

TENDER YEARS COOPERATIVE SCHOOL INC.

CONSTITUTION



**1444 Dundas Crescent
Mississauga, ON L5C 1E9**

**(905) 949-1949
admin@tenderyears.ca**

Revised: December 1, 2023

TENDER YEARS COOPERATIVE SCHOOL INC. CONSTITUTION

ARTICLE I – NAME

The name of this organization shall be Tender Years Co-operative School Inc., hereinafter referred to as “the school”. The school is a parent co-operative, non-sectarian and non-profit. The school serves toddler, pre-school, and kindergarten aged children.

ARTICLE II – REGULATIONS

The school will be regulated by the Ministry of Education, Province of Ontario, under the Child Care and Early Years Act and by the constitution of the corporation.

ARTICLE III – MEMBERSHIP

1. Membership shall consist of active members, non-active members, and associate members.
2. Active and non-active members shall be the parents or guardians of each enrolled child.
3. No more than 45% of the total available enrollment can be comprised of non-active members.
4. Associate members shall be any individuals interested in the school. They shall have a vote in the affairs of the school.
5. No more than 49% of the total membership may be comprised of associate members.

ARTICLE IV – BOARD OF DIRECTORS

1. The Board of Directors shall be comprised of active and associate members and shall include the following: President, Secretary and Treasurer and up to five more Board members who will hold various positions from time to time (for example: Vice-President, Parent Liaison, Bingo Chair, HR Chair, Special Events Chair, and Past President). The Board of Directors will not exceed eight people.
2. The offices of President and Treasurer, or those with signing authority, must be held by active members.
3. The office of Treasurer shall not be held for more than two years. All remaining offices shall not be held for more than 4 years.
4. The term of office shall be from July 1st until the following June 30th.
5. A quorum of the Board of Directors shall be half of the Directors plus one.

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6. Attendance is required at all executive meetings. Attendance by teleconference or video conference is acceptable. More than three consecutive absences will terminate the executive position. An executive member may apply for a leave of absence for a maximum of one month. One application in writing only.
7. At executive meetings, each Board member but the chair shall have one vote. Voting shall be by a show of hands, and in the case of a tie, the chairperson shall cast the deciding vote. A second ballot can be held on demand.
8. Board members must be Canadian citizens or Permanent Residents and may not be currently involved in a personal bankruptcy.
9. All members may attend executive meetings on a non-voting basis.
10. The Board of Directors will make available in a timely fashion, a copy of the minutes of Executive Board meetings to any member that requests them. Care must be taken to remove any confidential material from them.
11. Upon dissolution and after the payment of all debts and liabilities, the co-operative's remaining property shall be distributed or disposed of to charitable organizations carrying on their activities solely within Canada.
12. Board members wishing to withdraw from the Board of Directors before the end of their term of office shall do so with at least thirty (30) days written notice.

ARTICLE V – NOMINATIONS AND ELECTIONS

1. The executive for the coming year shall be elected at the last General Meeting of the school year.
2. Nominations for the Board of Directors shall be accepted prior to the election.
3. The Board may appoint a member to fill a vacancy until the next opportunity to hold an election.
4. At the end of their term of office, Board members shall make every reasonable effort to facilitate a smooth transition when a new executive is elected. This will include, but is not limited to, the transfer and/or release of any and all information relating to any school account or permission that the Board member was in possession of during their term of office.

ARTICLE VI – GENERAL MEETINGS

1. Attendance is mandatory for all active members.
2. Three general meetings will be held during the school year at which time all members will be eligible to vote. During the last general meeting of the school year, an executive for the coming year will be elected.

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3. Five members may call general meetings. Notification of such meetings must be made in writing to the Board of Directors at least one week prior to the meeting.

ARTICLE VII – STAFF

The Board of Directors, who shall determine salaries, policies and other benefits, shall hire staff, or designate a staff person to assist with hiring.

ARTICLE VIII – VOTING PROCEDURES

1. Amendment to the constitution: Any amendments, which would supersede any part of the constitution, must be passed by a majority vote of the membership present at the General Meeting. Proposed changes shall be outlined in an agenda and notice distributed to the membership at least seven (7) days prior to the vote.
2. At any General or Parent Meeting of the school, a majority vote is the membership present, providing that there has been adequate notice of the meeting. Each family has one vote.
3. The voting shall be first of all, by a show of hands. A ballot can be held, if demanded, by two (2) members present or at the discretion of the chairperson. In the case of a tie, the chairperson shall cast the deciding vote.
4. A quorum of the membership shall be 25% of the membership, plus one.

ARTICLE IX – FINANCES

1. The fiscal year of the school shall be the twelve months from July 1st to June 30th.
2. There shall be an audit by an independent qualified individual (someone other than the Board of Directors) or firm appointed by the Board of Directors. The audited financial statement shall be reported at the second General Meeting.
3. Cheques on the school's bank account and drafts drawn or accepted by the school shall be signed or drawn up by at least two signing officers of the Board of Directors.
4. The Board of Directors must approve the budget.

ARTICLE X – CONTRACTS

1. All contracts, entered into in the name of the school, must be approved by the Board of Directors and signed in duplicate by the President and/or Secretary or Treasurer or by any other person authorized especially or generally by resolution of the Board of Directors and the person under contract.

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ARTICLE XI – TERMINATION OF MEMBERSHIP

1. At the discretion of the Board of Directors, parents may be asked to withdraw their child(ren):
 - a. due to the child’s failure to participate,
 - b. due to the parent’s failure to participate,
 - c. if the parent’s attitudes and philosophies are at odds with the majority of the co-operative and if cooperation is impossible,
 - d. due to medical reasons.
2. The co-operative may, upon resolution of the Board of Directors, expel any member thereof for cause, provided such member shall have been given notice of the intended expulsion and an opportunity of appearing before a hearing of the Board of Directors.
3. An unrelenting member in bad standing will be asked to withdraw their child from the school.

ARTICLE XII – FEES

1. The fees for the child will be based on a per session basis as determined by the Board of Directors.
2. The fee set for non-active parents will be considerably higher than that of an active parent as determined by the Board of Directors.
3. Should a cheque be returned to the school due to insufficient funds, the amount of the cheque, plus a bank fee, must be paid in cash. Payment is due within one week of being notified. If the outstanding balance is unpaid after one week’s notice, a fee of \$5 per day will be applied to the balance until it is paid in full. Upon receipt of the full payment, your child may return to school. Continued failure to pay the fine will result in the expulsion of the child from the school.

ARTICLE XIII – FINES

Fines may be levied from time to time at the discretion of the Board of Directors to discourage misdemeanors, missed bingos, late pick-ups, and lack of team commitment. A member who continually fails to pay such fines will be considered a member in bad standing resulting in possible dismissal.

ARTICLES XIV – DUTIES OF MEMBERS

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1. Active parents or guardians must participate on teams and committees as determined by the Board of Directors to fulfill the cooperative commitment.
2. Non-active members will not be required to participate on a team or committee.
3. All active members must attend Orientation and General Meetings.
4. Information on children of the families in our school is private and confidential. At no point is a parent entitled to information on the actions, behaviour, social, emotional status, or cognitive abilities of a child other than their own.

ARTICLE XV – DIRECTORS’ LIABILITY

Every Director and Officer of the Co-operative, and his or her heir, executors and administrators, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the corporation only from and against:

- All costs, charge, and expenses whatsoever such director or officer sustains or incurs in or about any action suit or proceeding that is brought, commenced or prosecuted against him/her for or 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
- All other costs, charge and expense he/she sustains or incurs in or about or in relation to the affairs of the co-operative, except such costs, charges and expenses as are occasioned by his or her own negligence or default, or failure to act honestly, and in good faith with a view to the best interests of the co-operative.