

## **CONSTITUTION OF CHAMPLAIN COMMUNITY CLUB**

### **ARTICLE 1 – NAME AND PURPOSE**

1.1 The organization shall be known as Champlain Community Club Inc., sometimes operating as the Champlain Community Centre, hereinafter referred to as the “CCC”.

1.2 The purpose of the CCC is to provide a broad range of recreational and leisure activities for persons of all ages residing within the neighborhood boundaries as defined by the Parks and Recreation Department of the City of Winnipeg, through the management and operation of the facilities and grounds.

### **ARTICLE 2 – OBJECTIVES**

The objectives of the CCC shall be:

2.1 To plan and initiate or conduct a variety of recreational and leisure activities suited to the needs and requirements of the residents of the designated area.

2.2 To communicate with the residents of the designated area so as to determine their needs for recreational and leisure activities and to ensure that they are aware of the activities and programs being offered by the CCC.

2.3 To administer and operate the CCC in accordance with the Operating Responsibilities as approved by the General Council of Winnipeg Community Clubs (GCWCC) and the City of Winnipeg Parks and Recreation Department.

2.4 To prepare budget, financial and activity reports for presentation to the City of Winnipeg Parks and Recreation Department.

2.5 To promote activities through which funds may be raised to support the activities of the CCC.

2.6 To plan for the continued operation of the CCC and its programs through the recruitment and training of volunteers.

2.7 To participate wholly and fully, and in a spirit of support and collaboration, in any and all committees dealing with the joint use of the house or grounds of the CCC, including and especially the Happiness Is Day Care and the Holy Cross Parish.

2.8 To provide delegates to and support the programs and policies of the District 5 Community Clubs Board and the GCWCC.

### **ARTICLE 3 – MEMBERSHIP**

3.1 The membership of the CCC shall normally consist of those persons residing within the boundaries as defined by the Parks and Recreation Department of the City of Winnipeg.

3.2 Those persons not residing within the CCC's designated boundaries must apply to the CCC's Board of Directors for associate membership status.

3.3 All residents of the City of Winnipeg and their guests may use the facilities and take part in the programs provided by the CCC, but the CCC shall be specifically concerned with meeting the needs of those residents residing within their designated boundaries.

#### **ARTICLE 4 – GOVERNMENT**

4.1 The business and affairs of the CCC shall be managed by a Board of Directors consisting of not less than seven (7) members including the Executive Committee (Officers), which have been elected at the Annual General Meeting (AGM) of the membership.

4.2 The Board of Directors shall have the power to administer the funds of the CCC in such manner and for such purposes as it may decide are beneficial to the well-being and advancement of the objectives of the CCC.

4.3 The Board of Directors shall commence any new form of activity or sport considered desirable by the membership or in like manner discontinue any form of activity or sport being conducted under the auspices of the CCC.

4.4 The Board of Directors shall consist of the Executive Officers (4), the Past-President (1), and up to six (6) other elected members who will be Directors-at-Large, for a maximum of eleven (11) Directors.

4.5 To assist in recruiting new Board members that have the skills and background that are deemed helpful to the operations of the CCC, Directors-at-Large may be given titles and responsibilities to as deemed necessary by the Board of Directors, including, for example:

- a) Director, Marketing and Communications
- b) Director, House and Grounds
- c) Director, Website Management
- d) Director, Canteen

4.6 The Past-President shall be the immediate Past-President, unless the immediate Past-President is unable or unwilling to participate, at which point the previous Past-President shall be offered the role.

4.7 Each Board member is elected for a two-year term, with half of the Board elected each year. Regardless of resignations or mid-term elections due to untimely vacancies, the membership will renew two-year terms as follows:

- a) Odd years: President, Secretary, and 50% of the Directors at Large (e.g., Director at Large positions number 1, 2, and 3).
- b) Even years: Vice-President, Treasurer, and the other 50% (i.e., those not renewed in the previous year) of the Directors at Large (e.g., Director at Large positions number 5, 6, and 7).

4.8 For the purposes of Board terms, a year is defined as the period of time between Annual General

Meetings.

4.9 Given any vacancy on the Board during a term of office, an interim replacement will be appointed by the Board of Directors to serve until the next general meeting at which time the position will be filled by election.

4.10 The Board of Directors are to serve without financial remuneration, however, the volunteers on the Board of Directors shall be entitled to receive benefits for their contributions in the form reasonable discounts on things such as programs offered by the CCC, facility rentals, products for sale in the canteen, etc.

4.11 No Director may directly or indirectly receive any profit from their position as Director. A Director may be reimbursed for reasonable expenses incurred by them in the performance of their duties and may be paid reasonably for any duties they perform under contract to the CCC. Subject to approval by the Board of Directors, such reasonable expenses may include childcare and/or travel costs to allow a Director to attend a meeting.

4.12 On any occasion in which a Director, or a spouse or dependent of a Director, has a personal material or other substantial interest in any contract or transaction to which the CCC is a party, it is hereby deemed that this Director has a conflict of interest and shall disclose such interest at the time. The Director shall refrain from speaking to or voting on the resolution approving the transaction.

**ARTICLE 5 – MEETINGS**

5.1 The Board of Directors shall meet at the discretion of the President on monthly basis, except during the months of July and August. July and August meetings will be held at the discretion of the Executive Committee. The President shall make every reasonable effort to accommodate the availability of the Board members to ensure quorum. Notice of meetings of the Board of Directors shall be given no later than seven (7) days in advance and shall include the draft Minutes of the previous meeting and a preliminary Agenda.

5.2 The Executive Committee shall meet at the call of the President, or any two (2) of its Committee members. Every reasonable effort shall be made to accommodate the availability of the Committee members to ensure quorum. Minutes of the Executive Committee meeting will be presented at the first Board of Directors meeting following any Executive Committee meeting.

5.3 There shall be two (2) kinds of General Meetings: Annual General Meeting (AGM), and Special General Meeting. General Meetings are recognized as a necessary part of the function of the CCC. Proper notice of General Meetings, including a copy of the Agenda, shall be given to the membership using all low-cost forms of modern communication available at least fifteen (15) days prior to the meeting.

5.4 An Annual General Meeting (AGM) will be held once a year in April, May, or June. The AGM shall be convened for the purpose of reporting the previous year's activities and finances, and to hold an election of Officers.

5.5 Special General Meetings may be convened by the Board of Directors, or by fifteen (15) members in good standing of the CCC. Written requests must be acted upon within thirty (30) days of receipt of the request. Such requests shall state clearly the nature of the business proposed to be transacted.

5.6 Committee Meetings will be held as required and will be held at the discretion of the Committee Chair. Minutes of Committee meetings will be presented at the first Board of Directors meeting following any Committee meeting.

5.7 All regular meetings of the Board of Directors shall be open to the public. Any member who wishes to attend a meeting of the Board of Directors must give notice to the President at least seven (7) days prior to the meeting. The Executive Committee has the power to deny any such request with written notification stating the reasons for the denial, but both the request from the member and the response from the Executive Committee will be presented at the Board of Directors meeting.

5.8 Unless otherwise amended by the President with support from the Executive, General Meetings shall have the following standing agenda items:

- Call to Order
- Roll Call of Officers
- Approval of Agenda
- Approval of previous meeting Minutes
- Treasurer's Report
- President's Report
- Q&A with the Board
- New Business arising
- Board Elections (AGM only)
- Adjournment

#### **ARTICLE 6 – QUORUMS AND VOTING PRIVILEGES**

6.1 The quorum for the transaction of business at a General Meeting shall be not less than fifteen (15) voting members. No proxies will be allowed, and no business shall be conducted if there is no quorum.

6.2 The quorum for transaction of business by the Board of Directors, or any Committees of the Board of Directors, shall consist of not less than a simple majority (fifty-one percent (51%)) of the Board of Committee membership.

6.3 At General Meetings of the CCC, each member of the age of majority in attendance, with the exception of the President of the Board of Directors, shall be entitled to a vote. The President may only vote in the event of a tie.

6.4 Amendments to the Constitution shall require a minimum of two-thirds majority of the members in attendance. All other motions shall be approved by a simple majority vote.

#### **ARTICLE 7 – ELECTIONS**

7.1. The election of the Board of Directors shall be held at the Annual General Meeting of the CCC. All members of the age of majority may attend, vote, or stand for election. A member does not need to be in attendance to let their name stand for election – nominees can express their willingness to stand at the elections, or by written consent.

7.2 Purposeful and meaningful efforts shall be made by the current Board of Directors to prepare a slate of potential Directors prior to the AGM. Additional nominations from the floor will be accepted.

7.3 Newly elected Directors shall take office upon election unless otherwise provided for by the By-laws.

#### **ARTICLE 8 – EXECUTIVE COMMITTEE**

8.1 The Executive Committee is a Committee of the Board of Directors that includes the five (5) Officers of the CCC. Notwithstanding any other provisions of the Constitution, the Executive Committee is responsible to oversee the CCC's staff and appoint Committees and prescribe their duties and powers. All staff and Committees shall be responsible and accountable to the Executive Committee.

8.2 The Executive Committee shall ensure that the CCC is operated on a non-political, and non-sectarian basis.

8.3 The Executive Committee shall have the power to expel or suspend from the CCC any person guilty of misconduct or any infraction of the rules and regulations of the CCC.

8.4 The Executive Committee may appoint advisors to the Board as it deems necessary and appropriate. Such appointments shall be ratified by the Board of Directors.

8.5 Subject to ratification by the Board, the Executive Committee shall make such rules and regulations regarding the use of the CCC as they may deem necessary.

#### **ARTICLE 9 – OTHER COMMITTEES**

There shall be three (3) Standing Committees which shall be Chaired by a member of the Board of Directors and consist of other members from the community as deemed necessary. Responsibilities may be combined at the discretion of the Executive. Committees will work independently on details and logistic related to their focus areas; structure, length, format, etc. of Committee meetings will be at the discretion of each Committee's membership. Other Committees may be appointed for specific tasks by the Board of Directors – the continuing need for each of these special or ad hoc committees will be reviewed annually.

9.1 Finance and Human Resources:

- a) Be chaired by the Treasurer or alternate as designated by the President.
- b) Prepare and submit an annual budget for approval by the Board of Directors.
- c) Review and monitor the CCC's monthly financials.
- d) Oversee the CCC's General Manager and senior staff.
- e) Present a slate of prospective Board Directors to the membership at the Annual General Meeting.

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- f) Ensure all nominees and elected officials of the Board of Directors are current members of the CCC.

### 9.2 House and Grounds (Standing) will:

- a) Be chaired by the Vice-President, or alternate as designated by the President.
- b) Function to provide suggestions and concerns that pertain to aspects of safety, maintenance, services, and assets and facilities (e.g., equipment and tools, HVAC, lawn care, ice-making, renovations, paths and sidewalks, lighting, roof, windows and doors, plumbing and electrical, washrooms, etc.).

### 9.3 Programs and Events (Standing) will:

- a) be chaired by the Secretary, or alternate as designated by the President.
- b) Oversee program offerings and related scheduling, fees, registration, etc.
- c) Oversee special events.
- d) Maintain and manage the operations of the website or other digital communication platforms (i.e., newsletters, social media, etc.).
- e) Compile articles, photos, and announcements.

## **ARTICLE 10 – REMOVAL OF DIRECTOR**

### 10.1 The office of a Director shall be vacated upon the occurrence of any one of the following events:

- a) vacant by death;
- b) resignation in writing to the Board;
- c) removal by resolution of at least two-thirds of the other Directors of the CCC.

### 10.2 Any Director may be removed from his/her elected or appointed position by a two-thirds majority vote of the entire remaining Board of Directors upon the occurrence of any one of the following events:

- a) failure by the Director to attend any three consecutive regular monthly meetings of the Board without proper regrets;
- b) failure by the Director to disclose a conflict of interest;
- c) where the remaining Directors are of the opinion that the Director has not acted in the best interest of the CCC.

### 10.3 A written notice of motion to remove a Director must be presented at the meeting of the Board before the meeting which will consider the motion.

### 10.4 The meeting considering the motion to remove must have a quorum without counting the Director who brought the motion, or the Director who is the subject of the motion, neither of whom may vote on the motion.

### 10.5 The motion to remove and the reasons for the motion must be provided to the Director being removed in writing no later than seven (7) days prior to the meeting dealing with the dismissal.

### 10.6 The Director being removed shall be given the opportunity to present his/her evidence.

## **ARTICLE 11 – FINANCE**

11.1 The fiscal year end of the CCC shall be from January 1st to December 31st.

11.2 The Board of Directors, under the leadership of the Treasurer, shall administer any funds and securities of the CCC and present an Annual Financial Review at the AGM. The books and records of the CCC shall be open to inspection by the members at all times, upon reasonable notice to the Board of Directors.

11.3 All funds raised by or on behalf of, or under the auspices of the CCC must have prior approval of the Board of Directors.

11.4 All funds and securities of the CCC shall be deposited in the name of the CCC with a recognized financial institution which shall be selected by the Board of Directors.

11.5 The Board of Directors are authorized to incur such expenses as necessary for the continued operation of the CCC.

11.6 No person shall incur any material or significant expense or commitment on behalf of the CCC unless authorized by the Board of Directors. The definition of a material or significant expense or commitment can be determined and amended by the Board of Directors, but it is intended to include expenses not part of regular operations, and any commitment related to the hiring of employees or employee compensation.

11.7 All financial documents and contracts shall carry a minimum of two signatures as approved by resolution of the Board of Directors.

11.8 Expenses or commitments in excess of the authority of the Board of Directors require that a feasibility study and detailed written report be presented to the membership at a General Meeting. Such expenses shall require a minimum of two-thirds (2/3) majority of the members in attendance at the General Meeting.

11.9 The Board of Directors shall appoint auditors to review the accounts of the CCC annually or as required by the City of Winnipeg. The auditors' report shall be presented to the members at the next General Meeting and filed with the City of Winnipeg Parks and Recreation Department.

## **ARTICLE 12 – AMENDMENTS**

12.1 Amendments to the Constitution may be made at a General Meeting. All amendments must be received in writing by the membership no later than thirty (30) days prior to the meeting. Amendments to the Constitution shall require a minimum of two-thirds (2/3) majority of the members in attendance at the General Meeting.

12.2 Amendments to By-Laws may be made at a regular meeting of the Board of Directors. Amendments to the By-Laws shall require a minimum of two-thirds (2/3) majority of all active members of the Board of Directors. The development and initiation of new Bylaws by the Board must never in any way depreciate or weaken any portion of the main body of the Constitution.

**ARTICLE 13 – INDEMNIFICATION**

13.1 Every Director of the CCC or other person who has undertaken or is about to undertake any liability on behalf of the CCC and their heirs, executors, administrators and estate, respectively, shall at all times be indemnified and saved harmless out of the funds of the CCC from and against:

- a) all cost, charges and expenses whatsoever which such Director, Officer or other person sustains or incurs in or about any action, suit or proceeding which is brought 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 except such costs, charges or expenses as are occasioned by his/her own willful neglect, and,
- b) all other costs, charges and expenses which he/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/her own willful neglect.

**ARTICLE 14 – WINDING-UP**

Members of the CCC do not have and cannot have any personal interest in the CCC's property. If the CCC is dissolved or disbanded, any assets left after all liabilities have been satisfied must be turned over to the City of Winnipeg Parks and Recreation Department.

**ARTICLE 15 – INTERPRETATION**

In the event of any dispute as to the meaning of any article heretofore or hereafter passed, the interpretation of the Executive Committee shall be final and conclusive.



## **BY-LAWS**

### **BY-LAW 1 – DUTIES OF OFFICERS**

#### **1.1 PRESIDENT**

Unless indicated otherwise in the Constitution, the President shall preside as Chair at all meetings of the CCC. The President may, and their discretion, cede the role of Chair. The President shall appoint all Committees not otherwise provided for and shall see that other Officers and Committees perform their assigned duties. The President shall be an ex-officio member of all Committees conducting the affairs of the CCC.

#### **1.2 VICE-PRESIDENT**

The Vice-President shall assist the President in the performance of their duties and in the order named, shall exercise all the power of the President in the latter's absence.

#### **1.3 SECRETARY**

The Secretary shall keep a roll of the members, amending same as may be required from time to time. The Secretary shall issue notices calling all meetings and shall keep Minutes thereof and an attendance record together with the records and correspondence of all other matters pertaining to the activities of the CCC. The Secretary shall also compile the Annual Report of the CCC for presentation at the AGM.

#### **1.4 TREASURER**

The Treasurer shall receive all fees or other monies payable to the CCC and issue receipts thereof. All funds in the custody of the above Officer shall be deposited in such bank or banks as the Executive Committee may from time to time direct. The Treasurer shall make disbursements only when same have been approved and authorized by the Executive Committee or the Auditors and shall present at the AGM a duly audited report showing all receipts and expenditures for the current year. The Treasurer shall also present at each meeting of the Board of Directors a statement showing the existing financial position of the CCC.

#### **1.5 PAST PRESIDENT**

The Past President shall support the Executive Committee as a trusted advisor and ambassador of the CCC.

### **BY-LAW 2 – FEES**

#### **2.1 FACILITY RENTAL FEES**

2.1.1 The CCC will adapt a facility rental fee concept and formula based on five (5) factors to be considered, each of which will increase the rental fee for the client. These five (5) factors include:

- 1) Date and time of rental (i.e., rentals outside of "prime time" shall be cheaper),

- 2) One-time or reoccurring rental (i.e., reoccurring rentals shall be cheaper),
- 3) Public or private rental (i.e., rentals offering programs open to the public shall be cheaper),
- 4) Need for staff (i.e., rentals that don't require staff support shall be cheaper),
- 5) For profit or not-for-profit client (i.e., rentals to not-for-profit clients shall be cheaper).

2.1.2 Notwithstanding the above formulaic approach to facility rentals, the CCC will:

- Charge a flat rate of \$50 per hour for private parties (e.g., birthday parties),
- Charge most rentals with groups of 35 or more people at additional fee due to increased staffing requirements.
- In circumstances where the CCC incurs no direct expenses of any kind (i.e., staffing, clean-up, etc.), charge Directors a flat rate of \$25 per hour.

### **BY-LAW 3 – BOOKING TIME AT THE CCC**

The CCC shall book its facilities in accordance with the rules and regulations of the City of Winnipeg. The following logic tree and booking categories shall be used to determine the type of usage, the purpose, and the required paperwork that must be completed.

#### 3.1 LOGIC TREE

- “Is this a Champlain-run program?” (i.e., the public is able to register to join) YES/NO
  - If YES, this is a CATEGORY A
- If NO, the follow up question is: “Is this request for a one-time facility use?” YES/NO
  - If YES, this is CATEGORY B
- If NO, the follow up question is: “Is your facility use affiliated with an organization (e.g., association, church, group with chapters, sports club or league, etc.)?” YES/NO
  - If YES, this is CATEGORY C-1
  - If NO, this is a CATEGORY C-2

#### 3.2 CATEGORY A: Community Centre run program

*Requirement: None*

- USAGE: Any activity that the Community Centre wishes to do, from sports to yoga to Family Night, etc.
- PURPOSE: The Community Centre is putting this on for the public either as a drop-in activity, or through limited registration.
- FREQUENCY OF PAPERWORK: Not applicable.

#### 3.3 CATEGORY B: One-time use of Community Centre Facilities (by anyone)

*Requirement: Community Centre Hall Rental Agreement (HRA)*

- USAGE: Usage is not relevant – this can be for a birthday party, church group, or sports group (club affiliated or not), etc. – the key here is that it's for a one-time use.

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- **PURPOSE:** This is an agreement between the Community Centre and the individual requesting to use the facilities – it is not a City of Winnipeg form and it can be customized to meet our Centre’s needs. This form can be developed for a website (e.g., Formidable WordPress plugin) to make things more efficient, allowing for very last-minute use of the facilities.
- **FREQUENCY OF PAPERWORK:** Prior to every use.

### 3.4 CATEGORY C-1: Reoccurring use of Community Centre Facilities by organizations

*Requirement: Facility Use Agreement (FUA) + Certificate of Insurance (COI)*

- **USAGE:** This category is for reoccurring use by an organization-affiliated group, including sports teams, church groups, etc.
- **PURPOSE:** If the use of the Facilities is by an organization or “club” (e.g., Basketball Manitoba), the City requires to know the parameters of use (indicated in the FUA) and a copy of the organization’s Certificate of Insurance. This is an agreement between the group and the City of Winnipeg, using the City of Winnipeg FUA form.
- **FREQUENCY OF PAPERWORK:** This paperwork is signed once and covers all indicated uses until the end of the term of the FUA (not to exceed 12 months).

### 3.5. CATEGORY C-2: Reoccurring use of Community Centre Facilities by individuals (“Public Pat” or Club volunteer)

*Requirement: Facility Use Agreement + Liability Waiver*

- **USAGE:** This category is for regular individuals (“Public Pat”) or Club volunteer (i.e., Board member) who wish to use the Community Centre facilities regularly, but the use is unaffiliated with type of organization or club (e.g., friends playing volleyball or ball hockey outside of any organized league, people getting together regularly to play cribbage while their kids shoot hoops).
- **PURPOSE:** This is an agreement between the individual and the City of Winnipeg. The FUA outlines the parameters of use, and the Liability Waiver, which is in lieu of insurance, requires the approval on a case-by-case basis of the City of Winnipeg Risk Management department.
- **FREQUENCY OF PAPERWORK:** This paperwork is signed once and covers all indicated uses until the end of the term of the FUA (not to exceed 12 months).

## **BY-LAW 4 – PURCHASING AUTHORITY**

Board members shall have the authority to purchase and be reimbursed for expenses made on behalf of the CCC as long as: a) the purchase is consistent with the CCC’s approved budget, and b) the purchase does not exceed one hundred dollars (\$100). All other purchases shall require a motion by the Board of Directors.