

**By-Laws of Willingdon Home and School Association
2025**

Adopted: June 25, 2025

1.0 Definitions

Wherever possible, words used in these by-laws have the same definitions as in the *Companies Act*.

<i>By-laws</i>	The rules by which X conducts its business.
<i>Conflict of interest</i>	A situation in which a board or committee member could benefit personally from a decision made by the board or committee. The "conflict of interest" is that the person's benefit could be in conflict with the best interest of the organization. The by-laws have rules for dealing with conflict-of-interest situations.
<i>Dissolution</i>	The Company stops operating and is no longer in business.
<i>Executive</i>	Executive committee as defined in the constitution.
<i>Ex-officio</i>	Because of one's role or position. For example, the President is an <i>ex officio</i> member of committees, because of holding the position of president.
<i>Fiscal</i>	Related to money or finance.
<i>Indemnity</i>	Not subject to penalties or liabilities that happened because of work done on behalf of X.
<i>Member</i>	Member of the Home and School Association
<i>Motion</i>	A statement beginning with "I move that..." or "Moved that..." on which members are asked to vote "in favour" or "opposed." or "abstain"
<i>President</i>	Chairperson of the Executive
<i>Quorum</i>	The minimum number of members who must be present to carry on business at a meeting. (<i>Quorum will be equal to the number of filled executive positions.</i>)
<i>Reimbursement</i>	Money paid back to a person who spends his or her own money for expenses related to X.
<i>Remuneration</i>	Money paid to a person for providing a service (wages or fees).

2.0 Name

The name of the organization is **Willingdon Home and School Association**.

3.0 Not-for-Profit Status

Willingdon Home and School Association is a not-for-profit organization.

The work of Willingdon Home and School Association is carried on without purpose of gain for its members. Any profits, revenues, or other assets shall be used solely to promote and achieve the purposes of the association as stated in the constitution.

4.0 Head Office

The headquarters of Willingdon Home and School Association is 5870 Terrebonne, Montreal, Quebec, or at any other place determined by the Executive.

5.0 Membership

5.1 Eligibility

Those who support the purpose and core values of Willingdon Home and School Association, are parents/guardians of a child attending Willingdon School in the school year they are paying membership for and who pay an annual membership fee are eligible to be members.

5.2 Types of Membership

- 5.2.1** A member in Willingdon Home and School Association be:
- a. a regular voting or
 - b. an associate voting member, as stated in the Constitution.

5.3 Becoming a Member of the Local Association

- 5.3.1** Voting membership in the local Association shall be granted upon payment of the prescribed fees to the local association and subsequently to the provincial federation.
- 5.3.2** Membership fees must be paid in full before the Annual General Meeting in order to have voting privileges at the Annual General Meeting.
- 5.3.3** Membership will be valid from the moment of payment of the current school year to September 30th of the following school year.

5.4 Privileges of Membership

- 5.4.1** A full member of Willingdon Home and School Association:
- a. is entitled to attend all general meetings, special meetings and annual general meetings of Willingdon Home and School Association, and

- b. is entitled to vote on all matters of business at Willingdon Home and School Association meetings, and
- c. has other privileges and responsibilities described in these by-laws and in related standing rules passed by the membership of Willingdon Home and School Association.

5.4.2 An associate member of Willingdon Home and School Association:

- a. is entitled to attend all general meetings, special meetings and annual general meetings of Willingdon Home and School Association, and
- b. is entitled to vote on all matters of business at Willingdon Home and School Association meetings, and
- c. has other privileges and responsibilities described in these by-laws and related standing rules passed by the membership of Willingdon Home and School Association.

5.5 Membership Responsibilities

A member of Willingdon Home and School Association is responsible to:

- a. support the purpose of Willingdon Home and School Association and,
- b. pay annual membership fees, and
- c. abide by the by-laws and standing rules of Willingdon Home and School Association

5.6 Fees

5.6.1 The base annual fee is established by the Québec Federation of Home and School Associations (QFHSA) at its Annual General Meeting.

5.6.2 The membership of Willingdon Home and School Association establishes its own annual membership (cannot be lower than the minimum annual fee set by QFHSA) and the fees will be ratified by the Members at the Annual General Meeting or a general meeting of the members.

5.6.3 Membership fee is defined as: one membership per family living at the same address.

5.7 Termination of Membership

Members may end their relationship in Willingdon Home and School Association by:

- a. not paying fees and/or notifying the association that they no longer wish to be members
- b. violating any provision of the articles, by-laws, or written policies of the association
- c. carrying out any conduct which may be detrimental to the association as determined by the Executive.

6.0 Executive

6.1 An Executive member must be a paid-up member of Willingdon Home and School Association.

6.1.1 It is preferable that members of the Executive were a member of Willingdon Home and School Association or another Home and School Association for at least one year.

6.2 The number of Executive positions is eight: two Co-President's, Treasurer, Secretary, Website Coordinator, Communications Chair and two Family Support Fund Chairs. **(Refer to Constitution)**

6.2.1 A minimum of six positions must be filled by October of the current school year to maintain the association's viability.

6.3 Purpose of the Executive

6.3.1 The purpose of the Executive is to guide the affairs of Willingdon Home and School Association through setting policy and overall direction.

6.3.2 The Executive is responsible for:

- a. Willingdon Home and School Association constitution, by-laws and standing rules
- b. Ensuring proper financial management of Willingdon Home and School Association
- c. Carrying out the purpose of the Home and School as outlined in the constitution in collaboration with the school administration.
- d. Ensuring that the Association remains in good standing with the QFHSA by submitting the required paperwork and fees as dictated by the QFHSA.
- e. Fulfilling the obligations outlined in the Local Association Renewal Form.

6.3.3 To carry out its purpose, the Executive may take any steps it considers necessary on behalf of Willingdon Home and School Association.

The exception is when the Executive has received mandatory directives from the QFHSA.

6.4 Executive Terms

6.4.1 The term for an Executive member is two consecutive school years.

6.4.2 Executive member term limits are set forth in the constitution.

6.5 Election of Executive Members

6.5.1 Members of Willingdon Home and School Association elect the Executive members at the Annual General Meeting.

6.5.2 All vacant positions will be eligible for election. Incumbent members will need to be re-elected at the end of their term in accordance with the constitutions term limits.

6.5.4 Nominations:

A call for nominations will be sent out to the membership 30 days before the Annual General Meeting. The slate of nominees will be sent to the membership 10 days before the Annual General Meeting. Other nominations may be taken from the floor at the Annual General Meeting.

6.5.5 Vacant Positions

6.5.5.1 If an Executive position becomes vacant between elections, the Executive may appoint a member to fill the vacant position until the next election.

6.5.5.2 If an Executive position is not filled at the Annual General Meeting the Executive may appoint someone during the school year until the next election.

6.6 Duties of Executive Members

6.6.1 The duties of the Executive members will be outlined in the by-laws and standing rules of Willingdon Home and School Association

6.6.2 Duties of the Co-President

- a. chairs all meetings
- b. ensures that the Home and School Association follows its' constitution, by-laws and standing rules
- c. is a member of all sub-committees (ex-officio)
- d. acts as a liaison between the Home and School Association and the school administration
- e. submits an activity report to the QFHSA by June 30th
- f. prepares an agenda for the meeting in consultation with the administration
- g. prepares the yearly fundraising initiatives
- h. acts as secondary signing officer for bank accounts

6.6.3 Duties of the Treasurer

- a. delivers a written financial report at each regular meeting
- b. After the close of each financial year shall compile and submit to the Executive and membership a report for the financial year and arrange for the financial audit/review as stipulated in the Constitution.
- c. After the close of the financial year shall submit a written report to the QFHSA.
- d. Shall ensure the safe keeping of all financial records for a period of seven years.
- e. Is the liaison between the Home and School and the bank.
- f. Establishes procedures and oversees online banking.
- g. Is a signatory on all financial accounts.

6.6.4 Duties of the Secretary

- a. Is responsible for preparing the agenda and taking the minutes of meetings, and
- b. Sending out the draft minutes to the members
- c. Sending out the meeting notice and proposed agenda to members in advance.
- f. Monitors e-mail inbox and forwards/responds as needed
- g. Maintain the volunteer list as requested by the EMSB/QHFSA.

6.6.5 Duties of Communications Chair

- a. Is responsible for preparing the newsletter
- b. Planning a social media calendar for publication on various social media platforms
- c. Reviewing social media and Mailchimp statistics and present suggestions to optimize visibility of events and information

6.6.6 Duties of Website Coordinator

- a. Keeping the website up to date, adding pages and dates as needed.
- b. Working with the Co-Presidents and Treasurer to provide reports on various fundraisers.
- c. Maintaining volunteer sign up sheets and passing along volunteer details to the Secretary for master listing.

6.6.7 Duties of Family Support Fund Co-Chair

- a. Working with the school administration, determine the needs of the community for the school year.
- b. Build a budget to determine what services can be offered each school year
- c. Plan and execute fundraisers to support the initiatives offered.

7.0 Removal of Executive Members and Committee Chairs

7.1 An Executive member or Committee Chair can be removed from the Executive or committee if the Executive feels the member is not acting in the best interests of Willingdon Home and School Association.

7.2 An Executive member or Committee Chair may be removed from the Executive if:

7.2.1 A two-thirds (2/3) majority of Executive members request in writing to the President the removal of that Executive member or Committee Chair from the Executive or committee or

7.2.2 A majority of the members (51%) vote to remove the Executive Member or Committee Chair at a special meeting.

7.3 The President, or such other officer shall provide 20 days notice of the removal to the Executive or Committee Chair, provide reasons in writing for the proposed removal and send copies to the QFHSA office.

7.4 Appeal Process

- 7.4.1 The Executive member or Committee Chair may make written submissions to the President, or other such officer designated by the Executive, in response to the notice received in the twenty (20) day period.
- 7.4.2 If a written submission is received, upon consultation with the Executive, the President or designate will consider the submission and respond with a final decision within a further twenty (20) days.
- 7.4.3 Copies of all documents are to be sent to the QFHSA at the same time as they are being sent to the Executive Member, Committee Chair, President or designate.

8.0 Meetings

8.1 Regular Meetings

- 8.1.1 Notice of a regular meeting will be sent out electronically 7 days prior to the meeting.
- 8.1.2 At the first meeting of the year meeting dates for the school year are scheduled if possible.
- 8.1.3 If both the Co-Presidents are absent, another member of the Executive can be designated to conduct the meeting.
- 8.1.4 A quorum for a regular meeting is **8** members that have fully paid their fees.
- 8.1.5 Even if one or more members do not receive a meeting notice, resolutions or any other business conducted at the meeting will be valid.
- 8.1.6 Meetings may be held using an online platform at the sole discretion of the Co-Presidents.

8.2 Special Meetings

- 8.2.1 A special meeting may be called at any time by:
 - a. the Co-Presidents or
 - b. a majority vote of the Executive, or
 - d. the Secretary, if at least **10** of the association's members have submitted a signed, written request for a meeting.
- 8.2.2 A members' request for a special meeting must be done in writing and must stipulate the reason for the meeting.
- 8.2.3 A special meeting must be held **within 14 calendar days** after a member of the Executive receives the written request as stipulated in 8.2.2.
- 8.2.4 Notice of a special meeting will be sent out electronically 3 days prior to the meeting.

- 8.2.5 The special meeting will only deal with agenda items listed in the notice that was sent out to members.
- 8.2.6 Even if one of the members does not receive a meeting notice, resolutions or any other business conducted at the meeting will be valid.
- 8.2.7 Meetings may be held using an online platform at the sole discretion of the Co-Presidents.

8.3 Executive Meetings

- 8.3.1 A notice of an Executive meeting will be sent out electronically three days prior to the meeting.
- 8.3.2 A simple majority of Executive members **(51%)** is a quorum.¹
- 8.3.3 Meetings may be held using an online platform at the sole discretion of the Co-Presidents.
- 8.3.4 Even if one or more members do not receive a meeting notice, resolutions or any other business conducted at the meeting will be valid.

8.4 Annual General Meeting

- 8.4.1 Notice of the Annual General Meeting shall be sent electronically 2 weeks prior to the meeting.
- 8.4.2 The Quorum of the Annual General Meeting is equal to the number of filled executive positions.
- 8.4.3 To be announced electronically 2 weeks prior to the meeting.
- 8.4.4 The Annual General Meeting must include:
 - a. **draft** minutes from the last Annual General Meeting, and
 - b. the President's annual activity report, and
 - c. the financial report of the past fiscal year,² and
 - d. appointment of an independent qualified accountant to conduct the financial audit/review as per the timeline stipulated in the constitution.
 - e. an election of Executive members if required.
 - f. ratification of the family membership fee for the next school year.

¹ 8.3.2 "quorum" = in this clause, "quorum" is the minimum number of executive members who must be present to carry on business at an executive meeting.

² 8.4.4 "past fiscal year" = financial reports about the last 12-month period i.e. July 1 to June 30th.

- 8.4.5 Even if one or more members do not receive a meeting notice, resolutions or any other business conducted at the meeting will be valid.

8.5 Parliamentary Rules at Meetings

Robert's Rules of Order will be the generally accepted form of parliamentary procedure at regular meetings, special meetings, executive meetings and annual general meetings of Willingdon Home and School Association. A summary of the procedure applicable to Willingdon Home and School meetings will accompany the by-laws as Appendix B.

8.6 Voting

- 8.6.1 There is one vote per family (living at the same address).
- 8.6.2 Voting must be by a member in good standing of the association.
- 8.6.3 Voting privileges can be extended to cover the first Home and School meeting of the following school year.
- 8.6.4 Voting may be by show of hands, secret ballot, e-mail or other method (but not a combination of these methods) determined by the executive, and stated in the standing rules.
- 8.6.5 A motion is passed if a simple majority (51%) of those who vote are in favour of the motion.
- 8.6.6 If the vote is equally for and against, the motion is considered defeated.
- 8.6.7 Voting by E-mail may proceed for any business arriving between meetings, quorum for executive meetings must be met for E-Votes.

8.7 Executive Members Absence(s) from Meetings:

- 8.7.1 Executive members are expected to attend all meetings.
- 8.7.2 If an Executive member finds it impossible to attend a meeting, the Executive member must notify the secretary.
- 8.7.3 Executive members may lose their positions on the Executive if absent from three consecutive meetings.
- 8.7.4 The Executive may excuse an Executive member's absence(s) if the absence(s) are due to circumstances the other members of the Executive find acceptable.

9.0 Signing authority and Expenditures

- 9.1** Any of the following may have signing authority for Willingdon Home and School Association.
- a. Co-Presidents, and/or
 - b. Communications Chair and/or
 - c. Treasurer and/or
 - d. Secretary and/or
 - e. Family Support Fund Co-Chairs
- 9.2** With the Treasurer's consent, any two of the following may sign cheques of Willingdon Home and School Association.
- a. Co-Presidents, and/or
 - b. Treasurer
- 9.3** Electronic banking will be overseen by the Treasurer and the Co-Presidents, with the following stipulations:
- "OUTS"**
- 9.3.1** The Treasurer, in addition to one of the Co-Presidents, will authorize and process any e-transfer sent or electronic payment made from the H&S Bank Account.
- "INS"**
- 9.3.3** The Treasurer and/or Co-Presidents can accept any incoming e-transfers to the H&S Bank Account.
- 9.4** With the Treasurer's knowledge, the executive may authorize expenditures of up to **\$100** for incidental items. Receipts to be kept in the Home and School Google drive.

10.0 Payment to Executive and Regular Members

- 10.1** Executive members are not paid for their services as Executive members.
- 10.2** All Home and School members can be reimbursed for expenses incurred for Home and School activities.

11.0 Contracts to Home and School Members

- 11.1** A Home and School member can be contracted to perform a special service for Willingdon Home and School Association providing that the position was advertised to all Home and School members and the hiring committee was composed of at least three people reviewing a minimum of three quotes for the same service. The hiring of members must be passed unanimously at a regular meeting.
- 11.3** A Home and School member applying or fulfilling a contract shall abstain from any discussions and voting relating to the contract.

12.0 Conflict of Interest

- 12.1 Executive and Regular members are in a conflict of interest if they or a member of their family can benefit financially or materially from Willingdon Home and School Association.
- 12.2 If a Home and School member is in a possible conflict of interest, the member must:
 - a. disclose to the Association the nature and extent of his or her interest and,
 - b. refrain from influencing the Association's decisions on the issue, and
 - c. if the Association requests, provide relevant information, and
 - d. if necessary leave the meeting when discussion on the issue occurs, and
 - e. refrain from voting on the issue.

13.0 Fundraising Powers

- 13.1 Willingdon Home and School Association may fundraise to carry out the business of Willingdon Home and School Association.
- 13.2 All fundraising activities must be approved by the school administration and the school governing board must approve the use of the school premises.

14.0 Review of Accounts

- 14.1 A financial audit/review of Willingdon Home and School Association will be done as outlined in the constitution.
- 14.2 The financial audit/review for the previous year is presented to the membership at the Annual General Meeting.
- 14.3 For purposes of financial accounting and record keeping, the fiscal year of Willingdon Home and School Association will be from *July 1st to June 30th (recommended)*

15.0 Minutes and Records

- 15.1 The Secretary is responsible for preparing and keeping:
 - a. minutes of meetings, and
 - b. minutes of Executive meetings.
- 15.2 Willingdon Home and School Association records are kept digitally on the Google Drive of the associated E-mail.
- 15.3 Willingdon Home and School Association agendas and minutes are posted publicly on the Willingdon Home and School website.

16.0 Authority for Contracts

- 16.1 All contracts entered into by Willingdon Home and School Association must be in writing and be signed by a member of the Executive.
- 16.2 Willingdon Home and School Association may obtain an outside or legal opinion on a proposed contract if the Executive or other person(s) authorized by the Executive recommends it.

17.0 By-law and Policy Amendments

- 17.1 Willingdon Home and School Association By-Laws may be changed by the members at a special meeting or at the annual general meeting. Any changes must be ratified by the members at the annual general meeting.
- 17.2 The By-Laws may only be amended at the Annual General Meeting or at a special meeting by a majority 51% of the votes of the members present (quorum achieved), provided that due notice of the proposed amendments was provided to all members at least 2 weeks prior to the meeting.
- 17.3 The membership may change Willingdon Home and School Association policies and standing rules at a regular meeting.

18.0 Legal Responsibility and Indemnity³

- 18.1 No Willingdon Home and School Association member is personally responsible for Willingdon Home and School Association debt or liability if they fall within the guidelines established by the QFHSA and its insurers.
- 18.2 When Executive members or others are authorized to act on behalf of Willingdon Home and School Association, and a legal or administrative action results in costs or expenses, Willingdon Home and School Association will not require Executive members or other authorized persons to pay any penalties, liabilities, costs or expenses, if the authorized persons:
- a. acted honestly and in good faith with a view to the best interests of Willingdon Home and School Association, and
 - b. in cases involving criminal or administrative action enforced by monetary penalty, had reasonable grounds to believe their conduct was lawful, and
 - c. immediately notified Willingdon Home and School Association of any action or proceedings
 - d. cooperated with Willingdon Home and School Association in its defence in a manner that was reasonable in the circumstances.

19.0 Dissolution (*see Constitution*)

- 19.1 All debts of the Association shall be paid before the monetary assets are transferred to the QFHSA to be held in trust.

(Adopted this date, 20 __)
(Updated this date, 20__)

³ Article 18 "indemnity" = not subject to penalties or liabilities that happened because of work done on behalf of X.

Appendix A

Volunteer Code of Conduct and Confidentiality Agreement

Code of Conduct

As a volunteer, I agree to:

Act Respectfully

Treat all students, staff, parents, and fellow volunteers with kindness and respect.

Embrace diversity and avoid offensive, discriminatory, or hurtful language or behaviour.

Be Reliable & Accountable

Show up on time and communicate if I'm unable to attend.

Follow through on commitments and ask for help if needed.

Protect Privacy

Keep all student and family information confidential.

Never share photos, names, or details without permission.

Follow School Rules

Respect school policies, routines, and boundaries.

Work under the guidance of school staff and the Home & School leadership.

Be Safe & Supportive

Report any concerns (safety, bullying, etc.) to a teacher or Home & School Chair.

Focus on creating a positive, inclusive environment for all students.

I understand that volunteering is a privilege. I agree to follow this code so that our events and efforts reflect the caring, collaborative spirit of the Willingdon community.

Confidentiality Agreement

Home and School Association

Purpose: This agreement is intended to protect the privacy and confidentiality of student information, including grades, homeroom assignments, and names.

Agreement:

1. **Confidential Information:** Volunteers may have access to confidential information about students, including but not limited to their grades, homeroom assignments, and names. This information is sensitive and must be protected.
2. **Non-Disclosure:** Volunteers agree not to disclose any confidential information to anyone outside the Home and School Association. This includes sharing information with other parents, students, or any third parties.
3. **Use of Information:** Volunteers agree to use confidential information solely for the purpose of fulfilling their volunteer duties within the Home and School Association. Any other use is strictly prohibited.
4. **Security Measures:** Volunteers agree to take all necessary measures to protect the confidentiality of student information. This includes not leaving documents or electronic devices containing confidential information unattended and ensuring that any discussions about confidential information are conducted in private.
5. **Data Security:** Volunteers must adhere to the following data security practices:
 - **Electronic Data:** Ensure that any electronic devices used to store or access confidential information are password-protected and have up-to-date security software.
 - **Physical Data:** Store any physical documents containing confidential information in a secure location, such as a locked drawer or cabinet.
 - **Data Transmission:** Use secure methods to transmit confidential information, such as encrypted emails or secure file-sharing services.
 - **Data Disposal:** Properly dispose of any physical or electronic data that is no longer needed by shredding documents or securely deleting electronic files.
6. **Reporting Breaches:** Volunteers must immediately report any suspected or actual breaches of confidentiality to the Home and School Association. This includes:
 - **Incident Details:** Providing a detailed account of the breach, including what information was compromised and how the breach occurred.
 - **Immediate Actions:** Taking immediate steps to mitigate the breach, such as securing affected data and notifying relevant parties.
 - **Follow-Up:** Cooperating with any investigations and implementing recommended measures to prevent future breaches.
7. **Duration:** This confidentiality agreement remains in effect for the duration of the volunteer's involvement with the Home and School Association and continues indefinitely after the volunteer's departure.
8. **Consequences of Breach:** Volunteers understand that any breach of this confidentiality agreement may result in disciplinary action, including termination of volunteer duties and potential legal action.

Acknowledgment:

I, [Volunteer Name], have read and understand the terms of this confidentiality agreement. I agree to abide by these terms and protect the confidentiality of student information.

Appendix B

Robert's Rules of Order: Home and School Edition

1. Before the Meeting

- Agenda prepared by Co-President's and Secretary
- Quorum confirmed (total number of sitting executives)

2. During the Meeting

Order of Business:

1. Call to Order
2. Approval of Minutes/Agenda
3. Reports (e.g. Treasurer, Fundraising, Committees)
4. Old Business (unfinished stuff)
5. New Business (fresh topics or motions)
6. Announcements
7. Adjournment

Common Motions You'll Actually Use:

What You Want To Do	Say This
Suggest an idea	"I move that we..."
Change a motion	"I move to amend the motion by..."
Delay a topic	"I move to table this until..."
Close debate and vote	"I call the question."
End the meeting	"I move to adjourn."

3. Voting

- Chair repeats the motion.
- Members vote (by hand, voice, ballot).
- Chair announces the result.

Example:

Member: "I move that we spend \$200 on pizza for the dance."

Another: "Second!"

Chair: "It's been moved and seconded to spend \$200 on pizza. Any discussion?"

Vote.

Chair: "Motion passes."

What Is "Seconding a Motion"?

Seconding = saying "Yes, let's talk about this."

It **does NOT** mean you agree — it just means the idea is worth discussing.

Why It's Needed

- Prevents wasting time on ideas no one else cares about.
- Ensures **at least two people** think the topic is worth time.

How It Works in Real Life

1. **Member A:** "I move that we buy snacks for Teacher Appreciation Week."
2. **Member B:** "Second!"
3. **Chair:** "It's been moved and seconded that we buy snacks. Discussion?"

Now the group **can talk, amend, or vote**.

If *nobody seconds*, the motion **dies quietly**. No hard feelings — just no group interest.

Appendix C

Annual Subcommittees:

- Annual committees shall be: Teacher and Staff Appreciation Week, Grad Committee, Community Book Fair, Halloween, Film Festival, Holiday Market
- Co-ordinators for each committee will be appointed by the membership at a regular meeting.
- Co-ordinators shall follow the guidelines outlined in sections 10, 11, 12, 13, 16 of the by-laws.
- Co-ordinators shall maintain written records of their dossiers and inform the President and the members of their actions and activities as a minimum, monthly and more often as needed.
- Annual Committees will be responsible to provide a written or in person summary of activities at each Home and School Meeting.