Schedule A

Edmonton John Howard Society

THE BYLAWS OF EDMONTON JOHN HOWARD SOCIETY

DEFINITIONS

1. The following words and expressions ~~shall~~ have the following meanings:

~~(a) "Society" means Edmonton John Howard Society;~~

(a) ~~(b)~~ "Board" means the Board of Directors of ~~Edmonton John Howard~~the Society;

~~(c) "Provincial Society" means the John Howard Society of Alberta;~~

(b) "Chief Executive Officer" means the person appointed by the Board as chief executive officer of the Society;

(c) ~~(d)~~ "~~Provincial Board~~Director" means ~~the Board of Directors of the John Howard~~a member of the Board of the Society~~ of Alberta~~;

(d) ~~(e)~~ "Executive Committee" means the Executive Committee of the Board of the Society;

(e) "Member" means Voting Members and Temporary Members;

(f) "Past Chair", "Chair", "Vice Chair", "Treasurer", and "Member at Large" mean those "Officers" of the Society;

(g) "~~Director" means a member of the Board of the Society, as defined in the Bylaws; and~~Provincial Board" means the Board of Directors of the John Howard Society of Alberta;

(h) ~~"Member" means an individual member of the Society.~~"Provincial Society" means the John Howard Society of Alberta; and

(i) "Society" means Edmonton John Howard Society;

(j) "Temporary Members" means those persons appointed as Temporary Members in accordance with section 6; and

(k) "Voting Members" means those persons admitted as Voting Members in accordance with section 5.

CONFLICT OF INTEREST

2. The Society shall be carried on without the purpose of gain for its ~~members~~Members and any profits to the Society shall be used in promoting its objects.

3. The Directors shall serve as Directors and Officers without remuneration, and no Director shall directly or indirectly receive any profit from his position as Director or Officer; provided that a Director may be reimbursed for expenses reasonably incurred in the performance of the Director's duties.

TERRITORIAL LIMITS

4. The territorial limits of the Society shall be the Judicial District of Edmonton or as set from time to time by the Provincial Society's Board.

MEMBERSHIP

5. ~~Any~~A person ~~may~~elected as a Director will automatically become a Voting Member of the Society, and upon ~~complying with any requirements as are determined by the Board~~ceasing to be a Director, the person will no longer be a Voting Member. Only Directors may be Voting Members. **[NTD: ~~To be discussed.~~Is the CEO a member?]**

6. The Chief Executive Officer may appoint any person as a Temporary Member, for a period of 10 days or less days, if the person will be volunteering to work at an event at which only Members are permitted by law to work. A Temporary Member is not entitled to notice of any meetings of the Society and may not vote at any meetings.

QUORUM AND VOTING RIGHTS OF MEMBERS

~~6~~7. A quorum for any meeting of ~~Members of~~ the Society ~~shall be the lesser of ten (10) Members and~~is 50% of the Voting Members.

~~7~~8. Any Voting Member in good standing ~~shall be entitled to~~may vote at any annual general meeting or special meeting of the Society. Voting shall be by show of hands. ~~**[NTD: Confirm if we are creating different types of membership and revise accordingly.]**~~

TRANSFER OF MEMBERSHIP

~~8~~9. Membership in the Society is not transferable.

LIABILITY OF MEMBERS

~~9~~10. Members ~~shall~~will not, merely because of their status as ~~such~~a Member, be held ~~answerable~~liable or responsible for any act, default, obligation or liability of the Society or for any engagement, claim, payment, loss, injury, transaction, matter or thing relating to or connected with the Society.

EXPULSION AND WITHDRAWAL OF MEMBERS

~~10~~11. The Board may expel a Member, subject to ratification at the next general meeting, by resolution and ~~with ten (10) days'~~upon reasonable notice to the Member ~~to be expelled declare that the Member shall stand expelled from membership in the Society as from such a ratified resolution~~.

~~11~~12. Upon the failure of any Member to comply with these Bylaws or the Board Governance Policies, the Board may expel that Member and cause the name of ~~such member~~the Member to be removed from the register of Members, but such ~~member~~Member may be readmitted to membership by the Board upon such evidence as the Board ~~may consider~~considers satisfactory.

~~12~~13. Any Member may terminate their membership in the Society by providing written notice of termination to any member of the Board~~,~~ or the Chief Executive ~~Director~~Officer of the Society.

~~13~~14. Any Member who resigns, withdraws, or is expelled from the Society ~~shall forthwith~~ will immediately forfeit all right, claim, and interest arising from or associated with membership in the Society, and if that Member is a Voting Member, they will automatically cease to be a Director.

MEETINGS OF MEMBERS

~~14~~15. The Society shall hold an ~~Annual Meeting~~annual general meeting on or before the ~~30th day of~~ June 30 in each year. The Chair or the Chair's agent shall make notice by e~~-~~mail~~, facsimile,~~ or regular mail to the last known address of each ~~member~~Voting Member, or by posting notice ~~on the Internet~~ at www.johnhoward.org, at least 15 days prior to the date of the annual general meeting:

(a) Such notice shall provide information as to the time and place of such meeting and of the business intended to be transacted; and

(b) Each notice shall be accompanied by a list of ~~members~~people recommended by the sub-committee established by the Board responsible for Board recruitment (the "**Governance Committee**") to be nominated for membership as Directors at the election to be held at the Annual Meeting.

~~15~~16. General meetings of the Society may be called at any time by the Chair or the Chair's agent by notice in writing to the last known address of each ~~member~~Voting Member, delivered by mail or email ~~ten (~~at least 10~~)~~ days prior to the date of such meeting.

~~16~~17. Special meetings shall be called by the Chair or Chair's agent upon receipt of a petition signed by one-third ~~(1/3)~~ of the ~~Members~~Voting Member in good standing setting forth the reasons for calling such meeting. Notice of such meeting shall be mailed or emailed to the last known address of each ~~member~~Voting Member at least ~~ten (~~10~~)~~ days prior to the date of the meeting.

~~17~~18. The following business shall be transacted at each ~~Annual Meeting~~annual general meeting:

(a) Consideration of the reports of the Chair, Treasurer, Chief Executive ~~Director~~Officer, and standing committees of the past year.

(b) Any motion of which ~~ten (~~10~~)~~ days' notice shall be given to all Voting Members.

(c) Nomination of Directors as recommended by the Governance Committee or as submitted in writing by ~~**[NTD: Confirm intent of prior language.]**~~ the Governance Committee, at least ~~ten (~~10~~)~~ days prior to the date of the ~~Annual General Meeting~~annual general meeting.

(d) The election of Directors of the Board.

(e) The appointment of auditors for the fiscal year.

(f) Any other business deemed urgent by the Chair.

DIRECTORS

19. ~~18.~~ The Directors of the Society ~~shall be~~are those persons elected in accordance with section ~~21~~22 of these Bylaws.

QUALIFICATIONS OF DIRECTORS

20. ~~19.~~ A Director ~~of the Board~~ must ~~be a Member in good standing of~~subscribe to the values and objects of the Society and wish to support the Society.

NUMBER OF DIRECTORS

21. ~~20.~~ The Board may have up to ~~twelve (~~12~~)~~ Directors. Subject to the foregoing limitation, the Board from time to time shall fix and determine the number of Directors, including the number to be selected at each annual meeting, making provisions always for the Past Chair to have office as Director.

ELECTION OF DIRECTORS

22. ~~21.~~ Directors ~~shall~~will be elected at the ~~Annual General Meeting of Members~~annual general meeting. A person elected as a Director becomes a Director if they were present at the meeting when being elected and did not refuse election. A person may also become a Director if they were not present at the meeting but consented in writing to act as Director before the election, or within ~~ten (~~10~~)~~ days after the election, or if they act as Director pursuant to the election.

23. ~~22.~~ In electing Directors at the ~~Annual General Meeting~~annual general meeting, the number to be elected shall be the number fixed by the retiring Board pursuant to Section ~~20~~21, less the vacancy reserved for the Past Chair as provided in Section ~~20~~21.

TERMS OF OFFICE

24. ~~23. Board members~~Directors are elected at the ~~Annual General Meeting~~annual general meeting of the Society for a three-year term. ~~Board members~~Directors may serve two terms of office (i.e. maximum of six years), subject to Sections ~~24~~25 and ~~25~~26.

25. ~~24.~~ To ensure that the position of Past Chair is never vacant, the Board may vote to have the Past Chair remain in that position for an addition term beyond their six years in office.

26. ~~25.~~ To ensure Board continuity, a ~~Board member~~Director may be elected for an additional term or terms at the discretion of the Board.

REMOVAL FROM OFFICE

27. ~~26.~~ Any Director or Officer may be removed from office by a two-thirds ~~(2/3)~~ majority vote of the Board at a duly constituted meeting.

VACANCIES

~~27~~28. ~~Board members~~Directors are expected to attend every regularly scheduled meeting. A ~~member~~Director with more than two ~~(2)~~ unexplained consecutive absences from regularly scheduled meetings may be dismissed from the Board. The Board shall have the power to add to its membership Directors who were not elected to the Board at the last annual meeting of the Society to fill the vacancy for the remainder of the term of the retiring Director; provided that at no time ~~shall~~will the total number of Directors exceed the limit of ~~twelve (~~12~~)~~.

~~28~~29. If and so often as a vacancy occurs in the Executive Committee, the Board shall make an appointment to fill such vacancy for the remainder of the term in office of the retiring Officer; provided that any person so appointed shall be a Director of the Board.

POWERS OF THE BOARD

~~29~~30. The Board shall:

(a) set the policy within the territorial limits of the local office and ensure that the Society operates within the policy;

(b) appoint a banker for the Society and designate the authorized signing officers;

(c) employ and terminate the employment of the Chief Executive ~~Director~~Officer;

(d) annually at its first meeting after its election, elect from the Directors the Chair, Vice Chair, Treasurer and Member at Large;

(e) as soon as practicable after its election, elect ~~from its members~~a Director as the Society's representative for the Provincial Board (which the Society is entitled to elect pursuant to the Bylaws of the Provincial Society).

(f) for the purpose of carrying out the objects of the Society, Board may borrow or raise or secure payment of money in such manner as the Board may determine;

(g) perform such other acts and things as may be deemed necessary in furthering the aims of the Society and as may be permitted by the *Societies Act.*

MEETINGS OF BOARD

~~30~~31. The Board shall meet as frequently as shall be determined by the Board. The Board shall hold a meeting within seven ~~(7)~~ days following the ~~Annual General Meeting of the Members~~annual general meeting for the purpose of organization, the election and appointment of Officers and the transaction of any other business.

~~31~~32. Written notice of every meeting of the Board shall be given.

MINUTES OF THE MEETING

33. ~~32.~~ The Directors of the Board shall be furnished as soon as practicable with copies of the Minutes of all meetings of the Board.

OFFICERS

34. ~~33.~~ The Officers of the Society are Past Chair, Chair, Vice Chair, Treasurer and Member at Large.

ELECTION OR APPOINTMENT OF OFFICERS

35. ~~34.~~ The Officers of the Society shall be elected or appointed by resolution of the Board at the first meeting of the Board following the ~~Annual General Meeting of Members at which the Directors are elected~~annual general meeting.

DUTIES OF OFFICERS

36. ~~35.~~ The duties of Officers of the Society are as follows:

(a) The Chair shall:

(i) when present, act as Chair of all meetings of the Society, the Board and the Executive Committee;

(ii) speak for the Board in matters of the policies;

(iii) be responsible for the adherence to all operations of the Society;

(iv) be an ex-officio member of any committee of the Board;

(v) perform such other duties as determined by the Board from time to time.

(b) The Vice Chair shall act in the absence of the Chair and shall act as the latter's assistant.

(c) Past Chair shall perform such duties as may be assigned by the Board or the Executive Committee and shall chair the Nominating Committee.

(d) The Treasurer shall have prepared and placed before the meeting financial books and records of the Society and shall report on the same to the Board and other such reports as may be required by the Board and the Treasurer shall also have prepared the Annual Statement duly audited for presentation to the Annual Meeting of the Society.

(e) The Member at Large shall perform such duties as may be assigned by the Board or the Executive Committee, and is responsible for recording the minutes of all minutes of the Society.

APPOINTMENT OF PAST CHAIR

37. ~~36.~~ A retiring Chair shall automatically become Past Chair and a Director upon the appointment of Officers referred to in Section ~~28~~29(d).

38. ~~37.~~ Notwithstanding section ~~35~~36, if the retiring Chair instead continues in office as Chair, the retiring Past Chair may continue in office as Past Chair and Director or the Officers referred to in Section ~~28~~29(d) may elect another ~~member of the Board of Directors~~Director to fill the office of Past Chair and Director.

EXECUTIVE COMMITTEE

39. ~~38.~~ The Past Chair, Chair, Vice Chair, Treasurer, and Member at Large shall constitute the Executive Committee.

40. ~~39.~~ The Executive Committee shall have the power of the Board between meetings of the Board provided that the Executive Committee shall take no action which is contrary to a resolution passed by the Board, nor make any appointment of Directors to the Board or other officers of the Board or of any member of the Provincial Board pursuant to Section ~~48~~49.

QUORUM OF BOARD AND EXECUTIVE COMMITTEE

41. ~~40. Fifty percent (~~50%~~)~~ of Directors of the Board present shall constitute a quorum of the Board.

42. ~~41.~~ Three ~~(3)~~ members of the Executive Committee present shall constitute a quorum of the Executive committee.

43. ~~42.~~ Meetings of the Board or Executive Committee shall be held in person or by electronic means, or both.

BORROWING POWERS

44. ~~43.~~ For the purpose of carrying out its objects, the Society may borrow or raise or secure the payment of money in such manner as it thinks fit, and in particular by the issue of debentures, but this power shall be exercised only under the authority of the Society, and in no case shall debentures be issued without the sanction of a special resolution of the Society.

SEAL

45. ~~44.~~ The Board may adopt a seal which shall be the common seal of the Society.

46. ~~45.~~ The common seal of the Society shall be under the control of the Board, and the responsibility for its custody and use shall be determined by the Board.

BOOKS AND RECORDS

47. ~~46.~~ The Board shall see that all necessary books and records of the Society required by ~~the~~these Bylaws ~~of the Society~~ or by any applicable statute or law are regularly and properly kept and available for inspection ~~by members~~Voting Members of the Society pursuant to section ~~46~~48.

48. ~~47.~~ The books and records of the Society may be inspected by any Voting Member of the Society at the ~~Annual General Meeting~~annual general meeting or at any time upon giving reasonable notice and arranging a time satisfactory to the Officer or Officers having charge of the same. ~~Each member of the Board shall at all times have access to such book.~~

DELEGATE TO PROVINCIAL SOCIETY

49. ~~48.~~ The Board may from time to time elect from its number, by a majority vote of the Board, a ~~Delegate~~delegate and an alternate to the Provincial Society to sit on the Provincial Board.

50. ~~49.~~ The alternate may attend meetings of the Provincial Board where the ~~Delegate~~delegate is unable to attend.

51. ~~50.~~ The Board may from time to time remove the ~~Delegate~~delegate and/or the alternate to the Provincial Society by a majority vote.

52. ~~51.~~ If and so often as a vacancy occurs in the position of ~~Delegate~~delegate or alternate to the Provincial Society by reason of death, incapacity, removal or resignation of either the ~~Delegate~~delegate or the alternate, the Board shall elect a member from its number to fill such vacancy for the remainder of the term of office.

RIGHTS AND DUTIES OF AUDITORS

53. ~~52.~~ The books, accounts and records of the Society shall be audited once each year by the auditor appointed for that purpose at the Annual Meeting.

54. ~~53.~~ Every auditor of the Society shall have a right to access at all times records, documents, books, accounts and vouchers of the Society, and ~~is entitled to~~may require from the Directors and Officers of the Society such information and explanation as may be necessary for the performance of the duties of the auditor.

55. ~~54.~~ The auditors of the Society are entitled to attend any meeting ~~of members~~ of the Society at which any accounts that have been examined or reported on by them are to be presented to the ~~members~~Voting Members for the purpose of making any statement or explanation they desire with respect to the accounts.

56. ~~55.~~ The rights and duties of an auditor of the Society shall extend back to the date which the last audit of the books, accounts and vouchers were made~~.~~

Vice Chair – Danisha Bhaloo

~~Mehiber at Large/ Heather TOhtmeyer~~

~~Salary Review~~FISCAL YEAR

57. ~~56.~~ The fiscal year for the Society is April 1st to March 31st.

PROCEDURE

58. ~~57.~~ Robert's Rules of Order ~~shall be~~is the Society's authority for all matters of procedure. ~~[NTD: To be discussed? Did someone mention at the last meeting that this is no longer in favour?]~~

AMENDING OR ADDING TO THESE BYLAWS

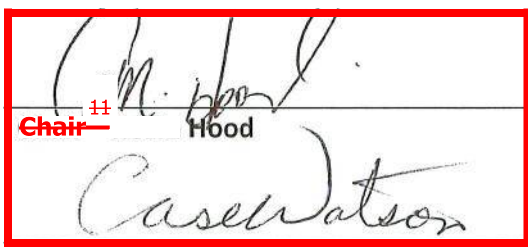
59. ~~58.~~ Notwithstanding anything to the contrary elsewhere in these Bylaws expressed or implied, these Bylaws may only be amended or added to by a special resolution passed by majority of not less than ~~seventy-five percent (75%) of such members~~75% of the ~~Society entitled to vote as~~Voting Members that are present in person or by proxy, at a general meeting of which ~~twenty-one (~~21~~)~~ days' written notice specifying the intention to propose the resolution as a special resolution has been duly given.

DISSOLUTION

60. ~~59.~~ Upon the dissolution of the Society and after the Payment of all debts and liabilities, its remaining assets will be transferred to the John Howard Society of Alberta.

HEADINGS AND INDEX NUMBERS

inserted for convenience of reference only and shall not
ng these Bylaws.



~~016~~

~~**Treasurer — Case Watson**~~

~~**WITNESS**~~

~~**Executive Director, Robin P. Murray**~~

~~Revised: 3k. \e~~ ~~(,)~~

~~Appendix B~~

~~TERMS OF ASSOCIATION~~

~~THIS AGREEMENT made this 17th day of September, 2016,~~

~~AMONG:~~

~~THE JOHN HOWARD SOCIETY OF ALBERTA, registered as a Society under the laws of the Province of Alberta (hereinafter referred to as "the Provincial Society")~~

~~AND:~~

~~THE CALGARY JOHN HOWARD SOCIETY, registered as a Society under the laws of the Province of Alberta, in the City of Calgary, in the Province of Alberta.~~

~~AND:~~

~~THE EDMONTON JOHN HOWARD SOCIETY, registered as a Society under the laws of the Province of Alberta, in the City of Edmonton, in the Province of Alberta.~~

~~AND:~~

~~THE JOHN HOWARD SOCIETY OF GRANDE PRAIRIE, registered as a Society under the laws of the Province of Alberta, in the City of Grande Prairie, in the Province of Alberta.~~

~~AND:~~

~~THE LETHBRIDGE JOHN HOWARD SOCIETY, registered as a Society under the laws of the Province of Alberta, in the City of Lethbridge, in the Province of Alberta.~~

~~AND:~~

~~THE MEDICINE HAT JOHN HOWARD SOCIETY, registered as a Society under the laws of the Province of Alberta, in the City of Medicine Hat, in the Province of Alberta.~~

~~AND:~~

~~THE JOHN HOWARD SOCIETY OF RED DEER, registered as a Society under the laws of the Province of Alberta, in the City of Red Deer, in the Province of Alberta.~~

~~AND:~~ ~~THE JOHN HOWARD SOCIETY OF COLD LAKE, registered as a Society under the laws of the Province of Alberta, in the City of Red Deer, in the Province of Alberta.~~

~~(Hereinafter collectively referred to as the "Local Societies")~~

~~WHEREAS the Provincial Society and the Local Societies share common objectives; and~~

~~WHEREAS all Societies acknowledge their mutual desire to work collectively and individually within a collaborative relationship to achieve all goals determined by all Societies; and~~

~~ACKNOWLEDGING the need to ensure that government at all levels and the public are fully, properly and consistently informed of the policies, traditions, and positions espoused and advocated by all Societies; and~~

~~ACKNOWLEDGING the mutual and reciprocal accountability of all Societies for the mission entrusted to all John Howard Societies in Alberta; and~~

~~DESIRING to introduce a fair and effective procedure to resolve, in a timely manner, disputes that may arise between any of the Societies; and~~

~~WHEREAS the Parties have deemed it expedient and in their mutual interest to set forth the contractual terms and relationships between any of the Societies,~~

~~NOW in consideration of the foregoing and in consideration of the terms, conditions and covenants hereinafter set forth, they mutually covenant and agree together as follows:~~

~~DEFINITIONS~~

~~"Director" – refers to a director of the Provincial Board;~~

~~"Judicial District" - refers to the Judicial District boundaries established by the Province of Alberta;~~

~~"Local Board" - refers to the Board of Directors of any one of the Local Societies referred to in this Agreement;~~

~~"Local Society" - refers to any one of the Local Societies referred to in this Agreement;~~

~~"Objects" - refers to the legally registered objects or objectives required by the *Societies Act* (Alberta);~~

~~"Provincial Board" - refers to the Board of Directors of The John Howard Society of Alberta;~~

~~"Provincial Society" - refers to The John Howard Society of Alberta; and~~

~~"Societies" - refers to the Provincial Society and Local Societies collectively, and Society refers to any of the Societies.~~

~~INCORPORATION~~

~~1. All Societies must be incorporated under the Societies Act of Alberta.~~

~~OBJECTS~~

~~2. All Societies shall adopt or shall have adopted the following Objects:~~

~~"The prevention of crime through:~~

~~(a) the development and implementation of improved policies and techniques within the Criminal Justice System,~~

~~(b) the provision of services to those in contact with the law, which may include the provision of community residential services to ex-offenders,~~

~~(c) the promotion of awareness within society of those circumstances that contribute to crime, and~~

~~(d) the promotion of acceptance of responsibility and accountability of society to change those circumstances that contribute to crime."~~

~~PROVINCIAL BOARD~~

~~3. (a) There shall be a Provincial Board composed as follows:~~

~~(i) The President;~~

~~(ii) One member from each Local Board; and~~

~~(iii) The executive director of the Provincial Society;~~

~~and may include the most recent past president of the Provincial Society.~~

~~(b) Each Provincial Board member shall be nominated by their constituent Society and elected by the Provincial Society.~~

~~(c) The executive director and, when applicable, the past president of the Provincial Society shall be ex-officio, non-voting members of the Provincial Board.~~

~~BY-LAWS~~

~~4. Each Society agrees that its bylaws shall not conflict with these Terms of Association and, if they do, the Society shall amend its bylaws to so conform.~~

~~ASSETS~~

~~5. Assets of each Society are owned and held in the name of that Society.~~

~~FINANCIAL AFFAIRS~~

~~6. (a) In the conduct of its financial affairs:~~

~~(i) each Local Society shall pay annually to the Provincial Society the membership fee payable pursuant to clause 13 hereto. The fees are required as an acknowledgement of the desire to associate and cooperate with all Societies in the joint use of the name "THE JOHN HOWARD SOCIETY." Upon application by a Local Society, its annual fee or a portion thereof may be waived by regular vote of the Provincial Board, provided, however, that the Provincial Board member representing the Local Society requesting waiver must abstain from any such vote;~~

~~(ii) each Local Society shall pursue its Objects and conduct its business solely from its own financial resources and may enter into contractual and other legal relationships, consistent with its Objects and powers, provided all financial obligations thereby incurred remain its responsibility;~~

~~(iii) where funding is sought by the Provincial Society for projects involving one or more of the Local Societies, the Local Societies and Provincial Society shall cooperate in the coordination of funding requests and submissions; and~~

~~(iv) each Local Society shall have the sole right to solicit funds from sources operating solely in its own Judicial District and such other area as the Local Societies and the Provincial Society may determine by agreement from time to time.~~

~~(b) The Provincial Society shall pay costs of Provincial Society~~

~~meetings. REPORTING REQUIREMENTS~~

~~7. (a) The Provincial Society shall have access to copies of the following documentation of Local Societies set out below, at all times during regular office hours:~~

~~(i) annual reports and audits, including yearly program updates;~~

~~(ii) annual board and membership lists; and~~

~~(iii) such reports, letters, or other documents which may be requested from time to time by the Provincial Society, excluding confidential personnel documents,~~

~~and requests for such access may not be unreasonably refused.~~

~~(b) The Provincial Society shall receive:~~

~~(i) notices of Local Society annual general meetings; and~~

~~(ii) notices of Local Society by-law amendments.~~

~~(c) The Local Societies shall have access to copies of the following documentation of the Provincial Society set out below, at all times during reasonable office hours:~~

~~(i) all material distributed to the Directors, excluding confidential personnel matters, including board agenda packages, minutes of board and committee meetings, and attachments to these documents;~~

~~(ii) annual reports and audits;~~

~~(iii) annual board list; and~~

~~(iv) such reports, letters, or other documents that may be requested from time to time by the Local Societies, excluding confidential personnel documents.~~

~~and requests for such access may not be unreasonably refused.~~

~~(d) The Local Societies shall receive:~~

~~(i) notices of all Provincial Society annual general meetings; and~~

~~(ii) notices of all Provincial Society by-law~~

~~amendments;~~ ~~PROGRAMS~~

~~8. (a) Programs conducted and offered by all Societies shall be consistent with the Objects.~~

~~(b) Each Local Society shall be responsible for the programs operated within its own Judicial District. A Local Society shall only establish a program in a Judicial District in which another Local Society is responsible for operating programs with the agreement of that Local Society.~~

~~PERSONNEL~~

~~9. The Societies shall, where permitted by law or regulation and where such cooperation is deemed of benefit to all parties, become party to all employee benefit programs developed and implemented by the Provincial Society.~~

~~POLICY STATEMENTS~~

~~10. (a) The Provincial Society shall be the primary spokesperson for all Societies on policy matters of a Provincial and National nature.~~

~~(b) The Local Societies shall be the primary spokespersons for policy on local issues provided such policy statements are consistent with those of the Provincial Society.~~

~~(c) Policies shall be developed by the Provincial Society in consultation with Local Boards and shall reflect the collective views of all Societies, where they choose to participate. Policies will be approved by the Provincial Board.~~

~~BREACH OF THE TERMS OF ASSOCIATION~~

~~11. (a) A complaint of an alleged breach of any term, condition or covenant contained in this agreement shall be made, in writing, to the Provincial Board.~~

~~(b) If the Provincial Board is satisfied after appropriate discussion and investigation with the Local Board that the Local Society is in breach of any term, condition or covenant herein, it may request, in writing, that the Local Board take immediate corrective action and report on that action and outcome to the Provincial Board;~~

~~(c) If the Local Board disputes the breach of this Agreement as determined by the Provincial Board or if the Local Board refuses to comply with Clause 11(b), the matter shall be resolved in accordance with the dispute resolution provisions contained in Section 12 of this Agreement.~~

~~(d) If a Local Board is satisfied after appropriate discussion and investigation with the Provincial Board that the Provincial Society is in breach of any term, condition or covenant herein, the parties shall enter into the dispute resolution provisions contained in Section 12 of this Agreement.~~

~~DISPUTE RESOLUTION~~

~~12. For the purposes of resolving disputes, the parties agree;~~

~~(a) to suspend operation of a disputed program or a policy which is in contravention of the Objects or is deemed to be detrimental to the interests of the Societies until the dispute is resolved,~~

~~(b) to resolve any differences by negotiation. Neither party will initiate any other procedure until negotiations have exhausted all reasonable possibilities of resolution. The president or board chair of either party may, at their sole discretion, give written notice to the other party that the dispute must be referred to mediation as described in Section 12~~

~~(c) to appoint a mutually agreed upon mediator in the event that negotiations fail. If no agreement is reached through mediation, the mediator shall disclose only this fact and make no report unless otherwise directed by both parties,~~

~~(d) that if it is unreasonable to expect a difference between the parties to be resolved by negotiation or mediation, then either party, on 60 days' notice to the other party, may submit the matter to arbitration,~~

~~(e) that any arbitration shall be conducted in accordance with the *Arbitration Act* of Alberta. The arbitration shall be final and binding on the parties,~~

~~(f) that all costs associated with mediation and arbitration, including reasonable travel and accommodation costs for the parties involved, shall be split evenly between the parties unless determined otherwise by the Arbitrator, and~~

~~(g) that arbitration shall take place in a location mutually acceptable to both parties or, failing that, at a location designated by the Arbitrator.~~

~~FEES~~

~~13. From and after January 1, 2014, the membership fee payable annually by each Local Society shall be equal to one percent (1%) of such Local Society's annual operating budget for the relevant accounting year, provided however that such amount shall not, in any event, exceed a maximum annual membership fee of ten thousand ($10,000) dollars, and on January 1, 2015 and on the first day of each calendar year thereafter, such maximum annual membership fee shall be adjusted in accordance with the Consumer Price Index (Edmonton, Alberta).~~

~~TERMINATION~~

~~14. (a) In the event that a Local Society wishes to terminate its involvement in this Agreement, the parties agree to deal with the matter as a dispute and follow the resolution mechanism in Section 12.~~

~~(b) In the event that the resolution mechanism fails to resolve such dispute and a Local Society terminates its involvement in this Agreement, the Local Society agrees to forthwith change its name and cease to use "John Howard" in its name and its operations.~~

~~(c) In the event that any Local Society terminates its involvement in this Agreement, clauses 5 and 14(b) of this Agreement shall survive such termination and continue to be binding upon the parties hereto and such Local Society.~~

~~COMPLETE AGREEMENT~~

~~15. All Societies acknowledge that, except as otherwise described in these Terms of Association, there are no other agreements, collateral agreements, warranties or representations made by or with any other party or parties with respect to the subject matter contemplated herein and that these Terms of Association supercede and replace any other agreements, collateral agreements, warrantees or representations previously made between any of the parties with respect to the subject matter contemplated herein.~~

~~SEVERABILITY~~

~~16. The invalidity or unenforceability of any provision of these Terms of Association shall not affect the validity or enforceability of any other provision.~~

~~ASSIGNABILITY~~

~~17. These Terms of Association shall ensure to the benefit and be binding upon the parties and their legal representatives, successors and assigns. These Terms of Association shall not be assignable without the expressed written consent of the Societies.~~

~~TIME IS OF THE ESSENCE~~

~~18. Time is of the essence.~~

~~NOTICE~~

~~19. Any notice or communication desired or required according to the terms of the Agreement shall be in writing and shall be deemed to have been served when delivered to the office of the party to whom notice is directed or four (4) business days after same shall have been mailed by pre-paid, first-class post in the Province of Alberta to the address of the addressee as follows:~~

~~The John Howard Society of Alberta~~	~~The Calgary John Howard Society~~
~~2nd Floor, 10523 – 100 Avenue~~	~~917 – 9 Avenue SE~~
~~Edmonton Alberta T5J 0A8~~	~~Calgary AB T2G 0S5~~

~~Edmonton John Howard Society~~
~~401, 10010 – 105 Street~~
~~Edmonton AB T5J 1C4~~

~~The John Howard Society of Grande Prairie~~
~~#200, 10135 – 101 Ave~~
~~Grande Prairie AB T8V 0Y4~~

~~Lethbridge John Howard Society~~
~~#07, 909 - 3 Avenue~~
~~Lethbridge AB TiJ 4K3~~

~~The John Howard Society of Red Deer~~
~~4916 - 50 Street~~
~~Red Deer AB T4N 1X7~~

~~Medicine Hat John Howard Society~~
~~#208, 535 - 3 Street SE~~
~~Medicine Hat AB TiA 0H2~~

~~The John Howard Society of Cold Lake~~
~~5513 — 48 Avenue,~~
~~Cold Lake, AB T9m iAi~~

~~provided that any party may change its address for service by notice served as aforesaid and provided further, however, that at no time shall the address of the Provincial Society be outside the Province of Alberta nor that of the Local Society outside its Judicial District.~~

~~AMENDMENTS~~

~~20. Future amendments to this Agreement may take place with the unanimous approval of the signing parties to this Agreement. Each Society executing a proposed amendment must have first passed a written resolution authorizing its execution of such amendment.~~

~~REVIEW OF TERMS OF ASSOCIATION~~

~~21. The Terms of Association shall be reviewed every five years on or prior to the date~~
~~that is five (5) years after the most recent review.~~

~~COUNTERPART EXECUTION~~

~~22. This Agreement may be executed in separate counterparts and delivered by facsimile and each counterpart when so executed and delivered will be deemed to be an original, all of which when taken together will constitute one and the same instrument. Production of an originally-executed or facsimile copy of each counterpart execution page will be sufficient to prove the execution and delivery of this Agreement. Any party hereto delivering this Agreement by facsimile~~

~~undertakes to deliver, within a reasonable time, an executed original.~~

~~The undersigned hereby agree to be bound by the terms of this Agreement:~~

~~THE JOHN HOWARD SOCIETY OF ALBERTA~~

~~Per: ________________________________ and Per: ________________________________~~

~~Name: Name:~~

~~Date: ________________________________ Date: ________________________________~~

~~THE CALGARY JOHN HOWARD SOCIETY~~

~~Per: ________________________________ and Per: ________________________________~~

~~Name: Name:~~

~~Date: ________________________________ Date: ________________________________~~

~~EDMONTON JOHN H I WARP~~

~~Per:~~ [signature] ~~and Per:~~ [signature]

~~Name:~~ KEVIN HOOD ~~Name:~~ ~~ae~~ ~~icgs 067~~

~~Date:~~ ~~11-27i~~ ~~Date:~~ ~~ZQ~~ 11-22

~~THE JOHN HOWARD SOCIETY OF GRANDE PRAIRIE~~

~~Per: ________________________________ and Per: ________________________________~~

~~Name: ________________________________ Name:~~

~~Date: ________________________________ Date: ________________________________~~

~~LETHBRIDGE JOHN HOWARD SOCIETY~~

~~Per: ________________________________ and Per: ________________________________~~

~~Name: ________________________________ Name:~~

~~Date: ________________________________ Date: ________________________________~~

~~MEDICINE HAT JOHN HOWARD SOCIETY~~

~~Per: ________________________________ and Per: ________________________________~~

~~Name: ________________________________ Name:~~

~~Date: ________________________________ Date: ________________________________~~

~~THE JOHN HOWARD SOCIETY OF RED DEER~~

~~Per: ________________________________ and Per: ________________________________~~

~~Name: ________________________________ Name:~~

~~Date: ________________________________ Date: ________________________________~~

~~THE JOHN HOWARD SOCIETY OF COLD LAKE~~

~~Per: ________________________________ and Per: ________________________________~~

~~Name: ________________________________ Name:~~

~~Date: ________________________________ Date: ________________________________~~

~~APPENDIX C~~

~~Edmonton John Howard Society~~

~~September 2020~~

~~Annual Board Planning, Monitoring and Reporting Cycle~~

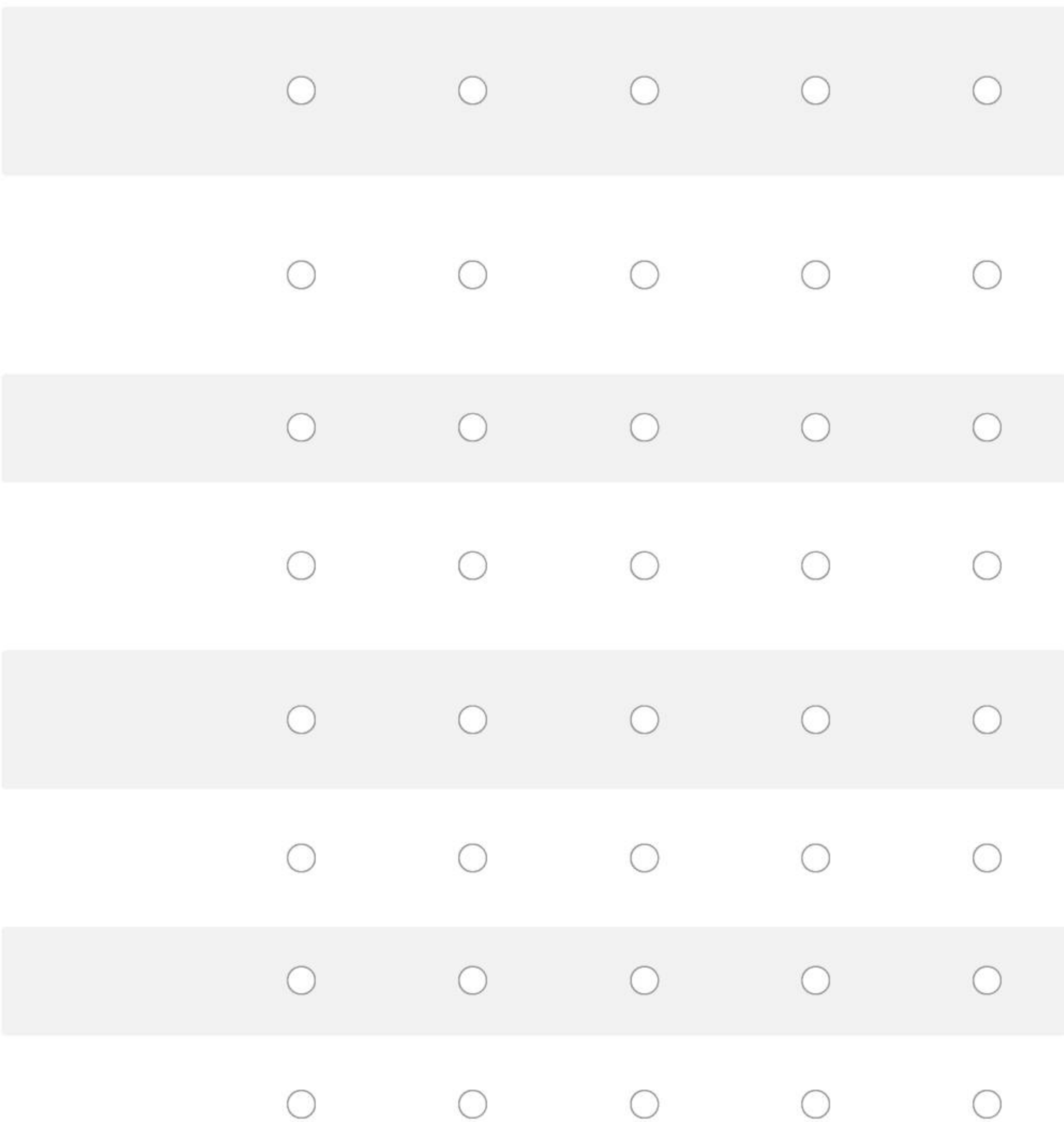
~~Month~~	~~Action Required~~	~~Who~~	~~How Often~~
~~September~~	- ~~Review of Financial Condition~~ - ~~Confirm Annual Board Cycle~~ - ~~Confirm Annual Priorities~~ - ~~Review Business Plan Targets~~ - ~~Board Appoints Audit Committee and Chair~~	~~Treasurer~~ ~~Board~~ ~~Board~~ ~~Board~~ ~~Board~~	~~Bi-monthly~~ ~~Annually~~ ~~Annually~~ ~~Annually~~ ~~Annually~~
~~November~~	- ~~Review of Financial Condition~~ - ~~Ineligible Individual and Governance Sign off~~ - ~~CEO Review and Compensation Evaluation~~ - ~~CEO 360 Evaluation~~ - ~~Audit Committee Reviews Terms of Reference and Sets Goals for the Year~~ - ~~Asset Protection – provide proof and documentation regarding all insurance coverage~~	~~Treasurer~~ ~~RDE Committee~~ ~~PCR Committee~~ ~~PCR Committee~~ ~~Audit Committee~~ ~~CEO~~	~~Bi-monthly~~ ~~Annually~~ ~~Annually~~ ~~Every 3 Years~~ ~~Annually~~ ~~Annually~~
~~January~~	- ~~Review of Financial Condition~~ - ~~Review of HR Policy~~ - ~~Board Recruitment~~ - ~~Bylaw Review~~ - ~~JHSA Nominations~~ - ~~Review and approve CEO Succession Plan~~	~~Board~~ ~~RDE Committee~~ ~~Board~~ ~~RDE Committee~~ ~~Board~~ ~~Board~~	~~Annually~~ ~~Annually~~ ~~Annually~~ ~~Annually~~ ~~Annually~~ ~~Annually.~~
~~March~~	- ~~Review of Financial Condition~~ - ~~Operational Budget/Review and Approval~~	~~Treasurer~~ ~~Board~~	~~Bi-monthly~~ ~~Annually~~
~~May~~	- ~~Board Self Evaluation~~ - ~~Review of Financial Condition~~ - ~~Review and Approval of Audited Financial Statements~~	~~RDE Committee~~ ~~Treasurer~~ ~~Audit Committee/Board~~	~~Annually~~ ~~Bi-monthly~~ ~~Annually~~
~~June~~	- ~~Annual General Meeting~~	~~Board~~	~~Annually~~

~~PART 1: SECTION A: HOW WELL HAS THE BOARD DONE ITS JOB?~~

~~Instructions: Check the box that best reflects your opinion. The rating scale for each statement is: Strongly Disagree; Disagree; Neither Disagree Nor Agree; Agree; Strongly Agree~~

	~~Strongly Disagree~~	~~Disagree~~	~~Neither Disagree Nor Agree~~	~~Agree~~	~~Strongly Agree~~
~~Our organization has a clearly articulated 50 year Business Plan.~~					
~~Our organization has a set of clear long range goals and priorities.~~					
~~The Board's meeting agenda clearly reflects our strategic plan or priorities.~~					
~~The Board has insured that the organization has fiscal targets.~~					
~~The Board received regular reports on finances/budgets, program/service performance and other important matters.~~					
~~The Board regularly monitors and evaluates progress towards the Business~~					

~~Comments:~~



~~2~~

~~PART 1: SECTION B: HOW WELL HAS THE BOARD CONDUCTED ITSELF?~~

~~Instructions: Check the box that best reflects your opinion. The rating scale for each statement is: Strongly Disagree; Disagree; Neither Disagree Nor Agree; Agree; Strongly Agree~~

	~~Strongly Disagree~~	~~Disagree~~	~~Neither Disagree or Agree~~	~~Agree~~	~~Strongly Agree~~
~~Board members are aware of what is expected of them as laid out in our Governance Policies.~~					
~~The agenda of Board meetings is well planned so that we are able to get through all necessary Board~~					
~~Board members come to meetings~~					
~~Board members receive written reports to the Board in advance of our meetings.~~					
~~All Board members participate in important~~					
~~Board members are encouraged to appreciate different points of view.~~					
~~Board members support the decisions made by~~					
~~The Board has taken responsibility for recruiting new Board members.~~					

	~~Strongly Disagree~~	~~Disagree~~	~~Neither Disagree or Agree~~	~~Agree~~	~~Strongly Agree~~
~~The Board has planned and led the orientation process for new Board members.~~					
~~The Board has a plan for Board education and further Board development.~~					

~~Comments:~~

~~PART 1: SECTION C: BOARD'S RELATIONSHIP WITH THE EXECUTIVE DIRECTOR~~

~~Instructions: Check the box that best reflects your opinion. The rating scale for each statement is: Strongly Disagree; Disagree; Neither Disagree Nor Agree; Agree; Strongly Agree~~

	~~Strongly Disagree~~	~~Disagree~~	~~Neither Disagree or Agree~~	~~Agree~~	~~Strongly Agree~~
~~There is a clear understanding of where the Board's role ends and the Chief Executive Officer's begins.~~					
~~There is good two-way communication between the Board~~					
~~The Board trusts the judgment of the Chief Executive~~					
~~The Board has developed formal criteria and a process for evaluating the Chief Executive Officer.~~					

	~~Strongly Disagree~~	~~Disagree~~	~~Neither Disagree or Agree~~	~~Agree~~	~~Strongly Agree~~
~~The Board, or a committee of the Board, has formally evaluated the Chief Executive Officer in the last 24 months.~~					
~~The Board evaluates the Chief Executive Officer primarily on the accomplishment of the organization's strategic goals and priorities and adherence to policy~~					

~~Comments:~~

~~PART 2: PERFORMANCE OF INDIVIDUAL BOARD MEMBERS~~

~~Instructions: Check the box that best reflects your opinion. The rating scale for each statement is: Strongly Disagree; Disagree; Neither Disagree Nor Agree; Agree; Strongly Agree~~

	~~Strongly Disagree~~	~~Disagree~~	~~Neither Disagree Nor Agree~~	~~Agree~~	~~Strongly Agree~~
~~I am aware of what is expected of me as a Board member as detailed in our Governance Policies.~~					
~~I have a good record of meeting attendance.~~					
~~I read the minutes, reports and other materials in advance of our Board meetings.~~					

	~~Strongly Disagree~~	~~Disagree~~	~~Neither Disagree Nor Agree~~	~~Agree~~	~~Strongly Agree~~
~~I am familiar with what is in the organization's bylaws and governing policies.~~					
~~I frequently encourage other Board members to express their opinions at Board~~					
~~I am encouraged by other Board members to express my opinions at Board meetings.~~					
~~I'm a good listener at Board meetings~~					
~~I follow through on things I have said I would do.~~					
~~I maintain the confidentiality of all Board~~					
~~When I have a different opinion than the majority, I raise it.~~					
~~I support Board decisions once they are made even if I don't agree with them~~					
~~I promote the work of our organization in the community whenever I have a chance to do so.~~					
~~I stay informed about issues relevant to our mission and bring information whenever I had a chance to do so.~~					

~~Comments:~~

~~What Board Education topics would you like to have presented at the board retreat and board meetings for the upcoming year?~~

~~APPENDIX E~~

~~CEO Performance and Compensation Review Policy~~

~~September 2020~~

~~Performance and Compensation Review Sub-Committee~~

~~The Board of Directors for Edmonton John Howard Society delegates to the Performance and Compensation Review (PCR) Sub-Committee general oversight of the Chief Executive Officer. The PCR Sub-Committee will conduct a Performance and Compensation review by the end of June every year.~~

~~A Performance and Compensation Review ("PCR") Sub-Committee shall be formed annually.~~

~~The PCR sub-committee shall be made up of the Board Chair, a Sub-Committee member from the previous year, and a Board member at large.~~

~~Every third evaluation (every 3 years) the PCR Sub-Committee shall do a 360 degree evaluation including funders, board and staff. In the case of a new CEO, a 360 degree evaluation will be done after the second year of the individual's tenure. However, the Board has the ability to call for an early review if there are any concerns regarding the CEO. The timing for undertaking the 360 degree review shall be identified in the annual Board Planning Calendar.~~

~~Performance Review~~

~~The Chief Executive Officer sets specific goals that are aligned with the goals of the agency Business Plan. The Chief Executive Officer will provide a status report on the progress of those goals at the time of the review.~~

~~To assist the PCR Sub-Committee in its work, the Chief Executive Officer will provide it, as needed, with the following:~~

- ~~CEO's employment letter~~
- ~~complete information about the CEO's current compensation package~~
- ~~current compensation surveys (Boland Report, other sources) for similar executive level positions in the nonprofit sector~~
- ~~copy of the previous CEO performance review survey summary results~~
- ~~Copy of the most recent CEO 360 degree review~~
- ~~Copy of previous year's Sub-Committee's CEO performance review letter.~~

~~The salary of the Chief Executive Officer should be assessed in view of comparable salaries as set out in the Boland Report and/or in consideration of other sources deemed reliable by the PCR Sub-Committee. The PCR Sub-Committee shall consult with the Treasurer and Vice President Finance prior to awarding any salary increases to the Chief Executive Officer.~~

~~Compensation must be within the agency's annual operational budget and be sustainable in the long-term.~~

~~Bonuses may be recommended by the PCR Sub-Committee at any time during the review period.~~

~~Cost of Living Increases~~

~~The cost of living adjustment shall be determined with reference to the Royal Bank of Canada's Cost of Living Adjustment for the Edmonton Region.~~

~~The Chief Executive Officer will trigger a cost of living increase adjustment to salary yearly, by request made in writing to the Chair of the Board by August 1st. The Chair shall consult with the Treasurer and Vice President Finance to determine if the funds are available.~~

~~Reporting to the Board~~

~~The PCR Sub-Committee documents the discussion of the goal review, including any recommendations, in memo format. It is addressed to the Chief Executive Officer and copied to Sub-Committee members and the Human Resources/Finance department to be kept in a confidential file.~~

~~The PCR Sub-Committee shall provide a verbal report to the Board at the first Board meeting following the review. This report will consist of:~~

- ~~Highlights from the Board CEO Performance Review Survey;~~
- ~~Results of the 360 degree evaluation (when scheduled)~~
- ~~Comparison salary data of CEO level positions in the non-profit sector~~
- ~~Sub-Committee recommendations and motions for CEO salary, professional development and other related matters.~~

~~This information will be presented during an in-camera discussion~~

Document comparison by Workshare Compare on November 28, 2022 7:41:09 PM

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