - c) The member has breached the aims and objectives of the Friendship Centre
20. In all instances membership will be revoked by a minimum of a 2/3 majority vote of the Board of Directors in favor of the revocation of membership.
21. If membership is revoked, a letter advising the Member of the Board of Director's decision shall be sent to the Member within 10 days from the date of decision.
22. The person whose membership has been revoked has the right to appeal to a general membership meeting called for that purpose. The appeal must be made within 21 days from the date of the letter notifying the Member of the revocation of membership. 50% plus 1 vote of members paid who are in attendance shall rule.

# ARTICLE VI

## MEETING OF MEMBERS

### **Rules of Order**

23. All meetings of the Corporation shall be conducted in accordance with Robert's Rules of Order.

### **Annual Meeting**

24. The annual meeting of members shall be held no later than June 25 each year at a place and location determined within the regional municipality by motion of the Board of Directors. At the Annual Meeting there will be a collaborative report of the Executive Director and Board Chair of the affairs of the Friendship Centre, the auditor's report, election of the Board of Directors and such other information or reports related to the Friendship Centre's affairs as the Board of 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 circumstance may employment and/or personnel matters be raised at the Annual General Meeting.

### **Special Meeting**

25. There are two types of meetings
- a. A special meeting must be held by the Board of Directors for the purpose of amending the by-laws.

*Refer to Article XV*

- b. A meeting of the Members shall be called upon receipt of a petition requesting a special meeting of Members signed by 25% of the voting members. The petition shall be hand delivered to the Secretary of the Board of Directors at head office of the Friendship Centre providing proper notice to all Members. If the Board of 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. Under no circumstances may employment and/or personnel matters be raised at a special meeting.

## **Notice of Meetings**

26. Notice of time and place of any Members meeting shall be given to each Member by sending the notice by prepaid mail or electronic submission, 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. Any error or omission in giving notice of any meeting of the Members shall not 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.

## **Quorum**

27. A quorum for the transaction of business at any meeting of Members shall consist of 20% of the current members.

## **Voting Members**

28. Each Member of the Friendship Centre who has been a member in good standing for thirty days before the meeting is entitled to one vote. At all meetings of Members every motion shall be decided by a majority of votes of the Members present
29. Every motion shall be decided by a show of hands unless a ballot is requested by any Member. At any meeting the status of a motion or resolution shall be determined by 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 those Members present. A demand for ballot may be withdrawn.
30. 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. In the case of a tie, to be in compliance with our By-Laws and Robert's Rules of Order, the Board Chair will have the deciding vote.
31. 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 be 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.



32. Proxy voting is permitted at any meeting of members of the Friendship Centre. To carry a proxy vote, an individual must present a dated signed letter by the member whose proxy vote they carry, and the letter must confirm the meeting or purpose for which the proxy is valid. The individual carrying the proxy must present photo identification to verify they are the person identified in the letter.

### **Chairperson**

33. The Chair will preside over all meetings of the Friendship Centre and may delegate the chair responsibilities to another Board of Director or an independent party as meeting circumstances dictate.

### **Openings**

34. All meetings, where possible, shall be opened in a culturally appropriate manner.

## **ARTICLE VII**

### **BOARD OF DIRECTORS**

35. The Board of Directors of the Friendship Centre may exercise all such powers of the Friendship Centre that are 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.
36. Any Board of Director who has real or perceived direct or indirect personal 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 Board of Director shall immediately leave the room while the discussion and decisions are being made with respect to the matter raising the conflict.
37. The Board of Directors shall observe a strict conflict of interest policy which shall avoid any family relationships amongst the Board or between the Board and Staff; any relationships with contractors and any cross representation with other Indigenous or Non-Indigenous agencies, boards, or commissions which the Friendship Centre has dealings with.
38. Nepotism shall be in all instances avoided. No two family members shall participate on the Board and the Executive Director of the Friendship Centre. Should any related individual be hired as Executive Director during the term of

office of any Director, the related Board of Director shall immediately resign prior to the family member reporting to work at the Friendship Centre.

39. Each Board meeting agenda shall include a statement with respect to conflict of interest, minutes of the previous meeting, a written report from the Executive Director, quarterly financial statements or as needed, applications for membership and any other such matters the Board must consider such as, but not limited to the appointment of legal counsel, Executive Director salary, benefits, insurance, etc.
40. Board members are required to support and uphold all legal decisions which are confirmed by consensus or majority vote.

### **Number of Board of Directors**

41. The Board of Directors shall consist of four (4) directors elected by the Members in accordance with this By-Law.

### **Term**

42. The term of office for a director on the Board of Directors shall be four years (4 years).

### **Election**

43. At the Annual General Meeting Members being proposed for the Board of Directors must ensure that they are free of any Nepotism to be eligible to qualify to be elected as a director
44. Directors shall be elected at the Annual General Meeting. As long as quorum of the Board of Directors remains, the Board of Directors may fill vacancies for 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 are able to fill the position, the Board may appoint a Board of Director from among the membership on support of the majority of the Board of Directors.

### **Youth**

45. The Board of Directors shall have one seat reserved for a Youth. This shall be from the existing members 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 14-24 inclusive. The Youth shall be elected by all Members attending the Annual

General Meeting. 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.

### **Eligibility**

46. Every Board of Director shall
- a) Every voting Director must be 18 years of age or older
  - b) Be a Member of the Friendship Centre in good standing
  - c) Not be a former Employee of the Friendship Centre who worked for the Friendship Centre in the last two years
  - d) Not have a criminal offense to which a pardon hasn't been granted in 10 years.
  - e) Shall obtain a vulnerable persons check within 90 days of being elected
  - f) Be bound by confidentiality about the business of the Friendship Centre beyond their term of office

### **Removal of a Director**

47. The office of a Director of the Friendship Centre shall be vacated:
- a) If he/she is or becomes bankrupt
  - b) If he/she is found to be mentally incompetent or becomes of unsound mind
  - c) If by notice in writing to the Secretary of the Board of Directors he/she resigns his/her office
  - d) If he/she misses three (3) regular meetings of the Board of Directors
  - e) If he/she intends to apply for a position at the Friendship Centre that is or has been internally/externally posted
  - f) Fails to adhere to the Centre's Code of Conduct or established Board criteria with such removal requiring a vote in favor of removal by 50% plus 1 of the Board of Directors

### **Quorum, Meetings, Board of Directors**

48. Protocols for establishment of quorum, meetings, Board of Directors

- a) Except as otherwise required by law, the Board of Directors may hold its meeting at such place or places as it may determine
  - b) Board of Directors meetings may be formally called by the Chair or Vice Chair together with the Secretary on the direction in writing of any two other Board of Directors. Notice of such meeting shall be given 3-5 days prior.
  - c) A Board of Directors meeting may also be held, without notice, immediately following the Annual General Meeting of the Centre
  - d) The Board of Directors may consider or transact any business either Special or General at any meeting of the Board of Directors
49. Three members of the Board of Directors shall form a quorum for the transactions of business.
50. The Board of Directors will meet monthly or a minimum of ten (10) per year and attend the Annual General Meeting.

### **Voting**

51. Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes. In case of a tie, the Chair of the meeting shall cast the deciding vote. All votes at any such meeting shall be taken by show of hands unless ballot is demanded by any Board of Director. Consensus decision making may be pursued. However, where time and urgency require if consensus is not immediately forthcoming, then voting should be pursued. It is important that the Board understand the consensus should only be withheld where they strenuously object to the direction being proposed. Once the decision is made the full Board must support the decision.

### **Means of Meetings**

52. Unless the By-Laws otherwise provide, if all the Board of Directors of the Board present at or participating in a meeting consent, a meeting may be held by telephone, electronic or other such communication facilities as permit all persons to communicate simultaneously and instantaneously, and a Board of 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.

### **Remuneration of Board of Directors**

53. The Board may by policy provide a Board of Director be paid reasonable travel expenses incurred should a Board of Director be authorized to travel on Friendship Centre business

### **Indemnities to Board of Directors and Others**

54. Subject to the Act, the Corporation may indemnify a Director or Officer of the Corporation, a former Director or Officer of the Corporation or another individual who acts or acted at the Corporation's request as a Director or Officer or in a similar capacity of another entity, and such person's heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement reasonably incurred by such person in respect of any civil, criminal, administrative or investigative or other action or proceeding in which the individual is involved because of that association with the Corporation or other entity if,
- a) the individual acted honestly and in good faith in the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which the individual acted as Director or Officer or in a similar capacity at the Corporation's request; and
  - b) in the case of a criminal or administrative proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that his or her conduct was lawful.

The Corporation may indemnify such person in all such other matters, actions, proceedings, and circumstances as may be permitted by the Act or the law. Nothing in this By-Law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-law.

### **Insurance**

55. Subject to the Act, the Corporation may purchase and maintain insurance for the benefit of any person entitled to be indemnified by the Corporation pursuant to

the immediately preceding section as the Board may determine from time to time against any liability incurred by the individual:

- a) In the individual's capacity as a Director or an Officer of the Corporation; or
- b) In the individual's capacity as a Director or an Officer, or in a similar capacity, of another entity, if the individual acts or acted in that capacity at the Corporation's request

Provided that due consideration is first given to the requirements under the Charities Accounting Act (Ontario) for the purchase of Directors and Officers liability insurance.

### **Elections of the Officers**

56. The Executive Committee of the Board of Directors shall be elected from the members of the Board of Directors. The Board of Directors shall be elected as the Executive Officers. The Board shall fill vacancies in the Executive Committee, however caused, from amongst the Board.

### **Composition and Duties of the Officers**

57. The Executive Committee shall consist of the Chair, Vice-Chair, Secretary /Treasurer.

### **Duties of the Chair**

58. The Chair shall ensure that all duties of the officers are carried out. Specifically, she/he shall:
- a) Preside at all meetings of members and the Board of Directors
  - b) Call meetings of the Executive as circumstances require
  - c) Undertake public relation activities as necessary with the direction of the Board of Directors
  - d) Provide regular supervision and support of the Executive Director as set out in the Friendship Centre's policies and procedures
  - e) Act as a signing officer
  - f) Serve as an executive official member of all Board Committees; and
  - g) Perform other such functions as the Board so directs by resolution.

### **Duties of the Vice–Chair**

59. The Vice-Chair shall have all rights and responsibilities of the Chair in her/his absence from any Friendship Centre meetings and shall assist the Chair in the performance of his or her duties. Specifically, she/he shall:
- a) Act as a signing officer
  - b) Perform any other such functions as the Board so directs by resolution;  
and
  - c) Automatically replace the Chair should the position become vacant

### **Duties of the Secretary-/Treasurer**

60. The Secretary shall review all minutes recorded by the Executive Director.
- a) Attend all meetings of the members, Board and Executive Committee and ensure all proceedings are recorded and accurate minutes kept thereof
  - b) Ensure proper membership records are kept
  - c) Review all requests for membership with the Board and ensure that decisions are documented by motion and that notice is sent to the applicants
  - d) Ensure that notices of meetings are given in accordance with By-Law
  - e) Ensure that the seal is housed properly at the Friendship Centre's head office and is affixed to such records, correspondence, contracts, and other documents as is appropriate
  - f) Ensure all monies paid to the Friendship Centre are received and deposited in designated bank account
  - g) Ensure books of accounts and financial records of the Friendship Centre are kept and are made available to the auditor in time for the preparation of an annual audit
  - h) Present such financial records and statements as may be required by the Friendship Centre are available for presentation at each meeting
  - i) Present an annual audit to the Membership at the Friendship Centre's Annual Meeting

### **Powers of the Executive Committee**

61. The Board of Directors may delegate to the Executive Committee any powers of the Board of Directors, subject to restrictions contained in the By-Law 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 preceding meeting

## **ARTICLE VII COMMITTEES**

62. 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.
63. 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 X NOTICES**

### **Service**

64. Any notice to be given to any Member, Director or Auditor shall be served either personally by mail, electronic or fax. Such notice shall be sent to each Member, Director, or Auditor at her/his address as it appears in the books of the Friendship Centre.

### **Signatures to Notice**

65. The notice must be signed.

### **Computation of Time**

66. 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 other period. Example:



Notice to membership for AGM is calculated from date notice mailed, not date received.

### **Proof of Service**

67. With respect to every notice sent by post, it shall be sufficient to prove that the envelope containing notice was properly addressed and put into a post office or into a post office letter box.
68. A certificate of the Chair, the Secretary or other 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, Board of Director, Officer, Auditor or Publication of any notice shall be conclusive evidence thereof and shall be binding on every Member, Board of Director, Officer, or Auditor of the Friendship Centre, as the case may be.

## **ARTICLE XV BY-LAW AMENDMENT**

69. 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 in attendance 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.
70. 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 no 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.

## **ARTICLE XVI STAFF**

71. The 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 Executive Director shall be responsible for supervising

and directing all Staff, shall act as the Board/Staff liaison and shall undertake other duties as the Friendship Centre policies direct.

- 72. The Executive Director shall be dismissed only by duly passed resolution of the Board of Directors.
- 73. The Board of Directors shall determine by resolution the remuneration of the Executive Director and agents of the Friendship Centre.

## ARTICLE XVII WINDING UP & DISPOSAL OF ASSETS

- 74. In the event of winding or dissolution of the Friendship Centre by resolution passed by a four- fifth (4/5) majority of Members at an Annual meeting, all its remaining assets, after payment liabilities, shall be distributed to one or more recognized organizations in Ontario having objectives similar to those of the Friendship Centre.

a) No Board/Staff/Family Members shall be in direct possession, or receive remuneration, or obtain any remaining assets upon dissolution of the Friendship Centre.

PASSED Annual meeting, by membership

Date: June 24, 2024

Signed by: Chair: R Sawatzky

Secretary: B