

**By-laws of the Covenant of Gaia
Church of Alberta**

Government Approved May 30,2003

By-laws of the Covenant of Gaia Church of Alberta

[1] DEFINITIONS

The definitions given in this section are for terms used within these by-laws in a special sense. When used as such within these by-laws the terms shall be in *italics*. Derivative forms (such as plurals or possessives) that are italicised in the text are considered to have the derivative meaning appropriate to the form listed in this section.

Underlined titles in the text are references to documents external to these by-laws.

- [1.1]** *Adult member*: Any member in *good standing* who is legally considered to be an adult.
- [1.2]** *AGM*: The annual general meeting of the Covenant held every year on or about May first.
- [1.3]** *Board*: The Board of Directors of *COGCOA*.
- [1.4]** *COGCOA*: The Covenant of Gaia Church of Alberta.
- [1.5]** *Community Circle*: One of the eight regular religious services held by the *Covenant* each year.
- [1.6]** *Contact Information*: The postal address, telephone number, facsimile number or e-mail address of a *member*.
- [1.7]** *Covenant*: The Covenant of Gaia Church of Alberta.
- [1.8]** *Director*: Any member of the *Board*, including both *officers* and directors-at-large.
- [1.9]** *Eligible Member*: Any full member in *good standing*.
- [1.10]** *Executive*: The administrative group acting in much the same capacity for a branch of the *Covenant* as does the *Board* for the *Covenant* as a whole with the exceptions given in these by-laws.
- [1.11]** *Good standing*: Any member of the *Covenant* who has paid the current year's dues, if any, and whose current *contact information* is on file with the secretary.
- [1.12]** *In writing*: any physically or electronically written communication, including communications written on paper, facsimiles or electronic mails but excluding voice communications.
- [1.13]** *Member*: Any associate or full member of *COGCOA* who is in *good standing*.
- [1.14]** *Officers*: The President, Vice-president, Secretary and Treasurer of the Board of Directors.
- [1.15]** *Proper notice*: *Proper notice* of meetings is taken to be a reasonable effort to provide notice 14 days in advance of the meeting, accompanied by the purpose of the meeting and its agenda if feasible.

[2] NAME

- [2.1]** The name of the society is the COVENANT OF GAIA CHURCH OF ALBERTA. In these by-laws and elsewhere it may be abbreviated as *COGCOA* or the *Covenant*.

[3] PURPOSE

- [3.1]** The primary purpose of *COGCOA* is to operate a church for conducting worship and pastoral

services and teaching religion, subject to the Articles of Faith and Mission Statement as adopted by *COGCOA*.

[3.2] Secondary purposes include:

[3.2.1] To acquire and hold property pursuant to the primary purpose.

[3.2.2] To acquire or receive services pursuant to the primary purpose.

[3.2.3] To borrow money or contract debts pursuant to the primary purpose.

[3.2.4] To exercise any and all privileges of a non-profit religious society.

[3.2.5] To do any or all other acts necessary or expedient for the furtherance of the primary purpose.

[3.2.6] The above purposes are independent of any other provisions of these by-laws.

[3.3] Neither this nor Section [3.1] can be amended or removed from these by-laws.

[3.4] Notwithstanding [3.1] or [3.3] above, the goals of COGCOA may be further defined by a mission statement adopted by a majority of the members at a general meeting.

[4] NON-PROFIT STATUS

[4.1] The *Covenant* is a non-profit society in that it does not contemplate financial gain or other material benefit to any of its *members* and any profits or other accretions to the organisation shall be used in promoting its objectives.

[4.2] The above provision shall not prohibit reasonable payment to *members* for goods or services received by the *Covenant*.

[4.3] Upon dissolution of the *Covenant* any funds or assets shall be distributed only to such donees as described in paragraphs 110 [1][a] or [b] of the Income Tax Act.

[5] AMENDMENT FORMULA

[5.1] This section provides mechanisms for amending the by-laws or Articles of Faith. In this section only whichever document is being amended may be referred to as the "document".

[5.2] Any section, article or provision of the document may be amended excepting only those sections, articles or provisions specifically identified as immutable. The term "amendment" shall be taken to mean change, insertion or deletion as applicable.

[5.3] Any proposed amendments must be voted on by the *eligible members* as a special resolution at a general meeting. The proposed amendment must be received *in writing* by the *eligible members* at least 60 days in advance of the meeting.

[5.4] The *eligible members* may vote in a special resolution to revoke the document in toto provided that a new document is immediately available to be adopted by a second special resolution at that same meeting;

[5.4.1] The document that has been revoked shall remain in force until the new replacement document has been adopted.

[5.4.2] No immutable sections, articles or provisions in the revoked document shall automatically become an immutable part of the newly adopted document.

[5.5] Ratification of an amendment to the by-laws or Articles of Faith requires at least eighty [80] percent assent of the *eligible members* at that meeting.

[5.6] An amendment to these by-laws may include an explicit time limit after which the previous by-law or by-laws automatically resume.

[6] MEMBERSHIP

[6.1] Any person wishing to become a *member* of *COGCOA* must complete a membership form *in writing* and deliver it to the secretary. The *Board* shall consider the application and respond to the applicant within 45 days of the receipt of the application.

[6.1.1] The granting of a new membership application may be refused or postponed by the Board for any reason the members may deem reasonable.

[6.2] A membership is not valid until the person has sworn to abide by the articles of faith and by-laws before the attendees at a regular church service.

[6.3] The board may, for specific individuals or groups, waive the dues requirement for membership for some period of time.

[6.4] Each new member is considered an associate member for the first 12 months of his or her membership after which adult residents of Alberta may choose to apply to upgrade to being a full member.

[6.5] Only full members in *good standing* are eligible to vote at business meetings.

[6.6] The membership status of any *member* not in *good standing* will be kept on the membership list for a period of twelve months during which time the lapsed *member* is not eligible for any of the rights or privileges of membership. If the lapsed member does not become in *good standing* during that time the membership shall expire and the person must re-apply for membership.

[6.7] A membership may be canceled or suspended by the board for any reason acceptable to the *members* of the church. Such an action may be reversed by a simple majority vote of the *members* at any general meeting called within three months of the decision.

[6.8] A *member* may resign membership by written notice sent to the secretary.

[6.9] The *members* may designate dues or other assessments to be levied upon the *members*.

[6.10] All memberships expire each year before any voting at the *AGM* and may be renewed at that time by confirming *contact information* and paying any applicable dues. Only those who have renewed will be considered *eligible members* at that meeting. No new memberships shall be granted at a general meeting.

[7] MINISTERS

[7.1] Due to the nature of our religion the ordained ministers of the *Covenant* fulfil a social services role in our community rather than a specifically religious leadership role.

[7.2] The designation used for the ministers of *COGCOA* is Minister. The forms of address are "Mr./Miss/Mrs./Ms." in speech and "Reverend" in writing.

- [7.3] A Minister is a person who has been ordained after completing the requirements for ordination given in the Minister's Handbook.
- [7.4] Candidates for ministerial training must be *eligible members* who have held a second or third degree Wiccan initiation for at least five years. Further prerequisites may be given in the Minister's Handbook.
- [7.5] Ministers may have their status revoked and be removed from office by the *Board* for any offence given in section [6.13.2] above or for repeated or gross violation of their ordination oaths. In addition, ministers may resign their status and office by notifying the *Board in writing*.
- [7.6] The duties of a Minister are:
- [7.6.1] to maintain his status as an *eligible member*;
 - [7.6.2] to fulfil the oaths of ordination;
 - [7.6.3] to oversee Ministerial standards and the training of future Ministers;
 - [7.6.4] to ensure that the Minister's Handbook is up to date, relevant and in accordance with the Articles of Faith and these by-laws.

[8] BOARD OF DIRECTORS

- [8.1] The Board of Directors shall meet at approximately monthly intervals and at other times as required to discuss and resolve the business of the *Covenant*.
- [8.1.1] All meetings of the *Board* shall be open to *members* with the exception of meetings that are specifically declared closed.
 - [8.1.2] A quorum of four *directors*, at least two of whom must be *officers* is required for a *Board* meeting to conduct business.
 - [8.1.3] Minutes shall be taken of every *Board* meeting, including those *in camera*, and shall be in a timely manner after the date of that meeting. The minutes shall be placed in the permanent church archives and a copy sent to each *director*.
 - [8.1.4] All *directors* shall receive *proper notice* of *Board* meetings. The dates, times and venues of scheduled *Board* meetings shall be made available to *members* by whatever means are expedient.
 - [8.1.5] The *Board* may make any resolutions at such meetings for the purpose of conducting the *Covenant's* business. Such resolutions are binding insofar as they do not conflict with these by-laws or the Articles of Faith and may be amended or superseded by subsequent resolutions.
- [8.2] Any *eligible member* may be elected to the *Board*.
- [8.2.1] Two or more members of a given familial or common law household may not hold separate *directorships* at the same time.
- [8.3] Any *member*, regardless of category, may be appointed to a committee membership by the *Board*.
- [8.4] No *director* may receive a salary from the *Covenant*.
- [8.5] Four *directors* shall be *officers* with the titles of President, Vice-President, Secretary and Treasurer. All *officers* shall be Wiccan initiates. Any number of directors-at-large may be elected.
- [8.5.1] Any *directorship* may be held jointly by not more than two persons. Each *directorship* gets one vote at *board* meetings regardless of the number of persons holding that position.

- [8.6] Any *director* may appoint as many *member* assistants as he or she wishes to help discharge his or her duties. It is the responsibility of that *director* to ensure that the work is performed in an acceptable, accurate and timely fashion.
- [8.7] *Directors* may serve no more than three consecutive one-year terms after which the person may stand for re-election after a one year absence from serving on the *Board*.
- [8.8] The current term of office of a *director* ends upon the adjournment of the *AGM* following his election.
- [8.9] The *directors* shall be elected by a majority vote of *eligible members* at a general meeting except as provided for in [8.10].
- [8.10] In the event of the death, incapacity to act, resignation or removal of any *officer* prior to the expiry of his term of office a replacement shall be elected at a general meeting called for that purpose. The election must be held within two months of the dysfunction of the *officer*.
- [8.11] In the event of the death, incapacity to act, resignation or removal of any director-at-large prior to the expiry of his term of office a replacement may be appointed by the *Board*.
- [8.11.1] There shall be a 60 day probation period following such an appointment during which time the membership may comment upon the acceptability of the appointee.
- [8.11.2] If there are no significant objections to the appointment during the probation period the appointment shall stand for the remainder of that term of office. Otherwise a general meeting of the membership shall be called to elect a director-at-large. The probationer may stand for election at that time.
- [8.12] A *director* may be removed from office for any reason by a majority vote of the remaining *directors* or by a majority vote of the *eligible members* present at a general meeting.
- [8.13] The **President** shall, when present, preside at all meetings of the *Covenant* and of the *Board*.
- [8.13.1] The president shall submit the annual report of the *Board* concerning the business and affairs of the *Covenant* to the *AGM* and from time to time the president shall report to the *Board* of all matters within his knowledge which the interests of the *Covenant* requires to be brought to their attention.
- [8.13.2] The president shall be an *ex officio* member of all standing committees.
- [8.13.3] When votes are taken in a meeting the president shall only vote to break a tie.
- [8.14] During the absence or disability of the president, the duties shall be performed and the powers exercised by the **Vice-President**. In the absence of both a chairperson may be elected by the attendees to preside thereat.
- [8.14.1] The vice-president shall have such other powers and duties as the *Board* may prescribe.
- [8.15] The **Secretary** shall ensure that accurate minutes are kept of all meetings of the *Covenant* and of the *Board*. The secretary shall have charge of the Seal of the *Covenant* which seal wherever used shall be authenticated by the signature of the secretary and the president or, in the case of the inability of either to act, by the vice-president.
- [8.15.1] In case of the inability of the secretary to act the duties shall be discharged by a *director* as appointed by the *Board*.
- [8.15.2] The secretary shall have charge of all of the official communications of the *Covenant*.
- [8.15.3] The secretary shall also keep a record of all *members* of the *Covenant* and their *contact information*, and send *proper notice* of the various meetings as required.
- [8.16] The **Treasurer** shall receive all moneys paid to the *Covenant* and shall be responsible for the

deposit of same in whatever bank, trust company, credit union or treasury branch the *Board* may order.

[8.16.1] The treasurer shall properly account for the funds of the *Covenant* according to generally accepted accounting principles.

[8.16.2] The treasurer shall present a full and detailed account to the *Board* of all receipts and disbursements whenever requested and shall prepare for submission to the *AGM* a statement duly examined as hereinafter set forth of the financial position of the *Covenant* and submit a copy of the same to the secretary for the records of the *Covenant*.

[8.16.3] The treasurer shall prepare and submit to the proper governmental authorities any and all tax or other forms as may be required by provincial or federal law.

[8.17] Directors-at-large shall have such duties as directed by the *Board*.

[9] RELIGIOUS MEETINGS

[9.1] The *Covenant* holds eight regular religious services (*Community Circles*) each year on or about the dates February 2, March 21, May 1, June 21, August 1, September 21, October 31 and December 21.

[9.2] Attendance at *Community Circles* is limited to *members* and invitees. Individual invitations to attend church events may be withdrawn at any time without notice by a resolution of the Board of Directors.

[9.3] The *Covenant* may hold other events from time to time. Any limitations on attendance at these events may be determined on a case by case basis.

[9.4] Persons wishing to perform a *community circle* (the "ritual team") shall include at least one person who is an *eligible member* and make a written application to the *Board* containing the name of the *community circle* and an outline of the proposed service.

[9.5] The *Board* shall consider such applications within sixty [60] days. If several applications are received for the same event the *Board* shall use whatever criteria it deems appropriate to decide which one will be granted.

[10] BUSINESS MEETINGS

[10.1] It is the right of every *member* to attend any business meeting, whether it be a general meeting or a meeting of the Board of Directors only, excluding only those meetings, or portions of meetings, declared to be *in camera*.

[10.2] There shall be an annual general meeting of the membership held every year on or about the first of May. Regular elections for the Board of Directors shall be held at this meeting.

[10.3] A general meeting of the membership may be called at any time by the *Board*, or by five *eligible members* by notifying the *Board* in writing and giving *proper notice* to the *members*.

[10.4] Applications for a new membership will not be considered or approved between the regularly scheduled *Board* meeting immediately prior to any general meeting and the adjournment of that general meeting.

[10.5] Votes on matters other than the election of *directors* may be taken at a general meeting by a simple show of hands or by the protocol described below in [10.6] if the attendees so require.

- [10.6]** Election of *Board* members shall always be conducted by written secret ballots.
- [10.6.1]** For the purposes of this section a candidate may be one or two persons as provided for in [8.5.1].
- [10.6.2]** Candidates for the Board of Directors must be *eligible members* who are present at the meeting to accept nomination or have provided a written proxy accepting nomination in absentia for a specific directorship.
- [10.6.3]** Candidates for the *officer* positions must announce their candidacy for that specific position not later than the regular board meeting that precedes the *AGM*. Nominations for directors-at-large may be accepted at the *AGM*.
- [10.6.4]** In the event of an election being required other than at the *AGM* the requirement of [10.6.2] may be waived by the agreement of a simple majority of the attendees at that meeting.
- [10.6.5]** Three election officers shall be appointed from among the *eligible members* present to conduct the election process, tally its results and report those results to the membership. No election officer may be a candidate for any position under consideration.
- [10.6.6]** Ballots must be written and consist of the name(s) of the candidate(s) followed by either the word "yes" or the word "no". A "yes" vote counts for the candidate, a "no" vote counts against the candidate. The net vote for a candidate is the number of "yes" votes minus the number of "no" votes. A ballot that does not contain a particular candidate's name does not count for or against that candidate.
- [10.6.6.1]** A ballot that contains both a "yes" and a "no" against the name of a particular candidate for a particular position shall be interpreted as an abstention for that particular candidate in that particular position only.
- [10.6.7]** A candidate is elected to a position if his net vote is greater than the net vote of any other candidate for that position.
- [10.6.8]** In the case of a tie vote another ballot shall be conducted with only the tied candidates eligible for nomination.
- [10.6.9]** If there is only one candidate (including dual candidacy as described in [8.5.1]) for a position a ballot must still be conducted.
- [10.6.9.1]** If the sole candidate for an *officer* is not elected (i.e. Has more "no" votes than "yes" votes) that person is ineligible for re-nomination until the next *AGM*. In such a case further nominations for that position may be accepted from the floor.
- [10.6.9.2]** If any of the officers are not elected then a by-election must be called within 30 days to fill that position. The returning officers shall be in charge of receiving accepted nominations and making arrangements for the by-election. This process may be repeated any number of times until a full slate of *officers* has been elected.
- [10.6.10]** The report of the returning officers shall consist of a simple elected/not elected declaration for each candidate. The written ballots shall be kept by them until the end of the meeting in case the results are questioned. If there are no questions concerning the results of the election the ballots shall be destroyed at that time.
- [10.7]** A quorum of three-fifths [3/5] of all *eligible members* must be present for a general meeting to conduct business.

[11] BRANCHES

[11.1] The branch of the *Covenant* existing in Calgary shall be considered the head branch with an area of responsibility encompassing the entire *Covenant*.

[11.2] Any group of people living in an area that does not already have a branch may petition the *board* for status as a branch. The petition must have at least five [5] signatories, all of whom are *adult members*.

[11.3] Only one branch may exist in any given municipality or, in the case of a rural branch, a municipal district.

[11.4] All branches agree to be bound by the provisions of these by-laws, the Articles of Faith and whatever other documents delineating policy and/or standards may be published by the *Covenant* for the use of its members.

[12] FINANCIAL

[12.1] The fiscal year of the *Covenant* shall begin on February first.

[12.2] The books, accounts and records of the treasurer shall be reviewed at least once each year by a qualified accountant or by two *eligible members* of the *Covenant* appointed for the purpose at a general meeting. A complete and proper statement of the standing of the books for the previous year shall be submitted by the reviewers at the next *AGM* of the *Covenant*.

[12.3] The books and records of the *Covenant* may be inspected by any *member* at a general meeting or at any mutually convenient time upon giving reasonable notice to the treasurer. In no case shall a delay of more than thirty [30] days elapse between the request for inspection and the inspection unless the member cancels his request.

[12.4] Any non-cash means of payment issued by the *Covenant* shall require the signatures of at least two *officers*.

[12.5] The membership records of the *Covenant*, in whole or in part, shall not be made available to any individual or organisation outside of the *Covenant* except as required by law or with the explicit written permission of the affected members.

[13] MISCELLANEOUS

[13.1] In these by-laws gender-specific nouns or pronouns shall be taken to mean either gender or both genders as applicable in context.

[13.2] Any headings or indices appearing in these by-laws have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of these by-laws.

[13.3] When any calculation specified in these by-laws results in a non-integer number of people or objects the fractional portion of the number shall be discarded without rounding.

[13.4] Whenever a provision in these by-laws limits, excludes, amplifies or modifies a provision in some other document the decreasing order of precedence shall be:

- [a] Any applicable federal, provincial or civic laws;
- [b] The Articles of Faith;
- [c] These by-laws;

[d] Any handbook or manual produced for internal Covenant use.

[13.4.1] The contents or interpretation of documents at a higher precedence shall not be modified in any way by the contents or interpretation of documents at a lower precedence.