

**BY-LAW NO. 1 of the**  
**ASSOCIATION OF COMMUNITY LEGAL CLINICS OF ONTARIO**

1. The Association of Community Legal Clinics Ontario (Also the "ACLCO" and the "Association") is a non-share capital corporation incorporated under the *Corporations Act* of Ontario constituted for these objects:
  - (a) to promote the improvement of the legal welfare of the communities served by its member legal clinics;
  - (b) to promote unity and understanding among legal clinics in Ontario;
  - (c) to represent and advocate on behalf of legal clinics in Ontario; and
  - (d) to promote and advocate for the expansion of the legal clinic system in Ontario.

**HEAD OFFICE**

2. The Head Office of the Association of Community Legal Clinics Ontario (Also the "ACLCO" and the "Association") shall be in the City of Toronto, in the Province of Ontario, and at such place there as the Executive may from time to time determine.

**SPECIAL PROVISIONS**

3. The Association shall be carried on without the purpose of gain for its members, and any profits or other accretions to the Association shall be used in promoting its objects.
4. The Association may accept funding, gifts, donations and bequests for the purpose of carrying out its objects.

**MEMBERSHIP**

5. The membership of ACLCO shall consist of all legal clinics participating in the founding conference of the ACLCO on April 4-5, 1997 (set out in Schedule A below), and such other legal clinics as are admitted to the Association. The Executive shall keep an up-to-date list of members.

6. For the purpose of this by-law, "legal clinic" shall mean a non-profit community based legal clinic funded in whole or in part under the *Legal Aid Services Act, 1998* and regulations thereto.
7. A legal clinic shall be admitted to the Association upon receipt of application in writing for admission or by registration at the annual meeting of the Association, and payment of any fee set by the Association.
8. Each member clinic in good standing shall be entitled to one vote on each question arising at any special or general meeting of the member clinics.
9. Any member clinic may resign by resignation in writing addressed to the Executive Committee and such resignation shall be effective in accordance with its terms.
10. A member clinic that ceases to meet the definition of "legal clinic" as set out in this by-law, shall cease to be a member of the Association.

## **DUES**

11. Dues or fees payable by member clinics may be set by resolution of the Executive, which resolution shall become effective only when confirmed by at least two-thirds of the votes cast at an annual or other general meeting of the member clinics of the Association.
12. If a member fails to pay dues within 30 days from the date set by the Executive for payment of same, that member is no longer considered in good standing and shall lose all rights of membership until such time as their dues are paid in full and they are re-instated as members by the executive, subject to discretion which may be exercised by the executive in what the executive deems to be exceptional circumstances.

## **ANNUAL AND OTHER MEETINGS OF THE MEMBERS**

13. The Association shall hold an annual meeting of the member clinics of the Association not later than eighteen months after the Founding Conference of April 4-5, 1997, and subsequently not later than fifteen months after the preceding annual meeting.
14. The annual or any other general meeting of the member clinics shall be held at such location as the Executive may determine and on such day as the Executive shall appoint.
15. At every annual meeting, in addition to any other business that may be transacted, the report of the Executive and the financial statements and report of the Treasurer shall be presented, and an Executive elected for the ensuing year. The member clinics may consider and transact any business either special or general at any meeting of the members. Notice of motions, or any other matters

requiring a vote of the membership, except for nominations to the Association Executive, shall be sent to all members at least 60 days prior to the AGM. The only matters not requiring 60 days notice are:

- Procedural matters regarding the management of the meeting;
- “Friendly amendments” to motions that have met the notice requirements;
- Extraordinary matters, arising within the 60 day notice period, determined by the executive, and ratified by three quarters of the votes of the members present or represented, to be of a sufficient emergency nature to abridge the notice requirement;
- Nominations to the Association’s Executive which require 30 days notice as per section 15.1.

15.1 Nominations to the Association Executive shall be communicated to the AGM Subcommittee of the Association Executive at least 30 days prior to the AGM and shall include a written profile of the candidate as set out in the voting rules.

15.2 In the event that, 30 days prior to the AGM, the number of nominations in a particular region is less than the number of executive positions (excluding alternates) in that region, nominations will continue to be permitted up until the regional caucus meeting on the first day of the Annual General Meeting.

16. The Executive, or either of the two Chairs of the Association, shall have power to call at any time a general meeting of the member clinics of the Association. Notice of the time and place of every such meeting shall be given to each member clinic by sending the notice by prepaid mail, by facsimile transmission or by electronic mail, ten days before the time fixed for the meeting.

## **AUDITORS**

17. The Members shall at each Annual General Meeting appoint an auditor and shall direct the auditor to perform an audit of the accounts of the Corporation for report to the Members at the next Annual General Meeting. The auditor shall not be a Director, Officer, member or employee of the Corporation. The auditor shall hold office until the next Annual General Meeting provided that the Board may fill any casual vacancy in the office of auditor. The remuneration of the auditor shall be approved by the Board.

## **NOTICE TO MEMBERS**

18. No error or omission in giving notice of any annual or general meeting or any adjourned meeting of the member clinics of the Association shall invalidate such meeting or make void any proceedings taken at that meeting. Any member of the Association may at any time waive notice of any annual or general meeting, and may ratify, approve and confirm any or all proceedings at that meeting. For the purpose of sending notice to any member clinic, member of the Executive, or

officer for any meeting or otherwise, the address of an Association member clinic, member of the Executive or officer shall be their last address recorded on the records of the Association.

## **ADJOURNMENTS**

19. Any meeting of the Association or of the Executive may be adjourned to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting. No notice shall be required of any such adjournment. Such adjournment may be made notwithstanding that no quorum is present.

## **QUORUM OF MEMBERS**

20. A quorum for the transaction of business at any meeting of member clinics shall consist of not less than fifty percent of those member clinics of the Association which are in good standing as defined in section 12 above.

## **VOTING OF MEMBERS**

21. With the exception of election of the members of the Executive, as set out in this by-law of the Association, each member clinic shall be entitled to one vote on each question arising at any special or general meeting of the members.
22. A member clinic shall vote by its authorized representative, who is entitled to vote, and in all other respects to exercise the rights of a member, and that representative shall be reckoned as a member for all purposes with respect to a meeting of the Association.
23. At all meetings of member clinics, every question shall be decided by a majority of the votes of the members present or represented unless otherwise required by the Constitution or the by-laws of the Association. Every question may be decided in the first instance by an open vote unless a secret ballot is demanded by any member.

## **EXECUTIVE**

24. For the purposes of this Bylaw:
  - (a) the term "Executive" shall refer to the full Board of Directors of the Association, not a subset of that Board, and
  - (b) the phrase "member of the Executive" shall mean a Director of the Association.

25. The affairs of the Association shall be managed by an Executive of thirteen individual members, each of whom at the time of their election shall be an employee or a member of the Board of a legal clinic which is a member in good standing of the Association. No member of the Executive may be an employee or board member of any organization that supplies core funding to the majority of Ontario's community legal clinics.
26. The members of the Executive until the first annual meeting of the Association following the Founding Conference of April 4-5, 1997, shall be those persons elected to the Executive at the Founding Conference.
27. Each member of the Executive shall be elected to hold office until the first annual meeting after they have been elected or until their qualified successor has been duly elected, except as otherwise provided in this by-law. Each member of the Executive shall be retired at each annual meeting, but shall be eligible for re-election if otherwise qualified.
28. Association member clinics within each of the following four regions of Ontario, as set out in Schedule B to this by-law, by majority vote of Association member clinics from their region, shall elect the members of the Executive as follows:
  - (a) member clinics belonging to the East shall elect three members of the Executive, at least one of whom shall be an employee of a clinic within that region and at least one of whom shall be a board member of a clinic within that region.
  - (b) member clinics belonging to the South West shall elect three members of the Executive, at least one of whom shall be an employee of a clinic within that region and at least one of whom shall be a board member of a clinic within that region.
  - (c) member clinics belonging to the North shall elect three members of the Executive, at least one of whom shall be an employee of a clinic within that region and at least one of whom shall be a board member of a clinic within that region.
  - (d) member clinics belonging to the City of Toronto shall elect four members of the Executive, two of whom shall be chosen from speciality clinics within that region; and, at least two of whom shall be employees of clinics within that region and at least one of whom shall be a board member of a clinic within that region.

Each region may also elect an alternate who will fill any vacancy arising upon resignation or removal of an Executive member from that region.

29. The Executive may remove a member of the Executive who fails to attend three consecutive meetings of the Executive.
30. In the event that a member of the Executive resigns, or ceases to be a member of the Board of a

legal clinic or an employee of a legal clinic in the region from which they were elected, or otherwise ceases to be a member of the Executive, a vacancy shall be created.

31. A vacancy on the Executive shall be filled by the alternate Executive member for that region. Provided that a quorum of the Executive exists, in the event that at the time of the vacancy being created there is no alternate Executive member for that region, the Executive may appoint an employee of a clinic or a Board member of a clinic from that region to fill the vacancy. If no quorum of the Executive exists at the time of the vacancy, the vacancy shall be filled at the next annual meeting of the member clinics of the Association at which the Executive for the ensuing year is elected.

### **QUORUM AND MEETINGS, EXECUTIVE**

32. A majority of members of the Executive shall form a quorum for the transaction of business. The Executive may hold its meetings at such place or places and in such manner as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the members of the Executive are present, or if those absent have signified their consent to the meeting being held in their absence.
33. Executive meetings may be formally called by either of the two Chairs, or by the Secretary on direction in writing of two of the members of the Executive. Notice of such meetings shall be delivered, telephoned or sent by facsimile transmission or electronic mail to each member of the Executive not less than two days before the meeting is to take place. The Executive may appoint a day or days in any month or months for regular meetings at an hour to be named and no notice need be sent of such regular meeting. A meeting of the Executive may also be held, without notice, immediately following the annual meeting of the Association.
34. The members of the Executive may consider or transact any business either special or general at any meeting of the Executive.
35. Any member of the Executive may participate in a meeting of the Executive or any committee by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. A person participating in a meeting in this way shall be deemed to be present in person at that meeting. Any such meeting shall be deemed to have been held in the municipality or place where the majority of persons participating in the meeting were located.

### **ERRORS IN NOTICE, EXECUTIVE**

36. No error or omission in giving notice of any meeting of the Executive shall invalidate such meeting or make void any proceedings taken at that meeting, and any member of the Executive may at any time waive notice of such meeting and may ratify, approve and confirm any or all proceedings taken or had at such meeting.

### **VOTING, EXECUTIVE**

37. Questions arising at any meeting of the Executive shall be decided by a majority of votes.

### **POWERS OF THE EXECUTIVE**

38. The Executive shall prepare all reports, including financial reports, required by law and by the Constitution and By-laws of the Association to be prepared by the Association for the annual meeting on behalf of the Association, and the Executive shall file all financial and other reports that have to be filed after the annual meeting as required by law and by the Constitution and By-laws of the Association.

39. The Executive on behalf of the Association shall keep proper accounting records in respect of all financial or other transactions and without limiting the foregoing, shall keep records of:

- (a) all money received and disbursed by the Association and the manner in respect of which the receipt and disbursement took place;
- (b) every asset and liability of the Association;
- (c) every other transaction affecting the financial position of the Association.

### **REMUNERATION OF MEMBERS OF THE EXECUTIVE**

40. The members of the Executive shall receive no remuneration for acting as such, but they may be paid reasonable expenses incurred in the performance of their duties.

### **OFFICERS OF THE CORPORATION**

41. There shall be two Chairs, one a member of the Board of a member clinic of the Association and

one an employee of a member clinic; a Secretary and a Treasurer, and such other officers as the Executive may determine from time to time. One person may hold more than one office, except the office of Chair. At the first meeting of the Executive after the annual election of the Executive, the Chairs, Secretary and Treasurer shall be elected by the Executive from among its members, provided that in default of such election the then incumbents, being members of the Executive, shall hold office until their successors are elected.

## **DUTIES OF THE CHAIRS**

42. One of the Chairs, or such other member of the Executive as is designated by the Executive, shall preside at meetings of the member clinics of the Association and of the Executive. The Chairs shall also be charged with the general management and supervision of the affairs and operations of the Association. The Chairs with the Secretary or other officer appointed by the Executive for the purpose, shall sign all by-laws. During the absence or inability of the Chairs, their duties and powers may be exercised by such other member of the Executive as is designated by the Executive.

## **DUTIES OF OTHER OFFICERS**

43. The duties of all other officers of the Association shall be as the terms of their engagement call for or as the Executive requires of them.

## **SECRETARY**

44. The Secretary shall attend all meetings of the Executive and record all facts and minutes of all proceedings in the books kept for that purpose. The Secretary shall give all notices required to be given to member clinics of the Association and members of the Executive. The Secretary shall perform such other duties as may from time to time be determined by the Executive.

## **TREASURER**

45. The Treasurer shall keep full and accurate accounts of all receipts and disbursements of the Association in proper books of account and shall deposit all moneys or other valuable effects in the name and to the credit of the Association in such bank or banks or other financial institution as may from time to time be designated by the Executive. The Treasurer shall disburse the funds of the Association under the direction of the Executive, and shall provide the Executive at its meetings or whenever required, an account of all transactions as Treasurer, and of the financial position of the Association. The Treasurer shall also perform such other duties as may from time to time be determined by the Executive.

## **BOOKS AND RECORDS**

46. The Executive shall ensure that all necessary books and records of the Association required by the by-laws of the Association or by any applicable law are regularly and properly kept.

## **CHEQUES, ETC. AND EXECUTION OF DOCUMENTS**

47. All cheques, bills of exchange, or other orders for the payment of money or other evidences of indebtedness issued in the name of the Association; and all deeds, transfers, contracts, agreements and engagements shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall be determined from time to time by resolution of the Executive.

#### **FINANCIAL YEAR**

48. Unless otherwise ordered by the Executive, the fiscal year of the Association shall terminate on the 31st day of December in each year.

#### **COMMITTEES OF THE EXECUTIVE**

49. The Executive may from time to time establish such committees as it deems necessary for the effective conduct of the affairs of the Association.

#### **INTERPRETATION**

50. The provisions of this By-law No. 1 of the Association shall prevail over any other By-law enacted by the Association in the event of conflict.

#### **AMENDMENT OF THIS BYLAW**

51. This Bylaw may be amended by a majority of the Directors at a meeting of the Board and sanctioned by an affirmative vote of at least two-thirds of the Members present at a meeting duly called for the purpose of considering the said Bylaw.

#### **DISTRIBUTION OF ASSETS ON WINDING UP OR DISSOLUTION**

52. In the event of the winding up or dissolution of the Association, funds and assets of the Association remaining after satisfaction of its debts and liabilities shall be distributed to legal clinics who are members of the Association at the time of the winding up or dissolution.

#### **CONSTRUCTION**

53. In construing this Bylaw, both the English and the French versions are equally authentic.

## SCHEDULE A

### MEMBER CLINICS, APRIL 4-5, 1997

Aboriginal Legal Services of Toronto  
Advocacy Centre for the Elderly  
Advocacy Resource Centre for the Handicapped  
African Canadian Legal Clinic  
Algoma Community Legal Clinic  
Bloor Information and Legal Services  
Brampton Community Legal Services  
Brant County Community Legal Clinic  
Canadian Environmental Law Association  
Clinique Juridique Grand Nord  
Clinique Juridique Populaire de Prescott et Russell  
Community Legal Education Ontario  
Community Legal Services of Niagara South  
Community Legal Services (Ottawa-Carleton)  
Correctional Law Project  
Downsview Community Legal Services  
Dundurn Community Legal Services  
Durham Community Legal Clinic  
East Toronto Community Legal Services  
Elliot Lake & North Shore Community Legal Clinic  
Flemingdon Community Legal Services  
Georgina Community Legal Services  
Halton Community Legal Services  
Hamilton Mountain Legal & Community Services  
Hastings & Prince Edward Legal Services  
HIV and AIDS Legal Clinic  
Industrial Accident Victims Group of Ontario  
Injured Workers' Consultants  
Jane Finch Community Legal Services  
Justice for Children and Youth  
Keewaytinok Native Legal Services  
Kenora Community Legal Clinic  
Kensington-Bellwoods Community Legal Services  
Kinna-Aweya Legal Clinic  
Lanark County Legal Clinic  
Landlord's Self-Help Centre  
Legal Assistance Kent  
Legal Assistance of Windsor

Manitoulin Legal Clinic  
McQuesten Legal and Community Services  
Metro Toronto Chinese & Southeast Asian Legal Clinic  
Mississauga Community Legal Services  
Muskoka Legal Clinic  
Neighbourhood Legal Services (Toronto)  
Neighbourhood Legal Services (London & Middlesex)  
Niagara North Community Legal Assistance  
Nipissing Community Legal Clinic  
Northumberland Community Legal Centre  
Parkdale Community Legal Services  
Peterborough Community Legal Centre  
Rainy River District Community Legal Clinic  
Renfrew County Legal Clinic  
Rexdale Community Legal Clinic  
Rural Legal Services (North Frontenac)  
Scarborough Community Legal Services  
Simcoe Legal Services Clinic  
Sioux Lookout Community Legal Services  
South Etobicoke Community Legal Services  
South Ottawa Community Legal Services  
Sudbury Community Legal Clinic/Clinique Juridique  
Communautaire de Sudbury  
Toronto Workers' Health & Safety Clinic  
Waterloo Region Community Legal Services  
West End Legal Services  
West Scarborough Community Legal Services  
Willowdale Community Legal Services  
Windsor/Essex Bilingual Legal Clinic  
York Community Services  
Pay Equity Advocacy and Legal Services

## SCHEDULE B

### REGIONAL LISTING OF COMMUNITY LEGAL CLINICS

#### NORTHERN ONTARIO

Algoma Community Legal Clinic	Sault Ste. Marie
Elliot Lake & Northshore Community Legal Clinic	Elliot Lake
Manitoulin Legal Clinic	Manitoulin Island
Lake County Community Legal Clinic	Bracebridge
Nipissing Community Legal Clinic	North Bay
Sudbury Community Legal Clinic/ Clinique Juridique Communautaire de Sudbury	Sudbury
Clinique Juridique Grand Nord	Kapuskasing
Keewaytinok Native Legal Services	Moosonee
Kenora Community Legal Clinic	Kenora
Kinna-aweya Legal Clinic	Thunder Bay
Rainy River District Community Legal Clinic	Fort Frances
Timmins – Temiskaming Community Legal Clinic	Timmins

#### EASTERN ONTARIO

Centre des Services Communautaire de Vanier	Vanier
Clinique Juridique Populaire de Prescott et Russell	Hawkesbury
Clinique Juridique Stormont, Dundas & Glengarry Legal Clinic	Cornwall
Community Legal Clinic – York Region	Keswick
Community Legal Services (Ottawa-Carleton)	Ottawa
Community Legal Services – Simcoe, Haliburton, Kawartha Lakes	Orillia
South Ottawa Community Legal Services	Ottawa
West End Legal Services	Ottawa
Durham Community Legal Clinic	Oshawa
Hastings & Prince Edward Legal Services	Belleville
Kingston Community Legal Clinic	Kingston
Lanark, Leeds & Grenville Legal Clinic	Perth
Northumberland Community Legal Centre	Cobourg
Peterborough Community Legal Centre	Peterborough
Renfrew County Legal Clinic	Renfrew
Rural Legal Services	Sharbot Lake

## **SOUTHWESTERN ONTARIO**

Chatham – Kent Legal Clinic	Chatham
Community Legal Clinic – Brant, Haldimand, Norfolk	Brantford
Community Legal Assistance Sarnia	Sarnia
Community Legal Services of Niagara South	Welland
Dundurn Community Legal Services	Hamilton
Elgin – Oxford Legal Clinic	St. Thomas
Grey – Bruce Community Legal Clinic	Owen Sound
Halton Community Legal Clinic	Georgetown
Hamilton Mountain Legal & Community Services	Hamilton
Huron/Perth Community Legal Clinic	Stratford
Legal Assistance of Windsor	Windsor
Legal Assistance of Guelph and Wellington County	Guelph
McQuesten Legal & Community Services	Hamilton
Mississauga Community Legal Services	Mississauga
Neighbourhood Legal Services (London & Middlesex)	London
Niagara North Community Legal Assistance	St. Catharines
North Peel & Dufferin Community Legal Services	Brampton
Waterloo Region Community Legal Services	Kitchener
Windsor-Essex Bilingual Legal Clinic	Windsor

## **TORONTO**

Centre Medico-Social Communautaire de Toronto	Toronto
Downsview Community Legal Services	Toronto
East Toronto Community Legal Services	Toronto
Flemingdon Community Legal Services	Toronto
Jane Finch Community Legal Services	Toronto
Kensington-Bellwoods Community Legal Services	Toronto
Neighbourhood Legal Services	Toronto
Parkdale Community Legal Services	Toronto
Rexdale Community Legal Clinic	Toronto
Scarborough Community Legal Services	Toronto
South Etobicoke Community Legal Services	Toronto
West Scarborough Community Legal Services	Toronto
West Toronto Community Legal Services	Toronto
Willowdale Community Legal Services	Toronto
York Community Services	Toronto

## **SPECIALTY CLINICS**

Aboriginal Legal Services of Toronto	Toronto
Advocacy Centre for the Elderly	Toronto
Advocacy Centre for Tenants (Ontario)	Toronto
Advocacy Resource Centre for the Handicapped	Toronto
African Canadian Legal Clinic	Toronto
Canadian Environmental Law Association	Toronto
Centre for Spanish-Speaking Peoples	Toronto
Community Legal Education Ontario	Toronto
Correctional Law Project	Kingston
HIV & AIDS Legal Clinic	Toronto
Industrial Accident Victims Group of Ontario	Toronto
Income Security Advocacy Centre	Toronto
Injured Workers' Consultants	Toronto
Justice for Children and Youth	Toronto
Landlord's Self-Help Centre	Toronto
Metro Toronto Chinese & Southeast Asian Legal Clinic	Toronto
Toronto Workers' Health & Safety Legal Clinic	Toronto