

CONSTITUTION
of
O.E.I. ONSITE EDUCATION INC.
(an incorporated registered charity)

Date: June 5, 2019

ARTICLE I

NAME

1.1. The name of this organization shall be "O.E.I. Onsite Education Inc." hereinafter called "O.E.I."

ARTICLE II

PURPOSE AND OBJECTIVES

2.1. The purpose and objectives that O.E.I. is created for are:

- (a) To offer onsite, interactive, experienced based workshops, demonstrations or performances to schools, camps, community groups and seniors facilities.
- (b) To enhance the Ontario Ministry of Education curriculum guidelines.
- (c) To promote the arts in all its forms and benefits.
- (d) To promote physical fitness, science, technology, engineering, mathematics and experiential learning through non-conventional activities.
- (e) To promote Canadian acting talent.
- (d) To demonstrate the benefits of lifelong learning.

2.2 O.E.I. shall be operated as an incorporated, not-for-profit, registered charity.

2.3. O.E.I. shall be inclusive of all people and operate with respect, care and compassion at all times.

2.4. O.E.I. is registered as an organization in the province of Ontario.

ARTICLE III

MEMBERSHIP

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3.1. Membership in O.E.I. shall be limited to members herein designated, and such new members as may be hereafter duly elected.

There are currently no members of O.E.I.

3.2. *Eligibility.* Any person, firm, association or corporation that meets the criteria for membership set from time to time by the Board of Directors may be eligible for membership as long as they are in accordance with the Purpose and Objectives of O.E.I.

3.3. *Admission of New Members.* Each applicant for membership shall make a written application to O.E.I. The information required on this application shall be designated by the Board of Directors. The application will include a statement that the applicant will subscribe to and agree to be bound by the Constitution and all amendments thereof, and all By-Laws, Resolutions, Amendments and Rules of O.E.I. Upon receipt of any application for membership, the President (or a Presidential designate) shall conduct an investigation into the merit of the application. Upon completion of the investigation, the President shall submit the application to the Board of Directors for approval along with any recommendations or information the President deems pertinent. The membership application shall be put to the Board of Directors for a vote and a unanimous vote will be required for membership into O.E.I. The Board of Directors will also decide should any membership fees be paid to O.E.I.

3.4. Membership is non-transferable.

3.5. Membership may be revoked at any time by the Board of Directors should they decide the member no longer conducts themselves within the guidelines of the Constitution. A member having their membership revoked will be notified in writing and given a chance to appeal the decision should they wish to do so. The Board of Directors shall hear the appeal and decide if it has merit and has the right to change their decision should they wish to do so. They may also decide to create a probationary period for the member during which time they must meet specific criteria or expectations to maintain their membership. Should the Board deem the appeal does not hold merit, their decision is final and the member will again be notified in writing. The member then has ten (10) business days to remove all O.E.I. affiliation from their business presence including online as well as return any O.E.I. goods, property, equipment, etc. Failure to return any O.E.I. goods may result in the member/former member being billed for the value of said goods with the agreement of them being reimbursed in full within thirty (30) days.

3.6. A member may withdraw themselves from O.E.I. as long as it is done in writing and all accounts, debts or requirements have been settled. This includes returning or purchasing of any O.E.I. equipment, goods, property, etc. The written withdrawal must be presented to the Board of Directors, thoroughly vetted by the President, or his designate, and then approved by a majority vote of the board. The member will then be removed from membership and made aware in writing. The withdrawal shall be kept on file.

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3.7. *Dissolution.* O.E.I. may dissolve as a company with a unanimous vote of the Board of Directors. This must be done in accordance with the Canada Charities Directorate. Members will be notified in writing of this occurrence and be directed accordingly.

ARTICLE IV

BOARD OF DIRECTORS

4.1. O.E.I. shall have a board of directors made up of at least 3 individuals at all times. The Board of Directors will not exceed 11 members. At least 50% of the Board must be at arms length of one another in accordance with the Canada Not-for-Profit Corporations Act and the Canada Charities Directorate.

4.2. All Board of Director member terms shall be renewed at the beginning of each fiscal year, November 1st unless otherwise notified in writing prior to that date. The President will remind all board members at least thirty (30) days prior to the renewal as a courtesy to the Board.

4.3. Should a Director wish to leave O.E.I. they must notify the President in writing.

4.4. When a Director resigns from the Board the Board will decide whether or not to replace that person by the next Annual General Meeting (AGM).

4.5. All Directors are expected to attend the Annual General Meeting and to take part in any required decision making proceedings whether it be in person or via email. Email communications sent out should be responded to within forty-eight (48) hours. Votes and decisions can be made by email. Attendance of meetings, including the AGM, can be done through teleconferencing.

4.6. During a vote, should there be a tie on a particular topic, the President will offer a tie-breaking vote. This vote shall be binding.

4.7. Written record of all meetings, decisions and votes shall be kept on file.

4.8. *Termination.* O.E.I. has the right to remove a Director from their position should they not conduct themselves in a professional manner or with the best interests of the organization or in accordance with the Constitution. The Director in question is to be warned in writing first, providing details of the Board's concerns with guidelines as to how the Board expects this Director to proceed. Inability to meet with these expectations and the Director will be notified of their removal from the Board in writing. That Director will relinquish all O.E.I. property and goods within five (5) days of notification. At the time of termination, any outstanding contract obligations by O.E.I. shall be honoured.

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ARTICLE V

BY-LAWS

5.1. O.E.I. shall operate within the standard by-laws of the Canada Not-for-Profit Corporations Act as detailed during the time of incorporation.

ARTICLE VI

MEETINGS, MOTIONS & VOTING

6.1. Meetings shall operate within the standards set out by the by-laws of the Canada Not-for-Profit Corporations Act.

6.2. Meetings can be called by any member of the Board of Directors or be requested by any member of the membership.

6.3. Members are entitled to attend meetings as well as Board of Directors members. A Director may request a specific member or members not attend a meeting. Such matters shall be brought to the attention of the President prior to the called meeting.

6.4. The Annual General Meeting **must take place** within ninety (90) days of the Year End Financials being completed.

6.5. All Board Members are expected to attend the Annual General Meeting within reason.

6.6. Any Board of Directors member can bring forth a motion or second a motion.

6.7. Any member of the Board of Directors or the membership who is in conflict of interest in regards to a specific vote must abstain from that portion of the meeting including the decision making process.

ARTICLE VII

FINANCIALS

7.1. The President will handle the preparation of company financials and provide them to the professional accountant for annual filing in accordance with the Canadian Charities Directorate.

7.2. The President and Chief Educational Officer will have signing authority on all company matters but only one signature is required.

7.3. Company purchases shall be at the discretion of the President and/or Chief Educational Officer. Any purchases over \$1000.00 CDN will require Board of Director approval.

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7.4. The company shall have one (1) credit card in the name of the company and the President who also assumes secondary liability for that card and its purchases.

7.5. The company fiscal year is November 1st to October 31st each year as detailed in its incorporation documentation. Year End Financials and Annual Tax Filing must be completed within six (6) months of the fiscal year end.

ARTICLE VIII

LIABILITY

8.1. The company will have active commercial liability insurance at all times of at least \$2,000,000.00.

8.2. The company will also have Error & Omissions insurance in place.

8.3. The company will have director insurance with a minimum coverage of \$2,000,000.00.

ARTICLE IX

AMENDMENTS

9.1. Amendments to the Constitution shall be made during the AGM and voted upon by the Board of Directors. Majority vote is required for a change to be passed by the board. Should an emergency come to the attention of the board, a meeting for the purpose of amendment can be called by the President.

9.2. When an amendment is made to the Constitution the date shall be updated. The most recent Constitution shall be the one in force.

ARTICLE X

DISSOLUTION

10.1. Should the Board of Directors vote to dissolve the company, property owned by the organization must be gifted to a like organization or liquefied and the proceeds donated to another registered charity organization.

10.2. Property owned by Instructors, Members or Board of Director Members shall be returned to their rightful owner.

10.3. In-Kind donations of goods or equipment shall be either gifted to a like organization or liquefied and the proceeds donated to another registered charity.