

**GENERAL BY-LAWS OF  
MUNSTER CO-OPERATIVE NURSERY SCHOOL INC.**

**21 May, 2002**

BE IT ENACTED as a by-law of the Munster Co-Operative Nursery School Inc. as follows:

**ARTICLE 1 - GENERAL**

1. The head office of the Co-Operative shall be located at 7816 Bleeks Road, Munster, Ottawa, Ontario, and at such place therein as the directors may from time to time determine.
2. The corporate seal of the Co-Operative shall have inscribed thereon the words "Munster Co-Operative Nursery School Inc." and the seal impressed in the margin of these by-laws is hereby adopted as the corporate seal of the Co-Operative.

**ARTICLE 11 - MEMBERSHIP**

1. Membership in the Co-Operative shall consist of all persons who are from time to time **are** accepted as members in the manner hereinafter prescribed and whose membership has not been terminated by expulsion or withdrawal. Subject to the approval of the directors, membership shall be open to all who are in agreement with the aims and objectives of the Co-Operative.
2. Application for parent/guardian membership is automatically accepted upon registration and acceptance of a child into Munster Co-Operative Nursery School Inc.
3. The annual registration fee for parent/guardian membership is included in the registration fee. Application for membership from a non-parent/guardian must be made in writing on forms provided for that purpose and shall be submitted to the directors for acceptance. An annual registration fee of \$1.00 per applicant shall accompany application for membership.
4. The directors may refuse to accept any application for membership without giving reasons, and if the application is not accepted, any payment forwarded with it shall be refunded without interest.

5. The directors may from time to time provide that each applicant for membership in the Co-Operative at the time of his application shall make a loan to the Co-Operative of such an amount and upon such terms and conditions as the directors prescribe, but in no case at a rate of interest greater than that stipulated in The Co-Operative Corporations Act.
6. Membership in the Co-Operative shall not be transferable unless authorized by the directors and shall terminate with death.
7. Any member of the Co-Operative may, upon application to the directors, withdraw from membership in the Co-Operative.
8. The Co-Operative may, upon resolution of the directors, expel any member thereof for cause provided such member shall have been given written notice of the intended expulsion and an opportunity of appearing before the said directors for a hearing.
9. A person whose membership has been terminated under clauses 6, 7 or 8, above shall be repaid his investment in the Co-Operative in the manner prescribed by The Co-Operative Corporations Act.

#### **ARTICLE 111- MEETINGS OF MEMBERS**

1. The annual meeting of the members for the election of the directors and the transaction of such other business as may properly be brought before an annual meeting of the members shall be held in the City of Ottawa, (in the region formerly known as the Township of Goulbourn) or at such other place in Ontario as the directors may determine but not later than four months after the end of each fiscal year.
2. Other meetings of the members may be called by order of the President, Vice-President, or the directors at any time and at any place within the City of Ottawa (in the region formerly known as the Township of Goulbourn) and the Secretary or President shall send the requisite notice of such meeting to the members of the Co-Operative.
3. (a) Not less than 15% of the members of the Co-Operative entitled to a vote at the meeting proposed to be held, may request the directors to call a meeting of the members for any purpose connected with the affairs of the Co-Operative, that is not inconsistent with the Co-Operative Corporations Act.

(b) The requisition shall state the general nature of the business to be transacted at the meeting and shall be signed by the requisitionists and deposited at the head office of the Co-Operative and may consist of several documents in like form, each signed by one or more requisitionists.

(c) Upon deposit of the requisition, the directors shall call forthwith a general meeting of the members for the transaction of the business stated in the requisition.

(d) If the directors do not within 21 days from the date of the deposit of the requisition call and hold such meeting, any of the requisitionists may call such meeting which shall be held within 60 days from the date of the deposit of the requisition.

(e) A meeting called under this section shall be called as nearly as possible in the same manner as meetings of members are called under Sections 1 and 2 of this Article.

(f) Any reasonable expenses incurred by the requisitionists by reasons of the failure of the directors to call such meeting shall be repaid to the requisitionists by the Co-Operative unless at such meeting the members by a majority of the votes cast reject the repayment to the requisitionists.

4. At a meeting of the members called under clause 2 or 3 of this Article only the business stated in the notice calling such meeting may be transacted.

5. Notice of any annual or other meeting of the members shall be deemed to be well and sufficiently given if such notice is sent by prepaid post letter addressed to each member at his usual place of business, or at his residence, or at his address as entered in the books of the Co-Operative and mailed, or e-mailed, or displayed on a notice board at the Head Office, or phoned or given by hand at least 10 days but no more than 50 days prior to the date fixed for the holding of such meeting.

6. When notice is received generally by the members, the accidental omission to give notice to any member thereof or the non-receipt of any notice by any member thereof shall not invalidate any resolution passed or any proceedings taken at such meeting.

7. No member shall have more than one vote at any meeting of the Co-Operative, and voting by proxy shall not be permitted, except

that a member may appoint under its corporate seal one of its officers, directors, or members to attend and vote on their behalf at meetings of members and any member represented by such appointee at a meeting of the members shall, for the purpose of Sections 9, 10, 11 of this Article and Section 2 of Article XVIII be deemed to be present in person.

8. Unless otherwise provided, all questions arising at any meeting of the members shall be decided by a majority of votes.

9. Notwithstanding anything contained in these by-laws, no notice of any annual or other meeting of the members shall be necessary:

(a) where all the members entitled to vote at such meeting are present in person, and in the case of an annual meeting, consent to the transaction of business, or in the case of any other meeting, consent to the transaction of the business for which such meeting is being held; or

(b) where all members entitled to vote at such meeting who are not present, either before or after the meeting waive in writing notice of the meeting, or in the case of a meeting other than the annual meeting, notice of the meeting and the purpose for which it is being held.

10. Two members present in person shall be a quorum for any meeting of members for the adjournment of the meeting; for all other purposes a quorum for any meeting shall be 50 members or 20% of the members whichever is the lesser, present in person.

11. If at any annual or other meeting of the members a quorum is not present within 60 minutes of the time for which the meeting is called, the meeting, if convened upon requisition of the members, shall be dissolved, and in any other case a presiding officer shall adjourn the meeting to a date not less than 7 and not more than 15 days thereafter, and the decision of the adjourned meeting shall be binding upon the Co-Operative provided that at least two members are present. Notice of the adjourned meeting shall be given by the Secretary or President in the matter herein provided 5 days previous to the date of the adjourned meeting.

12. Meeting Agendas will be posted up at the Head Office a minimum of two (2) days prior to any meeting.

#### **ARTICLE 1V - - CODE OF ETHICS**

All meetings shall be bound by the following Code of Ethics:

1. Ground rules will be established for behaviour and parameters will be established for the discussion by the person chairing the meeting.
2. Every member will be given an opportunity to express his or her concerns or opinion about an  
  
issue, and how the issue has affected him or her, within the ground rules.
3. Speakers will maintain a calm and respectful tone at all times.
4. Speakers will be allowed to speak without interruption.
5. The President's responsibility is to clarify the statements made by all speakers, to identify common ground among the points of view raised and to set out the joint interests of all members.
6. The President is responsible for taking firm and consistent action to maintain or restore order. This can include directing an individual to leave the meeting.
7. If no common ground can be identified, the President will seek to clarify preferences among all members before proceeding further.
8. The President may request the intervention of an independent third party to assist in achieving a resolution to a dispute.
9. A member shall consider the best interests of all students.
10. A member shall declare any conflict of interest.
11. A member shall not disclose confidential information.
12. A member shall limit discussions at Board Meetings to matters of concern to the school community as a whole.

#### **ARTICLE V - BOARD OF DIRECTORS**

1. The business of the Co-Operative shall be under the direction and control of a board of 5(five) directors, referred to as the Executive Board, who may exercise all such powers and do all such acts and things as may be exercised or done by the Co-

Operative and are not by the By-Laws of the Co-Operative or by statute expressly directed or required to be done by the Co-Operative at meetings of the members. The Board of Directors shall consist of the Teacher, President, Vice-President, Treasurer, Secretary, plus any other directors as deemed required. The Directors may change the minimum and maximum number of directors and fix the number of directors by resolution from time to time as regulated by Statute. A Director is also termed as an Officer.

2. The qualifications of each director shall be that he be at least eighteen years of age and that he be a member of the Co-Operative.

3. At the first meeting of members 5(five) directors shall be elected, 3(three) to serve for 2(two) years, 2(two) to serve for 1(one) year, or until their successors are elected. At each annual meeting thereafter all directors, other than Teacher Director, shall be elected by the members to fill the position of those whose term of office is about to expire, and each director so elected shall serve for one year, or until his successor is elected. Directors shall be eligible for re-election upon completion of their term.

4. At a meeting where directors are to be elected, the members, before nominations are called for, shall choose a chairman for the purpose of conducting the elections. Nominations shall be on an individual basis and the chairman shall not accept a blanket motion to elect directors until after the nominations have been closed.

5. Elections shall be by show of hands unless a poll is requested and if a poll is requested such election shall be by ballot subject to By-Law and Statute Regulation. No candidate shall receive more than one vote from each voting member. At the Annual General Meeting (AGM) election of Directors, excluding the Teacher, shall proceed as follows:

- Nomination will be accepted until the beginning of the AGM. A person can nominate himself. All nominations must be seconded.

- If a person is not present, his written nomination must be delivered to the Chair of the Election Meeting by the start of the meeting.

- Quorum for the AGM is equal to the number of parent nominations received by the Chair.

- The Chair compiles a written list of all parent candidates consisting of all seconded nominations.
- Voting is open to all members present at the AGM.
- A successful candidate is one for whom the majority of voting members have voted.
- For any positions for which only one nomination is received and accepted the election will be declared to be by acclamation.
- In the case of a tie vote the tied candidates will draw lots to determine the election.
- The term of office begins from September 1st.

6. The office of a director shall be vacated:

- (a) if he becomes bankrupt or suspends payment or compounds with his creditors or makes an authorized assignment or is declared insolvent;
- (b) if he becomes mentally incompetent;
- (c) if he ceases to have the necessary qualifications for office;
- (d) if he is absent without leave of the directors from three consecutive regular meetings of the directors;
- (e) if by notice in writing to the Co-Operative he resigns his office;  
or
- (f) if by resolution passed by a majority of the votes cast at a meeting of the members called for that purpose, he is removed from office.

7. Whenever any vacancy occurs on the Board of Directors, the remaining members thereof, so long as there is a quorum in office, may fill the vacancy from among the persons having the necessary qualifications and the person so appointed shall hold office for the unexpired portion of the term of the director causing the vacancy.

8. Regular meetings of the directors shall be held monthly on the first Wednesday of each month or on such other day as the directors may from time to time by resolution determine.

9. Meetings of the directors may be held either at the head office of the Co-Operative or elsewhere as the directors from time to time determine so long as in any financial year of the Co-Operative a majority of the meetings shall be held at a place within Canada. The President or any three directors may convene a meeting of the said directors at any time, and the Secretary by direction of the President or any three directors shall convene a meeting of the said directors. Notice of such meeting shall be delivered, or mailed, or emailed, or faxed or telephoned to each director not less than two days exclusive of the day on which the notice is delivered, mailed, emailed or faxed, or telephoned, but inclusive of the day for which notice is given before the meeting is to take place; provided always that meetings of the said directors may be held at any time without formal notice if all the directors are present or those absent have waived notice or have signified their consent in writing to the meeting being held in their absence.

In the case of the first meeting of the directors to be held immediately following an annual meeting, or in the case of a director elected to fill a vacancy of the said Board, it shall not be necessary to give notice of such meeting to the newly elected director or directors in order to legally constitute the meeting, provided that a quorum of directors is present.

10. A majority of the directors shall constitute a quorum at any meeting of the directors but no business shall be transacted unless a majority of the quorum are resident Canadians.

11. A question arising at any meeting of the directors shall be decided by a majority of votes.

12. The Board of Directors shall serve as such without remuneration, and no director shall directly or indirectly receive any profit from his position as such; provided that the directors shall be entitled to be paid their travelling or other expenses properly incurred by them in connection with the business of the Co-Operative.

## ARTICLE VI - OFFICERS

1. The Officers of the Co-Operative shall consist of the Board Directors (Teacher, President, Vice-President, Treasurer and Secretary) and the Past President, Registrar, Fundraising Co-ordinator, Fundraising Volunteer Co-Coordinator and all Program Liaison Representatives. All Officers, other than the Teacher and

Past President, have voting power at all or any of the Board of Directors' meetings.

The President will vote only if a tie vote from the Board needs to be broken. The Teacher, who is hired by the board, is an ex-officio member of the board and, as such, has no voting power. The Past President is an officer of the board in an advisory capacity only and, as such, has no voting power. All officers shall be collectively referred to as "The Board".

The Directors may from time to time elect or appoint such other officers and agents as they shall deem necessary who shall have such authority and shall perform such duties as the Directors, from time to time, shall prescribe e.g. Assistant Secretary, Assistant Treasurer.

All non-director officers shall annually or oftener as may be required be appointed by the Board of Directors.

2. All officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the directors at any time, with or without cause, provided that a majority of the directors shall vote in favour thereof.

3. In the case of the absence or inability to act of the President, Vice-President, or any other

officer of the Co-Operative or for any other reasons that the directors may deem sufficient, the directors may delegate all or any of the powers of such officer to any other officer or to any directors for the time being, provided that a majority of the directors concur therein.

4. The President shall, if present, preside at all meetings of members. He shall sign all instruments which require his signature and shall be vested with all the powers and shall perform all the duties incident to his office and shall have such other powers and duties as may from time to time be assigned to him by the directors.

6. The Vice-President shall be vested with all the powers and shall perform all the duties of the President in the absence or disability or refusal to act of the President. The Vice-President shall also have such other powers and duties, if any, as may from time to time be assigned to him by the directors.

7. The Secretary or President shall issue or cause to be issued notices for all meetings of the members and the directors when directed to do so. He shall have charge of the minute books and seal of the Co-Operative. He shall sign with the President or other signing officer or officers of the Co-Operative such instruments as require his signature and shall perform such other duties as the terms of his engagement call for or that the directors may from time to time properly require of him.

The Secretary or some other officer specially charged with the duty shall keep or cause to be kept a book or books or other suitable records wherein shall be kept recorded:

(a) A copy of the Certificate of Incorporation with the Articles of Incorporation and a copy of any Certificate of Amendment to the Articles (or a copy of the Letters Patent and of any Supplementary Letters Patent) and the by-laws of the Co-Operative, duly authenticated;

(b) The names, alphabetically arranged, of all persons who are or have been within ten years registered as members of the Co-Operative and the resident addresses of such persons;

(c) The names and residence addresses of all persons who are or have been directors of the Co-Operative, with the date at which each person became or ceased to be such a director.

8. The Treasurer shall have the care and custody of all the funds and securities of the Co-Operative and shall deposit the same in the name of the Co-Operative in such bank or banks or with such depository or depositories as the directors may direct. He shall at all reasonable time exhibit his books and accounts to any director upon application at the office of the Co-Operative during business hours. He shall sign or countersign such instruments as require his signature and shall perform all duties incident to his office or that are properly required of him by the directors. He shall be required to give such bond as the directors in their uncontrolled discretion may require and no director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reasons of the failure of the Co-Operative to receive any indemnity thereby provided.

9. The directors shall from time to time appoint a general manager or manager who shall not be one of the directors of the Co-Operative and may delegate to him full authority to manage and direct the affair of the Co-Operative (except such matters and

duties as by law must be transacted or performed by the directors or be the members in general meeting), and to employ, discharge and fix the wages or salaries of temporary agents and employees of the Co-Operative or may delegate to him any lesser power. The manager may recommend to the directors the appointment and removal of and the wages or salaries to be paid to full-time employees of the Co-Operative. The manager shall conform to all lawful orders given him by the directors. He shall at all reasonable times give to the directors or any of them all information they may require regarding the affairs of the Co-Operative.

#### **ARTICLE VII - COMMITTEES**

1. The Board may establish permanent standing committees, ad hoc or other special purpose committees as deemed necessary from time to time and appoint the individuals thereto. Membership on such committees shall not be restricted to voting members of the Board, except that a member of the Board must be on each committee. These committees will be responsible for organizing meetings and reporting back to the Board.

2. The Committee must provide written notice of all committee meetings in the same manner as for general Board meetings.

#### **ARTICLE VIII**

1. Any surplus of the Co-Operative shall be retained as a reserve and used only for the objects for which the Co-Operative is established and no part of the reserve shall be payable to or otherwise available for the personal benefit of any member of the Co-Operative.

#### **ARTICLE IX - BORROWING POWERS**

1. The directors may from time to time:

(a) borrow money on the credit of the Co-Operative;

(b) issue, sell or pledge securities of the Co-Operative;

(c) charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real or personal moveable or immovable property of the Co-Operative, including book debts, rights, powers, franchises and undertakings, to secure any debt obligations or any money borrowed or other debt or liability of the Co-Operative.

2. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Co-Operative possessed by its directors or officers independently of a borrowing by-law.

#### **ARTICLE X - AUDITORS**

1. The Board at each annual meeting shall appoint an auditor who is familiar with Co-Operative accounting and practice unless exempt under the Co-Operative Corporations Act 1990. The auditors when appointed shall hold office until the next annual meeting and, if an appointment is not so made, the auditor in office shall continue until a successor is appointed. The directors shall fix the remuneration of the auditor.

2. The auditor shall at all reasonable times have access to the books, accounts and vouchers of the Co-Operative and may require from the directors and officers such information and explanations as may be necessary for the performance of his duties.

3. The auditor shall make a report to the members on the financial statement to be paid before the Co-Operative at each annual meeting during his term of office and shall state in his report whether in his opinion the financial statement referred to therein present fairly the financial position of the Co-Operative and the results of its operations for the period under review.

#### **ARTICLE XI - CHEQUES, DRAFTS AND NOTES**

1. All cheques, drafts or orders for the payments of money and all notes and acceptances and bills of exchange shall be signed by such officer or officers or person or persons whether or not officers of the Co-Operative and in such manner as the directors may from time to time designate.

#### **ARTICLE XII - BONDING OF EMPLOYEES**

1. Every officer or employee of the Co-Operative who has charge of or handles money or securities belonging to the Co-Operative shall be bonded with a surety company selected by the directors for such an amount as may from time to time be prescribed by the directors, but in no case for an amount less than \$1,000.00. The directors may prescribe that any other employee or employees of the Co-Operative (whether handling money or securities of the Co-Operative or not) shall be bonded in such an amount as the directors determine.

### **ARTICLE XIII - CUSTODY OF SECURITIES**

1. All shares and securities owned by the Co-Operative shall be placed for safe keeping (in the name of the Co-Operative) with a chartered bank or trust company, or the Province of Ontario Savings Office, or with such other corporations as may be determined from time to time by the directors.

### **ARTICLE XIV - EXECUTION OF INSTRUMENTS**

1. Contracts, documents or any instruments in writing requiring the signature of the Co-Operative may be signed by the President, or Vice-President and the Secretary or the Treasurer and all contracts, documents and instrument in writing so signed shall be binding upon the Co-Operative without any further authorization or formality. The directors shall have power from time to time, by resolution to appoint any officer or officers, person or persons to sign contracts, documents and instruments in writing generally or so sign specific contracts, documents or instruments in writing on behalf of the Co-Operative.

2. The seal of the Co-Operative shall be in the custody of the Secretary and may, when required, be affixed by him or by any officer or officers, person or persons appointed by resolution of the directors to contracts, documents and instruments in writing signed as aforesaid.

### **ARTICLE XV - FISCAL YEAR**

1. The financial or fiscal years of the Co-Operative shall terminate on the 31st day of August in each year.

### **ARTICLE XVI - DISSOLUTION**

1. Upon the dissolution of the Corporation and after the payment of all debts and liabilities, its remaining property shall be distributed or disposed of to one or more recognized charitable organizations that carry on their work solely in Canada.

### **ARTICLE XVII - NOTICES**

1. The signatures to any notice to be given by the Co-Operative may be written, stamped, typewritten or printed.

2. Any notice may be given by the Co-Operative to any member or directors either personally or by sending it through the post in a

prepaid envelope, or wrapper, or by email, or by fax, addressed to such member or director at his address as same appears in the books of the Co-Operative or if no address be given therein then to the last address of such member or director known to the Secretary.

3. All notices with respect to any loans registered in more than one name shall be given to whichever of the persons is named first in the books of the Co-Operative and notice so given shall be sufficient notice to all the holders of such loans.

4. Every person who by operation of law, transfer or by any other means whatsoever shall become entitled to a loan or loans shall be bound by every notice in respect of such loan which previously to his name and address being entered on the books of the Co-Operative shall be duly given to the person from whom he derives his title to such loan(s).

5. Any notice or document delivered or sent by post or left at the address of any member as the name appears in the books of the Co-Operative shall, notwithstanding that such member be then deceased, and whether or not the Co-Operative has notice of his decease, be deemed to have been duly served in respect of the member loan(s) whether held solely or with other persons by such member until some other person be entered in his stead in the books of the Co-Operative as the holder or one of the holders thereof and such service shall for all purposes be deemed as sufficient service of such notice or document on his heirs, executors or administrators and on all persons, if any, interested with him in such loan(s).

6. A certificate of the Secretary or other duly authorized officer of the Co-Operative in office at the time of the mailing of the certificate, as to facts in relation to the mailing and delivery of any notice to any member, director or officer or publication of any notice shall be conclusive and binding on every member, director or officer of the Co-Operative as the case may be.

#### **ARTICLE XVIII - AMENDMENTS**

1. The directors may, from time to time, make by-laws, not contrary to the Co-Operative Corporations Act and, from time to time, amend, vary, or repeal the same, provided that every such by-law and every repeal, amendment, or re-enactment thereof, unless in the meantime confirmed at a meeting duly called for that purpose, is effective only until the next annual meeting of the

members unless confirmed thereat, ceases to have effect at and from that time, and in that case no new by-law of the same or like substance has any effect until confirmed at a meeting of the members.

2. Neither these by-laws nor any by-laws to amend these by-laws are effective until they are passed by the directors and confirmed with or without variation, by at least two-thirds of the votes cast at a general meeting of the members of the Co-Operative duly called for that purpose, and where quorum has been reached (50 members or 20% of the members, whichever is the lesser, present in person).

3. It shall be the duty of the Secretary to file a copy of these by-laws and of every subsequent by-law of the Co-Operative and every amendment thereto certified by the President and Secretary with the seal of the Co-Operative affixed.

#### **ARTICLE XIX - INTERPRETATION**

In all by-laws of the Co-Operative, the singular shall include the plural and the plural the singular; the word "person" included "shareholder" in a share capital Co-Operative; and the masculine shall include the feminine.

Wherever reference is made in this by-law to any statute or section thereof such reference shall be deemed to extend and apply to any amendment to said statute or section, as the case may be.

#### **ARTICLE XX - PROTECTION OF DIRECTORS, OFFICERS AND OTHERS**

1. Limitation of Liability: No director, committee member delegated power of the directors, or officers of the Corporation shall be liable for the neglects or defaults of any other Director, Committee member, officer or employee, or for any loss, damage or expense happening to the Corporation due to the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error or judgment or oversight on his or her part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his or her

office or in relation thereto; provided that nothing herein shall relieve any director, Committee member or officer of the Corporation from the duty to act in accordance with the Act and the regulations or from liability for any breach thereof.

2. Indemnities to the Directors and Others: Every director or officer of the Corporation or other person who has undertaken or is about to undertake any liability on behalf of the Corporation shall, from time to time and at all times, be indemnified and saved harmless out of the funds of the Corporation, from and against:

a) all costs, charges and expenses which such director, officer or other person sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against him or her, or in respect of any act, deed, matter of thing whatsoever, made, done or permitted by him or her, in or about the execution of the duties of his or her office or in respect of any such liability; and

b) all other costs, charges and expenses which he or she sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his or her own wilful neglect or default.