

# **Community Wise Resource Centre**

## **BYLAWS 2016**

Signed: \_\_\_\_\_  
CommunityWise Resource Centre Executive

# CommunityWise Resource Centre

## BYLAWS

### **ARTICLE 1 – APPLICATION FOR MEMBERSHIP**

- 1.1 Applications for membership in the CommunityWise Resource Centre Society. (formerly “The Old Y Centre for Community Organizations”) shall be open to:
- organizations incorporated as a society upon presentation of documentation proving they are a registered non-profit community service, cultural or social service Society (hereinafter referred to as “organizations”).
  - organizations not incorporated in the Societies Act, having a community, cultural and social service focus existing as a non-profit entity (hereinafter referred to as “grassroots organizations”).
  - individuals for the purpose of providing a community, cultural and social service on a not for profit basis.
- 1.2 A representative or representatives of an applicant organization will be required to appear before CommunityWise Staff representative and/or appointed committee, pending approval of their application.

### **ARTICLE 2 – CLASSES OF MEMBERS AND MEMBERSHIP**

- 2.1 There shall be three (3) classes of members and membership in the CommunityWise Resource Centre, namely Tenant, Associate, and Individual.
- 2.2 The Tenant Membership shall consist of organizations approved for and which have signed or will in the near future as a condition of membership sign a Lease Agreement for premises located in the building, upon payment of whatever membership fees are established by the Board of Directors as determined from time to time.
- 2.3 Associate membership shall consist of organizations which have not signed a Lease Agreement for premises in the CommunityWise Resource Centre building but have been approved for use and utilization of facilities within the building and upon payment of whatever membership fees are established by the Board of Directors as determined from time to time.

2.4 Individual membership shall consist of individuals which have not signed a Lease Agreement for premises in the Old Y/CommunityWise Resource Centre building but have been approved for use and utilization of facilities within the building and upon payment of whatever membership fees are established by the Board of Directors as determined from time to time.

2.5 Hereinafter reference to member or membership, unless directly expressed which class of membership, shall be construed to be inclusive of all classes of members or membership – Tenant, Associate, and Individual.

### **ARTICLE 3 – TERMS OF MEMBERSHIP**

#### **3.1 Tenant Membership**

- (i) An organization that has signed a Lease Agreement for premises in the building is required to be a Tenant Member of the Society.
- (ii) Each Tenant Member shall be eligible to nominate a representative as a member of the CommunityWise Board of Directors, provided one is nominated by that Tenant Member with such Directors term commencing at the next Annual General Meeting.
- (iv) Tenant Members shall be entitled to vote at, and shall be entitled to notice of general membership meetings of the CommunityWise Resource Centre.
- (v) The Tenant Members shall be able to rent the meeting rooms at rates to be determined from time to time by the Board of Directors.

#### **3.2 Associate Membership**

- (i) Each Associate Member shall be eligible to nominate a representative as a member of the CommunityWise Board of Directors, provided one is nominated by that External/Associate Member with such Directors term commencing at the next Annual General Meeting.
- (ii) Associate Members shall be entitled to vote at, and shall be entitled to notice of meetings of the members of the CommunityWise Resource Centre.
- (iii) The Associate Members shall not participate in any distribution of the property of the CommunityWise Resource Centre upon dissolution of the CommunityWise Resource Centre.

- (iv) The Associate Members shall be able to rent the meeting rooms at rates to be determined from time to time by the Board of Directors.

### **3.3 Individual Membership**

- (i) Individual members shall be entitled to vote at and receive notice of meetings of the members of the CommunityWise Resource Centre.
- (ii) Individual members shall not participate in any distribution of the property of the CommunityWise Resource Centre upon dissolution of the CommunityWise Resource Centre.
- (iii) Individual membership may be given to any individual upon approval of their application by the membership committee.

## **ARTICLE 4 – EXPULSION OF MEMBERSHIP**

- 4.1 Upon failure of any member to pay the fees or dues or any other indebtedness due to the CommunityWise Resource Centre, as determined by the Board of Directors, the Directors shall cause the name of such member to be removed from the register of members, but such a member may be re-admitted to membership by the Directors upon payment of such fees or indebtedness or upon such other terms as the Directors deem appropriate.
- 4.2 A Tenant Membership shall be expelled if the Tenant Member's Lease ends through expiry of the Lease or for earlier expulsion.
- 4.3 Any member who desires to withdraw from membership in the CommunityWise Resource Centre shall notify the CommunityWise Resource Centre staff to that effect and on receipt of the notice to the Board of Directors from the CommunityWise Resource Centre administration of such notice the member shall cease to be a member.
- 4.4 Any class of membership may be expelled for failure to adhere to or subscribe to the Objects and Bylaws of the CommunityWise Resource Centre, or for failure to abide by the CommunityWise Resource Centre's Building Rules as established by the Board of Directors.
- 4.5 Any class of membership may be expelled for failure to adhere to a decision made at a General Meeting or a Board of Directors Meeting.

- 4.6 Any class of membership may be expelled or suspended in the event any member's conduct shall have been determined to be improper, unbecoming, or likely to endanger the interests or reputation of the CommunityWise Resource Centre.
- 4.7 Any class of membership may be expelled or suspended for failure to adhere to CommunityWise Resource Centre Member Policy as determined by the Board of Directors.
- 4.8 With respect to any contemplated expulsion of membership pursuant to clauses 4.4, 4.5 4.6, and 4.7 the Directors shall make their determination to expel a member if a resolution to do so is passed by consensus of those Directors present at a Board meeting called to review the matter. No member shall have its membership expelled pursuant to clauses 4.4, 4.5 4.6, and 4.7 without being notified of the complaint and without being given an opportunity to be heard by a representative of the Board of Directors.
- 4.9 Any member who resigns, withdraws, or whose membership has been expunged from the CommunityWise Resource Centre shall forthwith forfeit all right, claim, and interest arising from or associated with membership in the CommunityWise Resource Centre. Expulsion or withdrawal shall not eliminate obligations either financial or otherwise outstanding to the CommunityWise Resource Centre.
- 4.10 If the membership of any Tenant Member is ended, any representative of that Tenant Member on the Board of Directors of the CommunityWise Resource Centre will resign their Director's position at the time the membership ends.

## **ARTICLE 5 – GENERAL MEETINGS**

- 5.1 The Annual General Meeting to be held by the CommunityWise Resource Centre shall be called by the Board of Directors of the CommunityWise Resource Centre on or before May 31 once each calendar year at such time and at such place within the City of Calgary as the Directors determine.
- 5.2 Any two Directors may at any time call a Special General Meeting of the members.
- 5.3 The Directors shall call a Special General Meeting where a written notice requesting such a meeting stating the business to be transacted and signed by at least five Members is served on the Directors.

- 5.4 Notice of the time and place of the Annual General Meeting or any Special General Meeting and the general nature of the business to be transacted shall be given by the Directors to all Members. Such notice shall be delivered, faxed, emailed or forwarded by Tenant mail at least 21 calendar days before holding the meeting. In the event a special resolution is to be considered, the notice shall express the intention to consider such a resolution.
- 5.5 The required quorum for the Annual General Meeting or Special General meeting shall be either:
- (i) five Board Members or
  - (ii) representation from one-fifth of the Membership
- those members in good standing at the close of business on the last business day preceding the day on which the notice is sent.
- 5.6 Notice of any meeting may be delivered, faxed, emailed, or forwarded by Tenant mail to the most recent address, fax number or email address provided by the Members to the CommunityWise Resource Centre, or by leaving the Notice at the premises in the building being rented by the Tenant Member. Notice shall be deemed to have occurred on the day of faxing, emailing or delivery. In the case of mailing, notice will be deemed to occur 3 days after posting.
- 5.7 No error or omission in giving such notice of any Annual General Meeting, Special General Meeting or any such adjourned meeting shall invalidate such meeting or make void any proceedings taken thereat and any member may at any time waive notice of any such meeting and may ratify, approve, and confirm any or all proceedings taken or had thereat.
- 5.8 At every Annual General Meeting, in addition to any other business that may be transacted, the report of the Directors, the financial statement and the report of the auditor shall be presented, the appointment of an auditor, and a Board of Directors elected. Other business shall be transacted upon written notice being served upon the Directors at least 90 days before the anniversary of the previous Annual General Meeting.

## **ARTICLE 6 – GENERAL PROVISION REGARDING MEETINGS OF MEMBERS**

- 6.1 Members eligible to participate in all general meetings (hereafter referred to as “Participating Members”) are the Members of the CommunityWise Resource Centre who are members in good standing at the close of business on the last business day preceding the day on which notice of the meeting is sent. Participating Members include Tenant, Associate and Individual Members of the CommunityWise Resource Centre.

- 6.2 Decisions may be made in person or by proxy, but if by proxy, the proxy is only valid if properly signed and presented to the representative of the Board of Directors at least 7 days before any meeting. No proxy shall be considered in the counting of a quorum.
- 6.3 At all meetings of the CommunityWise Resource Centre, unless otherwise required by the Act or the articles of the Corporation, decisions will be made by 75% vote of the members present at the meeting.
- 6.1 Any meeting of the CommunityWise Resource Centre may be adjourned at any time from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment. Such adjournment shall take place by consensus of Participating Members present at the meeting to be adjourned.

## **ARTICLE 7 – BOARD OF DIRECTORS**

- 7.1 The affairs of the CommunityWise Resource Centre shall be managed by a Board of Directors who may exercise all such powers and do all such acts and business as may be exercised or done by the CommunityWise Resource Centre and are not by the Bylaws expressly directed or required to be done by the Society at a meeting of the members or otherwise.
- 7.2 The Board of Directors shall consist of an even division between Tenant Members, External Members and Community representatives. In cases where this is not possible priority will be given to Tenant Members. The Board shall consist of a minimum of nine (9) members in good standing and a maximum of fifteen (15) Board members in total with quorum consisting of five (5) Board members. The Board members shall be elected at the Annual General Meeting.
- 7.3 The Board of Directors shall choose from the Board members an Executive Committee of three or four (3 or 4) people with at least one Tenant Member. Past Executive Committee Members may be asked to serve as an ex-officio member of the Executive.
- 7.4 Each Director at the time of his/her election and throughout his/her term of office must:
- (i) be a member or a representative in good standing of the Member they are representing; or
  - (ii) be an active community member as defined by the Board of Directors.

- 7.5 Vacancies on the Board of Directors however caused may, so long as a quorum of Directors remains in office, be filled by appointment by the Directors from among the eligible members of the CommunityWise Resource Centre, if they shall see fit to do so. Otherwise such vacancy shall be filled at the next Annual General Meeting of the members at which the Directors for the ensuing year are elected. If there is not a quorum of Directors the remaining Directors shall forthwith call a meeting of the members to fill the vacancy.
- 7.6 When vacancies on the Board of Directors are filled by appointment, the Board shall inform the membership through appropriate channels of the existence of the vacancy and a deadline date for the reception of applications to fill the vacancy. All Members wishing to apply to fill the vacancy shall serve written notice of their application on the Board on or before the deadline date. All applicants shall be asked to submit themselves to an interview by the Board at a meeting of the Board called for that purpose. Upon all of the applicants being so interviewed, the Board shall by resolution appoint an applicant member to fill the vacancy.
- 7.7 It is expected that each member of the Board of Directors will attend regularly scheduled board meetings and special meetings.
- 7.8 The Board of Directors may by resolution passed by a consensus of those present at a meeting called for such purpose, remove any Director or Officer before the expiration of his or her term.
- 7.9 The Tenant Members of the CommunityWise Resource Centre may by resolution passed by at least two-thirds of the vote cast at a General Meeting of which notice specifying the intention to pass such resolution has been given, remove any Director before the expiration of **their** term of office, and may by a majority of votes cast at that meeting elect any person in **their** stead for the remainder of **their** term.
- 7.10 For the purposes of filling vacancies on the Board between Annual General Meetings, the replacement Director does not have to be a representative from the Tenant Member that the departing Director represented.
- 7.11 Every Director of the CommunityWise Resource Centre shall be deemed to have assumed office with the expressed understanding and agreement and condition that every Director of the CommunityWise Resource Centre and **their** heirs, executors, and administrators and estate respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Society from and against all costs, charges and expenses whatsoever which such Director sustains or incurs in or about any action, suit, or proceedings which is brought, commenced or



prosecuted against them for in respect of any act, deed, matter or thing whatsoever made, done, or permitted by **them** or any other Director in or about the execution of the duties of **their** office, and also from and against all other costs, charges and affairs thereof except such costs, charges or expenses as are occasioned by **their** own willful act or default.

7.12 No Director or Officer of the CommunityWise Resource Centre shall receive any remuneration for their services, apart from reimbursement for out-of-pocket expenses incurred while working on CommunityWise Resource Centre business.

Member(s) of the Board of Directors shall not in a direct or indirect manner financially benefit from transactions with the CommunityWise Resource Centre or any of its projects.

Member(s) of the Board of Directors shall not relinquish their Board position on a time-limited basis in order to financially gain from transactions with the CommunityWise Resource Centre or any of its projects.

Where a matter of business being considered by the Board involves a Director personally or an issue directly concerning any particular person to whom the Director is related or is guardian for, that Director shall be precluded from voting thereon.

7.13 The elected officers shall have the following rights and duties in addition to any other rights and duties provided in these Bylaws:

i) Executive Committee Members:

- a) to generally manage and supervise the operation of the CommunityWise Resource Centre's affairs;
- b) to facilitate all meetings of the Board of Directors and general membership
- c) shall ensure there is at least one Executive Committee member on the Finance Committee and the Membership Committee.
- d) to record the minutes of the proceedings at all general meetings and Director's meetings and place them in the CommunityWise Resource Centre's Minutes Book;
- e) to properly maintain the CommunityWise Resource Centre's Minutes Book and all other records;
- f) to have custody of and responsibility for the safe keeping of the CommunityWise Resource Centre's Minutes Book and records;

iv) Finance Representative:

- a) to serve on the finance committee

- b) With the CommunityWise staff and finance committee, to keep full and accurate accounts of all receipts and disbursements of the CommunityWise Resource Centre in proper books of account;
- c) With the CommunityWise staff and finance committee, to deposit all monies in the name and to the credit of the CommunityWise Resource Centre in such banks or credit unions as may from time to time be designated by the Board of Directors;
- d) With the CommunityWise staff and finance committee, to disburse funds of the CommunityWise Resource Centre under the direction of the Board of Directors and to bring proper vouchers therefore;
- e) With the CommunityWise staff and finance committee, to render to the Board of Directors at the regular meetings thereof, or whenever required by the Board, an account of all transactions and of the financial position of the CommunityWise Resource Centre;

7.14 The Board of Directors shall hold office until the Annual General Meeting. An officer may hold office for two consecutive three-year terms if they are nominated and re- elected at the AGM.

7.15 The Board of Directors may designate such committees or appoint individuals to positions deemed necessary to carry out the day-to-day affairs of the CommunityWise Resource Centre.

7.16 The Board of Directors shall hire an Administrator and such staff as may be required to fulfill the daily functions of the Society.

7.17 The Administrator(s) shall be responsible for a general accounting of receipts and disbursements that shall be presented to the Finance Representative and Finance Committee.

7.18 Directors meetings may be held at such times and at such places as the Directors may from time to time determine. A meeting of the Directors may be called by notice from any two Directors at any time. Notice of such meeting shall be communicated to each Director not less than two days (exclusive of the day for which notice is communicated but inclusive of the day for which notice is given) before the meeting is to take place; provided that meetings of the Directors may be held at any time without formal notice if the Directors have signified their consent in writing to the meeting. Notice may be given by fax, email, delivery, or mail to the Director's last known address, fax number or email address. In the event notice by mail is used, notice will be deemed received 3 days after posting.

7.19 A majority of Directors shall form a quorum for the transaction of business, provided that at least one of the Executive Committee are

present. The Directors shall elect among those present a Director or attendee to record the minutes of the proceedings.

## **ARTICLE 8 – EXECUTION OF DOCUMENTS**

- 8 All cheques, bills of exchange or other orders for the payment of money, of the CommunityWise Resource Centre, shall be signed by any two authorized signatures of the Society. Signing authority shall be assigned to two or more members of the Board of Directors Executive Committee and one or more staff of the organization. At least one board signature is required and only one staff signature is permitted per cheque. These officers may endorse notes and drafts for collection on account of the Society through its bankers, and endorse notes and cheques for deposit with the Society’s bankers for credit of the Society, or the same may be endorsed “for collection” or “for deposit” with the bankers of the Society by using the Society’s rubber stamp for that purpose. Such officers or agents so appointed may arrange, settle, balance or certify all books and accounts between the Society and the Society’s bankers and may receive all paid cheques and vouchers and sign all the banks forms for settlement of balance and release or certification slips.
- 8.1 Contracts in the ordinary course of the Society’s business may be entered into on behalf of the Society by such officer or officers and in such manner as shall from time to time be determined by resolution of the Board of Directors.

## **ARTICLE 9 – PROPERTY AND BORROWING POWERS**

- 9.1 Real property shall not be purchased or sold by the CommunityWise Resource Centre unless and until the transaction is approved by a special resolution of the members at a general meeting.
- 9.2 The Directors may from time to time:
- i) borrow money on the credit of the CommunityWise Resource Centre; and
  - ii) issue, sell or pledge securities of the CommunityWise Resource Centre; and
  - iii) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the CommunityWise Resource Centre, including book debts, rights, powers, franchises, or undertakings, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the CommunityWise Resource Centre; provided that the debentures shall not be issued without the

sanction of a special resolution of the CommunityWise Resource Centre.

## **ARTICLE 10 – AUDITORS**

- 10.1 At the first meeting of the Directors following the Annual General Meeting, the Directors shall by resolution appoint an Auditor or an audit committee for the ensuing fiscal year of the CommunityWise Resource Centre.
- 10.2 The Auditor or audit committee shall make a report to the members and Directors on the accounts examined by them and on every balance sheet and statement of income and expenditures laid before the CommunityWise Resource Centre at any annual meeting during their tenure of office, and the report shall state:
- i) whether or not they have obtained all the information and explanation they have required; and
  - ii) whether, in their opinion, the balance sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the Society's affairs as at the date of the balance sheet and the result of its operation for the year ended on the date according to the best of their information and the explanation given to them, and as shown by the books of the Society.
- 10.3 The Auditor or audit committee of the Society shall have a right of access at all times to all records, documents, books, accounts and vouchers of the Society, and is entitled to require from the Directors and officers of the Society such information and explanation as may be necessary for the performance of their duties.
- 10.4 The Auditor or audit committee of the Society is entitled to attend any meeting of the members of the Society at which any accounts that have been examined or reported on by them are to be laid before the members for the purpose of making any statement or explanation they desire with respect to the accounts.
- 10.5 The fiscal period of the Society shall be January 1 to December 31.

## **ARTICLE 11 – GENERAL PROVISIONS**

- 11.1 In these Bylaws wherever the **singular or plural neuter** is used the same shall be construed as meaning **singular, plural or neuter** where the fact or context so requires.

- 11.2 These Bylaws may be altered, added to, or rescinded, only by a Special Resolution, passed by a majority of not less than three-fourths of the CommunityWise Resource Centre's Members entitled to vote at and present in person, at a General Meeting, notice of which specifying the intention to propose the resolution has been duly given.
- 11.3 Where service of notice on the Board of Directors is required in these Bylaws service of the notice upon the Executive Committee shall be deemed to be good and sufficient service on the Board of Directors and the Executive Committee upon receipt of such notice shall forthwith advise the other Directors of such notice.
- 11.4 A copy of these Bylaws and any amendments thereto shall be made available to each member of the CommunityWise Resource Centre without charge.
- 11.5 The accounts and books of the CommunityWise Resource Centre other than these Bylaws shall be open to inspection of all Members providing notice of not less than seven (7) calendar days is given to the Directors in possession of the books to be opened for inspection at a time and place mutually agreed upon.
- 11.6 If the CommunityWise Resource Centre becomes dormant, that is, does not exhibit any activity for one year, the funds and properties of the Society shall be held in escrow for a period of at least two (2) years. A meeting of past Members shall be held within that time to discuss whether the CommunityWise Resource Centre will be revived or dissolved. At that time, disbursement of properties and finances will be discussed.
- 11.7 Upon dissolution of the CommunityWise Resource Centre any remaining unallocated assets shall be disbursed to a Canadian charitable organization (as defined in the Income Tax Act) decided upon by the Members at the last General Meeting of the CommunityWise Resource Centre.