

A By-law relating generally to the conduct  
of the affairs of

**MUSLIM COUNCIL OF CALGARY FOUNDATION**  
(the "**Foundation**")

**BE IT ENACTED** as a by-law of the Foundation as follows:

**1. Definition**

In this By-law and all other by-laws of the Foundation, unless the context otherwise requires:

- (a) "**Act**" means the *Canada Not-For-Profit Corporations Act* S.C. 2009, c. 23 including the Regulations made pursuant to the Act, and any statute or regulations that may be substituted, as amended from time to time;
- (b) "**Articles**" means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the Foundation;
- (c) "**Board**" means the board of directors of the Foundation;
- (d) "**By-law**" means this By-law and any other by-law of the Foundation as amended and which are, from time to time, in force and effect;
- (e) "**Charitable Status**" means charitable registration under the *Income Tax Act* (Canada);
- (f) "**CIS**" the Calgary Islamic schools, a division of the Foundation maintained and operated, directly or indirectly, for the secondary Alberta and Islamic education of secondary students;
- (g) "**Director**" means a member of the Board;
- (h) "**District**" means the incorporated entity established for each of the geographic areas described in Appendix 1 hereto;
- (i) "**District Exclusive Matters**" shall mean those matters described in Appendix 2;
- (j) "**Election Committee**" means the standing committee appointed in accordance with Section 37;
- (k) "**meeting of Members**" includes an annual meeting of Members or a special meeting of Members;
- (l) "**Member**" means a natural person who qualifies as such under Section 14 of this By-law;
- (m) "**Membership Matter**" means a matter to be addressed by an appeal to the Election Committee as described in Section 39(b)(iv);

- (n) **"Muslim"** means anyone who declares that he believes in the "ONENESS" of Allah (Subhanu wa Ta'ala) and that Muhammad (Peace be upon him) is his last and final Prophet and Messenger and believes in the teachings of the holy Qur'an and the Sunnah;
- (o) **"Muslim Community"** means Muslims residing in the vicinity of Calgary;
- (p) **"Nomination Matter"** means the matter to be addressed by the Election Committee pursuant to Section 39(b)(i);
- (q) **"ordinary resolution"** means a resolution passed by a majority of not less than 50% plus 1 of the votes cast on that resolution;
- (r) **"Principles of Islam"** mean the principles contained in the Qur'an and Sunnah;
- (s) **"proposal"** means a proposal submitted by a member of the Foundation that meets the requirements of section 163 (Member Proposals) of the Act;
- (t) **"Regulations"** means the regulations made under the Act, as amended, restated or in effect from time to time;
- (u) **"special resolution"** means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution;
- (v) **"Sunnah"** means the teachings and traditions of the Prophet Muhammad (PBUH); and
- (w) **"vicinity of Calgary"** means the City of Calgary and municipal districts that may enter into contractual arrangements with the Foundation.

## 2. Interpretation

In the interpretation of this By-law, words in the singular include the plural and vice-versa, words in one gender include all genders, and "person" includes an individual, body corporate, partnership, trust and unincorporated organization.

A reference to a "Section" or "Appendix" shall mean a Section or Appendix of this By-law.

Other than as specified above, words and expressions defined in the Act have the same meanings when used in these By-laws.

The official business of the Foundation shall be conducted in English.

## 3. Corporate Seal

The Foundation may have a corporate seal in the form approved from time to time by the Board. If a corporate seal is approved by the Board, the secretary of the Foundation shall be the custodian of the corporate seal.

## 4. Execution of Documents

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Foundation may be signed by any two (2) of its officers. In addition, the Board may from time to time direct the manner in which and the person or persons by whom a particular document or

type of document shall be executed. Any person authorized to sign any document may affix the corporate seal (if any) to the document. Any signing officer may certify a copy of any instrument, resolution, By-law or other document of the Foundation to be a true copy thereof.

## **5. Financial Year**

The financial year end of the Foundation shall be December 31 in each year.

## **6. Banking Arrangements**

The banking business of the Foundation shall be transacted at such bank, trust company or other firm or corporation carrying on a banking business in Canada as the Board of Directors may designate, appoint or authorize from time to time by resolution. The banking business or any part of it shall be transacted by an officer or officers of the Foundation and/or other persons as the Board may by resolution from time to time designate, direct or authorize.

## **7. Power and Authority**

- (a) The Foundation shall be the representative of the Members in the general Muslim Community in the City of Calgary and beyond, other than with respect to District Exclusive Matters, shall have control over the property of the Foundation, and administer the affairs of the Foundation in all general and collective things. The Foundation may make or cause to be made, for the Foundation, in its name, any kind of contract which the Foundation may lawfully enter into and, except where prohibited by law, including Islamic law, or as hereinafter provided, generally, may exercise all such other powers, and do all such other acts and things as the Foundation is authorized to exercise and do.
- (b) Without limiting the generality of the foregoing, the Foundation shall be responsible for:
  - (i) the supervision, conduct and promotion of religious affairs of interest to Members and Muslim Community, generally;
  - (ii) the establishment of rules and fees for Members, the maintenance of the Membership register and requisite production of Membership lists;
  - (iii) the ownership, policies, management and operation of CIS;
  - (iv) ownership, policies, management and maintenance of community intellectual property rights, including trademarks and tradenames, website and domain names;
  - (v) the ownership, policies, supervision and management of the Calgary Muslim Cemetery;
  - (vi) the approval of annual budget for the Foundation;
  - (vii) the coordination of efforts of general interest in the vicinity of Calgary of different groups and Members to further the Islamic cause;
  - (viii) public and government relations, including the appointment of any person as national, provincial, municipal or regional representatives who shall act as

liaisons between the Foundation and other local, regional, provincial, national or international Muslim communities, general communities or governments;

- (ix) administration of, and outreach to, the Muslim Community in the vicinity of Calgary outside the Districts;
- (x) facilitating funding for different projects required to meet the objectives and mandate of the Foundation;
- (xi) the appointment of an Elections Committee, who shall be charged with the conduct of elections of Directors from each District and the Foundation, and for appeals on membership eligibility, issuance, suspension and revocation;
- (xii) the appointment or confirmation of an Imam or Imams for "at large" Muslim Community work matters under the authority of the Foundation;
- (xiii) introducing and welcoming new Muslims to the vicinity of Calgary; and
- (xiv) calling and arranging meetings of Members;
- (xv) matters of wide interest to Muslim Community; and
- (xvi) shall prepare and provide to the boards or administrators of each District membership lists and related information with respect of Members resident in each respective District; and

may be responsible for matters:

- (i) contractual arrangement with one or more Districts to contractually undertake responsibility on a District for matters of administration, project oversight or assistance, membership dues and membership lists, issuance of charitable receipts and preparation of charitable reporting documents, and other matters that are District Exclusive Matters;
- (ii) contracts or arrangements with Districts or groups outside Districts for support services; and

but will otherwise wholly defer to the respective Districts with respect to District Exclusive Matters;

- (c) The Foundation may accept any contributions in any form from any source provided that the contribution is acceptable according to the Principles of Islam and within the objects of the Foundation, and does not jeopardize the free and independent position of the Foundation or its Charitable Status;
- (d) The Foundation may donate, in any form, to any individual or organization provided that these donations are consistent with the Principles of Islam and consistent with rules applicable to its Charitable Status; and
- (e) Pursuant to Section 197(2) (Fundamental Charge) of the Act, a special resolution of Members and, in addition consent of the board of directors of at least 50% of the

Districts, is required to make any amendment to add, change or delete this section of the By-laws, including District Exclusive Matters.

## **8. General Relationship with Other Organizations**

The Foundation will make all reasonable efforts to cooperate and coordinate the activities, business and affairs of the Foundation with the Districts and their boards and the elected bodies of other Calgary Muslim community bodies, the Muslim community at large and the community at large.

## **9. Addition of New Districts**

A proponent for the addition of a "new" District (a "**New District**") to the Foundation shall provide such information and documents as are stipulated to be submitted by the Board. A proposal by a proponent to be added as a New District shall include in any final submission from that proponent, a statement that, upon and in consideration for inclusion as a "District", the New District will agree to be bound by the Articles, Bylaws, resolutions, agreements and all amendments to the foregoing as then exist, upon admission.

The chairman of the Board and the Board, directly or through a committee so appointed, shall conduct such investigation and consultation on a New District as deemed appropriate in connection with a potential New District. A report shall be submitted to the Board with respect to the proposed New District, together with the recommendations of the chairman thereon and all such information that is considered pertinent.

The consideration of the addition of a New District shall be subject to the approval of a vote of 75% of the Board and, thereafter approval as a special resolution of the Members at a meeting of Members to consider such proposal and the applicable amendments to this By-law for the addition of the New District and its Director representatives. No New District shall be added without the consent of an existing District to the extent such New District encroaches on more than 25% of the geographic territory of an existing District, without the consent of the board of that encroached District.

Pursuant to Section 197(2) of the Act, a special resolution of the Members, and in addition, consent of the board of directors of at least 50% of the Districts, is required to make any amendment to add, change or delete this section of the By-laws.

## **10. Borrowing Powers**

The Directors may, in compliance with Islamic law, without authorization of the Members:

- (a) borrow money on the credit of the Foundation;
- (b) issue, reissue, sell, pledge or hypothecate debt obligations of the Foundation;
- (c) give a guarantee on behalf of the Foundation with respect to a District's permitted borrowing; and
- (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Foundation, owned or subsequently acquired, to secure any debt obligation of the Foundation;

provided that any such matter or connected series of matters shall be required to be non-interest bearing at any given time. In addition, such borrowing shall not exceed \$250,000 for any single purpose (excluding capital replacement items addressed from insurance proceeds) without the approval of the Members by ordinary resolution and not affect real property jointly or co-owned with a District without the requisite approval of that District.

## 11. Real Estate

- (a) The real property owned or leased solely by the Foundation shall:
  - (i) be managed by the Foundation or third parties contracted for same; and
  - (ii) not have incurred any single or related series of capital expenditures thereon in excess of \$250,000 without approval by two thirds (66 2/3%) of the Board or an ordinary resolution of the Members (other than replacement items addressed from insurance proceeds);
- (b) The real property owned or leased in a co-ownership or joint arrangement with one or more Districts shall be:
  - (i) real property used primarily for District Exclusive Matters; and
  - (ii) the subject matter of a contract between the Foundation and the District with respect to matters of maintenance and operation, capital and operating reserves, if any, and any other matter necessary for the maintenance and operation of the lands and facilities thereon;
- (c) any real property to be acquired by the Foundation through ownership or lease (where a lease cost is to be calculated as aggregate rent through a primary term):
  - (i) in the case of ownership or lease solely by the Foundation, in excess of \$500,000, shall require the approval of Members by ordinary resolution; and
  - (ii) in the case of ownership or lease by the Foundation with one or more Districts, in excess of \$250,000, shall require the approval of the participating Districts and the approval of Members by ordinary resolution.
- (d) Pursuant to Section 197(2) of the Act, a special resolution of the Members, and in addition, consent of the board of directors of at least 50% of the Districts, is required to make any amendment to add, change or delete this section of the By-laws.

## 12. Annual Financial Statements

- (a) The Foundation may, instead of sending copies of the annual financial statements and other documents referred to in subsection 172(1) (Annual Financial Statements) of the Act to the Members, publish a notice to its Members stating that the annual financial statements and documents provided in subsection 172(1) are available at the registered office of the Foundation and any Member may, on request, obtain a copy free of charge at the registered office or by prepaid mail.

- (b) The Foundation may appoint one or more auditors to examine the books and prepare a report for approval at the Annual General Body meeting.

### 13. Membership Conditions

Subject to the Articles, there shall be three classes of Members in the Foundation, namely, Regular Members (Voting), Associate Members (Non-Voting) and Honorary Members (Non-Voting). The Board of the Foundation may, by resolution, approve the admission of the Members of the Foundation. Members may also be admitted in such other manner as may be prescribed by the Board by resolution including the delegation of such function to a committee or membership officer appointed by the Board. The following conditions of membership shall apply:

#### (a) Regular (Voting) Members

- (i) Regular (Voting) membership shall be available to persons who have applied, have been accepted for regular membership in the Foundation and who meet the following qualifications:
  - (A) is a Muslim, is at least eighteen (18) years of age, who resides in a District;
  - (B) practices Principles of Islam in daily life; and
  - (C) not be disapproved either by the District within the time prescribed by the Board or any final appeal to the Election Committee.
- (ii) The term of membership of a Regular Member may be annual, multi-year or subject to terms and renewal in accordance with the policies of the Foundation provided that donations to the Foundation in excess of \$200 for which a receipt is given in accordance with applicable law will satisfy membership fees for that year for that donor and spouse unless membership is specifically declined. Membership fee shall be at least \$100 per Regular Member.
- (iii) As set out in the Articles, each Regular Member is entitled to receive notice of, attend and vote at meetings of Members and each such Regular Member shall be entitled to one (1) vote at such meetings.

#### (b) Associate (Non-Voting) Members

- (i) Associate (Non-voting) membership shall be available to persons who have applied, have been accepted for associate membership in the Foundation and who meet the following qualifications:
  - (A) is a Muslim;
  - (B) practices Principles of Islam in daily life; and
  - (C) is at least fourteen (14) years of age provided that an Associate Member, when such person who resides in a District reaches the age of 18 (eighteen) years shall automatically become a Regular Member for the balance of the term of their membership.

- (ii) The term of membership of an Associate Member may be annual or multi-year, subject to terms and renewal in accordance with the policies of the Foundation.
  - (iii) Subject to the Act and the Articles, an Associate Member shall not be entitled to receive notice of or vote at meetings of the Members of the Foundation.
- (c) Honorary (Non-Voting) Members
- (i) A person, whether Muslim or not, may be conferred an honorary membership, on the basis of valuable service to the Foundation, the Muslim Community, or the community at large, and considered to be deserving of such recognition.
  - (ii) Honorary Member recognition may be initiated by motion of a Director or on petition of at least fifty (50) Regular Members, in either case setting out for consideration of the Board the basis for such recognition. An offer to a person to be an Honorary Member must be approved by the Board. On acceptance by the honoree, that person then becomes an Honorary Member.
  - (iii) The term of membership of an Honorary Member is for life and without a requirement of membership dues. An Honorary Member is not entitled to receive notice of or to vote at meetings of Members, but may attend such meetings.
- (d) Pursuant to subsection 197(1) (Fundamental Change) of the Act, a special resolution of the Members, and in addition, consent of the board of directors of at least 50% of the Districts is required to make any amendments to this section of the By-laws if those amendments affect membership rights and/or conditions described in paragraphs 197(1)(e), (h), (l) or (m).

#### **14. Membership Registers**

A membership register of the Foundation shall be kept at the head office or at any other place in Calgary designated by the Board to record Members of the Foundation in registered form, showing with respect to each class of membership (Regular, Associate and Honorary):

- (a) the names, alphabetically arranged, and the latest known address of each person who is a Member;
- (b) the District in which each Member resides, if applicable; and
- (c) the date and particulars of the issuance of membership.

#### **15. Membership Transferability**

A membership may not be transferred. Pursuant to Section 197(1) (Fundamental Change) of the Act, a special resolution of the Members is required to make any amendment to add, change or delete this section of the By-laws.



## **16. Notice of Members Meeting**

Notice of the time and place of a meeting of Members shall be given to each Member entitled to vote at the meeting by the following means:

- (a) by mail, courier or personal delivery to each Member entitled to vote at the meeting, during a period of 21 to 60 days before the day on which the meeting is to be held; or
- (b) by telephonic, electronic or other communication facility to each Member entitled to vote at the meeting, during a period of 21 to 35 days before the day on which the meeting is to be held.

Pursuant to subsection 197(1) (Fundamental Change) of the Act, a special resolution of the Members is required to make any amendment to the By-laws of the Foundation to change the manner of giving notice to Members entitled to vote at a meeting of Members.

## **17. Members Calling a Members' Meeting**

The Board shall call a special meeting of Members in accordance with Section 167 of the Act, on written requisition of Members carrying not less than 25% of the voting rights. If the Board does not call a meeting within thirty (30) days of receiving the requisition, any Member who signed the requisition may call the meeting in accordance with these By-laws.

## **18. Absentee Voting at Members' Meetings**

A Member may not vote by proxy at a meeting of Members.

Pursuant to subsection 197(1) (Fundamental Change) of the Act, a special resolution of the Members is required to make any amendment to the By-laws of the Foundation to change this method of voting by Members not in attendance at a meeting of Members.

## **19. Membership Dues**

Membership dues and the dealing with same as between the Foundation and the Districts, shall be established from time to time by the Foundation Board and the District board with respect to Regular Members residing in each respective District; and failing agreement at least 20 days before the commencement of a calendar year, as determined by the Board of the Foundation. Members shall be notified in writing of the membership dues at any time payable by them or on their behalf and, if any are not paid within one (1) calendar month of the membership renewal date, the Member in default shall automatically cease to be a Member of the Foundation, provided that at least 50% of the membership dues shall be distributed to the District of the Member who pays the dues.

The Board may establish policies for sharing memberships dues with Districts (provided that at least 50% of membership dues shall be distributed to the District of the Member who has paid same), the payment and credit for dues, the criteria for multi-year or lifetime membership, and all other matters which may arise with respect to dues not specifically addressed in these By-laws.

## **20. Termination of Membership**

A membership in the Foundation is terminated when:

- (a) the Member dies, or, in the case of a Member that is a corporation, the Foundation is dissolved;
- (b) a Member fails to maintain any qualifications for membership described in Section 14;
- (c) the Member resigns by delivering a written resignation to the chair of the Board of the Foundation in which case such resignation shall be effective on the date specified in the resignation;
- (d) the Member is expelled in accordance with any discipline of Members provision or is otherwise terminated in accordance with the Articles or By-laws;
- (e) the Member's term of membership expires; or
- (f) the Foundation is liquidated or dissolved under the Act.

## **21. Effect of Termination of Membership**

Subject to the Articles, upon any termination of membership, the rights of the Member, including any rights in the property of the Foundation, automatically cease to exist.

## **22. Discipline of Members**

The Board shall have authority to suspend or expel any Member from the Foundation for any one or more of the following grounds:

- (a) material violation of any provision of the Articles, By-laws, or written policies of the Foundation;
- (b) carrying out any conduct which may be detrimental to the Foundation as determined by the Board acting reasonably; and
- (c) for any other reason that the Board in its sole and absolute discretion considers to be reasonable, having regard to the purpose of the Foundation.

In the event that the Board determines that a Member should be expelled or suspended from membership in the Foundation, the Chair, or such other officer as may be designated by the Board, shall provide twenty (20) days notice of suspension or expulsion to the Member and shall provide reasons for the proposed suspension or expulsion. The Member may make written submissions to the Chair, or such other officer as may be designated by the Board, in response to the notice received within such twenty (20) day period, or appeal of any adverse ruling directly to the Election Committee. In the event that no written submissions are received by the Chair or notice of an appeal to the Election Committee is not received, the Chair, or such other officer as may be designated by the Board, may proceed to notify the Member and the District in which the Member resides, that the Member is suspended or expelled from membership in the Foundation. If written submissions are received in accordance with this section, the Board will consider such submissions in arriving at a final decision and shall notify the Member concerning such decision within a further twenty (20) days from the date of receipt of the submissions. The Board's decision shall be subject to any appeal to the Election Committee.

### **23. Cost of Publishing Proposals for Annual Members' Meetings**

The Member who submitted the proposal shall pay the cost of including the proposal and any statement in the notice of meeting at which the proposal is to be presented unless otherwise provided by ordinary resolution of the Members present at the meeting.

### **24. Place of Members' Meeting**

Subject to compliance with section 159 (Place of Members' Meetings) of the Act, meetings of the Members may be held at any place or places within Calgary, Alberta determined by the Board.

Pursuant to Section 197(2) of the Act, a special resolution of the Members, and in addition, consent of the board of directors of at least 50% of the Districts, is required to make any amendment to add, change or delete this section of the By-laws.

### **25. Persons Entitled to be Present at Members' Meetings**

The only persons entitled to be present at a meeting of Members shall be those entitled to vote at the meeting, the Directors and the legal counsel and auditor of the Foundation and such other persons who are entitled or required under any provision of the Act, Articles or By-laws of the Foundation to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or by ordinary resolution of the Members.

### **26. Chair of Members' Meetings**

In the event that the chair of the Board and the vice-chair of the Board are absent, the Members who are present and entitled to vote at the meeting shall choose one of their number to chair the meeting.

### **27. Quorum at Members' Meetings**

A quorum at any meeting of the Members (unless a greater number of Members are required to be present by the Act) shall be the lesser of seventy five (75) Regular Members or 5% of the number of Regular Members. If a quorum is present at the opening of a meeting of Members, the Members present may proceed with the business of the meeting even if a quorum is not present throughout the meeting. If a quorum is not present at the opening of the meeting of Members, the meeting of Members shall be adjourned to the same time and place the following week, no further business may be conducted, and at the reconvened meeting those Members present shall constitute the quorum.

### **28. Votes to Govern at Members' Meetings**

At any meeting of Members every question shall, unless otherwise provided by the Articles or By-laws or by the Act, be determined by a majority of the votes cast on the questions. In case of an equality of votes either on a show of hands or on a ballot, the resolution on the question shall fail.

### **29. Participation by Electronic Means at Members' Meetings**

If the Foundation chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a meeting of Members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility in the manner provided by the Act. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any

other provision of this By-law, any person participating in a meeting of Members pursuant to this section who is otherwise entitled to vote at that meeting, may not vote.

### **30. Number of Directors**

The Board shall consist of the two (2) Directors elected by Regular Members of each District. If a District fails to elect or appoint the requisite Director(s), the Board, in consultation with the board of the District, may fill the position from amongst Regular Members of that District.

Elections for all Directors shall be conducted annually by the Election Committee, by the last Sunday of May in each year, but if such date is during Ramadan, the election shall be held on the second Sunday following Eid. Nominations for Directors shall be closed two (2) weeks before the date set for election. Elections shall be conducted through secret ballot at a voting station located in the respective Districts and the nominees for director in each District with the greatest number of votes shall be declared elected by the Election Committee.

Pursuant to Section 197(2) of the Act, a special resolution of the Members, and in addition, consent of the board of directors of at least 50% of the Districts, is required to make any amendment to add, change or delete this section of the By-laws.

### **31. Eligibility of Directors**

In order to be eligible for the position of Director, a person must meet the following qualifications:

- (a) must be a Regular Member in the District that Director represents;
- (b) shall be a Regular Member for a minimum of six (6) months prior to the date of his nomination or appointment to fill a vacancy;
- (c) must not have been elected a Director of the Foundation during each of the two preceding elections, except if elected to the initial Board for a term less than one year, such election shall not be counted in such limit;
- (d) that person and/or any member of the person's immediate family must not be an employee of the Foundation, including the CIS, Cemetery or a Foundation committee; and
- (e) be approved by the Election Committee.

### **32. Term of Office of Directors**

At the first election of Directors following the approval of this By-law, one-half (1/2) of the Directors shall be elected for a two-year term and one-half (1/2) of the Directors shall be elected for a one-year term from each District, with the person with the greatest number of votes in a District being elected for a two-year term and the second greatest number of votes for a one-year term. Thereafter, except where an election is held to fill the unexpired portion of a term, newly elected Directors shall be elected for two-year (2) terms.

### **33. Resignation, Removal and Replacement of Directors**

- (a) If any Director fails to meet the qualifications under the Act or this By-law, including in accordance with Section 31 he shall be deemed to have resigned his position as Director;
- (b) a Director who fails to attend three consecutive meetings of the Board without any valid reason acceptable to the Board may be removed by the Board;
- (c) subject to the foregoing, should any office of Director be vacated for any reason whatsoever, the board of directors of the District that elected that Director may appoint a qualified successor in his place, to hold office until the next annual meeting of Members, at which time that position, if not then the subject of an expiring term, shall nevertheless be vacated and subject to election.

### **34. Calling of Meetings of Board of Directors**

Meetings of the Board may be called by the chair of the Board, the vice-chair of the Board or any three (3) Directors at any time; provided that for the first organization meeting following incorporation, such meeting may be called by any Director or incorporator. If the Foundation has only one Director, that Director may call and constitute a meeting.

### **35. Notice of Meeting of Board of Directors**

Notice of the time and place for the holding of a meeting of the Board shall be given in the manner provided in the section on giving notice of meeting of Directors of this By-law to every Director of the Foundation not less than 48 hours before the time when the meeting is to be held. Notice of a meeting shall not be necessary if all of the Directors are present, and none objects to the holding of the meeting, or if those absent have waived notice of or have otherwise signified their consent to the holding of such meeting. Notice of an adjourned meeting is not required if the time and place of the adjourned meeting is announced at the original meeting. Unless the By-law otherwise provides, no notice of meeting need specify the purpose or the business to be transacted at the meeting except that a notice of meeting of Directors shall specify any matter referred to in subsection 138(2) (Limits on Authority) of the Act that is to be dealt with at the meeting.

### **36. Regular Meetings of the Board of Directors**

The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings of the Board shall be sent to each Director forthwith after being passed, but no other notice shall be required for any such regular meeting except if subsection 136(3) (Notice of Meeting) of the Act requires the purpose thereof or the business to be transacted to be specified in the notice.

### **37. Votes to Govern at Meetings of the Board of Directors**

At all meetings of the Board, every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes, the chair of the meeting in addition to an original vote shall not have a second or casting vote.

### **38. Committees of the Board of Directors**

The Board may from time to time appoint any committee or other advisory body, as it deems necessary or appropriate for such purposes and, subject to the Act and Section 37, shall specify powers as the Board shall see fit. Any such committee may formulate its own rules of procedure, subject to such regulations or directions as the Board may from time to time make. Any committee member other than members of the Election Committee may be removed by resolution of the Board.

### **39. Election Committee**

- (a) The Board shall appoint an independent standing Election Committee composed of at least six (6) Regular Members who shall not be Directors as follows:
  - (i) Election Committee Chairman who shall have experience in matters of acting as chair of meetings and the conduct of elections; and
  - (ii) one member from among those nominated from each District who will hold office for two (2) years from the date of their appointment.
- (b) The Election Committee shall be responsible for:
  - (i) the intake of nominations for Directors, screening of nominees to ensure they meet the qualifications of Section 31 and general standards of the Muslim Community, Members, as a whole, and the Election Committee, with respect to expectations for a Director and if it would be in the best interest of the Foundation that the nominee for election stand as a Director as a governor and representative of the Foundation. In completing their evaluation, the Election Committee may consider the following non-exhaustive criteria, as well as such other criteria as may from time to time be determined by the Election Committee:
    - (A) background checks, including criminal reference checks;
    - (B) financial affairs and liabilities;
    - (C) information provided to the Election Committee by any source;
    - (D) public statements made by the potential nominee on social media, in publications, or otherwise;
    - (E) any claim, dispute or litigation in which the potential nominee is involved or in which the potential nominee has previously been involved;
    - (F) any ethical questions or concerns;
    - (G) history of contribution to the community and/or participation in public life;
    - (H) whether the potential nominee has demonstrated a history of commitment to the Muslim Community or the Foundation;
    - (I) whether the potential nominee subscribes to the policies and values of the Foundation; and

- (J) any other consideration which, in the sole and unfettered view of the Election Committee, impacts upon the acceptability of potential a nominee to qualify as a Director as a governor and representative of the Foundation.

The Election Committee shall complete a timely assessment of each potential nominee for Director, and upon a vote of the Election Committee, approve or disapprove of a potential nominee (a "**Nomination Matter**"), and communicate the results without reasons for a decision.

- (ii) for the conduct of the election of Directors in each District, including all rules and procedures with respect thereto with the preference of simultaneous elections in each District, subject to the determination of the Election Committee;
- (iii) the conduct of votes at meetings of the Election Committee and, including all rules and procedures with respect thereto (together with (ii) immediately above, an "**Election Matter**"); and
- (iv) the final appeal of any decision by the Board or officers of the Foundation with respect to matters of eligibility and approval of membership of a Member, suspension or termination of a membership of a Member or membership discipline of a Member, including expulsion, (in each case, a "**Membership Matter**") and the decision in each case, by a majority of those members of the Election Committee voting on such matter shall be final and binding;

all in accordance with applicable laws, the Articles and By-laws of the Foundation.

- (c) The rules and procedures of meetings of the Election Committee shall be, *mutatis mutandis*, the same as those applicable to the Board.

Pursuant to Section 197(2) of the Act, a special resolution of the Members, and in addition, consent of the board of directors of at least 50% of the Districts, is required to make any amendment to add, change or delete this section of the By-laws.

#### **40. Directors Remuneration**

The Directors shall serve without remuneration for their services. No Director shall directly or indirectly receive any profit from his or her position. Directors shall only be reimbursed for traveling and other expenses properly incurred by them in the performance of their duties. Nothing in these By-laws shall preclude any Director from serving the Foundation in any other capacity and receiving reasonable remuneration for his or her services.

#### **41. Indemnity**

Subject to section 151 of the Act, the Foundation shall indemnify a director or officer of the Foundation, a former director or officer of the Foundation or another individual who acts or acted at the Foundation's request as a director or officer, or an individual acting in a similar capacity, of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal, administrative, investigative or other proceeding to which he is made a party by reason of that association with the Foundation or other entity, if:

- (a) he acted honestly and in good faith with a view to the best interests of the Foundation, or, as the case may be, to the best interests of the other entity for which he acted as director or officer or in a similar capacity at the Foundation's request; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

#### 42. Insurance

The Foundation may purchase and maintain insurance for the benefit of any person referred to in Section 42 against any liability incurred by him:

- (a) in his capacity as a director or officer of the Foundation, except where the liability relates to his failure to act honestly and in good faith with a view to the best interests of the Foundation; or
- (b) in his capacity as a director or officer of the another body corporate where he acts or acted in that capacity at the Foundation's request, except where the liability relates to his failure to act honestly and in good faith with a view to the best interests of the body corporate.

#### 43. Appointment of Officers

The Board may designate the offices of the Foundation, appoint officers on an annual or more frequent basis, specify their duties and, subject to the Act, delegate to such officers the power to manage the affairs of the Foundation. A Director may be appointed to any office of the Foundation. Two or more offices may be held by the same person.

#### 44. Description of Offices

Unless otherwise specified by the Board (which may, subject to the Act modify, restrict or supplement such duties and powers), the offices of the Foundation, if designated and if officers are appointed, shall have the following duties and powers associated with their positions:

- (a) **Chair of the Board** – The chair of the Board, if one is to be appointed, shall be a Director. The chair of the Board, if any, shall, when present, preside at all meetings of the board of Directors and of the Members. The Chair shall have such other duties and powers as the Board may specify. The Chair shall represent the Foundation and the Board in all its dealings with other organizations, with the public or with the media, except as otherwise directed by the Board.
- (b) **Vice-Chair of the Board** – The vice-chair of the Board, if one is to be appointed, shall be a Director. If the chair of the Board is absent or is unable or refuses to act, the vice-chair of the Board, if any, shall, when present, preside at all meetings of the Board of Directors and of the Members. The vice-chair shall have such other duties and powers as the Board may specify.
- (c) **General Manager** – If appointed, the General Manager shall be the chief operating officer of the Foundation and shall be responsible for ensuring implementation of the strategic plans and policies of the Foundation. The General Manager, subject to the authority of the Board, shall have general supervision of the affairs of the Foundation.



- (d) **Secretary** – If appointed, the secretary shall attend and be the secretary of all meetings of the Board, Members and committees of the Board. The secretary shall enter or cause to be entered in the Foundation's minute book, minutes of all proceedings at such meetings; the secretary shall give, or cause to be given, as and when instructed, notices to Members, Directors, the public accountant and members of committees; the secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Foundation.
- (e) **Treasurer** – If appointed, the treasurer shall have such powers and duties as the Board may specify.

#### 45. Vacancy in Office

In the absence of a written agreement to the contrary, the Board may remove, whether for cause or without cause, any officer of the Foundation. Unless so removed, an officer shall hold office until the earlier of:

- (a) the officer's successor being appointed,
- (b) the officer's resignation,
- (c) such officer ceasing to be a Director (if a necessary qualification of appointment) or
- (d) such officer's death.

If the office of any officer of the Foundation shall be or become vacant, the Directors may, by resolution, appoint a person to fill such vacancy.

#### 46. Method of Giving Any Notice

Any notice (which term includes any communication or document), other than notice of a meeting of Members or a meeting of the Board of Directors, to be given (which term includes sent, delivered or served) pursuant to the Act, the Articles, the By-laws or otherwise to a member, Director, officer or member of a committee of the Board or to the public accountant shall be sufficiently given:

- (a) if delivered personally to the person to whom it is to be given or if delivered to such person's address as shown in the records of the Foundation or in the case of notice to a Director to the latest address as shown in the last notice that was sent by the Foundation in accordance with section 128 (Notice of Directors) or 134 (Notice of change of Directors);
- (b) if mailed to such person at such person's recorded address by prepaid ordinary or air mail;
- (c) if sent to such person by telephonic, electronic or other communication facility at such person's recorded address for that purpose; or
- (d) if provided in the form of an electronic document in accordance with Part 17 of the Act.

A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice so sent by any means of transmitted or recorded

communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Secretary may change or cause to be changed the recorded address of any member, Director, officer, auditor or member of a committee of the Board in accordance with any information believed by the Secretary to be reliable. The declaration by the Secretary that notice has been given pursuant to this By-law shall be sufficient and conclusive evidence of the giving of such notice. The signature of any Director or officer of the Foundation to any notice or other document to be given by the Foundation may be written, stamped, type-written or printed or partly written, stamped, type-written or printed.

**47. Invalidity of any Provisions of this By-law**

The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law.

**48. Omissions and Errors**

The accidental omission to give any notice to any member, Director, officer, member of a committee of the Board or auditor, or the non-receipt of any notice by any such person where the Foundation has provided notice in accordance with the By-laws or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

**49. Mediation and Arbitration**

Disputes or controversies among Members, Directors, officers, committee members, or volunteers of the Foundation with the Foundation are as much as possible to be resolved in accordance with mediation and/or arbitration as provided in the section on dispute resolution mechanism of this By-law.

**50. Dispute Resolution Mechanism**

In the event that a dispute or controversy, other than a Membership Matter, a Nomination Matter or an Election Matter, among Members, Directors, officers, committee members or volunteers of the Foundation with the Foundation or between one another arising out of or related to the Articles or By-laws, or out of any aspect of governance or the operations of the Foundation is not resolved in private meetings between the parties then without prejudice to or in any other way derogating from the rights of the Members, Directors, officers, committee members, employees or volunteers of the Foundation as set out in the Articles, By-laws or the Act, such dispute or controversy shall be settled by a process of dispute resolution as follows:

- (a) The dispute or controversy shall first be submitted to a mediator whereby the Foundation appoints one neutral, independent mediator. The mediator will then meet with the parties in question in a confidential attempt to mediate a resolution between the parties. All costs of the mediators appointed in accordance with this Section shall be borne by the Foundation unless the mediator otherwise awards.
- (b) If the parties are not successful in resolving the dispute through mediation, then the parties agree that the dispute shall be settled by mandatory arbitration before a single arbitrator, who shall not be the mediator referred to above. The Members, Directors, officers, committee members or volunteers of the Foundation to the dispute agree that all

proceedings relating to arbitration shall be kept confidential and shall be conducted as follows:

- (i) Within ten (10) days after receipt of a written Dispute, the Board shall appoint a suitably qualified independent person who shall hold a designation in arbitration from the ADR Institute of Canada (or a similar accreditation body) as sole arbitrator ("Arbitrator"), and will advise the parties and the Arbitrator accordingly.
  - (ii) If the appointed Arbitrator is unwilling or unable to act in accordance with these Rules, then the Board shall appoint a substitute Arbitrator as soon as reasonably practicable, and will advise the parties and the Arbitrator accordingly.
  - (iii) Once the Arbitrator is appointed, all communications with the Arbitrator should be in writing and should be copied to all other parties.
- (c) The Arbitrator shall:
- (i) adopt procedures suitable for quick, cost-effective and fair determination of the dispute, minimizing formality as far as possible; and
  - (ii) be independent of, and act equitably and impartially as between the parties, giving each party a reasonable opportunity of putting its case and dealing with that of any opposing party.
- (d) The parties shall:
- (i) do all things reasonably necessary for the quick, cost-effective and equitable resolution of the dispute;
  - (ii) comply without delay with any direction or ruling by the Arbitrator.
- (e) Unless otherwise agreed in writing by the parties or otherwise determined by the Arbitrator, the arbitration shall proceed in the following manner:
- (i) The party making the claim (claimant) shall, within seven (7) days of the date on which the Arbitrator is appointed, provide to each other party and to the Arbitrator a document specifying the nature and basis of the claim, and any remedy sought, and enclosing copies of all documents and any witness statements or expert reports relied upon in support of the claim.
  - (ii) Within a further seven (7) days, any other party (respondent) shall serve its response to the claimant's claim, setting out what it says as to the nature and basis of the claim, and any remedy sought, and enclosing copies of all documents and any witness statements or expert reports relied upon by the respondent in response to the claim.
  - (iii) If a counterclaim is served, then, within a further fourteen (14) days, any respondent to the counterclaim shall serve its response to the counterclaim, including what it says as to the nature and basis of the counterclaim, the amount of the counterclaim (and how it has been calculated) and any other remedy

sought in the counterclaim, and enclosing copies of all documents and any witness statements or expert reports relied upon in response to the counterclaim.

- (iv) If the dispute concerns issues which involve expert evidence, then if Arbitrator considers it appropriate, he or she may direct that:
  - (A) expert reports not be served but that, instead, the experts retained by the parties are to be each provided with the material otherwise served, and then jointly meet (by a time fixed by the Arbitrator) and produce a joint report or reports (by a time fixed by the Arbitrator) recording the matters on which they agree, the matters on which they disagree, and identifying the reasons for any such disagreement and their respective contentions in relation to same;
  - (B) the experts retained by the parties attend one or more meetings chaired by the Arbitrator, so as to narrow issues in dispute, which meetings are to be held at a time and are to be conducted and recorded in a manner directed by the Arbitrator.
- (v) The Arbitrator may make such other directions or rulings as he or she considers to be reasonable.
- (vi) The Arbitrator shall determine the matter based on the written material served or produced under this Section unless the Arbitrator determines that an oral hearing is necessary to explain or resolve conflicts in that written material in relation to any one or more of the issues in dispute.
- (vii) If the Arbitrator determines that an oral hearing should be held in relation to any one or more of the issues in dispute, then that oral hearing shall be conducted as soon as practicable at a time and in the manner directed by the Arbitrator, including any reasonable time limits on oral evidence and the provision of written opening addresses and final submissions.
- (viii) Any times fixed under this Section may be varied by agreement of the parties and the Arbitrator. In the absence of such agreement, on proper cause being shown by a party, the Arbitrator may vary the times fixed on such terms as to costs or otherwise as the Arbitrator, in his or her discretion, considers reasonable in the circumstances.
- (f) The law to be applied in the arbitration shall be the law of Province of Alberta.
- (g) As soon as reasonably practicable after receiving all submissions and evidence, the Arbitrator shall make a final and binding award with reasons. The Arbitrator will send a copy of the award to each party.
- (h) Unless otherwise directed, any amount awarded shall be paid to the party entitled to receive it within twenty one (21) days of dispatch of the award to the parties.
- (i) The Arbitrator's fees and expenses shall be paid by the Foundation unless the Arbitrator otherwise directs to be equitable.

- (j) Unless otherwise agreed by the parties or ordered by the Arbitrator, each party shall bear its own costs of the arbitration.
- (k) The Arbitrator may order one party to pay the whole or part of another party's costs where the first party has acted unreasonably and caused the other party unnecessary expense.

#### **51. By-laws and Effective Date**

Subject to the Articles, the Board of Directors may, by resolution, make, amend or repeal any by-laws that regulates the activities or affairs of the Foundation. Any such by-law, amendment or repeal shall be effective from the date of the resolution of Directors until the next meeting of Members where it may be confirmed, rejected or amended by the Members by ordinary resolution.

If the by-law, amendment or repeal is confirmed or confirmed as amended by the Members it remains effective in the form in which it was confirmed. The by-law, amendment or repeal ceases to have effect if it is not submitted to the Members at the next meeting of Members or if it is rejected by the Members at the meeting.

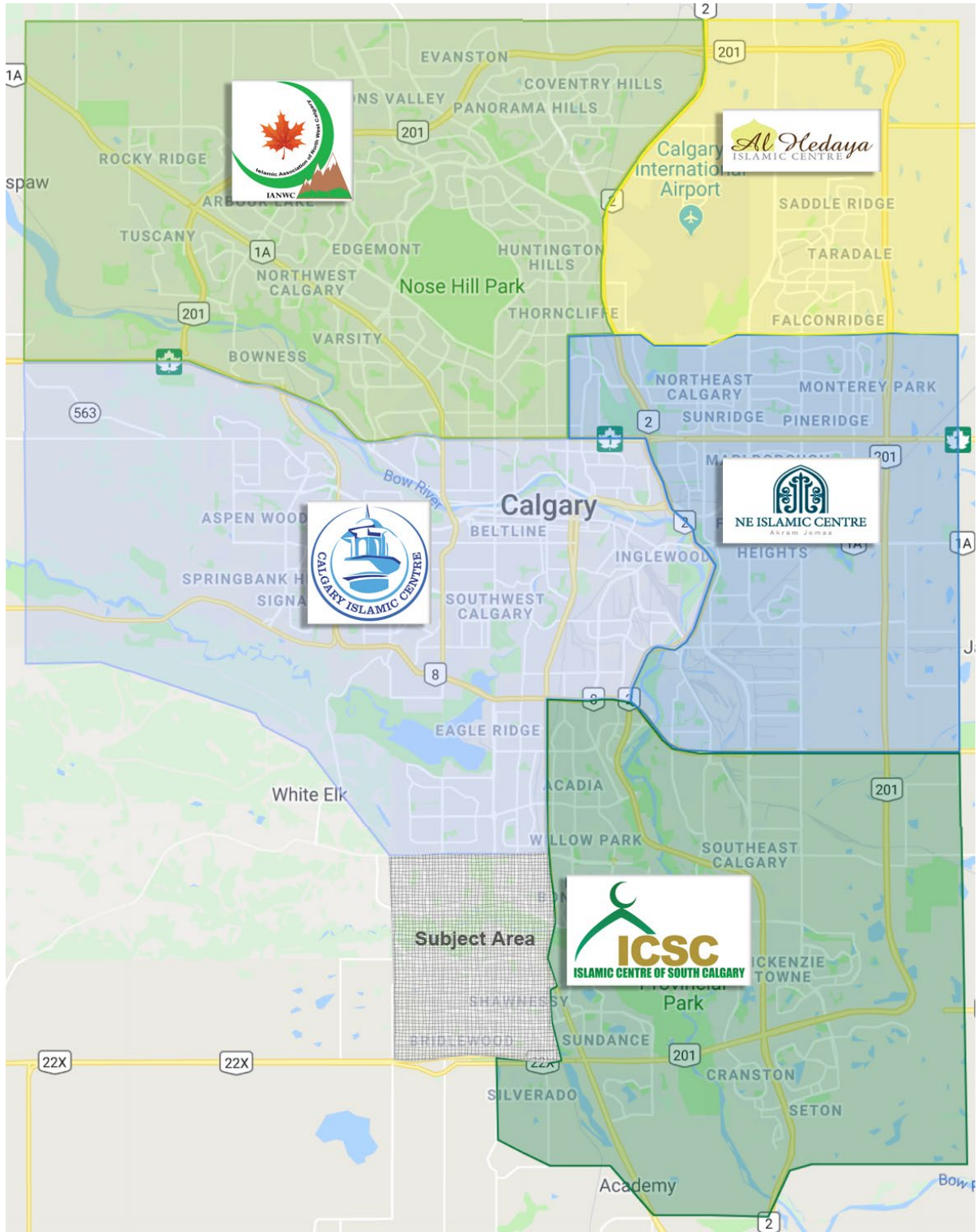
This Section does not apply to a by-law, repeal or amendment that requires a special resolution of the Members as prescribed herein or according to subsection 197(1) (Fundamental Change) of the Act.

## APPENDIX 1

### The Foundation Board Representations

<b>Sector /District</b>	<b>Board Members</b>	<b>Boundaries</b>
Islamic Association of North-West Calgary (IANWC)	2	Open Northward to City Limit and Westward to City Limit, Southern boundary 16 <sup>th</sup> Avenue North; Eastern boundary Center Street (As per city quadrant NW)
East-Central District of North-East Islamic Centre (Akram Jooma Centre)	2	Open Eastward to City Limit, Northern boundary – McKnight Boulevard; Southern boundary Glenmore Trail and Western boundary Deerfoot Trail, <u>and</u> the area South of McKnight, North of 16 <sup>th</sup> Avenue North, East of Centre Street and West of Deerfoot (As per city quadrant NE/SE)
Northeast District of Al-Hedaya Islamic Centre	2	Open Northward to City Limit and Eastward to City Limit, Southern boundary McKnight Trail; Eastern boundary Center Street (as per city quadrant NE)
West-Central District of Calgary Islamic Centre (CIC)	2	Open Westward to City Limit; Northern boundary 16 <sup>th</sup> Avenue North; Southern boundary Anderson and Eastern boundary Center Street-McLeod Trail (As per city quadrant NW/SW)
South District of Islamic Centre of South Calgary (ICSC)	2	Open Westward to City Limit; Open Southward to City Limit; Open Eastward to City Limit and Northern boundary Anderson (As per city quadrant SW/SE)

MCC Foundation and Districts Map



## APPENDIX 2

The following matters shall be within the exclusive authority of each District ("**District Exclusive Matters**"):

- (a) the maintenance and operation of each mosque in the District;
- (b) the maintenance and operation of local community facilities in the District;
- (c) the hiring of employees to support (a) (including one or more Imam) and (b) above;
- (d) Islamic and Quran education for youth in the District other than CIS programs;
- (e) Ramadan Taraweeh and related programs, District Eid prayers and celebrations;
- (f) District seminars, and other information programs; and
- (g) District outreach and charitable initiatives;

and the Foundation shall not be responsible either financially or legally for District Exclusive Matters. Notwithstanding foregoing, the Foundation may enter contractual arrangements with one or more Districts with respect to the Foundation's role in any District Exclusive Matters.