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# **SASKATOON IGBO CULTURAL ASSOCIATION (SICA)**

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**CONSTITUTION, 2023**



Adopted on November 19, 2023

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## **PREAMBLE**

### **i. DECLARATION: WHO WE ARE?**

We are the Sons, Daughters, Friends, and Well-wishers of the Igbo people of Nigeria, otherwise known as “Ndi-Igbo,” in Saskatoon, Saskatchewan. We come together with common goals and aspirations, to promote and showcase our cultural heritage, and effectively and positively contribute to the Canadian multicultural mosaic through active participation and involvement in community development activities, events and volunteerism.

### **ii. CITATION**

This is an instrument of Authority and shall be cited as “The 2023 Constitution of SICA,” or “the SICA 2023 Constitution,” hereinafter, “the Constitution”.

### **iii. MOTTO**

Nwanne dị na mba!

## **ARTICLE 1: INTRODUCTION**

### **Section 1.01: THE SUPREMACY OF THE CONSTITUTION**

This Constitution is the policy document (reference guide) that provides legal frameworks for all the activities and engagements of the Association.

### **Section 1.02: NAME AND ADDRESS OF THE ASSOCIATION:**

The name of the Association shall be “Saskatoon Igbo Cultural Association” hereinafter referred to as “SICA” or “the Association.” The principal office of the Association shall be located at the address of the residence of the President of the Association in the City of Saskatoon, Saskatchewan province.

### **Section 1.03: MISSION**

To foster and promote all aspects of the Igbo cultural and secular heritage that would contribute positively to the progress, development, and welfare of our members as well as the community at large, while enhancing the Canadian multicultural mosaic.

### **Section 1.04: RELATIONSHIPS WITH OTHER ASSOCIATIONS**

- (a) SICA recognizes the existence of other associations outside of itself and respects members’ rights to associate with these external associations. Thus, SICA will not interfere with the freedom of individual members to belong to and/or participate in the activities of external associations, provided those associations or groups do not work against the unity of SICA.
- (b) Except for the members of the Executive Committee, under no circumstances whatsoever, shall any member of SICA or group of members of SICA represent the Association, speak on behalf of the Association, or front for the Association externally without prior approval by SICA general assembly of members or by the Executive Committee.

### **Section 1.05: AFFILIATIONS**

SICA reserves the right to affiliate with external organizations or associations as a group, but only with the approval of a simple majority of the membership present at a duly convened general meeting by the President, Secretary, or members of SICA that constitute a quorum as defined by this Constitution of SICA. The Association will affiliate with organizations that have similar aims and objectives within and outside of Canada.

### **Section 1.06: FISCAL YEAR**

The fiscal year of SICA shall commence on January 1<sup>st</sup> and end on December 31<sup>st</sup> of each calendar year.

### **Section 1.07: SPONSORSHIP OF IGBO CONVENTION**

The members of the Association shall contribute towards the sponsoring of any Igbo convention organized by the Association or sponsor the participation of nominees that will represent SICA in any officially invited convention/annual ceremony organized by sister organizations. The amount or the nature of the contribution (levy) shall be determined by the Executive Committee up to a maximum of \$200 per contribution (for cash contributions) and up to a maximum of \$500 per year of total cash contributions.

## **ARTICLE 2: MEMBERSHIP**

### **Section 2.01: MEMBERSHIP PREAMBLE**

- (a) Membership of the Association shall be open to all persons interested in Igbo culture including people of Igbo ancestry, and all other persons who identify with the Igbo culture and are willing to abide by the Constitution of the Association.
- (b) Any person who is at least 18 years of age can apply to become a member of the Association.
- (c) Persons younger than 18 years of age shall assume the membership status of either of their parents at no cost.
- (d) Persons who are full-time students of recognized institutions and hold a valid study visa will be eligible for a 50% discount on membership dues. To avail this benefit, a document confirming their full-time status from the institution may be requested. This discount is applicable only to students who entered Canada as students and continue to be enrolled as students at the time of joining the Association. This discounted membership does not apply to Permanent residents and work permit holders, regardless of their enrolment status at a higher institution.

### **Section 2.02: MEMBERSHIP CATEGORIES**

The following categories of membership shall be recognized:

- a. Member-in-Good-Standing:** This is the highest and most prestigious and privileged membership category of SICA.
  - 1. A Member-in-Good-Standing is a person who has met all financial obligations to the Association up to the previous financial year, including but not limited to the one-time registration fee, all dues, levies, fines, and donations; and who actively participates in the Association's meetings and activities.
  - 2. A member must attend at least 6 meetings in a year to retain the status of "Member-in-Good-Standing." Volunteering for a maximum of 2 SICA activities, which are limited to the SICA Picnic, Igbo Day, and Christmas Party, shall count towards meeting attendance.
  - 3. Any member who will be absent for an extended period of time such that they cannot fulfil the condition set forth in Section 2.02a(2) must send a letter to the executive committee to be considered at the discretion of the executive committee.
  - 4. A member may lose their "Member-in-Good-Standing" status if they fail to meet any of the conditions mentioned in the points above. In such cases, they can regain their status by settling all past unpaid membership dues, levies, fines, and donations, up to a maximum of \$500. Additionally, if there are other conditions not outlined in the above, a member can formally submit a written request for consideration.
  - 5. A Member-in-Good-Standing, including a person who has just regained their status of "Member-in-Good-Standing," immediately becomes entitled to all the

membership privileges as outlined in Appendix A.01 of this Constitution, unless they are under a probationary period as described in Appendix A.04(II).

6. Members-in-Good-Standing have voting rights to elect Executive Committee Members and can be voted for.
7. A Member-in-Good-Standing can move motions or second them.

**b. Registered Member:**

1. A person who has not satisfied the requirements of a Member-in-Good-Standing but has paid the one-time SICA membership registration fee shall be categorized as a “Registered Member”.
2. A member shall be moved from the status of “Member-in-Good-Standing” to the status of “Registered Member” if they have not paid their annual membership dues by the sixth (6th) month after the due date.
3. Members in this category only have voting rights and can be voted for but shall NOT be given any other membership privileges whatsoever, such as those given to Members-in-Good-Standing as outlined in Appendix A.01 of this Constitution.
4. The Executive Committee of the Association shall put out announcements regarding the weddings, childbirth ceremonies, the death of a family member, graduation ceremonies, etc. of a Registered Member if the member duly informs them of the same. However, NO member of the Executive Committee shall attend such events in any official capacity or send official delegates to attend the same.

**c. Observer:**

1. A person who has not satisfied either of the above membership categories but attends meetings and/or joins the Association’s social media platforms shall be categorized as an “Observer.”
2. Persons in this category do not have any voting rights, cannot move motions or second them, and will not be given any membership privileges whatsoever, such as those given to Members-in-Good-Standing as outlined in Appendix A.01 of this Constitution.
3. The Executive Committee of the Association shall NOT put out any announcements regarding the weddings, childbirth ceremonies, the death of a family member, graduation ceremonies, etc. of an Observer even if the person duly informs them of the same. And NO member of the Executive Committee shall attend such events in any official capacity or send official delegates to attend the same.

**Section 2.03: CLAUSES FOR MEMBERSHIP**

For the categories of membership listed in (a) and (b) above, the following shall apply:

- (a) Any member who fails to abide by the rules outlined in this Constitution shall be sanctioned accordingly at the discretion of the Executive Committee based on the

recommendation of the appointed disciplinary committee.

- (b) Whatever the recommendation of the disciplinary committee against any member, the affected member will be notified in writing specifying the alleged violation and asked to respond within 30 days of the notice.
- (c) Annual membership dues shall not include other dues or contributions for the Association's annual events such as picnics, Igbo Day, Christmas Party, etc. However, personal donations will be accepted for such events from the member categories listed above.

#### **Section 2.04: WITHDRAWAL OF MEMBERSHIP**

- (a) A Member may withdraw by tendering his/her withdrawal in writing to the Secretary or the President.
- (b) The resignation shall NOT come into effect until such resignation/withdrawal has been presented and discussed at a General Meeting or tabled during any meeting duly convened by either the President or the Secretary and with a quorum as described in Section 7.03 of this Constitution.

#### **Section 2.05: SUSPENSION/EXPULSION OF A MEMBER**

- (a) Suspension or expulsion shall occur when a member violates the Constitution, or in any case, where the action of the member causes harm to the Association or its members. Recommendations for such expulsion or suspension shall be made by the Reconciliation Committee (or any committee set up for such) to the Advisory Council for final approval. Expulsion or suspension shall not be lifted until a review of the situation has been made by the Advisory Council and approved by the membership.
- (b) No member shall be expelled or suspended without prior notification of the charge or complaint against him/her, or without being allowed to be heard by the Reconciliation Committee. At least a seven-day written notice shall be given to the member by the Committee to attend such a hearing.
- (c) Acts or omissions which shall warrant expulsion from the Association include but are not limited to conducts unbecoming of a member against the Association. Such conducts or acts shall include but not be limited to financial fraud, unsubstantiated character assassination and other such serious breaches of the law of the land that attracts criminal offence designation.
- (d) A suspended member shall retain all their membership privileges except the right to vote or be voted for, and the right to move or second a motion.
- (e) An expelled member loses all their membership rights/privileges.

#### **Section 2.06: GRIEVANCES**

- (a) Any member aggrieved, for any reason, by the decision of the Reconciliation Committee shall



have the right and be allowed to appeal to the Executive Committee and/or the Advisory Council for a review within 30 days of such decision.

(b) Any member who has grievances against another member shall have the right and be allowed to seek redress by presenting the case to SICA through the Executive Committee and/or the Advisory Council who in turn, at its discretion, refer the matter to the Reconciliation Committee. The Executive Committee and/or Advisory Council shall review the matter within 30 days and make every effort to resolve the matter quickly.

### **Section 2.07: RETURNING MEMBERS/RESTORATION OF MEMBERSHIP**

A member who has previously lost his/her membership as a result of resignation, withdrawal, expulsion or otherwise, may be readmitted under the following conditions:

- (a) Any member loses their membership status as a result of resignation, withdrawal, expulsion or otherwise and wishes to return **within** 24 months of the loss of their membership shall pay a fresh registration fee as well as ALL their outstanding membership dues, levies, fines and donations which they accumulated **before** the loss of their membership status up to a maximum of \$500.
- (b) Any member who withdraws his/her membership and wishes to return **after** 24 months since the loss of their membership shall pay a fresh registration fee. However, their return must be approved by a simple majority at a General Meeting. Their membership restoration shall be denied if such approval falls through. The Association shall NOT refund their registration fee.

## **ARTICLE 3: ORGANIZATIONAL STRUCTURE**

### **Section 3.01 STRUCTURE**

- (a) The organizational structure of the Association shall consist of the Executive Committee, the Advisory Council, the Women's Leadership, Standing Committees and Ad hoc Committees.
- (b) The Women's Leadership shall be elected by the women's wing of the Association according to their by-laws and is not included in the scope of this Constitution.

### **Section 3.02: BOARD OF DIRECTORS**

- (a) The Board of Directors of the Association shall be entirely made up of the members of the Executive Committee.
- (b) The Board of Directors shall be responsible for making and carrying out legal decisions on behalf of the Association.

### **Section 3.03: EXECUTIVE COMMITTEE**

The Executive Committee shall be responsible for the day-to-day running of the affairs of the Association. It shall be made up of the following officers: President, Vice President, Secretary, Treasurer, Director of Finance, Director of Public Relations, Director of Socials, Assistant Director of Socials, Director of Welfare and Humanitarian Affairs, Assistant Director of Welfare and Humanitarian Affairs, and Women Leader.

See Article 4 for the complete list of duties, powers and election process of the Executive Committee.

### **Section 3.04: ADVISORY COUNCIL**

- (a) The Advisory Council shall be the arm of the Association that provides official advice to the Executive Committee.
- (b) The Executive Committee shall have the liberty to use the advice received from the Advisory Council as they deem fit.

#### **Section 3.04.1: ADVISORY COUNCIL MAKEUP**

- (a) The Advisory Council shall consist of at least five (5) members who shall be duly elected by the general membership.
- (b) The membership of the Advisory Council must include at least two (2) women to encourage equity, diversity, and inclusion.
- (c) Membership of the Advisory Council shall be by selection carried out by the Executive Committee and ratified by the general house at a duly convened meeting.
- (d) Members of the Advisory Council shall be referred to as councillors.
- (e) Each councillor shall serve in the Advisory Council for five (5) years, after which they

can be replaced by the Executive Committee or presented again to the general house for re-ratification.

- (f) The ratification or re-ratification of a selected person to the membership of the Advisory Council shall be carried by a simple majority.
- (g) The Advisory Council may invite any member of the Executive Committee (past or present), to offer some advice or perspective on a matter.
- (h) Members of the Advisory Council shall choose a Chairperson and Secretary, who will direct the activities of the Advisory Council.

#### **Section 3.04.2: ADVISORY COUNCIL DUTIES**

- (a) The Advisory Council shall meet at such times and in such places as it deems fit.
- (b) The presence of a simple majority is sufficient to constitute a quorum for the meeting of the Advisory Council.
- (c) The Advisory Council shall present a formal written report to the membership at the end-of-year meeting.
- (d) The Advisory Council shall audit the accounts of the Association anytime if necessary. The reports of such audits shall be delivered to the general membership within three months. The general membership may request an independent audit if deemed necessary.
- (e) In addition to providing advice to the Executive Committee, the Advisory Council shall assist the Executive Committee with developing key programs in the areas of culture, community development, membership privileges, fundraising, and any other area necessary to achieve the goals of the Association, whenever the Executive Committee requests for such assistance.

#### **Section 3.04.3: DISCONTINUATION OF THE ADVISORY COUNCIL**

- (a) A member of the Advisory Council can resign their position by tendering, in writing, a letter of resignation addressed to the chairperson or the secretary of the Advisory Council and shall copy the same to the Executive Committee through the secretary of the Association. The Executive Committee shall then present the request to the general membership, and, upon approval, the individual shall hand over the documents and materials of the association or materials in their possession to the chairperson or the secretary of the Advisory Council. The vacancy so created shall be filled within two months by the usual election process.
- (b) Any Advisory Council member shall be removed from office for any justifiable cause, including but not limited to non-performance, provided that there is a motion for his/her removal raised by other councillors and approved by a 2/3 majority vote of eligible voting members at any general meeting.

#### **Section 3.05: STANDING COMMITTEES**

Standing Committees are considered necessary for the fulfillment of the objectives of the Association. Such committees are to address specific issues under their terms of reference which shall be spelt out in writing by each Standing Committee, subject to approval by the Executive Committee.

Some examples of the Standing Committees of the Association and their mandates include but are not limited to the

- (a) **Reconciliation Committee:** to reconcile disputes that members bring to the association
- (b) **Technology Committee:** to apply creative technology solutions to SICA's needs; to organize workshops for specific computer literacy skills
- (c) **Special Events Committee:** to plan and organize SICA's special events such as our annual picnic, Igbo Day, and Christmas party
- (d) **Youth Engagement Committee:** to engage with the Igbo students at the various higher institutions in Saskatoon; to introduce SICA to them and try to bring them into the association
- (e) **Education & Culture Committee:** to oversee the operations of the Igbo school
- (f) **Humanitarian Committee:** to cater to the financial needs of our members; also in charge of organizing hosts for SICA meetings
- (g) **SICA Rebranding Committee:** redefining SICA and making it more attractive to Igbos who are not yet a part of SICA; also in charge of finding ways to make SICA relevant among other tribes/races and to be popular in our city
- (h) **Sports Committee:** to plan and organize regular sports events for SICA.
- (i) **Fundraising Committee:** brainstorming creative ways to raise money for the association as well as creating strategic partnerships with organizations/companies/businesses both in the public and private sectors

These mandates can be modified, and other Standing Committees created as the Association or Executive Committee deems fit.

### **Section 3.06: AD HOC COMMITTEES**

Such committees are to address specific issues under their terms of reference, which shall be spelt out in writing by each Ad hoc Committee, subject to approval by the Executive Committee.

Some examples of the Ad hoc Committees of the Association and their mandates include but are not limited to the

- (a) **Constitutional Review Committee:** to review the SICA Constitution and propose an amendment.
- (b) **Electoral Committee:** to plan the election of members into office.

These mandates can be modified, and other Ad hoc Committees created as the Association or Executive Committee deems fit.

### **Section 3.07: METHODS OF ASSUMPTION OF OFFICE**

#### **Section 3.07.1: Executive Committee and Advisory Council**

Members of the Executive Committee and the Advisory Council shall be elected by the general membership following the applicable provisions of the Constitution.

#### **Section 3.07.2: Standing Committees**

- (i) The incumbent Executive Committee shall appoint members to the Standing Committees with the approval of the membership within two months of their assumption of duty.
- (ii) Standing Committees shall remain in force for the entire tenure of each Executive Committee unless dissolved by the membership upon the recommendation of the Executive Committee

#### **Section 3.07.3: Ad hoc Committees**

- (i) The incumbent Executive Committee shall appoint members to the Ad hoc Committees as the need arises with the approval of the membership.
- (ii) Ad hoc Committees shall remain automatically dissolved after the execution of their terms of reference unless dissolved earlier by the membership upon the recommendation of the Executive Committee.

## ARTICLE 4: THE EXECUTIVE COMMITTEE

### Section 4.01: EXECUTIVE COMMITTEE POWERS

- (a) The Executive Committee shall manage the day-to-day activities of the Association, interpret and enforce the provisions of the Constitution and appoint members of the Standing and Ad hoc Committees for ratification by the general membership during a duly convened meeting of SICA.

### Section 4.02: ELECTION AND REMOVAL OF AN EXECUTIVE COMMITTEE MEMBER

- (a) Each member of the Executive Committee shall be elected to hold office for a two-year tenure.
- (b) The Association shall hold elections electronically using secure secret balloting platforms.
- (c) Members of the Executive Committee shall be eligible for re-election, regardless of how many times they have served.
- (d) The election shall be held before the end-of-year meeting in November of the second year of the tenure of the incumbent Executive Committee.
- (e) An Electoral Committee shall be set up in the May General Meeting and voted in by a simple majority to oversee the election.
- (f) The duties of the Electoral Committee shall end with the election of the new Executive Committee members.
- (g) All contestants for the position of President shall have the option to present a brief manifesto before the day of the election.
- (h) Only **Registered Members** and **Members-in-Good-Standing** are **eligible voting members** and can be nominated for an office including the Executive Committee, Advisory Council, and Electoral Committee positions.
- (i) The nomination of a prospective candidate for an Executive Committee position shall be supported by at least one other eligible voting member.
- (j) The results of the election shall be declared at the end-of-year meeting.
- (k) After an election, and **before** the Annual General Meeting in January, the outgoing Executive Committee shall schedule a mutually agreeable date and time with the incoming Executive Committee for a formal handover of the Association's books, finances and other assets as well as give them a proper orientation of the day-to-day operations of the Association.
- (l) The outgoing and incoming signatories of the Association shall schedule an appointment with the Association's financial institution(s) to effect a change of signatories.
- (m) The Executive Committee shall be dissolved at the Annual General Meeting in January by a motion from the floor of the house before the official Oath of Office is administered to the newly elected (incoming) Executive Committee.

- (n) A member of the Executive Committee may resign upon tendering a letter of resignation to the President or Secretary. The Executive Committee will consider the request; forward the same to the Advisory Council which will recommend a course of action to be approved by the general membership. The resignation shall not take effect until this due process has been completed, and then only after ALL documents and/or materials belonging to the Association in the individual's possession have been duly handed over to the President or the Secretary or the Advisory Council.
- (o) All pending and/or outstanding expenses before and during an election shall be communicated to the incoming President and/or the Secretary immediately after an election.
- (p) For any justifiable reason, including but not limited to, non-performance of his/her official duties, the Association may remove any member of the Executive Committee from office, via a decision reached by a 2/3 majority at a duly constituted general meeting. This process shall commence with a motion from any eligible voting member.

#### **Section 4.03: EXECUTIVE COMMITTEE MEETINGS**

- (a) Executive Committee meetings shall be held at least once a month, and before the monthly general meeting at such times and at such places as deemed necessary.
- (b) Notice of Executive Committee meetings shall be communicated to each member of the Executive Committee not less than seven (7) days before the meeting is to take place.
- (c) An Emergency meeting of the Executive Committee may be held at any time with a formal notice served to members. The presence of (5) five members of the Executive Committee (including the President or Vice President) shall constitute a quorum for such meetings.
- (d) A simple majority vote of the Executive Committee shall carry for decisions where there is no consensus.

#### **Section 4.04: DUTIES OF THE EXECUTIVE COMMITTEE MEMBERS**

##### **(a) The President**

- (1) Shall call and preside over all meetings of the members of the Association and the Executive Committee.
- (2) Shall have the powers to call to order and table any discussion at all meetings.
- (3) Shall be the tiebreaker at all meetings except where the Constitution says otherwise.
- (4) Shall be charged with the general management and supervision of the affairs and operation of the Association including approval of all expenses.
- (5) Shall sign all resolutions and certificates on behalf of the Association, along with any other officer appointed for that purpose.
- (6) Shall recommend to the Executive Committee for their consideration, an individual(s) from amongst the general membership in good standing, for special assignments or awards as may be deemed necessary from time to time.

- (7) Shall be an ex-officio member of all committees within the Association.
- (8) Shall present a report of the Association's activities at the Annual General Meeting.
- (9) Shall approve and co-sign all cheques and disbursements of all funds of the Association.

**(b) The Vice President**

- (1) In the absence of the President or at the delegation of the President, the vice President shall preside and undertake all the duties of the President.
- (2) Shall assume and hold temporarily any one Executive Committee position that is vacant due to resignation, absence or non-performance until the return of the affected officer or election is held to fill the position.

**(c) The Secretary**

- (1) The Secretary shall be responsible for maintaining and keeping the charge of the minute books of the Association and shall record or cause to be recorded therein the minutes of proceedings of all Executive Committee meetings and General Meetings.
- (2) The Secretary shall keep or cause to be kept a book wherein shall be properly recorded:
  - i. A copy of the Constitution, and any resolution altering or adding thereto,
  - ii. Copies or originals of all documents, registers and resolutions as required by the Constitution.
- (3) Shall be responsible for all required stationery supplies, printing and distribution of the Constitution.
- (4) Shall assume the role of the President in the absence of both the President and the Vice President.
- (5) Shall administer the official correspondence of the Association under the direction of the Executive Committee.
- (6) Shall keep a record of all members of the Association, along with their addresses, telephone numbers, and e-mail addresses.
- (7) Shall be responsible for receiving all written notices of motion and the proper distribution of same.
- (8) Shall co-sign, as required all resolutions and correspondences along with the President.
- (9) Shall keep records of and update the Association's inventory and property as well as who is keeping what.



(10) Shall keep in custody, the Seal of the Association, which seal whenever 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.

(11) The Secretary shall update and maintain the register of the Council of Elders.

**(d) The Treasurer**

(1) The Treasurer shall keep custody of the Association's chequebooks, ledgers and any other necessary documents relating to the receipt and disbursement of the Association's finances.

(2) Shall deposit all monies or other valuable effects of the Association in such bank or banks as may from time to time be designated by the Association within 7 days of receipt.

(3) Shall disburse all monies according to the directions of the president in writing.

(4) The Treasurer, in conjunction with the Director of Finance, shall present a written annual financial report at the Annual General Meeting as well as interim reports when requested for and at each meeting of the Association throughout the year. A copy of each financial report shall be submitted to the Secretary for the records.

(5) The Treasurer shall co-sign all cheques or fund disbursements on behalf of the Association, except when he or she is the direct beneficiary of such funds.

**(e) The Director of Finance**

(1) Shall keep in good order all the financial documents and records of the Association.

(2) Shall maintain an up-to-date record of members and fees paid or owing.

(3) Shall maintain a proper record of all financial transactions of the Association.

(4) Shall prepare and present quarterly financial summary including an update on members' financial standings.

(5) Shall prepare, in consultation with the Treasurer, annual financial statements and reports and present such reports at the Annual General Meeting.

**(f) The Director of Public Relations**

(1) The Director of Public Relations shall be responsible for promoting the Association and for issuing all press releases, notices and other information to the public and appropriate media. He/she shall be responsible for the coordination of all external representations of the Association.

(2) Shall be responsible for all promotional material and shall be accountable for such property.

(3) The Director of Public relations shall chair the Web & Technology Committee.

**(g) The Director of Socials**

- (1) Shall be responsible for the social programs of the Association and shall provide advice on social issues to the Executive Committee or to other Committees set up to arrange social activities or projects.
- (2) The Director of Social and Youth Activities, together with the Director of Public Relations shall organize activities to ensure SICA's participation at appropriate cultural festivals or exhibitions.
- (3) Shall be the chair of the Social Committee when such is formed as a Standing Committee.
- (4) Shall be accountable for all the Association's cultural properties, including masquerades, etc., except where culture and tradition demand otherwise.
- (5) Shall coordinate all the Association's youth activities and programs.

**(h) The Assistant Director of Socials**

- (1) The Assistant Director of Socials shall work with, act or undertake all the duties of the Director of Socials in the absence of the Director of Socials or at the direction of the Director of Socials.

**(i) The Director of Welfare and Humanitarian Affairs**

- (1) The Director of Humanitarian Affairs shall liaise with members and ensure that every member of SICA receives the appropriate membership privileges.
- (2) Shall be the Chairperson of the Humanitarian Committee, when such a Committee is established as a Standing Committee.
- (3) Act as the main contact person with SICA members who may require assistance from the Association.

**(j) The Assistant Director of Welfare and Humanitarian Affairs**

- (1) The Assistant Director of Welfare and Humanitarian Affairs shall work with, act or undertake all the duties of the Director of Welfare and Humanitarian Affairs in the absence of the Director of Welfare and Humanitarian Affairs or at the direction of the Director of Welfare and Humanitarian Affairs.

**(k) The Women Leader**

- (1) Shall represent the voice and interests of SICA women on the Executive Committee.

## **ARTICLE 5: SIGNATORIES TO THE ASSOCIATION'S ACCOUNT**

- (a) The following shall be the signatories to the Association's bank account(s): the President, the Vice President, the Treasurer and the Secretary.
- (b) A married couple shall not both be signatories to the Association's bank account at the same time to promote transparency.

## **ARTICLE 6: CORE PROGRAMS OF SICA**

### **Section 6.01: THE CORE PROGRAMS**

The core programs of SICA may include Igbo Day, picnics, Christmas parties, scholarship awards, youth programs, language and cultural programs, community development programs, and volunteerism, among others.

### **Section 6.02: AWARDS AND SCHOLARSHIPS**

SICA may recognize individual members, members' children and other selected individuals in the community for excellence in Academics, Sports and the Arts, and volunteerism via an award, scholarship or funding. The Education and Culture committee shall work out the modalities for such awards each year and send recommendations to the Executive Committee and the general membership for consideration.

### **SECTION 6.03: RECORDS OF AWARDS**

The Executive Committee must keep a public record of any awards and the recipients for auditing and evaluation purposes.

### **Section 6.04: COMMUNITY DEVELOPMENT AND VOLUNTEERISM**

SICA may continue to carry out volunteer activities at selected community agencies, charitable donations and food drives for the food banks as decided by the Executive Committee or general membership.

### **Section 6.05: SPORTS AND RECREATIONAL PROGRAMS**

- (a) It is recommended that the Association organize family recreation days, with appropriate sporting events, during the summer and winter.
- (b) Fun trips should be arranged or facilitated, whereby willing members contribute and undertake such trips at little or no expense to SICA.
- (c) Teams could be formed at a competitive level to compete in sporting events in and around Saskatoon and even beyond.

### **Section 6.06: IGBO LANGUAGE AND CULTURE STUDIES**

- (a) Through the Education Committee, SICA may organize the teaching of Igbo language and culture, especially to members, their children or spouses and any other interested parties.
- (c) The teachers and facilitators for the teaching of the Igbo language and Culture shall be recognized with honoraria.
- (d) Honoraria shall be as approved by the general membership, following proposals by the Executive Committee, based on modalities recommended by the Education and Culture Committee.

## **Section 6.07: SOURCES OF FUNDS**

Annual dues contributions, membership registration fees, voluntary donations from members, and other fundraising activities as may be deemed necessary and appropriate by the membership shall constitute major sources of funds for the Association.

### **I. Annual Dues**

- (a) Annual dues shall run from January to December and shall be renewed by January 31st of any given year.
- (b) The amount for annual dues shall only be reviewed and/or amended at the end-of-year meeting. Therefore, annual dues can only be reviewed and/or amended once a year, except by a special motion from a member of the Executive Committee, at a special meeting duly convened as stipulated in the SICA Constitution.
- (c) If a special meeting is duly convened, and a special motion to review and/or amend the annual dues is raised, that motion can only be seconded by another member of the Executive Committee, a member of the Advisory Council, or a member of the Women Leadership before a discussion on the motion commences.
- (d) Any member can raise a motion for the annual dues to be reviewed and/or amended at the end-of-year meeting. However, that motion must be seconded by an eligible voting member before a discussion on the motion commences.
- (e) The motion to review and/or amend the annual dues shall only pass by a 2/3 majority vote of eligible voting members present at the meeting, provided that number is greater than or equal to 50% of the total Members-in-Good-Standing.

### **II. Membership Registration Fees**

- (a) The Association shall have a one-time membership registration fee for all new members.
- (b) Paying the one-time membership registration fee converts the registrant from the status of "Observer" to "Registered Member."
- (c) The "Registered Member" status does not grant a member access to all SICA's membership privileges outlined in Appendix A.01. SICA's membership privileges are reserved ONLY for Members-in-Good-Standing.
- (d) The procedure for reviewing and/or amending the registration fee shall follow the same procedure for reviewing the annual dues.

## **Section 6.08: SICA ANNUAL EVENTS**

### **Recommended Annual Events:**

- (a) Igbo Day celebration and New Yam Festival
- (b) "Oku Umunna" (SICA Picnic)
- (c) Appreciation/ Christmas/ Children's Party

Dates for these annual events shall be recommended by the Executive Committee and approved by the general membership within two months of the assumption of duties by any incumbent Executive Committee.

## ARTICLE 7: MEETINGS OF THE ASSOCIATION

### Section 7.01: THE MEETINGS

- (a) The Association's **General Meetings** (also called **ordinary general meetings**) shall be held on the 3<sup>rd</sup> Sunday of every month, excluding December and the month of the Association's picnic and/or Igbo Day.
- (b) The Executive Committee shall decide each meeting's venue.
- (c) **The End-of-Year Meeting** shall be held in **November**. In an election year, the main purpose of this meeting shall be to elect new Executive Committee members or Advisory Council members.
- (d) **The Annual General Meeting (AGM)** shall be held in January. When applicable, newly elected officials of SICA shall be formally sworn-in and effectively assume office at this meeting.
- (e) The President shall, upon receipt of a written petition signed by one-third of the eligible voting members, stating the reason for requesting such a meeting, call a **Special Meeting** within two weeks.
- (f) Should the President refuse to convene the special meeting within two weeks of the request being delivered to him, the request shall be made to the Advisory Council to convene such a meeting.
- (g) The Executive Committee, through the President, may convene an **Emergency Meeting** whenever they deem such necessary.

### Section 7.02: NOTICE FOR END OF YEAR, AGM, EMERGENCY, AND SPECIAL MEETINGS

- (a) Unless otherwise specified elsewhere in this Constitution, a 14-day notice shall be given to all members by the Secretary or other person or persons designated for that purpose, before the End-of-Year Meeting, Annual General Meeting or Special Meeting of the Association.
- (b) Such notice may be given by phone, e-mail or ordinary mail delivered to the address which appears in the most up-to-date membership register.
- (c) Every member must notify the Secretary of any changes in their residential, mailing or e-mail addresses as well as changes to telephone and fax numbers.

### Section 7.03: QUORUM DURING MEETINGS

- (a) The President or Vice President, the Secretary or anyone authorized by the President or Secretary to act as the Secretary, and any five (5) of the eligible voting members shall constitute a quorum at an ordinary general meeting, except if this particular provision is overruled by 2/3 of those who are present. However, if this provision is overruled by 2/3 of those present, decisions which are binding on the Association must not be taken until a quorum is reached. Otherwise, the meeting must be adjourned.

- (b) 2/3 of the eligible voting members including the President or Vice President and Secretary or anyone authorized by the President or Secretary to act as the Secretary shall constitute a quorum at a special meeting for other purposes including changing or amendment of the Constitution.

#### **Section 7.04: VOTING DURING MEETINGS**

- (a) Only eligible voting members are entitled to vote at ALL meetings.
- (b) Each eligible voting member shall be entitled to one vote.
- (c) At meetings, every decision shall be carried by a simple majority of the votes cast, unless otherwise required by other sections of the Constitution of the Association.
- (d) Every decision shall be confirmed through a vote by a show of hands and declaration by the Chairperson that a resolution has been carried or defeated, along with any entry to that effect in the minutes and with a record of votes accorded in favour of, or against such resolution.
- (e) Generally, the only time that secret ballots may be used is for the election of members of the Executive Committee or Advisory Council. In the event of a tie in the votes cast at secret ballots, votes shall be recast and continue to be recast until a winner emerges.
- (f) In the event of a tie in the votes cast during a meeting, a secret ballot shall be used. If the tie remains after the secret balloting, the Chairperson of the meeting shall cast the tie-breaking vote.

#### **Section 7.05: ADJOURNMENT OF MEETINGS**

- (a) Any meeting may be adjourned once the regular business of the day has been completed or rescheduled to another time and /or place at which the original business may be continued.
- (b) A motion for adjournment shall be supported by at least one other member. A simple majority vote of the members present is required to pass the motion.



## **ARTICLE 8: CONTROLS AND INSPECTIONS OF SICA BOOKS**

### **Section 8.01: FINANCIAL AND ASSET CONTROL**

- (a) All Deeds, Transfers, Licenses, Contracts and Engagements, or Cheques, on behalf of the Association, shall be signed by the President, the Treasurer and /or Secretary.
- (b) None of the signatories shall sign a cheque or contract to the direct benefit of himself/herself or a person or establishment to which he/she is affiliated.
- (c) To carry out its objectives, the Association may raise, borrow, or secure funds in such a legal manner as it deems fit; this power shall be exercised only under the authority of the Association by way of an appropriate resolution placed before the General membership and approved by a majority vote.
- (d) All property acquired with the funds of the Association shall become the property of the collective membership and shall accordingly be used only for their collective benefits and enjoyment.
- (e) The Executive Committee may approve the disbursement of funds up to \$1000. The general membership or, in the event of an emergency, the Advisory Council must approve any disbursement above this amount.
- (f) Except for approved expenses for the facilitation/teaching of SICA Language and cultural study programs or for approved honoraria, no member of the Association shall receive remuneration for duties performed on behalf of the Association. The expenses or honoraria shall be subject to Section 8.01(e) above.
- (g) A member is entitled to reimbursement for any reasonable personal expenses incurred in the rendering of service to the Association or for any receipted purchase made for and on behalf of the Association. Prior approval for such expenditure must be obtained from the President.

### **Section 8.02: INSPECTION OF BOOKS AND RECORDS**

- (a) All books and records of the Association shall be available for inspection by any Member-in-Good-Standing during a general meeting.
- (b) Inspection of the books and records may also be done at any time during the year by any Member-in-Good-Standing provided that a written notice is given to the Secretary seven (7) days prior.
- (c) Each member of the Executive Committee shall upon request, during a general or Executive Committee meeting, have access to inspect any books and records of the Association.
- (d) The books, accounts and records of the Secretary, Director of Finance, and Treasurer shall be audited at least once each year by the Advisory Council if necessary or by an auditor appointed by the Trustees and approved by the membership for the purpose.
- (e) Complete and proper financial statement of the Association for the previous year shall be presented to the membership at the Annual General Meeting of the Association.

## **ARTICLE 9: AMENDMENT TO THE CONSTITUTION**

### **Section 9.01: MOTION REQUIREMENT**

- (a) This Constitution shall not be suspended, altered, or added to except by special resolution of the general membership.
- (b) A notice period of twenty-one (21) days, specifying the intention to propose a motion for such a resolution must have been given to members.

### **Section 9.02: VOTING REQUIREMENT**

- (a) For the special resolution to suspend, alter, or add to this Constitution to pass, it shall need the votes of not less than  $2/3$  of the eligible voting members who are present in person at a duly convened meeting.

### **Section 9.03: DISSOLUTION**

- (a) The decision to dissolve the Association shall be made by a referendum on the recommendation of the Advisory Council.
- (b) The referendum shall pass only by a unanimous decision of the eligible voting members. This means that 100% of the eligible voting members must vote in favour of dissolution for the referendum to succeed.
- (c) The Association shall set up a special committee to oversee the winding up of the Association and disposal of all its assets. Proceeds from the sale of these assets will be used to pay off all debts and liabilities. All remaining funds and assets will be donated to a charitable organization to be chosen by the special committee.

## APPENDIX A

### Appendix A.01: MEMBERSHIP PRIVILEGES

Considering that membership privileges are subject to potentially more frequent changes than other provisions contained herein, it was adopted that the benefits be appended hereto. This appendix on its own could be separately amended as and when deemed necessary by the membership, following the provisions of special motions as defined herein later. Such legitimate amendments, unless otherwise specified, shall have the full force of the rest of the Constitution.

Every adult member of SICA in good standing shall be entitled to the following privileges. However, if the concerned member has not paid their due for the current financial year, they shall receive their monetary privilege less the due balance owed for the current financial year. It is important to note that these privileges are only a means of support to the member concerned and their family, and not intended to replace the said member's personal insurance or to cover all costs associated with the expenses the concerned member or their family accrues. These privileges do not apply to the underage kids of the eligible member because they are only members by extension of their parent(s).

The Broad categories of these privileges include:

#### I. Marriage Ceremonies

When a MEMBER-IN-GOOD-STANDING has a marriage ceremony, the Association, through the Director of Welfare and Humanitarian Affairs, shall present the member with a one-time monetary gift of \$300 and a congratulatory card. This shall be given only once to a person in their lifetime upon reception of the invitation or notice of wedding, irrespective of whether the wedding is a traditional wedding, church wedding, court wedding, or any other wedding. If this is not the person's first marriage, they shall receive this privilege only if they had not received it before. The money shall be taken from the Association's purse. This shall not be conferred doubly in the case where the couple are both members-in-good-standing.

#### II. Childbirth Celebration

Each time a new baby is born to the family of a MEMBER(S)-IN-GOOD-STANDING, the Association, through the Director of Welfare and Humanitarian Affairs, shall present the family with a monetary gift of \$100 and an appropriate congratulatory card. There shall be no limit to the number of kids for which an eligible member can receive this privilege. The money shall be taken from the Association purse. This shall not be conferred doubly in the case where both parents are members-in-good-standing.

#### III. Bereavements

##### (a) Death of a Member (Levies)

- (1) If a MEMBER-IN-GOOD-STANDING dies, the Association, through the Humanitarian Committee or any committee set up for such purposes, shall pay a condolence visit to the member's family or next-of-kin, presenting the family or next-of-kin with a monetary gift of \$3,000, and the money shall be realized

through levies, and the difference shall be removed from or deposited into the Association's purse. This shall not be conferred doubly in the case where a member-in-good-standing and their spouse are both deceased within the space of six (6) months.

- (2) In coordination with the bereaved family, SICA members, under the guidance of the Director of Welfare and Humanitarian Affairs, shall provide a carton of wine to support the bereaved family.
- (3) The bereaved family shall be responsible for organizing a service of songs for their family if they wish to. Should the family request SICA's support, SICA shall support the family by putting out the announcements for the service of songs through the Director of Welfare and Humanitarian Affairs, and the executive team shall send a delegation to the service of songs.

**(b) Death of a Child**

- (1) If the child of a MEMBER-IN-GOOD-STANDING dies, the Association, through the Director of Welfare and Humanitarian Affairs, shall pay a condolence visit with a gift of \$1,000 taken from the Association's purse and a Condolence card. This shall not be conferred doubly in the case where both parents are members-in-good-standing.
- (2) The bereaved family shall be responsible for organizing a service of songs for their family if they wish to. Should the family request SICA's support, SICA shall support the family by putting out the announcements for the service of songs through the Director of Welfare and Humanitarian Affairs, and the executive team shall send a delegation to the service of songs.

**(c) Spousal Bereavements**

- (1) If the spouse of a MEMBER-IN-GOOD-STANDING dies, the bereavement benefits applicable shall be as that of the death of a Member-in-Good-Standing and shall not be conferred doubly.
- (2) If the dead spouse is NOT a Member-in-Good-Standing, \$500 shall be given to the family.

**(d) Death of a Father/Mother**

- (1) If the father or mother of a MEMBER-IN-GOOD-STANDING dies, the Association, through the Director of Welfare and Humanitarian Affairs, shall pay a condolence visit with a gift of \$1,000 from the Association's purse and a Condolence card. This shall be conferred separately in the case where a married couple who are members-in-good-standing each lose a parent.
- (2) The bereaved family shall be responsible for organizing a service of songs for their family if they wish to. Should the family request SICA's support, SICA shall support the family by putting out the announcements for the service of songs through the Director of Welfare and Humanitarian Affairs, and the executive team shall send a delegation to the service of songs.

**(e) Initial Contact**

In addition to the above, it is recommended that as soon as the news of bereavement is received, the Director of Humanitarian Services should be informed immediately. It will be his/her responsibility to coordinate the immediate visit to the family by the Humanitarian Committee, first for moral support and subsequently for logistics around how and when the Association would pay an official condolence visit and /or participate in the funeral ceremony.

**IV. Miscellaneous**

- (a) In the case of any unforeseen condition not covered by Appendix A.01, the general membership, by a simple majority at a duly convened meeting, shall vote to decide what amount to give to the family.
- (b) If, at any time, the Association runs out of money, it shall revert to the collection of levies to finance member benefits. The Executive Committee shall decide how to go about such collection with suggestions from the Advisory Council and Women Leadership.

**Appendix A.02: ACADEMIC AND SCHOOL PROGRAMS**

- I. The Education & Culture Committee shall organize the teaching of Igbo language and Culture, especially to members' children, non-Igbo speaking members and spouses, as well as other interested parties.
- II. The Association should encourage and promote the teaching and awareness of the Igbo language and culture through every appropriate channel and institution.

**Appendix A.03: AWARDS AND SCHOLARSHIPS**

- I. The Association, through the Education & Culture Committee, may encourage, recognize and reward excellence in academics and sports by members and their children.
- II. Members' children with outstanding performance in Academics and/or Sports and Arts may receive awards and scholarships from the Association, at the discretion of the Executive Committee.
- III. Appropriate symbolic, material or monetary awards shall be determined based on recommendations from the Education & Culture Committee or other Standing or Ad hoc Committee that may be charged with such a task.

**Appendix A.04: NEWCOMERS**

**I. Newcomer Privileges**

- (a) A person shall be considered a "newcomer" only if they have been in **Canada** for 12 months or less.
- (b) Newcomers shall be introduced to the Association as soon as possible by members.

- (c) A newcomer shall have a grace period of 6 months, at which time they only need to pay the registration fee to obtain the status of “Registered Member.” After 6 months, however, they must pay the prorated annual dues to become a “Member-in-Good-Standing.”
  - (1) For example, if a newcomer joins the Association as an Observer in March, they may only pay the registration fee. However, they must pay the prorated annual dues in October which shall be equal to the annual due amount divided by 12 and multiplied by 3 (the remaining months of the year).
- (d) A newcomer shall have the option to pay the entire due amount instead of the prorated figure as a way to support the Association. (This should be encouraged.) However, the newcomer must be made aware of the prorated option as well. This will help encourage them to move from the status of “Registered Member” to that of “Member-in-Good-Standing.”
- (e) A newcomer must pay 100% of their prorated fees before they can be considered a Member-in-Good-Standing.
- (f) To be eligible for the grace period, a newcomer must be a Registered Member.
- (g) The Association, through the Humanitarian Committee (or any committee set up for such), shall endeavour to provide advisory services and connections to help newcomers settle down.
- (h) Such services shall include directing them to places where they can obtain appropriate information to facilitate their integration within the community.
- (i) The Association may also provide job advisory services and links to job banks, websites, newspapers, career publications, job search agencies, job training programs and other job aids available in the city of Saskatoon and its environs.

## **II. Probationary Period**

- (a) To discourage abuse of the grace period described in the preceding subsection (Appendix A.04.I), a newcomer shall NOT be entitled to any of the membership privileges outlined in Appendix A.01 until 6 months from the day they become a Member-in-Good-Standing. This shall be the probationary period.
- (b) The grace period shall NOT count as part of the probationary period. Newcomers may forego or cut short their grace period by simply paying their prorated annual dues (as described in the preceding subsection [Appendix A.04.I]) so that their probationary period can begin to count. This shall be adequately explained to each newcomer by the Director of Humanitarian Affairs or the Director of Public Relations.

## **Appendix A.05: IMMIGRATION MATTERS**

### **I. Moral Support**

- (a) SICA shall, in principle, serve as a support group to members legitimately seeking Landed Status for themselves or their immediate family.
- (b) Upon invitation or when required, and within the confines of applicable rules of law, the Association should show their presence in a “moral support” capacity at Immigration hearings, interviews, and ceremonies, including Citizenship ceremonies if officially invited.

### **II. Information and Advice**

The Association may provide information and advisory assistance to members on Immigration and Citizenship matters. The use of such advice or information shall be at the discretion of the concerned member and with no legal consequence to the Association.

## **Appendix A.06: IDENTIFICATION AND/OR REFERENCE LETTERS**

The President in consultation with the Executive Committee shall provide an identification/reference letter to any Registered Member or Member-in-Good-Standing for immigration, consular, education, jobs, etc.

## **Appendix A.07: PRIVACY POLICY**

The Association shall respect the privacy of its members and be committed to protecting it to the best of its ability using the following guideline:

### **I. Collection of Personal Information:**

The Association may collect personal information, such as the name, email address, and phone number of its members when they join SICA or participate in any of its events. The Association will only collect information that is necessary to provide members with the services it offers.

### **II. Use of Personal Information:**

The Association shall use the personal information of its members only for the purposes for which it was collected. This may include communicating with members about upcoming events, providing them with information about SICA, and processing any donations or fees they may make.

### **III. Disclosure of Personal Information:**

The Association shall not disclose the personal information of its members to any third party without their consent, except as required by law.

### **IV. Protection of Personal Information:**

The Association shall take the protection of its members' personal information seriously and shall implement appropriate measures to ensure its security. This includes using secure

technologies to protect personal information during transmission and storage.

**V. Access to Personal Information:**

Members have the right to access their personal information which the Association has collected and request that any inaccuracies be corrected.

**VI. Retention of Personal Information:**

The Association shall only retain the personal information of its members for as long as necessary to fulfill the purposes for which it was collected and to comply with legal and regulatory requirements.

**VII. Changes to Privacy Policy:**

The Association may modify or update this privacy policy from time to time following the procedure for amending or updating the Constitution. The Association should encourage members to review this policy periodically.

**VIII. Concerns**

If members have any questions or concerns about this privacy policy or the use of their personal information, they should direct the same in writing to the Executive Committee through the Secretary.



## APPENDIX B: DEFINITION OF TERMS

- (i) **Simple Majority:** 51% of the eligible votes cast.
- (ii) **Secret Ballot:** a process of voting by any method where the votes cast are anonymous.
- (iii) **Special Meeting:** a meeting requested by a Member-in-Good-Standing. (See section 7.01 (d) for caveats.)
- (iv) **Emergency Meeting:** a meeting convened by the Executive Committee through the president that is held outside of a regular meeting.
- (v) **Duly Convened Meeting:** this refers to any of the following meetings: ordinary meeting (monthly meeting), annual general meeting, special meeting, or emergency meeting.

THE END