

# EVERGREEN ELEMENTARY HOME & SCHOOL CONSTITUTION

2625 Rue du Bordelais  
Saint-Lazare, Quebec  
J7T 2Z9

CONSTITUTION OF EVERGREEN HOME & SCHOOL ASSOCIATION  
Adopted on May 15th, 2018

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**PREAMBLE**

It shall be understood that when the following terms appear in the By-Laws and Constitution, they

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shall be deemed to have the specific meanings defined as follows:

“QFHSA” means the Quebec Federation of Home and School Associations Inc., the provincial organization composed of member Home and School Association;

“Association” means the Evergreen Home & School Association;

“Constitution” means the body of fundamental principles according to which the Association is governed;

“By-Laws” means regulations by which the Association will fulfill the Constitution;

“Executive Committee” consists of the Officers of the Association;

“Member” means an individual or family who has paid the annual fee by a determined date as agreed upon by the Executive Committee and who is given the right to one vote per family on decision-making matters such as disbursement of funds, elections of Officers, etc.;

“School” means Evergreen Elementary School located at 2625 rue du Bordelais in the town of St-Lazare, Quebec.

“School Year” means the period beginning July 1 and ending June 30;

“Governing Board” means the body established according to the Quebec Education Act, composed of the Principal, parents, teachers representatives of both the non-teaching professionals and support staff, day care and community representatives, who work in partnership to set and implement policy directions for a school, namely Evergreen Elementary School.

“Quebec Civil Code” means the laws of the Province of Quebec pertaining to governance of corporations and associations.

## **Article 1 - NAME, MANDATE AND MISSION STATEMENT**

### **1.1 Name**

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The name of this organization is the Evergreen Home & School Association.

Evergreen Home & School Association shall be affiliated and maintain its membership with the Quebec Federation of Home and School Associations Inc. (QFHSA). Members of the Association are automatically non-voting members of the QFHSA.

### 1.2 Mandate

The mandate of Evergreen Home & School Association is to:

- act as an independent, volunteer, non-profit organization dedicated to enhancing the education and general well-being of children and youth by bringing together the stakeholders of home, school and community;
- promote the involvement of parents, students and educators to secure for every child the highest level of learning and advancement;
- act as a voice for all parents; and
- to make parents aware of current educational practices and major issues which affect education.

### 1.3 Mission statement

Our Home and School Association is a non-profit group run by parent and staff volunteers who are dedicated to creating an enriching school experience. We organize activities that promote the importance of learning and taking care of our own, while fostering a strong sense of belonging, community and pride among all Evergreen students and their families.

## Article 2 - POWERS

### 2.1 Powers

For the carrying on of the above-mentioned mandate and mission statement, the Association may:

- Provide facilities for bringing together the members of Evergreen Home and School Association for discussions of matters of general interest, and to stimulate co- operative effort;
- maintain a non-partisan, non-commercial, non-racial and non-sectarian organization;
- carry-on fundraising;
- buy or rent equipment;
- receive contributions through a membership fee; and
- carry out anything else within the law and approved with a majority vote by the

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Executive to reach the group's objectives.

## Article 3 – MEMBERSHIP

### 3.1 Membership

Voting membership in the Association shall be any individual who is either a parent/guardian of a child attending the school or a staff member and in good standing. A member in good standing is a member who has fully paid the annual membership fee and is not in debt with the Association.

All memberships are valid for one full school year.

Each member shall have one vote.

Every member shall uphold the Constitution and comply with the By-Laws of the Association.

The annual membership fee, applicable to all members, shall be set by the Association, upon recommendation of the Executive Committee, at the last regular meeting of the school year, and shall take into account the fee payable to the QFHSA.

1. ***Regular voting membership***

Regular voting membership shall consist of parents/legal guardians or staff who are paid members, desiring to participate in, support and promote Evergreen's Home & School Association activities for the overall well-being of all students.

2. ***Affiliate voting membership***

Affiliate voting membership shall consist of a regular voting member, in good standing at a different local Home and School association, and that is in good standing with the Evergreen Home & School Association.

## Article 4 - COMMITTEES

### 4.1 Executive Committee

The Executive Committee shall consist of members of the Executive elected at the Annual General Meeting, or later, from among the members in good standing, of the Evergreen Home & School Association. The responsibilities of each Executive member role may be split between two parents. The positions are:

- (i) President (up to 2 co-presidents)
- (ii) Vice-President (up to 2 vice-presidents)
- (iii) Secretary
- (iv) Treasurer
- (v) Membership Coordinator
- (vi) Any other Executive position which is declared unanimously by the Executive Committee to be essential to the achievement of the mandate

Only fully paid up members in good standing shall be eligible to be Executive members of the

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Association.

Each Executive member position shall be filled for a term of 1 year from June 30 to July 1. They shall hold office until their successors are elected or until they cease to be eligible.

Executives shall be eligible for re-election; however, a person may serve as an Executive for no more than 6 consecutive terms. If an Executive position falls vacant, it shall be the responsibility of the Executive Committee to find a replacement.

## **Article 5 - MEETINGS**

### **5.1 Monthly meetings**

The Association shall hold regular meetings on the same weekday each month and at the same time. The day of the week and time shall be determined at the Annual General Meeting each May. The Association has the right to change the date as deemed necessary and shall give the membership 30 days' notice of the date change.

At each monthly meeting, seven (7) members shall constitute a quorum.

### **5.2 Annual meetings**

The Annual General Meeting shall be held in May. At least ten (10) days' notice shall be given in writing to all parents/guardians and staff members.

At the Annual General Meeting, ten (10) members shall constitute a quorum.

### **5.3 Voting**

Only one vote per paid membership will be allowed. Paid memberships are not transferable.

In the case of a tie, the President shall have a tie-breaking vote, only if s/he did not participate in the original vote. Otherwise, a tie shall be considered a defeat of the resolution.

If finances permit, the President and any member of the Association shall attend the QFHSA Annual General Meeting in April. Should the President be unable to attend, a delegate will be appointed by the Executive Committee to take his/her place.

### **5.4 Remuneration**

At no time shall remuneration be paid to members for their services to the Association in the carrying out of their duties. However, reasonable expenses may be claimed with prior approval of the Executive Committee or the members at a regular meeting.

## **Article 6 – FINANCE**

### **6.1 Fiscal year**

The fiscal year of the Association shall be from July 1 to June 30.

### **6.2 Banking**

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The Association shall maintain, in its name, a bank account with a branch of any chartered bank, which the Executive Committee shall designate.

The signing officers shall be members of the Executive. There shall be a maximum of three (3) signing officers with cheques to be signed by any two (2) of them. The signing officers will include the President, Vice President and Treasurer.

### **6.3 Financial reports**

Financial reports must be submitted to the membership at bi-monthly, including year-end. A Year-end Financial Report must be submitted to the QFHSA every year, signed by the President and Treasurer.

All expenditures must receive prior authorization at either an Executive Committee or regular meeting.

## **ARTICLE 7 – AMENDMENTS TO THE CONSTITUTION AND BY-LAWS**

### **7.1 Amendments to the Constitution**

The Constitution may only be amended at the Annual General Meeting, or at a Special General Meeting called for this purpose, by a majority of two-thirds (2/3) of the votes of the members present, provided that due notice of the proposed amendments have been provided to all regular and affiliate voting members at least seven (7) weeks prior to the meeting.

Amendments to the Constitution shall take effect after acceptance by the Governing Board and the QFHSA. The Association's Constitution may not be in conflict with that of the QFHSA.

### **7.2 Amendments to the By-Laws**

Amendments to the By-Laws may be made at any monthly meeting and shall take effect as soon as approved, but in no case may be applied retroactively.

## **ARTICLE 8 - DISSOLUTION (in accordance to QFHSA By-laws)**

### **8.1 Dissolution**

A decision to disband can only be taken by a two-thirds (2/3) vote of members present at a Special Meeting called for this purpose, with a formal notice of such an intent forwarded to all members.

In the event of a wind up or dissolution of the Association and following payment of all outstanding

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debts, all of the remaining property and assets shall be transferred to the Governing Board and held in trust until a new group representing the parents is formed within three months of the dissolution of the Association. If after three months a new group is not formed, the remaining funds shall be used by the Principal to enhance the long-term education needs of the students.

## **8.2 School closure**

If a school is being closed, where there is a Maintaining Association connected with said school, this association shall be merged with the Maintaining Associations(s) of the school(s) to which the students are being transferred. If there is no Association at the new school(s) the Association of the old school shall do its utmost to establish a Home and School Association at the new school(s). School closings do not affect the membership status of individual parents.

The disposal of all monetary assets belonging to the local association connected with the school being closed shall be the responsibility of said association. If said association wishes it may place its monetary assets in trust with QFHSA, pending final decision as to its disposal.