

BY-LAWS/CONSTITUTION:

A TINY SHIFT IN CONNECTING SCHOOLS

1. NAME

The name of the corporation shall be “**A Tiny Shift in Connecting Schools**” or abbreviated as “**ATSICS**” for informal use.

2. CORPORATE SEAL

A Tiny Shift in Connecting Schools shall have a corporate seal, which shall be in such form as prescribed by the directors of “**A Tiny Shift in Connecting Schools**” and shall have the full name of “**A Tiny Shift in Connecting Schools**” in English.

3. HEAD OFFICE

The head office of “**A Tiny Shift in Connecting Schools**” shall be located in the Province of Ontario, Canada.

4. OBJECTS

The Objects of “**A Tiny Shift in Connecting Schools**” are set out in its Letters Patent and any Supplementary Letters Patent.

The mission of “**A Tiny Shift in Connecting Schools**” shall be as determined by the directors of “**A Tiny Shift in Connecting Schools**” from time to time and shall be consistent with the said Objects.

5. MEMBERSHIP

5.1 Membership in “**A Tiny Shift in Connecting Schools**” is open to anyone but to serve as a board of director or committee member, such membership shall be limited to persons interested in furthering the objects and mission of “**A Tiny Shift in Connecting Schools**” and shall consist of anyone whose admission as a member meets the requirements for her or his class of membership as determined by the board of directors of “**A Tiny Shift in Connecting Schools**”

5.2 There shall be four categories of members as follows:

- i) Full
- ii) Associate
- iii) Partnership
- iv) Public

5.2.1 Full members are those persons who have successfully completed an interview process, regularly attend meetings, and have signed a membership card thus agreeing to the mission, goals and values of “**A Tiny Shift in Connecting Schools**”. Full members may vote and hold office.

Full membership will be revoked if a member does not comply with membership conditions unless extenuating circumstances apply which need to be approved in writing by the board of directors..

5.2.2) Associate members shall be limited to persons interested in furthering the objects and mission, goals and values of “**A Tiny Shift in Connecting Schools**” to perform specific tasks

determined by directors. They may not vote nor hold office.

5.2.3) Partnership members are organizations that “**A Tiny Shift in Connecting Schools**” has a written contract with to assist in the delivery of our mission, goals and values. Members of partner organizations do not vote nor hold office in “**A Tiny Shift in Connecting Schools**” unless they become full “**A Tiny Shift in Connecting Schools**” members.

5.2.4) Public members are any persons interested in following or assisting in our activities without any formal connection to “**A Tiny Shift in Connecting Schools**” . They may not vote nor hold office.

5.3 Any member may withdraw from “**A Tiny Shift in Connecting Schools**” by delivering to “**A Tiny Shift in Connecting Schools**” a written resignation to the Secretary.

5.4 Any member may be required to resign by a vote of two-thirds (2/3) of the votes cast by the board of directors, provided that any such member shall be granted an opportunity to be heard by the board of directors beforehand.

6. GENERAL MEETINGS OF “**A Tiny Shift in Connecting Schools**”

6.1 Timing of Annual Meeting – There shall be an annual meeting of “**A Tiny Shift in Connecting Schools**” in each fiscal year within Canada.

6.2 Business – The business at every annual meeting, in addition to any other business that may be transacted, shall include the report of the officers/directors, receipt of the financial statements, the election of directors, presentation of the report of the auditor, if applicable and appointment of auditor(s) for the ensuing year, if applicable.

6.3 Quorum – A quorum for the conduct of business at every annual or any other general meeting of “**A Tiny Shift in Connecting Schools**” shall consist of a simple majority of full members either present in person or represented by proxy. Each Voting Representative who is a full member may, by means of a written proxy, appoint a proxy holder to attend and act at a specific meeting of “**A Tiny Shift in Connecting Schools**”, in the manner and to the extent authorized by the proxy. The written proxy must be delivered to the Secretary at least 24 hours prior to the commencement of any annual or other meeting of “**A Tiny Shift in Connecting Schools**”. A proxy holder shall be a full member of “**A Tiny Shift in Connecting Schools**”

6.4 Notice of Meeting – Thirty (30) days’ written notice of any meeting of “**A Tiny Shift in Connecting Schools**” shall be given to each member entitled to vote at such a meeting. Notice of such meeting where special business will be transacted shall contain sufficient information to permit the members to form a reasoned judgement on the decision to be taken.

6.5 Voting – Each member of the Board of Directors, excluding the chairperson, shall have one vote at every annual or other general meeting of “**A Tiny Shift in Connecting Schools**”. At

all such meetings, every question shall be determined by a simple majority of votes unless specifically provided by statute or by these by-laws. In the event of a tie vote, the chairperson may cast the deciding ballot.

6.6 Calling of Meeting – The board of directors shall have the power to call, at any time, a general meeting of “**A Tiny Shift in Connecting Schools**”

6.7 Means of Attendance – At the discretion of the Board of Directors of “**A Tiny Shift in Connecting Schools**”, annual general meetings or special general meeting may be held by means of telecommunications, wholly or in part, to permit all persons to participate fully, including casting a vote, when meeting physically in the same location is not possible.

7. BOARD OF DIRECTORS

7.1 General – The affairs of “**A Tiny Shift in Connecting Schools**” shall be governed by a board of directors. The first board of directors is elected by the founding officers. Thereafter, the board of directors shall be elected at an annual general meeting of the members except the Treasurer and Secretary which may be appointed by the elected members of the Board or otherwise provided in these by-laws. There must be a minimum of three elected members of the Board and no more than five.

7.2 Composition – The board of directors shall consist of a minimum of three persons to fill the following positions:

- a) Chair (President);
- b) Secretary;
- c) Treasurer;

and may include an additional two board members for a maximum of five to fill the additional positions:

- d) Vice Chair (Vice President);
- e) One additional directors “at large” as determined by the board of directors.

The past president (chair) if not re-elected or re-appointed to the board in another capacity shall continue in an advisory role without voting privileges on the board.

7.3 Term of Office – Directors

7.3.1 General – The term of each member of the board of directors shall be 3 years.

7.3.2 Consecutive Terms – No director may serve more than two consecutive terms in the same capacity.

7.4 Meetings

7.4.1 Calling of Meetings – Meetings of the board of directors may be called by the Chair or by a majority of the directors at any time upon fourteen (14) days’ written notice.

7.4.2 Number – In each calendar year, there shall be a minimum of three (3) meetings of the board of directors

7.4.3 Quorum – A quorum shall be a simple majority of those eligible to vote at the board of directors’ meetings.

7.4.4 Voting Rights - Each director excluding the past president is authorized to exercise one vote.

7.4.5 Means of Attendance – At the discretion of the person calling the Board of Director's meeting of “**A Tiny Shift in Connecting Schools**”, it may be held by means of telecommunications, wholly or in part, to permit all directors to participate fully, including casting a vote, when meeting physically in the same location is not possible.

7.5 Powers of Directors - Without limiting the generality of powers of the board of directors set out herein, the board of directors shall have the power and responsibility to:

7.5.1 regulate the use of the name and seal of “**A Tiny Shift in Connecting Schools**” ;

7.5.2 limit the expenditures of “**A Tiny Shift in Connecting Schools**” ;

7.5.3 make regulations for financial and organizational reporting;

7.5.4 take such steps as they may deem requisite to enable “**A Tiny Shift in Connecting Schools**” to acquire, accept, solicit or receive legacies, gifts, grants, settlements, bequests, endowments and donations of any kind whatsoever for the purpose of furthering the Objects of “**A Tiny Shift in Connecting Schools**” ; and

7.5.5 establish and review periodically, and amend as necessary, a board policy manual.

7. 6 Removal of Directors – Directors shall be subject to removal by a vote of members at a general meeting, be it an annual general meeting or a special general meeting..

7.7 Duties of Directors

7.7.1. Chair (President) – The Chair (President) shall take responsibility for the agenda and preside as chairperson over meetings of the board of directors and at all annual and other general meetings of “**A Tiny Shift in Connecting Schools**” .

7.7.2 Vice Chair (Vice President) - The Vice Chair (Vice President) shall assist the Chair in discharging any of the chair’s duties and assume the Chair’s role in the case where the chair must step down unexpectedly.

7.7.3 Secretary – The Secretary shall:

7.7.3.i ensure that true and correct Minutes of the proceedings of “**A Tiny Shift in Connecting Schools**” and the board of directors and of every committee established by the board of directors are kept.

7.7.3.ii keep and maintain various documentation and records of “**A Tiny Shift in Connecting Schools**” ;

7.7.3.iii cause to be kept and filed all documents and reports pertaining to “**A Tiny Shift in Connecting Schools**” ’s affairs and have general responsibility to ensure that “**A Tiny Shift in Connecting Schools**” ’s documents and records are maintained in good order.

7.7.3.iv ensure that notices of meeting are prepared and delivered in a timely fashion; and

7.7.3.v maintain custody of the corporate seal.

7.7.3.vi the Secretary may be appointed by a majority vote of the Board.

7.7.4 Treasurer – The Treasurer shall:
function as the financial officer for “**A Tiny Shift in Connecting Schools**” and shall:

7.7.4.i oversee the financial affairs of “**A Tiny Shift in Connecting Schools**” ; and

7.7.4.ii ensure the proper completion of filing annual tax form with Canada Revenue and an annual audit.

7.7.4.iii the Treasurer may be appointed by a majority vote of the Board.

8 COMMITTEES

8.1 Steering Committee – “**A Tiny Shift in Connecting Schools**” will establish a steering committee open to all full members that meets at least 6 times a year to guide the general direction of all our activity by:

8.1.1 All “**A Tiny Shift in Connecting Schools**” policies must be approved by a simple majority vote of the members of the steering committee.

8.1.2 The Board of Directors will be responsible to report all its intervening activities to the steering committee at each of its meeting

8.2 Other Committees – The board of directors shall have the right to appoint additional standing or ad hoc committees to be approved at the next steering committee meeting. Ad hoc committees will expire at each annual meeting or at such other times as determined by the steering committee.

8.3 Committee Membership – Every member of “**A Tiny Shift**” shall be eligible for appointment to any committee at the discretion of the board of directors for such term and purpose as the board of directors shall designate. The committee chairperson shall be authorized by the Chair to appoint members to the committee. Committee members must be full members or with approval from the Board of Directors, an associate member to perform a specific task.

8.4 Removal of Committee Members – Any member of any committee shall be subject to removal from that committee by resolution of the board of directors at any time.

9. ELIGIBILITY AND ELECTIONS

9.1 Eligibility- The eligibility for Membership on Board of Directors requires that:

9.1.1 Every director shall be at least eighteen (18) years of age with power under law to contract, and within ten days after her or his election to the board shall be or become a full member of “**A Tiny Shift in Connecting Schools**”

9.1.2 No member shall be eligible for election to the office of Chair unless such member has been a member of the board of directors for at least one year.

9.1.3 Each director shall consent to act in the position for which she or he is being nominated and be cognisant of the duties and time commitment of such position.

9.2 Elections – The elections for Membership on Board of Directors requires that:

9.2.1 All nominees for election as directors at an annual general meeting of “**A Tiny Shift in Connecting Schools**” shall be entitled to speak thereat in support of her or his nomination.

9.2.2 The board of directors, or failing it, the chair, shall determine the rules for the conduct of the election proceedings consistent with the provisions of these by-laws.

9.2.3 Elections shall be conducted by ballot, unless the number of nominees is equal to the number to be elected.

10 VACANCIES

The position of director shall be automatically vacated:

10.1 If the director shall resign such office by delivering a written resignation to the Secretary of “**A Tiny Shift in Connecting Schools**”.

10.2 If at a special general meeting of “**A Tiny Shift in Connecting Schools**” a resolution is passed by two thirds (2/3) of the votes cast at the meeting that the director be removed from office;

10.3 On death; or

10.4 If a director be absent from more than three consecutive meetings of the board unless written permission has been granted by the remaining Board of Directors

10.5 Provided that if any vacancy shall occur for any reason contained in this paragraph, and if a quorum of directors remains in office, the board of directors by majority vote, may by appointment, fill the vacancy with a qualified person.

11. AUDIT

“**A Tiny Shift in Connecting Schools**” ’s books of account shall be audited annually forthwith after the end of each fiscal year of “**A Tiny Shift in Connecting Schools**” . “**A Tiny Shift in Connecting Schools**” ’s fiscal year shall be from the 4th day of March to the 3rd day of March the following year. The audit shall be conducted by a chartered accountant or a firm of chartered

accountants to be appointed annually by the members at the annual meeting or other qualified person unless otherwise agreed to by the Board of directors and is not required by government. The audited statement or the agreement that an audit is not required shall be made available to the Board of Directors at least two weeks before the annual general meeting.

12. COMPENSATION

The directors and officers shall serve as such without remuneration; and no director or officer shall directly or indirectly profit from her or his position as such; provided that a director or officer may be reimbursed for reasonable expenses incurred by such person in the performance of her or his duties as decided by the board.

13. INTEREST OF DIRECTORS IN CONTRACTS

13.1 Requirement for Disclosure – any member of the board of directors of “**A Tiny Shift in Connecting Schools**” who:

13.1.1 is a party to a contract or proposed contract with “**A Tiny Shift in Connecting Schools**”;
or

13.1.2 is a partner, director or officer of or has an interest in any body corporate or business who is a party to a contract or proposed contract with “**A Tiny Shift in Connecting Schools**”, shall disclose in writing or have entered in the minutes, the nature and extent of such director’s interest in such contract or proposed contract with “**A Tiny Shift in Connecting Schools**”.

13.2 Disclosure – The disclosure required by 13.1.1 above, shall be made:

13.2.1 at the meeting at which a proposed contract is first considered;

13.2.2 if the director was not then interested in a proposed contract, at the first meeting after such director becomes so interested, or

13.2.3 if the director becomes interested after a contract is made, at the first meeting held after the director becomes so interested.

13.3 Director’s Liability – A director referred to sub-paragraph 13.1 above is liable to account for any profit made on the contract by the director or by a corporate entity or business in which the director has an interest, unless

a) the director disclosed the director’s interest in accordance with subparagraphs 15.2, 15.3 or 15.6 below;

b) after such disclosure, the contract was approved by the directors or members; and

c) the contract was reasonable and fair to “**A Tiny Shift in Connecting Schools**” at the time it was approved, provided that a director who has made a declaration of the director’s interest in a

contract or a proposed contract and has voted in respect of such contract contrary to the prohibition contained in sub-paragraph 15.5 below, if such prohibition applies, is not accountable to “**A Tiny Shift in Connecting Schools**” or any of its members or creditors, by reason only of such directors holding that office or of the fiduciary relationship thereby established, for any profit realized by such contract.

13.4 A director referred to in sub-paragraph 15.1 above shall not vote on any resolution to approve the contract, unless the contract is an arrangement by way of security for money lent to or obligation undertaken by the director for the benefit of “**A Tiny Shift in Connecting Schools**”.

13.5 Notice of Interest – For the purpose of this Article 15, a general notice to the board of directors by a director, declaring that the person is a director or officer of or has a material interest in a body corporate or business firm and is to be regarded as interested in any contract in a body corporate or business firm and is to be regarded as interested in any contract made therewith, is a sufficient declaration of interest in relation to any contract so made.

13.6 Contract - A contract is not void by reason only of the failure of a director to comply with the provisions of this Article 15 but a court may, upon the application of “**A Tiny Shift in Connecting Schools**” or a member, set aside a contract in respect of which a director has failed to comply with the provisions of this Article 15, and a court may make any further order as it deems fit.

14. PROTECTION OF OFFICERS AND DIRECTORS

Unless such occurrence is as a result of such director’s or officer’s own wilful neglect or default, any director or officer of “**A Tiny Shift in Connecting Schools**” shall not be liable for:

- a) any act, receipt, neglect or default of any other director, officer or member.
- b) any loss, damage, expense or happening in “**A Tiny Shift in Connecting Schools**”;
- c) any deficiency of title to any property acquired by “**A Tiny Shift in Connecting Schools**”;
- d) any deficiency of any security upon which any monies of “**A Tiny Shift in Connecting Schools**” shall be invested;
- e) any loss or damage arising from bankruptcy, insolvency or tortious act of any person including any person with whom any monies, securities or effects shall be deposited;
- f) any loss, conversion, or misappropriation of or any damages resulting from any dealing with any monies, securities or other assets belonging to “**A Tiny Shift in Connecting Schools**”; or
- g) any other loss, damage or misfortune that may happen in the execution of the duties of such director’s or officer’s respective office.

15. INDEMNITIES TO DIRECTORS AND OTHERS

Every director or officer of “**A Tiny Shift in Connecting Schools**” or other person who has

undertaken or is about to undertake any liability on behalf of “**A Tiny Shift in Connecting Schools**” or any company controlled by it and their heirs, executors and administrators, and estate and effects, respectively, shall from time to time and at all times, be indemnified and saved harmless out of the funds of “**A Tiny Shift in Connecting Schools**”, from and against:

a) all costs, charges and expenses which such director, officer or other person sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against her or him, or in respect of any act, deed, matter or things whatsoever, made, done, or permitted by her or him, in or about the execution of the duties of her or his office or in respect of any such liability; and

b) all other costs, charges and expenses which she or he sustains or incurs in or about or in relations to the affairs thereof, except such costs, charges or expenses as are occasioned by her or his own wilful neglect or default.

16 EXECUTION OF DOCUMENTS

16.1 Required Signatures – Contracts, documents or any instruments in writing required the signature of “**A Tiny Shift in Connecting Schools**”, shall be signed by any two officers or appointed directors or a combination thereof and all contracts, documents and instruments in writing so signed shall be binding upon “**A Tiny Shift in Connecting Schools**” without any further authorization or formality. The board of directors shall have power from time to time by resolution to appoint persons on behalf of “**A Tiny Shift in Connecting Schools**” to sign specific contracts, documents and instruments in writing.

16.2 Delegation of Power of Attorney – The board of directors may give “**A Tiny Shift in Connecting Schools**”’s power of attorney to any registered dealer in securities for the purpose of the transferring of and dealing with any stocks, bonds, and other securities of “**A Tiny Shift in Connecting Schools**”.

16.3 Corporate Seal – The seal of “**A Tiny Shift in Connecting Schools**” when required may be affixed to contracts, documents and instruments in writing signed as aforesaid or by persons appointed by resolution of the board of directors.

17. AMENDMENTS TO THE BY-LAWS

The procedure to amend the By-laws shall be as follows:

17.1 Any full member wishing to submit an amendment to the By-laws shall make such submission by way of written resolution, signed by the member and four other full members in good standing. The said resolution shall be sent by registered prepaid mail or by facsimile transmission to the Secretary of “**A Tiny Shift in Connecting Schools**” in care of the national office of “**A Tiny Shift in Connecting Schools**”.

17.2 Every such proposed amendment must be received by the Secretary one month before a general meeting, be it an annual general meeting or a special general meeting. The Secretary shall within seven (7) days after receipt of the proposed amendment, circulate it to each member of the board of directors. The said proposed amendment shall be placed on the agenda of the next annual meeting.

17.3 To become effective, each proposed amendment must receive the affirmative vote of at least two-thirds (2/3) of the board of directors present. The said amendment shall not be enforced or acted upon until the approval of the Minister of Consumer and Corporate Affairs has been obtained.

18 GENERAL PROVISIONS

Except where otherwise provided for in these By-laws, Robert's Rules of Order shall be binding upon the conduct of the affairs of every meeting of "**A Tiny Shift in Connecting Schools**", and their directors.

Marianne Van der Wel, Retired - Computing Services, McMaster University, 326 Hunter St West, Hamilton ON L8P 1S4

Arlene Whittle, Cost Accountant, 78 Connaught Ave S, Hamilton ON L8M3C5

Keith Medeiros, Personal Trainer and MBA Student, McMaster University, 46 Locke St. North, Hamilton, ON L8R 3A4

The said Marianne Van der Wel, Arlene Whittle and Keith Medeiros are the current directors of the Corporation.

DATED at the City of Hamilton in the Province of Ontario, this 20 day of January, 2012.