

# Board Policies Manual

## Society for Autism Support and Services (SASS)

Revised: December 2025

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## PART 1: INTRODUCTION AND ADMINISTRATION

This Board Policies Manual (BPM) contains all of the current standing (ongoing) policies adopted by the Board of the Society for Autism Support and Services (SASS) (as distinguished from the SASS Operational Policy Manual).

- 1.1 **Reasons for Adoption.** The reasons for adopting this BPM include:
  - ✓ Efficiency of having all ongoing Board policies in one place
  - ✓ Ability to quickly orient new Board members to current policies
  - ✓ Elimination of redundant or conflicting policies over time
  - ✓ Ease of reviewing current policy when considering new issues
  - ✓ Providing clear, proactive policies to guide the Executive Director<sup>1</sup> (ED) and staff
- 1.2 **Consistency.** Each policy in this document is expected to be consistent with the law, the articles of incorporation, and the bylaws, all of which have precedence over these Board policies. Except for time-limited or procedural-only Board decisions (approving minutes, electing an officer, etc.), which are recorded in regular Board minutes, all standing Board policies shall be included or referred to in this document. The ED is responsible for developing staff organizational and administrative policies and procedures that are consistent with this manual. The existing Bylaws, from time to time shall be appended hereto as Appendix “A”
- 1.3 **Transition.** Whether adopted part-by-part or as a complete document, as soon as a version of a policy is voted on as the “one voice” of the Board, that policy becomes a part of the BPM and supersedes any past policy that might be found in old minutes unless a prior Board resolution or contract obligates the organization with regard to a specific matter.
- 1.4 **Changes.** These policies are meant to be periodically reviewed and refined. When language is recommended for deletion, it is shown in a “tracked change” format. Any change to this BPM must be approved by the Board. Proposed changes may be submitted by any Board member as well as by the ED. In most cases, proposed changes shall be referred to and reviewed by the appropriate committee before being presented to the Board for action. Whenever changes are adopted, a new document should be printed, dated, and quickly made available to the Board and staff. The previous version will be archived for future reference if needed.
- 1.5 **Specificity.** Each new policy will be drafted to fit in the appropriate place within the BPM. Conceptually, policies will be drafted from the “outside in”; i.e., the broadest policy statement presented first, then the next broadest, etc., down to the level of detail that the Board finds appropriate for Board action and below which management is afforded discretion as to how it

implements the policies in this BPM. Unless otherwise indicated, an approval by the Board means approval by a majority of Board members attending an official Board meeting.

- 1.6 **Maintenance of Policies.** The ED or his/her designee shall maintain this BPM, including all appendices hereto, and provide updated copies to the Board whenever the policies change or upon request.

## PART 2: ORGANIZATIONAL ESSENTIALS

- 2.1 **Mission.** As southern Alberta's leader in individualized, empirically based services, Society for Autism Support and Services specializes in meeting the diverse needs of people on the autism spectrum and supporting their families. We are a multidisciplinary team who tailor every program to meet the unique needs of those we serve. We are passionate about our goal to enhance lives across the spectrum.
- 2.2 **Values.** In addition to the Core Values as set out from time to time in the Strategic Plan, the following characteristics shall govern the behavior of all members of the Board and staff:
- 2.2.1 Respect – in the way we treat one another
  - 2.2.2 Excellence – in the way we carry out our roles and responsibilities
  - 2.2.3 Stewardship – in the way we employ our resources
  - 2.2.4 Integrity – in the way we communicate
- 2.3 **Accountability.** The Board of Directors (Board) shall be accountable to the members of SASS as indicated in the bylaws as well as to applicable provincial, local, and Federal laws governing such organizations.
- 2.4 **Strategic Planning.** The Board is expected to think strategically at all times and to articulate the strategic direction in the form of a plan that looks out over the next three to five years. The current SASS Strategic Plan is incorporated by reference into this BPM. The Strategy Committee shall review the Strategic Plan with the ED on an annual basis and make recommendations to the Board regarding any modifications. The Board shall approve any modifications and publish the revised Strategic Plan no later than April 30<sup>th</sup> of each year.
- 2.5 **Current Objectives.** At the December meeting, the Board may set the objectives for the upcoming calendar year.

## PART 3: BOARD STRUCTURE AND PROCESSES

- 3.1 **Governing Style.** The Board will approach its task in a manner that focuses on strategic vision rather than on operational issues while encouraging diversity of perspective and observing a clear distinction of Board and staff roles in a proactive manner. As such, the Board will:
- 3.1.1 Enforce upon the Board and its members whatever discipline and policies that are needed to govern with excellence. Discipline and policies shall apply to matters such as attendance, respect for individual roles, communicating with management and the membership in a unified and respectful manner, and self-policing of any tendency to stray from the governance structure and processes adopted in these Board policies.
  - 3.1.2 Be accountable for competent, conscientious, and effective accomplishment of its obligations as a body. It will allow no officer, individual, or committee of the Board to usurp this role or hinder this commitment.
  - 3.1.3 Monitor and regularly provide training and orientation to the Board, seeking to ensure the continuity of governance functions and evaluate the same.
  - 3.1.4 When required, be an initiator of policy, not merely a reactor to staff initiatives.
  - 3.1.5 Lead and inspire the organization by establishing and honoring policies that reflect accepted principles and best practices of governance.
- 3.2 **Board Job Description.** The job of the Board is to lead the organization toward the desired performance and ensure that that performance occurs. The Board's specific contributions are unique to its trusteeship role and necessary for proper governance and management. Consistent with the powers granted the Board in the bylaws, the Board shall:
- 3.2.1 Determine the strategies, and major goals/outcomes (strategic initiatives), and hold the ED accountable for following a strategic plan based on these policies.
  - 3.2.2 Determine the limitations or parameters within which the ED is expected to achieve the goals/outcomes.
  - 3.2.3 Monitor the performance of the organization relative to the achievement of the goals/outcomes within the executive parameters in Part 5.
  - 3.2.4 Maintain and constantly improve all ongoing policies of the Board in this BPM.
  - 3.2.5 Ensure financial solvency and integrity through policies and behavior.
  - 3.2.6 Require annual financial and other external audits to ensure compliance with the law and with good practices.
  - 3.2.7 Evaluate and constantly improve the Board's performance and set expectations for Board members' involvement with Board related duties and support for the ED and staff.
  - 3.2.8 Communicate regularly through the Chair of the Board with organization members regarding the status of organization affairs.
  - 3.2.9 Provide and enhance the connection of the organization to the community.
  - 3.2.10 Support the organization's fund development plan.

- 3.3 **Board Member Criteria.** Prior to recruiting new board members, the Governance Committee will review the recruiting strategy and desired candidate qualifications with the Board.
- 3.4 **Board Members' Role.** Board members act in the role as directors only during Board meetings and while acting on Board matters. At all other times, Board members have no authority beyond that of being an advisor.
- 3.5 **Board Members' Code of Conduct.** The Board expects of itself and its members ethical and businesslike conduct. Board members are required to abide by the description of their duties as presented in the bylaws. Board members must offer uncompromising loyalty to the interests of the entire organization, superseding any conflicting loyalty such as that to family members, advocacy or interest groups, and other Boards or staffs of which they are members. Board members must avoid any conflict of interest with respect to their fiduciary responsibility. There should be no conduct of private business or personal services between any Board member and the organization except as procedurally controlled to assure openness. Each Board member is expected to complete and sign such documentation as the Board may require, including, without limitation, Confidentiality and Conflict of Interest Agreements. Board members are required to keep in confidence the issues, discussions, and actions of the Board. As the spokesperson for the Board, the Chairman of the Board shall determine whether and when Board information is shared with the Organization members and the general public.
- 3.6 **Orientation.** Prior to election, each nominee for the Board shall be given adequate briefings on the role of the Board, officers, and staff and an overview of programs, plans, and finances. Soon after election, each new Board member will be given more comprehensive orientation material and training.
- 3.7 **Officers.**
- 3.7.1 **Chair of the Board.** The Chair of the Board shall manage the Board so as to maintain the integrity of the Board's processes and policies as stated in the BPM. The Chair shall ensure that the Board behaves in a manner consistent with its own rules and those legitimately imposed upon it from outside the organization. Meeting discussion content will be those issues that clearly belong to the Board, not the ED, to decide.

The Chair, when present, shall preside at all meetings of the Organization and of the Board. The authority of the Chair consists only in making decisions on behalf of the Board that fall within and are consistent with any reasonable interpretation of Board policies in this BPM and in the bylaws. The Chair shall be the spokesperson for the Board and shall communicate frequently with the members on Board issues, actions, and decisions.

- 3.7.2 **Secretary.** The Secretary shall record all votes and ensures that minutes of all Board meetings are accurately prepared and signed copies retained. The Secretary shall keep a record of all the members of the Society and their addresses shall also give notice of all meetings to Directors and ensures that required government filings are completed. The Secretary shall have charge of the Seal of the Society. The Secretary may delegate duties to SASS' Executive Director or Executive Assistant as they see fit.,
- 3.7.3 **Treasurer.** The Treasurer shall have the custody and keep account of all funds and property of the Organization unless otherwise determined by the Board and shall render financial statements and present such statements to the directors and the Chair as may be required. The Treasurer shall deposit all funds of the Society into a financial institution designated by the Board. The Treasurer shall pay out money as the business of operating the Society requires, provided. however, the Board shall have the power, by resolution, to delegate any of the duties and obligations of the Treasurer to other Directors. The Treasurer shall chair the Finance Committee and oversee the financial affairs of the organization, including all investment portfolios. The Treasurer shall ensure accurate financial statements are prepared and presented to the Board at each meeting and audited financial statements are produced in advance of the Annual General Meeting. The Treasurer may delegate duties to SASS' Executive Director, Controller, and/or accounting staff as they see fit.
- 3.8 **Board Meetings.** Policies that are intended to improve the process for planning and running meetings follow:
- 3.8.1 The schedule for Board meetings shall be set at the Board's organizational meeting following the Organization Member Annual General Meeting. Notwithstanding the foregoing, the Board may meet at such other times where, in the opinion of the Chair, it would be imprudent to wait for the next scheduled Board meeting to take any action.
- 3.8.2 The ED shall assist the Chair and the committee chairs in developing agendas, which, along with background materials for the Board and committees, monitoring reports, the ED's recommendations for changes in the BPM, previous minutes, and other such materials, shall be sent to all Board members no later than three days in advance of Board meetings.
- 3.8.3 In considering items for the Board agenda, the Chair shall be guided by whether a proposed item is a Board matter or management matter and whether it is already adequately covered by an existing policy in the BPM. Only items that are clearly Board matters and are not adequately covered in a BPM section will be included on the Board agenda. The Chair shall also consider referring the matter to the appropriate committee before including it on the Board agenda.
- 3.8.4 The Chair may employ a "consent agenda" approach for all regular meetings. The list of items on the consent agenda shall accompany the advance material to the Board mentioned in Section 3.6.2. At the beginning of each regular meeting, any item on the

consent agenda shall be removed at the request of any Board member. Otherwise, the items on the list shall be approved without a formal vote of the Board.

- 3.8.5 The Chair shall conduct meetings using an accepted set of rules, which shall encourage open, honest discussion and fair consideration of the views of each Board member. If the decision of the Chair is challenged, the Chair shall call for a vote of the Board and abide by the majority vote of the Board members.

Where possible, the Chair shall seek a consensus on decisions and policy-making. Where the timing of a decision dictates, however, he/she may accept a decision where there is no clear consensus.

- 3.9 **Board Committees.**<sup>2</sup> Board committees help the Board to be effective and efficient. They speak “to the Board” and not “for the Board.” A committee may not exercise authority that is reserved to the Board by the bylaws or by the applicable laws of Alberta. Committees are not created to exercise authority over staff. Once committees are created by the Board, the Board Chair shall appoint committee chairs and members for one-year terms, subject to Board approval. The ED may assign staff members, and community members, as may be appropriate, to assist with the work of each committee.

- 3.9.1 *Governance Committee.* This committee shall comprise, as a minimum, the Chair, and at least one other Board member, and the ED. This committee shall recommend policies to the Board pertaining to governance issues and processes including the orientation of new Board members, Board training, evaluation of the Board and its officers, and recommendations for bylaw changes. The Governance Committee will annually propose the education and discussion content of scheduled meetings for approval by the Board. The committee will also act as the Nominating Committee unless a separate Nominating Committee is established. The committee will provide the criteria and basis for Board recruitment to the Board before commencing candidate recruitment. In addition, the committee shall be responsible for oversight of regulatory compliance, policies and practices regarding corporate responsibility, and ethics and business conduct-related activities, including compliance with all Federal, Provincial, and local laws governing Not for Profit entities. The committee shall also oversee written conflict of interest policies for directors and officers.

- 3.9.2 *Finance Committee.* This committee shall comprise, as a minimum, the Chair, the Treasurer, the Controller and the ED. This committee shall be responsible for developing and recommending to the Board those financial principles, plans, and courses of action that provide for mission accomplishment and organizational financial well-being. Consistent with this responsibility, it shall review the annual budget and submit it to the Board for its approval. In addition, the committee shall make recommendations with

regard to the level and terms of indebtedness, cash management, investment policy, risk management, financial monitoring and reports, employee benefit plans, signatory authority for expenditures and other policies for inclusion in the BPM that the committee determines are advisable for effective financial management. This committee will also recommend policies relating to SASS's internal accounting controls; recommend external auditors for Board approval; review the external auditors' annual audit plan; and review the annual report, management letter, and the results of the external audit. This committee shall also recommend policies relating to SASS's internal accounting controls; recommend external auditors for Board approval; review the external auditors' annual audit plan; and review the annual report, management letter, and the results of the external audit. The committee, or its delegate, shall have an annual private conversation with the auditor. In addition, the committee shall be responsible for oversight of regulatory compliance, policies and practices regarding corporate responsibility, and ethics and business conduct-related activities, including compliance with all Federal, provincial, and local laws governing Canadian Registered Charities.

- 3.9.4 *Strategic Direction Committee.* This committee shall comprise, as a minimum, the Chair, the ED, and at least 2 other board members. This committee shall be responsible for reviewing the Strategic Plan with the ED on an annual basis, making recommendations to the Board regarding any modifications thereto, and superintending the process by which the SASS Strategic Plan is kept current consistent with BPM Section 2.5.
- 3.9.5 *Fund Development Committee.* This Committee shall comprise the Chair, the Fund Development Coordinator, the ED, and the Chair of the Strategic Direction Committee and such other committee members as deemed necessary and approved by the Board. This committee shall superintend the process of fund development including making recommendations to the Board as to the development and implementation of appropriate practice, procedures and programs for fund development and overseeing the implementation of the same.
- 3.9.6 *Human Resources Committee.* This committee shall comprise, as a minimum, the Chair, and Board member selected by the ED, and at least one other BD member. This Committee shall be responsible for creating and monitoring values-based systems and policies to ensure that the organization is following local, state and federal laws and certain best practices relating to its employees and creating an attractive environment for current and prospective employees as well as establishing and formulating policies regarding independent contractors and volunteers. The duties of the Committee shall include, but not be limited to, Executive performance reviews, executive compensation policies (including obtaining reasonable compensation comparability data, recommending the compensation and/or bonus amount), review of pay scales, executive and key management succession planning, review of staffing structures and needs, review of benefits (including health insurance, pension plans, and fringe benefits), diversity initiatives, Independent contractor policies, volunteer policies, internship policies, grievance policies and retention of HR consultants and/or labor and

employment lawyers. It shall carry out the process of evaluating the ED each year and deciding his/her compensation. It shall also carry out a formal annual review of the ED's performance and provide the results of that review to the ED and the Board.

## PART 4: BOARD – EXECUTIVE DIRECTOR RELATIONSHIP

- 4.1 **Delegation to the Executive Director as the Chief Operating Officer.** While the Board's job is to establish high-level policies, implementation of those policies and subsidiary policy development are delegated to the Executive Director (ED), who is the Chief Operating Officer (COO).
- 4.1.1 All Board authority delegated to staff is delegated through the ED, so that all authority and accountability of staff—as far as the Board is concerned—is considered to be the authority and accountability of the ED.
- 4.1.2 The policies in BPM Section 5, Executive Parameters, define the acceptable boundaries within which the ED is expected to operate. The ED is authorized to establish further policies, make decisions, take actions, and develop activities as long as they are consistent with any reasonable interpretation of the Board's policies in this BPM.
- 4.1.3 The Board may change its policies during any meeting, thereby shifting the boundary between Board and ED domains. Consequently, the Board may change the latitude of choice given to the ED, but so long as they are within the policies that are in place, the Board and its members will respect and support the ED's choices. This does not prevent the Board from obtaining information in the delegated areas.
- 4.1.4 Not only is the ED expected to be responsive to the Board's request for data, but also, he/she is expected to be responsive to data requests from Committees through their Chairs. Notwithstanding the foregoing, if, in the ED's judgement, a request made by a Board member or a Committee to the ED or the staff requires a material amount of staff time or funds or is disruptive, it may be declined by the ED.
- 4.2 **ED Job Description.** As the Board's single official link to the operating organization and consistent with the bylaws, the ED's performance will be considered to be synonymous with organizational performance as a whole. Consequently, the ED's job contributions can be stated as performance in two areas: (a) organizational accomplishment of the major organizational objectives as set out in the organization strategy and (b) organization operations within the boundaries of prudence and ethics established in Board policies.
- 4.3 **Communication and Counsel to the Board.** The ED shall keep the Board informed about matters essential to carrying out its policy duties. Accordingly, the ED shall:
- 4.3.1 Inform the Board of relevant trends, anticipated adverse media coverage, and material external and internal changes, and particularly changes in the assumptions upon which any Board policy has previously been established, always presenting information in as clear and concise a format as possible.

- 4.3.2 Relate to the Board as a whole except when fulfilling reasonable individual requests for information or responding to officers or committees.
  - 4.3.3 Report immediately any actual or anticipated material noncompliance with a policy of the Board.
  - 4.3.4 Draw on the Chair of the Board, Executive Committee, or other Board members for counsel on sensitive issues, particularly those involving organization member behavior, situations that could result in legal action against the organization or reputational damage, or other matters where confidential treatment of the information is paramount.
- 4.4 **Monitoring Executive Performance.** The purpose of monitoring is to determine the degree to which the mission is being accomplished and Board policies are being fulfilled. Monitoring will be as automatic as possible, using a minimum of Board time, so that meetings can be used to affect the future rather than to review the past. A given policy will be monitored through reports described below. The ED shall help the Board determine what tracking data is available to measure progress in achieving the mission and goals and conforming to Board policies. Executive performance measures will include financial performance vs budget, performance at Board and Committee meetings (including the Executive Directors report), achievement vs annually set ED objectives.
- 4.5 **Annual Performance Review.** The HR Committee will be responsible for discussing and compiling board comments on the ED performance. The HR committee will summarize performance comments which the Chair will discuss with the ED. The Chair will report back to the committee and on the board on the results of the discussion and any outstanding issues, opportunities or actions.
- 4.6 **Staff Compensation.** The ED is expected to hire, train, motivate, compensate, and terminate staff in a professional and caring fashion. Salaries, benefits and work conditions will be set at competitive levels. The ED will review the salary adjustment program annually with the HR committee. If the program is in excess of the board approved budget, additional board approval will be required. The ED shall develop and maintain the SASS Operational Policy Manual.
- 4.7 **Staff Treatment.** With respect to treatment of staff, the ED may not cause or allow conditions that are inhumane, unfair, or undignified. Accordingly, he/she may not:
- 4.7.1 Discriminate among employees on other than clearly job-related, individual performance or qualifications.
  - 4.7.2 Fail to take reasonable steps to protect staff from unsafe or unhealthy conditions.
  - 4.7.3 Withhold from staff a due-process, unbiased grievance procedure.
  - 4.7.4 Discriminate against any staff member for expressing an ethical dissent.

- 4.7.5 Prevent staff from grieving to the Board when (a) internal grievance procedures have been exhausted and (b) the employee alleges that Board policy has been violated to his or her detriment.
- 4.7.6 Fail to acquaint staff members with their rights under this policy.

## PART 5: EXECUTIVE PARAMETERS

- 5.1 **General Guidance.** The purpose of Part 5 is to detail those executive parameters or limitations that will guide the ED and the staff as they accomplish the purpose of SASS. These limitations are intended to free the ED and the staff to make timely decisions without undue Board directives. As a general statement of policy in this regard, the Board expects that the ED will do nothing that is illegal, unethical, or imprudent. In addition to this general statement of boundaries, the Board details its executive limitations in the sections that follow.
- 5.2 **Finance.** The ED must ensure that the financial integrity of the organization is maintained at all times; that proper care is exercised in the receiving, processing, and disbursing of funds; and that financial and non-financial assets are appropriately protected.
  - 5.2.1 *Financial Controls.* The ED must exercise care in accounting for and protecting the financial assets of the organization. To this end, the ED is expected to incorporate generally accepted accounting principles and internal controls in the financial systems that are employed in the organization.
  - 5.2.2 *Asset Protection.* The ED may not allow assets to be unprotected, inadequately maintained, or unnecessarily risked. Accordingly, the ED may not:
    - 5.2.3.1 Fail to insure against material theft and casualty losses and against liability losses to Board members, the organization, or staff beyond the minimally acceptable prudent level.
    - 5.2.3.2 Unnecessarily expose the organization, its Board, or its staff to claims of liability.
    - 5.2.3.3 Make any major purchases or projects of over \$50,000 without sealed bids or some other demonstrably prudent method of acquisition of quality goods, or any purchase of without a written record of competitive prices (where available), or any purchase wherein normally prudent protection against conflict of interest has not been provided.
    - 5.2.3.4 Acquire, encumber, or dispose of real property without Board approval.
- 5.3 **Culture and Communications.** The SASS culture is its brand, which is shaped by the degree organization members, the Board, and the staff honor the values expressed in BPM Section 2.3. The ED shall ensure that each member of the staff is thoroughly aware of the values and is held accountable for exhibiting them in carrying out his/her duties. The ED shall also work with the Board to develop policies that reinforce the organization's values with a combination of efficiency and sensitivity.

5.3.1 *Communications.* The Chair shall be the sole spokesperson for the Board on matters of Board policies. The Chair shall also be the sole spokesperson for the Board to news media or other external parties unless the Board has otherwise authorized.

# APPENDIX A

**BY-LAWS**  
**of**  
**Society for Autism Support and Services**  
**(Calgary Region)**

THE SOCIETY

1. The name of the Society is Society for Autism Support and Services (Calgary Region) which may also be referred to as SASS or the Society.

MEMBERSHIP

2. Any person residing in Alberta, and being of the full age of 18 years, may become a member of the Society by a favourable vote passed by a majority of members at a regular meeting. Membership shall entitle him/her to attend and vote at meetings of the Members. Any Member who serves as a Director shall, upon ceasing to be a Director, cease to be a Member.
3. Any member wishing to withdraw from membership may do so upon a notice in writing to the Board through its Secretary. Subject to paragraphs 14,15, and 16, any member, upon a majority vote of all members of the Society in good standing, may be expelled for any cause which the Society shall deem reasonable.

BOARD OF DIRECTORS

4. Board of Directors, Executive Committee, or Board shall mean the Board of Directors of the Society.
5. The Board of Directors consists of at least 6 (six) members elected by the membership.

No paid executive or employee of any agency sponsored by the Society shall be eligible for membership on the Board of Directors or voting privileges.

The Board shall, subject to the by-laws or directions given it by majority vote at any meeting properly called and constituted, have full control and management of the business and affairs of the Society. In the case of equality of votes, the chair of the meeting in addition to an original vote shall have a second or casting vote.

6. The duties and powers of the Board of Directors shall be as follows:
  - a) Develop policy and determine the long-term direction of the organization.
  - b) Govern the operations of the society in accordance with the approved policy and direction of the organization.
  - c) Appoint necessary committees.
  - d) Provide for campaign and other fundraising devices.

- e) Approve the society's annual budget and steward performance towards it.
- f) Approve material transactions including the receipt and disposal of property.
- g) Employ an Executive Director to implement the board's policies and manage the day-to-day business of the organization.
- h) Give, at least once per year, a full and complete report of all activities at a meeting of the membership.

#### OFFICERS

- 7. The Officers of the Society shall be a Chair; a Treasurer; and a Secretary, all to be elected by the Board of Directors from their own membership at the Annual General Meeting; Past Chair who assumes the position by virtue of leaving the position of Chair; and an Executive Director who shall serve on the Board, but shall not be a voting member of the Board.

#### CHAIR

- 8. The Chair shall be a voting member of all committees. He/she shall, when present, preside at all meetings of the Society and of the board. In his/her absence, the Treasurer shall preside at any such meetings, and in the absence of both, a Chair may be elected by those in attendance to preside thereat.

Parent representation (parents of children who are currently receiving service from the Society) is allowed and desirable on the Board of Directors of the Society, but such a representative will not be able to serve in the capacity of Chair of the Board.

#### SECRETARY

- 9. It shall be the duty of the Secretary to attend all meetings of the Society and the Board, and to prepare and retain accurate minutes of the same. He/she shall have charge of the Seal of the Society, which Seal, whenever used, shall be authenticated by the signatures of the Chair and the Secretary, or, in the case of the death or inability of either to act, by the Treasurer. In the case of the absence of the secretary, his/her duties may be discharged by such Officer as may be appointed by the Board. The Secretary shall have the charge of all correspondence of the Society and be under the direction of the Chair and the Board.
- 10. The Secretary shall also keep a record of all the members of the Society and their addresses and send all notices of the various meetings as required

#### TREASURER

- 11. The Treasurer shall have the custody and keep account of all funds and property of the Society unless otherwise determined by the Board of Directors, and shall render financial statements and present such statements to the directors and the Chair as may be required of him/her. The Treasurer or designate shall deposit all funds of the Society into a financial institution designated by the Board of Directors. The Treasurer or designate shall pay out money as the business of operating the Society requires,

provided. However, the Board of Directors shall have the power by resolution to delegate any of the duties and obligations of the Treasurer to other Directors.

#### EXECUTIVE DIRECTOR

12. The Executive Director shall be the active executive and administrative Officer and public image/spokesperson of the Society. The Executive Director shall adhere to the terms of employment and job description approved by the Board of Directors. The compensation for the Executive Director is determined and reviewed by the independent members of the Human Resources Committee.

#### INDEMNITIES

13. a) The Society shall, except in respect of an action by or on behalf of the Society to procure a judgment in its favour, indemnify and save harmless the Directors and Officers of the Society and their respective heirs and legal representatives (in this section individually an "Indemnified Party" and collectively, the "Indemnified Parties") from and against all costs, charges and expenses, including without limitation all amounts paid to settle any action or satisfy any judgment, reasonably incurred by such persons in respect of any civil, criminal or administrative action or proceeding to which they are made a party, by reason of them being or having been a Director of the Society if:

- (i) in their capacity with the Society, they have acted honestly and in good faith with a view to the best interests of the Society; and

- (ii) in the case of a criminal or administrative action that is enforced by a monetary penalty they have or had reasonable grounds for believing their conduct was lawful.

- b) In respect of an action by or on behalf of the Society to procure a judgment in its favour to which an Indemnified Party is made a party by reason of being or having been a Director or Officer of the Society, the Society shall, if required or appropriate to give effect thereto, make or cause to be made application at its expense for approval of the Court of Queen's Bench of Alberta to indemnify and save harmless such Indemnified Party, against all costs, charges and expenses reasonably incurred by him or her in connection with such action, if such Indemnified Party has fulfilled the conditions set out in sections 13 (a)(i) and (ii).

- c) Notwithstanding any of the foregoing, the Society shall indemnify and save harmless each Indemnified Party against all costs, charges and expenses reasonably incurred by him or her in connection with the defence of any civil, criminal or administrative action or proceeding to which they are made a party by reason of being or having been a Director or Officer of the Society, if:

- (i) such Indemnified Party was substantially successful on the merits in his or her defence of the action or proceeding;

- (ii) they fulfil the conditions set out in sections 13(a)(i) and (ii); and
- (iii) they are fairly and reasonably entitled to indemnity.

For the purposes herein, the termination of any civil, criminal or administrative action or proceeding by judgment, order, settlement or conviction shall not, of itself, create a presumption either that the Indemnified Party did not act honestly and in good faith with a view to the best interests of the Society or that, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Indemnified Party did not have reasonable grounds for believing that his or her conduct was lawful;

d) Should an Indemnified Party be or become, directly or indirectly, a party to any civil, criminal or administrative action or proceeding, by reason of being or having been a Director of the Society, and thereby incur or become liable for any costs (including any counsel and witness fees) then, except in respect of an action referred to in section 13(b) other than as may be directed by an order of the Court of Queen's Bench of Alberta, and subject to the Board of Directors determining that the Indemnified Party has satisfied the conditions specified in sections 13(a)(i) and (ii), the Society shall forthwith assume and pay, or reimburse the Indemnified Party for and indemnify him or her from, any and all such costs. If, and only if, it is finally determined in such action or proceeding that the Indemnified Party was not entitled to reimbursement of such costs shall the Indemnified Party be liable to repay to the Society any amounts paid by it under this section 13 and, if so, the Indemnified Party shall make payment to the Society of an amount equal to the amount of all costs assumed and paid by it hereunder;

e) The Society shall make available to the Indemnified Parties Directors and Officers errors and omissions insurance with coverages, limits and deductibles as the Board of Directors shall determine to be appropriate from time to time;

f) The indemnity provided for in this section 13 shall:

- (i) continue in effect for the benefit of each Indemnified Party whether he or she continues to be a Director of the Society at the applicable time; and
- (ii) enure to the benefit of each Indemnified Party and his or her heirs and successors.

#### TERMINATION/REMOVAL OF DIRECTORS

14. A Director shall be deemed to have been removed from office and cease to be a Director upon the Director:

- a) being of unsound mind;
- b) being convicted of an indictable offence which, in the unanimous opinion of the members of the Board of Directors, is of such character that such individual should not be a member of the Board; or
- c) ceasing to be a Member

15. In addition to the foregoing, a Director may be removed from the Board of Directors at any time, for any reason, by special resolution passed at a Special Meeting of the Members called for that specific purpose, or at the Annual General Meeting.
16. Notice specifying the intention to pass such as resolution, along with a copy of the resolution shall be sent to the last known address of all Members at least eight days prior to the Special Meeting.

#### AUDITING

17. The books, accounts, and the records of the Secretary and Treasurer shall be audited at least once a year by a duly qualified accountant as identified by the Board. A complete and proper statement of the standing of the books for the previous year shall be submitted by such auditor at the Annual General Meeting of the Society. March 31 of each year shall be the fiscal year end of the Society.
18. The books and records of the Society may be inspected by any member of the Society at any time upon giving reasonable notice and arranging a time satisfactory to the Officer or Officers having charge of same.

#### MEETINGS

19. The Society shall hold an Annual General Meeting on or before the first day of July in each year, of which due notice of the meeting shall be given to all members to their last known address at least eight days prior to the date of the meeting. At this meeting, the term of 1/3 of the Board members shall terminate, unless re-elected for a subsequent term of three (3) years. Any member in good standing shall be eligible for any office in the Society.
20. General meetings of the Board shall be held often as the business of the Society shall require, but at least once every 3 (three) months, and shall be called by the Chair or Secretary upon instructions of the Chair. Notice is provided to the last known address of each member at least eight days prior to the date of such meeting.
21. Special meetings of the members may be called by either the Chair and/or the Executive Director at any time or upon by receipt of a petition signed by one-third of the members, setting forth the reasons for calling such a meeting, which shall be in writing to the last known address of each member at least eight days prior to the meeting.
22. Directors may attend and participate in meetings in person or by means of teleconferencing or other electronic platforms. Voting may constitute a show of hands, paper ballot or using an electronic voting system.
23. A simple majority of Directors (half of the total number of current Directors, plus one) shall constitute a quorum at a general or special meeting, and meetings may be held without notice, if a quorum of the Board is not present, however, any business

transactions at such meeting shall be ratified at the next regularly called meeting of the board when a quorum of the Board in person is in attendance; otherwise, they shall be null and void.

VOTING

24. Any member who has not withdrawn from the membership nor been suspended nor expelled as herein provided, shall have the right to vote at any meeting of the Society. Proxy votes are acceptable.

REMUNERATION

25. Unless authorized at any meeting and after notice of same shall have been given, no Officer or Director of the Society shall receive any remuneration for his/her services.

BORROWING POWERS

26. For the purpose of carrying out its objectives, the Society may borrow, fundraise or secure payment of money in such a manner as it sees fit, and in particular, by the issue of debentures, but this power shall be exercised only under the authority of the Society, and in no case shall debentures be issued without the sanction of Special Resolution. Debentures can be issued only by a Special Resolution approved by the members of the Society.

BY-LAWS

27. The by-laws may be rescinded, altered, or added to by an "Special Resolution" passed by a majority of not less than three-fourths of such members entitled to vote as are present in person, at a general meeting of which one month's written notice specifying the intention to propose the Special Resolution has been duly given.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chair of the Board of Directors

**BY-LAWS**  
**of**  
**Society for Autism Support and Services**  
**(Calgary Region) Housing Corporation**

THE SOCIETY

1. The name of the Society is Society for Autism Support and Services (Housing Corp.) which may also be referred to as SASS or the Society.

MEMBERSHIP

2. Any person residing in Alberta, and being of the full age of 18 years, may become a member of the Society by a favourable vote passed by a majority of members at a regular meeting. Membership shall entitle him/her to attend and vote at meetings of the Members. Any Member who serves as a Director shall, upon ceasing to be a Director, cease to be a Member.
3. Any member wishing to withdraw from membership may do so upon a notice in writing to the Board through its Secretary. Subject to paragraphs 14, 15, and 16, any member, upon a majority vote of all members of the Society in good standing, may be expelled for any cause which the Society shall deem reasonable.

BOARD OF DIRECTORS

4. Board of Directors, Executive Committee, or Board shall mean the Board of Directors of the Society.
5. The Board of Directors consists of at least 6 (six) members elected by the membership.

No paid executive or employee of any agency sponsored by the Society shall be eligible for membership on the Board of Directors or voting privileges.

The Board shall, subject to the by-laws or directions given it by majority vote at any meeting properly called and constituted, have full control and management of the business and affairs of the Society.

6. The duties and powers of the Board of Directors shall be as follows:
  - a) Develop policy and determine the long-term direction of the organization.
  - b) Govern the operations of the Society in accordance with the approved policy and direction of the organization.
  - c) Appoint necessary committees.
  - d) Provide for campaign and other fundraising devices.
  - e) Approve the society's annual budget and steward performance towards it.
  - f) Approve material transactions including the receipt and disposal of property.

- g) Employ an Executive Director to implement the board's policies and manage the day-to-day business of the organization.
- h) Give, at least once per year, a full and complete report of all activities at a meeting of the membership.

#### OFFICERS

- 7. The Officers of the Society shall be a Chair; a Treasurer; and a Secretary, all to be elected by the Board of Directors from their own membership at the Annual General Meeting; Past Chair who assumes the position by virtue of leaving the position of Chair; and an Executive Director who shall serve on the Board, but shall not be a voting member of the Board.

#### CHAIR

- 8. The Chair shall be a voting member of all committees. He/she shall, when present, preside at all meetings of the Society and of the board. In his/her absence, the Treasurer shall preside at any such meetings, and in the absence of both, a Chair may be elected by those in attendance to preside thereat.

Parent representation (parents of children who are currently receiving service from the Society) is allowed and desirable on the Board of Directors of the Society, but such a representative will not be able to serve in the capacity of Chair of the Board.

#### SECRETARY

- 9. It shall be the duty of the Secretary to attend all meetings of the Society and the Board, and to prepare and retain accurate minutes of the same. He/she shall have charge of the Seal of the Society, which Seal, whenever used, shall be authenticated by the signatures of the Chair and the Secretary, or, in the case of the death or inability of either to act, by the Treasurer. In the case of the absence of the secretary, his/her duties may be discharged by such Officer as may be appointed by the Board. The Secretary shall have the charge of all correspondence of the Society and be under the direction of the Chair and the Board.
- 10. The Secretary shall also keep a record of all the members of the Society and their addresses and send all notices of the various meetings as required

#### TREASURER

- 11. The Treasurer shall have the custody and keep account of all funds and property of the Society unless otherwise determined by the Board of Directors, and shall render financial statements and present such statements to the directors and the Chair as may be required of him/her. The Treasurer or designate shall deposit all funds of the Society into a financial institution designated by the Board of Directors. The Treasurer or designate shall pay out money as the business of operating the Society requires, provided. However, the Board of Directors shall have the power by resolution to delegate any of the duties and obligations of the Treasurer to other Directors.

## EXECUTIVE DIRECTOR

12. The Executive Director shall be the active executive and administrative Officer and public image/spokesperson of the Society. The Executive Director shall adhere to the terms of employment and job description approved by the Board of Directors. The compensation for the Executive Director is determined and reviewed by the independent members of the Human Resources Committee.

## INDEMNITIES

13. a) The Society shall, except in respect of an action by or on behalf of the Society to procure a judgment in its favour, indemnify and save harmless the Directors and Officers of the Society and their respective heirs and legal representatives (in this section individually an "Indemnified Party" and collectively, the "Indemnified Parties") from and against all costs, charges and expenses, including without limitation all amounts paid to settle any action or satisfy any judgment, reasonably incurred by such persons in respect of any civil, criminal or administrative action or proceeding to which they are made a party, by reason of them being or having been a Director of the Society if:
- (i) in their capacity with the Society, they have acted honestly and in good faith with a view to the best interests of the Society; and
  - (ii) in the case of a criminal or administrative action that is enforced by a monetary penalty they have or had reasonable grounds for believing their conduct was lawful.
- b) In respect of an action by or on behalf of the Society to procure a judgment in its favour to which an Indemnified Party is made a party by reason of being or having been a Director or Officer of the Society, the Society shall, if required or appropriate to give effect thereto, make or cause to be made application at its expense for approval of the Court of Queen's Bench of Alberta to indemnify and save harmless such Indemnified Party, against all costs, charges and expenses reasonably incurred by him or her in connection with such action, if such Indemnified Party has fulfilled the conditions set out in sections 13 (a)(i) and (ii).
- c) Notwithstanding any of the foregoing, the Society shall indemnify and save harmless each Indemnified Party against all costs, charges and expenses reasonably incurred by him or her in connection with the defense of any civil, criminal or administrative action or proceeding to which they are made a party by reason of being or having been a Director or Officer of the Society, if:
- (i) such Indemnified Party was substantially successful on the merits in his or her defense of the action or proceeding;
  - (ii) they fulfil the conditions set out in sections 13(a)(i) and (ii); and
  - (iii) they are fairly and reasonably entitled to indemnity.

For the purposes herein, the termination of any civil, criminal or administrative action or proceeding by judgment, order, settlement or conviction shall not, of itself, create a presumption either that the Indemnified Party did not act honestly and in good faith with a view to the best interests of the Society or that, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Indemnified Party did not have reasonable grounds for believing that his or her conduct was lawful;

- d) Should an Indemnified Party be or become, directly or indirectly, a party to any civil, criminal or administrative action or proceeding, by reason of being or having been a Director of the Society, and thereby incur or become liable for any costs (including any counsel and witness fees) then, except in respect of an action referred to in section 13(b) other than as may be directed by an order of the Court of Queen's Bench of Alberta, and subject to the Board of Directors determining that the Indemnified Party has satisfied the conditions specified in sections 13(a)(i) and (ii), the Society shall forthwith assume and pay, or reimburse the Indemnified Party for and indemnify him or her from, any and all such costs. If, and only if, it is finally determined in such action or proceeding that the Indemnified Party was not entitled to reimbursement of such costs shall the Indemnified Party be liable to repay to the Society any amounts paid by it under this section 13 and, if so, the Indemnified Party shall make payment to the Society of an amount equal to the amount of all costs assumed and paid by it hereunder;
- e) The Society shall make available to the Indemnified Parties Directors and Officers errors and omissions insurance with coverages, limits and deductibles as the Board of Directors shall determine to be appropriate from time to time;
- f) The indemnity provided for in this section 13 shall:
  - (i) continue in effect for the benefit of each Indemnified Party whether he or she continues to be a Director of the Society at the applicable time; and
  - (ii) ensure to the benefit of each Indemnified Party and his or her heirs and successors.

#### TERMINATION/REMOVAL OF DIRECTORS

14. A Director shall be deemed to have been removed from office and cease to be a Director upon the Director:

- a) being of unsound mind;
- b) being convicted of an indictable offence which, in the unanimous opinion of the members of the Board of Directors, is of such character that such individual should not be a member of the Board; or

c) ceasing to be a Member

15. In addition to the foregoing, a Director may be removed from the Board of Directors at any time, for any reason, by special resolution passed at a Special Meeting of the Members called for that specific purpose, or at the Annual General Meeting.
16. Notice specifying the intention to pass such as resolution, along with a copy of the resolution shall be sent to the last known address of all Members at least eight days prior to the Special Meeting.

#### AUDITING

17. The books, accounts, and the records of the Secretary and Treasurer shall be audited at least once a year by a duly qualified accountant as identified by the Board. A complete and proper statement of the standing of the books for the previous year shall be submitted by such auditor at the Annual General Meeting of the Society. March 31 of each year shall be the fiscal year end of the Society.
18. The books and records of the Society may be inspected by any member of the Society at any time upon giving reasonable notice and arranging a time satisfactory to the Officer or Officers having charge of same.

#### MEETINGS

19. The Society shall hold an Annual General Meeting on or before the first day of July in each year, of which due notice of the meeting shall be given to all members to their last known address at least eight days prior to the date of the meeting. At this meeting, the term of 1/3 of the Board members shall terminate, unless re-elected for a subsequent term of three (3) years. Any member in good standing shall be eligible for any office in the Society.
20. General meetings of the Board shall be held often as the business of the Society shall require, but at least once every 3 (three) months, and shall be called by Chair or Secretary upon instructions of the Chair. Notice is provided to the last known address of each member at least eight days prior to the date of such meeting
21. Special meetings of the members may be called by either the Chair and/or the Executive Director at any time or upon by receipt of a petition signed by one-third of the members, setting forth the reasons for calling such a meeting, which shall be in writing to the last known address of each member at least eight days prior to the meeting.
22. Directors may attend and participate in meetings in person or by means of teleconferencing or other electronic platforms. Voting may constitute a show of hands, paper ballot or using an electronic voting system.
23. A simple majority of Directors (half of the total number of current Directors, plus one) shall constitute a quorum at a general or special meeting, and meetings may be held without notice, if a quorum of the Board is not present, however, any business transactions at such meeting shall be ratified at the next regularly called meeting of the board when a quorum of the Board in person is in attendance; otherwise they shall be

null and void.

VOTING

24. Any member who has not withdrawn from the membership nor been suspended nor expelled as herein provided, shall have the right to vote at any meeting of the Society. Proxy votes are acceptable.

REMUNERATION

25. Unless authorized at any meeting and after notice of same shall have been given, no Officer or Director of the Society shall receive any remuneration for his/her services.

BORROWING POWERS

26. For the purpose of carrying out its objectives, the Society may borrow, fundraise or secure payment of money in such a manner as it sees fit, and in particular, by the issue of debentures, but this power shall be exercised only under the authority of the Society, and in no case shall debentures be issued without the sanction of Special Resolution. Debentures can be issued only by a Special Resolution approved by the members of the Society.

BY-LAWS

27. The by-laws may be rescinded, altered, or added to by an "Special Resolution" passed by a majority of not less than three-fourths of such members entitled to vote as are present in person, at a general meeting of which one month's written notice specifying the intention to propose the Special Resolution has been duly given.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chair of the Board of Directors

# APPENDIX B

## Society for Autism Support and Services (SASS) Confidentiality Policy

(Effective: December 13, 2022)

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### Purpose and Scope

The purpose of this policy is to provide guidelines for handling of Confidential Information and includes a statement of understanding and agreement requiring a signature.

### Definitions

“**Board**” means the Board of Directors of SASS as constituted from time to time;

“**Confidential Information**” means any information relating to SASS that the Covered Person may receive or be privy to, whether designated as confidential or not, including, without limitation:

- (a) any and operations, projects, decision, deliberations, and decisions;
- (b) financial, legal, human resource, accounting and banking information and data including, without limitation, computer systems, computer programs, data, spreadsheets, software, including software owned, or leased by SASS, system documentation, designs, manuals, databases, formulae and algorithms;
- (b) the subject matter and any details of any vote of the Board or committee, including without limitation, both the numbers of affirmative and negative votes and the individual votes of Board Directors or committee members;
- (c) the statements or positions of any Board or committee member on actions taken by the Board, its committees, or management;
- (d) any packages, data, or information prepared for the Board or management;
- (e) the addresses, telephone numbers, fax numbers and email addresses of the Board, management, and committee and staff members;
- (f) Information received by SASS from a third party that is subject to confidentiality or data protection obligations;
- (g) any other information designated by SASS as “confidential” or “proprietary” or words of similar import made:
  - i. in writing at the time of disclosure, if such information is disclosed in writing or by magnetic recording or in some other readable form;
  - ii. by electronic means at the time of disclosure, if such information is disclosed by electronic means; or
  - iii. verbally, with a written or electronic confirmation within (5) days following disclosure describing the Confidential Information, if such information is disclosed verbally.

Confidential Information shall **EXCLUDE** any information of knowledge which:

- (h) was public knowledge or was generally known in the community at the time of disclosure;
- (i) becomes public knowledge or generally known in the community through no breach of the Covered Person's obligations hereunder; or
- (j) is required, by law, to be disclosed

**"Covered Person"** means a Director, committee member, Officers, contractor, volunteer and any other persons who has actual, apparent, or ostensible authority on behalf of SASS regardless of whether such person is, or is not, remunerated by SASS.

**"Purpose for Disclosure"** means for the Covered Person's purpose of fulfilling their duties and responsibilities to SASS.

### **Policy**

The Covered Person covenants and agrees that all Confidential Information shall be held in strict confidence at all times and, except as may be allowed by this Policy, shall not, without the SASS's prior written consent, be disclosed directly or indirectly to any other person, corporation or entity, or used for any purpose other than the Purpose for Disclosure. The Covered Person covenants and agrees that they shall make no more copies of the Confidential Information than is reasonably necessary for the Purpose for Disclosure. All right, title and interest in and to the Confidential Information shall remain the exclusive property of the SASS and no interest, license, or any rights respecting the Confidential Information, other than expressly set out herein, shall be granted, or shall accrue, to the Covered Person. Notwithstanding the foregoing and in addition to it, the Covered Person acknowledges that certain Confidential Information may be so sensitive in nature to require special handling procedures and obligations in addition to those set forth in this Agreement and as such the Covered Person covenants and agrees to execute supplements to this Policy identifying any such information and any such further obligations and procedures. The obligations of confidentiality imposed hereunder with respect to the Confidential Information shall be deemed to be continuing obligations and shall remain in full force and effect indefinitely notwithstanding no longer being a Covered Person.

The Covered Person hereby acknowledges, covenants, and agrees that in the event they shall be in breach of this Policy:

- (a) SASS shall be entitled to implement any or all of the following:
  - (i) commence legal proceedings as against the Covered Person seeking compensation for damages suffered;
  - (ii) commence disciplinary measures against the Covered Person;
  - (iii) terminate of any employment or other contract with the Covered Person;
  - (iv) removal of the Covered person from the Board;
- (b) such breach will result in irreparable and continuing damages to SASS for which there will be no adequate remedy at law. In the event of the breach of any term or condition of this Policy, SASS shall be entitled to obtain injunctive relief and such further and other relief as may be available at law or at equity, including but not limited to, the recovery

of damages for each and every instance of breach under the terms of this Policy. SASS may exercise any remedies herein agreed to or available at law or at equity at such times and in such order as it may choose and such remedies shall be cumulative and may be exercised independently or jointly as decided by SASS.

**Practical Applications**

In order to comply with the obligations hereinbefore set forth, a Covered Person shall, at all times exercise good judgment and care to avoid unauthorized or improper disclosures of Confidential Information which may include, but is not limited to:

- a. limiting conversations in public places, such as restaurants, elevators, and airplanes, to matters that do not pertain to Confidential Information;
- b. being sensitive to the risk of inadvertent disclosure which may include, refraining from leaving confidential information on desks or otherwise in plain view;
- c. refraining from the use of speakerphones when discussing Confidential Information ;
- d. use of appropriate security measures when storing Confidential Information in paper or electronic form.

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**I affirm the following:**

I am a(n) \_\_\_\_\_ and as such am a Covered Person

I have received a copy of SASS’s Confidentiality Policy. \_\_\_\_\_(initial)

I have read and understand this policy. \_\_\_\_\_(initial)

I agree to comply with the policy. \_\_\_\_\_(initial)

**SIGNED BY THE COVERED PERSON  
in the presence of:**

<p>_____</p> <p><i>Witness’ Signature</i></p>	}	<p>_____</p> <p><i>Signature</i></p>
<p>_____</p> <p><i>Print Witness’ Name</i></p>		<p>_____</p> <p><i>Print Name</i></p>

## **Society for Autism Support and Services (SASS)**

### **Conflict of Interest Policy**

(Effective: December 13, 2022)

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#### Purpose and Scope

The purpose of this policy is to define SASS' approach to conflicts of interest in a manner that encourages the highest ethical standards as an organization and that is consistent with SASS' belief that Directors should not personally benefit by virtue of their relationship with the organization.

This policy shall apply to "covered persons". Covered persons include all Directors, committee members, Officers, contractors, volunteers and other persons who are acting on behalf of SASS regardless of whether such persons are remunerated.

#### Definitions

**Conflict of Interest:** A conflict of interest arises when a person acting on behalf of SASS has private interests that could improperly influence, or be seen to influence, their decisions or actions in the performance of their duties for SASS.

Conflicts of interest may be actual, potential or perceived:

- **Actual conflicts of interest:** arise where there is a real conflict between a person's duties and private interests.
- **Potential conflicts of interest:** arise when a person has private interests that could conflict with their duties. This refers to circumstances where it is foreseeable that a conflict may arise in the future and that steps should be taken to mitigate that future risk.
- **Perceived conflicts of interest:** arise when a third party observer forms the view that a person's private interests could improperly influence their decisions or actions, now or in the future.

It is important to note that in the context of personal consensual relationships, the term 'perceived' refers to a perceived conflict, not the perception that a relationship may or may not be occurring.

**Disclosure:** Disclosure is the act of sharing information. Disclosure when conflict of interest may be present creates a transparent environment that ensures mutual professional respect and accountability while also maintaining trust.

**Financial Interest:** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which SASS has a transaction or arrangement;
- b. A compensation arrangement with SASS or with any entity or individual with which SASS has a transaction or arrangement; or
- c. A potential ownership, interest in, or compensation arrangement with any entity or individual with which SASS is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

Other Interests: Covered persons shall avoid outside directorships, officerships, partnerships, trusteeships, employment, other business involvement, and investments that may adversely affect the performance of their duties with SASS.

Examples of Conflicts of Interest: Examples of conflict of interest that are likely to occur at SASS are:

- A person acting on behalf of SASS offers professional services to the organization.
- A person acting on behalf of SASS has private or professional interests in a grant or funding arrangement that SASS is pursuing or has acquired.
- A person acting on behalf of SASS offers employment to a SASS employee.

Conflicts of interest will occur and declaring a conflict does not mean SASS will not continue to engage with the covered person, or their affiliate organization(s), but rather acknowledges that transparency and a discussion about how to proceed to manage the conflict of interest will benefit the organization, covered person and membership.

### Policy

Individuals acting on behalf of SASS are expected to conduct themselves at all times with the highest ethical standards in a manner which will bear the closest scrutiny, and are responsible for avoiding conflict of interests where possible, declaring conflict of interest relationships or situations and seeking guidance before embarking on activities that might be questionable.

Covered persons shall avoid promoting their personal interests by reason of their connection with SASS.

Covered persons shall avoid receipt of benefits, favors, gifts, or entertainment that may influence the performance of their duties with SASS.

In the course of their duties, covered persons may receive confidential information concerning SASS, its administration, financial transactions, and funding sources. Such information shall be used only for SASS purposes and shall not be disclosed to any third parties.

### Policy Guidance

Conflicts of interest (real and perceived) are unavoidable and should not prevent engagement with SASS unless the extent of the interest is so significant that the potential for divided loyalty is present in a large number of situations.

### Policy Administration

The Governance Committee of the Board shall be responsible for the administration of the Policy for all covered persons. Annually, all Directors, Officers, and committee members shall submit a Conflict of Interest Declaration Form to the Executive Director. Any covered person with an actual or potential conflict to disclose shall submit a Conflict of Interest Declaration Form to the Governance Committee Chair through the Executive Director.

The Governance Committee will exercise due diligence to determine the level of risk for SASS associated with any disclosure or declared conflict. Appropriate mitigation strategies will be identified, discussed with the person making the declaration, and documented in written instructions from the Governance Committee.

### Disclosure

**Requirement to Disclose and Report:** A covered person must make a timely and full disclosure in any situation where they have an actual, potential or perceived conflict of interest.

### Documentation of Conflicts

**Annual Declaration:** Each Director and others so designated by the Executive Director, are to annually review the Policy and acknowledge by their signature that they are acting in accordance with the letter and spirit of the Policy.

The information provided on the Conflict of Interest Declaration Form shall be available for inspection by members of the Board, but shall otherwise be held in confidence except when, after consultation with the applicable board member, officer, or employee, the Board determines that SASS' best interest would be served by disclosure.

For Directors, the minutes of any meeting at which a transaction involving a conflict of interest or an appearance of a conflict of interest is considered shall reflect that:

- The covered person made disclosure, withdrew from consideration of the transaction, or recused themselves from the meeting room and abstained from voting; or
- The covered person made disclosure but continued to participate pursuant to written instructions from the Governance Committee, where those instructions shall be included with the minutes.

**As and When Declaration:** Throughout the year as conflicts are identified, covered persons will complete a Conflict of Interest Declaration Form and submit to the Governance Committee.

### Consequence of Non-compliance

If unethical behavior occurs, SASS will take appropriate action to ensure an ethical workplace. A breach of this policy may lead to, as appropriate, removal from a Committee of the Board or the Board, disciplinary action and possible dismissal. If SASS suspects unlawful behaviour, the appropriate authorities will be notified.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

I affirm the following:

I have received a copy of SASS' Conflict of Interest Policy. \_\_\_\_\_(initial)

I have read and understand this policy. \_\_\_\_\_(initial)

I agree to comply with the policy. \_\_\_\_\_(initial)

Disclosures: If you have a personal, professional or financial interest (past, current or potential) as defined in the Conflict of Interest policy to report, please describe below:

**SIGNED BY THE COVERED PERSON in  
the presence of:**

\_\_\_\_\_  
*Witness' Signature*

\_\_\_\_\_  
*Print Witness' Name*

\_\_\_\_\_  
*Director's Signature*

\_\_\_\_\_  
*Print Director's Name*

**Society for Autism Support and Services (SASS)  
Investments Policy**  
(Effective: June 25, 2024)

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**SCOPE OF THIS INVESTMENT POLICY**

This statement of investment policy reflects the investment policy, objectives, and constraints of Society for Autism Support and Services' (SASS) investments.

**PURPOSE OF THIS INVESTMENT POLICY STATEMENT**

This statement of investment policy is set forth by the SASS Board of Directors in order to:

1. Define and assign the responsibilities of all involved parties.
2. Establish a clear understanding for all involved parties of the investment goals and objectives of fund assets.
3. Offer guidance and limitations to all bank investment managers regarding the investment of fund assets.
4. Establish a basis for evaluating investment results.
5. Manage fund assets according to prudent standards as established in common trust law.
6. Establish the relevant investment horizon for which the fund assets will be managed.

In general, the purpose of this statement is to outline a philosophy and attitude which will guide the investment management of the assets toward the desired results. It is intended to be sufficiently specific to be meaningful, yet flexible enough to be practical.

**DELEGATION OF AUTHORITY**

The SASS Finance Committee is a fiduciary and is responsible for directing and monitoring the investment management of fund assets on behalf of the Board of Directors. As such, the Finance Committee is authorized to delegate certain responsibilities to professional experts in various fields. These include, but are not limited to:

1. Investment Manager. The investment manager has discretion to purchase, sell, or hold the specific securities that will be used to meet the fund's investment objectives.
2. Banking and financial services. The investment management staff purchases and sells at the discretion of the Finance Committee and holds securities that will be used to meet the fund's investment objectives.
3. Brokers. Purchase and sell at the discretion of the Finance Committee and holds securities that will

be used to meet the fund's investment objectives.

4. Additional specialists such as attorneys, auditors, actuaries, retirement plan consultants, and others may be employed by the Finance Committee to assist in meeting its responsibilities and obligations to administer fund assets prudently.

The Finance Committee will not reserve any control over investment decisions, except for specific limitations described in these statements. Managers will be held responsible and accountable to achieve the objectives herein stated. While it is not believed that the limitations will hamper investment managers, each manager should request modifications which they deem appropriate.

If such experts employed are also deemed to be fiduciaries, they must acknowledge such in writing. All expenses for such experts must be customary, reasonable and will be borne by the fund as deemed appropriate and necessary.

## **DEFINITIONS**

1. "Fund" shall mean the SASS Investment portfolio.
2. "Finance Committee" shall refer to the Committee authorized to administer the fund as specified by applicable ordinance.
3. "Fiduciary" shall mean any individual or group of individuals that exercise discretionary authority or control over fund management or any authority or control over management, disposition, or administration of the fund assets.
4. "Investment Manager" shall mean any individual, or group of individuals, employed to manage the investments of all or part of the fund assets.
5. "Securities" shall refer to the marketable investment securities which are defined as acceptable in this statement.
6. "Investment Horizon" shall be the time period over which the investment objectives, as set forth in this statement, are expected to be met. The investment horizon for this fund is 3-5 years.
7. Banking and financial institutions shall include chartered banks, insurance companies, trust and loan companies and credit unions.

## **GENERAL INVESTMENT PRINCIPLES**

1. Investments shall be made solely in the interest of the fund.
2. The fund shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.

3. Cash is to be employed productively at all times, by investment in short-term cash equivalents to provide safety and liquidity.

#### **INVESTMENT MANAGEMENT POLICY**

1. Preservation of Capital - Consistent with their respective investment styles and philosophies, investment managers should make reasonable efforts to preserve capital, understanding that losses may occur in individual securities.
2. Risk Aversion - Understanding that risk is present in all types of securities and investment styles, the Finance Committee recognizes that some risk is necessary to produce long-term investment results that are sufficient to meet the fund's objectives. However, the investment managers are to make reasonable efforts to control risk and will be evaluated regularly to ensure that the risk assumed is commensurate with the given investment style and objectives.
3. Adherence to Investment Discipline - Investment managers are expected to adhere to the investment management styles for which they were hired. Managers will be evaluated regularly for adherence to investment discipline.
4. Liquidity – SASS operations require the ability to deposit and withdraw funds on a continuous basis. Investment managers therefore should make decisions that will maximize returns through short-term investments, while understanding the need for liquidity.
5. Long Term Investments – a portion of the fund's overall portfolio will be invested in long term growth mechanisms. This amount will be determined either as a percentage of the overall fund or a fixed amount of the fund by the Finance Committee on the advice of the investment managers.
6. Alternative Fund Sources – this fund may receive funds from various sources which have their own specific investment policies in place. The sources of these funds may come from planned giving or estate planning, foundation sources or others. In these cases, this
7. Investment policy will be modified to reflect those conditions and subsequently guide investment managers in the handling of those specific funding mechanisms.

#### **INVESTMENT OBJECTIVES**

In order to meet its needs, SASS' investment objective emphasizes capital growth with some focus on income.

#### **SPECIFIC INVESTMENT GOALS**

Over the investment horizon established in this statement, it is the goal of the aggregate fund assets to exceed:

**An absolute rate of return of 3-5% (net of expenses), including fixed income and appreciation, over a full market cycle (3-5 years).**

The investment goals above are the objectives of the aggregate fund and are not meant to be imposed on each investment account (if more than one account is used).

## **DEFINITION OF RISK**

The Finance Committee realizes that there are many ways to define risk. It believes that any person or organization involved in the process of managing SASS' assets understands how it defines risk so that the assets are managed in a manner consistent with the fund's objectives and investment strategy as designed in this statement of investment policy. The Finance Committee considers the tolerance for risk to be classified as low to medium. That is, comfortable with some fluctuations in the portfolio, and the possibility of small declines in value, in order to grow the portfolio over time. SASS' risk/return trade-off is classified as low-moderate.

## **ASSET ALLOCATION**

Based on SASS' profile, the asset allocation will be 35% to 60% Equity, 35% to 65% Fixed Income and 0% to 25% in Money Market Funds.

Due to the need for fund liquidity, it may be necessary to make investments on short term deposits that are lower return/lower risk. This may necessitate balancing the fund with higher risk investments for the remainder of the fund in order to achieve the desired rates of return.

## **GUIDELINES FOR FIXED INCOME INVESTMENTS AND CASH EQUIVALENTS**

Bonds investments will consist solely of taxable, fixed income securities that have an investment-grade rating (CBRS A-1 in the case of Corporate short-term debt, A+ for Corporate long-term debt, AA for Government long-term debt) that possess a liquid secondary market.

Prohibited securities include: private placements, derivatives, margined transactions, and foreign-denominated bonds.

## **PERFORMANCE REVIEW AND EVALUATION**

Performance reports generated by the Investment Manager shall be compiled at least quarterly and communicated to the Finance Committee for review. The investment performance of total portfolios, as well as asset class components, will be measured against commonly accepted performance benchmarks. Consideration shall be given to the extent to which the investment results are consistent with the investment objectives, goals, and guidelines as set forth in this statement. The Finance Committee intends to evaluate the portfolio(s) over at least a three year period, but reserves the right to terminate a manager for any reason including the following:

1. Investment performance which is significantly less than anticipated given the discipline employed and the risk parameters established, or unacceptable justification of poor results.

2. Failure to adhere to any aspect of this statement of investment policy, including communication and reporting requirements.
3. Significant qualitative changes to the investment management organization.

Investment managers shall be reviewed regularly regarding performance, personnel, strategy, research capabilities, organizational and business matters, and other qualitative factors that may impact their ability to achieve the desired investment results.

At least once every three years (concurrent with review of this policy), the Finance Committee will consider issuing a Request for Proposal to evaluate opportunities available in the investment manager market.

#### **INVESTMENT POLICY REVIEW**

To assure continued relevance of the guidelines, objectives, financial status and capital markets expectations as established in this statement of investment policy, the Finance Committee and Board of Directors will review this investment policy at least once every three years.

## **Society for Autism Support and Services (SASS) Reserves Policy**

(Effective: June 25, 2024)

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### **SCOPE OF THIS RESERVES POLICY**

This statement of reserves policy reflects the investment policy, objectives, and constraints of Society for Autism Support and Services' (SASS) investments.

### **PURPOSE OF THIS RESERVES POLICY STATEMENT**

This statement of reserves policy is set forth by the SASS Board of Directors in order to:

1. Define and assign the responsibilities of all involved parties.
2. Establish a clear understanding for all involved parties of the reserves policies.
3. Ensure the stability of the mission, employment, and ongoing operations of the society by providing for situations such as a sudden increase in expenses or capital requirements, or an unanticipated decrease in revenue.
4. Provide for the provisions of a separate account for the accumulation of capital to eventually be applied to a major capital expansion or upgrade.
5. Designate reserves accounts and, where appropriate, the target amounts for these reserves.

### **DEFINITIONS**

1. "Reserves" shall refer to the total amount of reserves held by the organization – both unreserved and reserved.
2. "Restricted Reserves" are internally restricted funds for specific purposes.
3. "Unrestricted Reserves" are general funds that are not restricted to any specific purpose.

### **RESTRICTED RESERVES**

1. Restricted reserves will be accounted for in three categories: Operations Reserve, Program Expansion Reserve, and Benefits Reserve.
2. The Operations Reserve is provided to fund unforeseen operational, programming, and capital expenditures and possible future reductions in government spending.
3. The Program Expansion Reserve is provided to fund potential expansion of programming alternatives.

4. The Benefits Reserve is provided to cover benefits expenses.
5. The total amount of Restricted Reserves will be held at a minimum of 6 months operating expenses. For clarity, the target will be 6/12th's of the Society's previous year's audited operating expenses.
6. Provided the six month's target is maintained, transfers between restricted reserve categories and into and out of restricted reserves may be recommended by SASS Management and approved by the Finance Committee. The expenditure of such funds is still be required to be in accordance with the approved budget or by specific approval of the Board of Directors.
7. Transfers out of Restricted Reserves that will result in a balance below the six-month target require specific approval of the Board of Directors.

#### **UNRESTRICTED RESERVES**

1. Unrestricted reserves are managed by Society Management and their use does not require board approval provided expenditure does not exceed the Board approved budget.

#### **INVESTMENT OF RESERVES FUNDS**

Investment of reserves funds shall be governed by the Society's Investment Policy.

#### **RESERVES POLICY REVIEW**

This policy will be reviewed by the Finance Committee and the Board of Directors at least once every three years.

## Society for Autism Support and Services (SASS)

### Gift Acceptance Policy

(Effective: December 10, 2024)

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Acceptance of all gifts ultimately rests with the discretion of the Executive Director or SASS Board of Directors. The Executive Director has the authority to accept gift under \$200,000 while gifts over \$200,000 required the approval of the Board of Directors.

All fundraising and fund development activities at SASS shall reflect our core values. SASS does not accept gifts when a condition of such acceptance would compromise our fundamental principles or that require the organization to provide any valuable or special consideration to the donor (e.g., employment, placement in a program).

SASS' solicitation of gifts is guided by our strategic priorities. Undesignated gifts will be used to support administration, operations, program-related activities and capital projects previously identified in SASS' Strategic Plan. Designated gifts are used as per donor stipulations, which must be consistent with SASS' core values and strategic priorities.

All fundraising activities must comply with Canada Revenue Agency's (CRA) policies.

**Gift Recording** – SASS maintains a secure data based to record, track and receipt all donations.

**Gift Accounting** – SASS maintains general ledger codes to receive donations/gifts and to disburse funds to programs/services as dictated by the donor in the case of designated gifts or by SASS strategic priorities in the case of undesignated gifts. All funds will be managed by the Controller or designate within SASS' investment policy and reporting procedures for the organization.

**Gift Acknowledgement** – SASS will acknowledge all gifts within one month of receipt using an appropriate thank you letter or card based on the gift level. If a tax receipt is required, the receipt will include the wording required by CRA.

**Outstanding Contributions/Naming Rights** – SASS may name buildings or other assets after individuals or entities who have made a minimum donation of \$500,000 to the Society. Such naming opportunities must be approved by the SASS Board of Directors before being discussed with the donor.

**Gifts In-Kind** – A gift in kind includes equipment, materials, services or other goods that would be of benefit the organization. Receipting and/or acknowledging gifts-in-kind must follow CRA regulations (<https://www.canada.ca/en/revenue-agency/news/cra-multimedia-library/charities-video-gallery/cra-charities-communications-gifting-receipting.html>). Only the Executive Director and SASS Board of Directors have the authority to accept a gift-in-kind to ensure CRA regulations are followed.

**Confidentiality** - All information concerning prospective and/or current donors shall be confidential. No information shall be released internally (other than to the Board of Directors), or to the general public, without securing the prior permission of the donor. SASS will not share, exchange or sell donor information, records or lists to other organizations or entities.

## **Society for Autism Support and Services (SASS) Financial Accountability Policy**

(Revised/Reviewed: March 26, 2025)

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This policy ensures that financial statements follow the generally accepted accounting principles; assets are safeguarded; guidelines established by funders are followed; and finances are managed with accuracy, efficiency and transparency.

All SASS staff with financial accountabilities and Board member are expected to comply with this policy.

### **Overview**

Society for Autism Support and Services (Calgary Region) (SASS) recognizes the importance of financial accountability for provincially granted funds, donations and all other funds received by the organization.

As such, SASS

- a. Complies with all applicable provincial and federal legislation;
- b. Follows the generally accepted accounting standards and principles issued by the Accounting Standards Board which are detailed in the appropriate handbook of the Chartered Professional Accountants of Canada, CPA; and
- c. Reflects the most effective standard practices and principles generally utilized by other independent schools in Alberta and Canada to ensure consistent, accurate, transparent, and ethical use of all funds.
- d. Annually revising protocols in light of any recommendation flowing from its Audited Annual Financial Statements.

### **Internal Controls**

SASS is committed to ensuring transparency and accountability in all financial processes. Throughout its processes, SASS implements internal controls to minimize the opportunity for mismanagement of processes. In general, these controls consist of, but not limited to:

- a. Segregation of Duties:

SASS' financial duties are distributed among multiple people to promote early detection and protection from fraud and/or error. This distribution of duties aims for maximum protection of SASS' assets while also considering efficiency of operations. At a minimum, the following areas are separated:

1. Transaction authorization or approvals
  2. Custody of assets
  3. Recording transactions
  4. Reconciliation/Control activity related to bank statements, accounts, deposits
  5. Approving timecards – all time cards are approved by the employee's supervisor or a designate
- b. Controlling access to accounting systems by passwords, two-factor authentication, electronic access logs and physical locks
  - c. Physical audits of assets such as cash, inventory, investments and capital assets

- d. Standardized documentation such as invoices, receipts, deposits, expense claims
- e. Regular trial balances to identify discrepancies
- f. Reconciliations, such as a monthly reconciliation of bank statements with SASS' financial records
- g. Outlining compensation of senior managers in accordance with current regulations and appropriate benchmarks
- h. Placing Fair Market Value restrictions on all related party transactions

### **Roles & Responsibilities**

The SASS Board of Directors is responsible for:

- a. Approving the annual budget for the upcoming school year
- b. Annually appointing an auditor
- c. Reviewing, signing and submitting to the province all required documentation and copies of the auditor's recommendations respecting SASS' internal controls and accounting procedures
- d. Regularly reviewing in-year reports on actual results compared to budget and previous year's results and explaining discrepancies. These reports include a *Statement of Financial Position* (Balance Sheet) and a *Statement of Operations* (Income and Expenditures)
- e. In light of auditor's recommendations, annually approving SASS' updated *Financial Accountability Policy*

SASS' Executive Director and Controller are responsible for:

- a. Implementing financial management policies established by the board
- b. Ensuring that the board has access to all financial documents required for them to carry out their roles and responsibilities

**Related Party Agreements:** Transactions involving property and the engagement of services will happen at Fair Market Value.

**Capital assets:** SASS is committed to confirming that all capital assets are properly accounted for by ensuring that there is:

- a. Authorization or approval for expenditure
- b. Authorization or approval for disposal
- c. Verification of title to asset purchased
- d. Periodic audit of fixed asset inventories

**Reimbursement of expenses:** SASS' is committed to confirming that all expense claims and reimbursements are properly accounted for by ensuring that there is:

- a. Clearly defined expense reimbursement procedure

- b. Original receipts attached to all claims
- c. Supervisor review and approval prior to submission for payment
- d. Periodic audit of employee reimbursement claims

**Investments:** (For additional information see Board Policies Manual – Investments & Reserves Policy). The Board of Society for Autism Support and Services (Calgary Region) is committed to safeguarding all investments by ensuring that there is:

- a. A clearly defined approved investment policy document
- b. Compliance letter confirmations as applicable for external investment advisors
- c. Verification of title to investments purchased
- d. Reconciliation of investments to monthly statements

**Transfer of grants:** SASS follows regulations with regards to transfer of grants and may only transfer a grant or portion thereof to:

- a. The Government of Alberta
- b. A society under the *Societies Act* or non-profit company registered under part 9 of the *Companies Act* that:
  - a. Provides an early childhood services program
  - b. Provides program support to an early childhood services program
- c. Operator of a charter school or funded private school

**Definitions:**

Fair Market Value: Fair Market Value (FMV) is the price a product would sell for on the open market assuming both the buyer and seller are reasonably knowledgeable about the asset, are behaving in their own best interests, are free from undue pressure, and are given a reasonable time period for completing the transaction.

Internal Controls: Internal Controls are policies and procedures put in place to ensure the continued reliability of accounting systems.

Related Party Transaction: A related-party transaction is a deal or arrangement between two parties who are joined by a pre-existing business relationship or a common interest.

**Society for Autism Support and Services (SASS)**  
**Third Party Fundraising Event Agreement & Form**  
(Effective: March 25, 2025)

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**To: [Name, address]**

Dear \_\_\_\_\_:

**RE: THIRD-PARTY FUNDRAISING EVENT AGREEMENT**

The **Society for Autism Support and Services (“SASS”)** is honoured that you have chosen our organization as the beneficiary of your fundraising efforts. We thank you for your interest and commitment to helping us fulfill our mission or enhancing lives across the spectrum. Each gift has a direct and immediate impact on those we serve.

As a registered charity, SASS follows all Canada Revenue Agency regulations regarding charitable giving. Any individual or organization that wishes to conduct an event benefitting SASS must receive written approval from Dr. Kimberley Ward, SASS Executive Director, **at least 60 days in advance**.

**1. Definition**

A third-party event is an activity intended to promote fundraising in support of SASS’ mission (the “Event”). The responsibility for organizing and executing the Event lies entirely with the volunteers and/or staff of the company, organization or group that has been approved by SASS to execute the Event. For the purposes of this agreement, we shall refer to you as the “Event Organizer”.

**2. Overview and Requirements**

To enhance the success of the Event and avoid conflicts with SASS donors, corporate sponsors, or other previously planned events and activities, we ask that you, as the Event Organizer, agree to following:

2.1 The Event shall support SASS’ mission, vision, and core values, while also respecting SASS’s identity as an organization. A copy of the SASS’s mission, vision and core values is attached to this agreement as Schedule “A”.

2.2 The Event Organizer shall complete, execute and submit to SASS the Third Party Event Proposal Form (the “Proposal”) attached here as Schedule “B” and incorporated by reference into this agreement. Notwithstanding Schedule “B” attached, SASS may require such further and other documentation and information, as it may deem appropriate, to be included in the Proposal. The Proposal shall be submitted to SASS’s Executive Director at least 60 days in advance of the Event. **In all circumstances, the Event Organizer shall not promote or undertake the organization or operation of the Event or solicit contributions until this agreement and the Proposal have been signed by SASS and the Event Organizer. For clarity, neither the Proposal nor this agreement shall be of any force and effect unless and until both have been fully executed by SASS and the Event Organizer.**

2.3 The Event Organizer understands and agrees that in advance of the Event, the Event Organizer and SASS shall determine their respective roles and responsibilities in the planning, coordination and hosting of the Event.

2.4 The Event Organizer understands and agrees that SASS, its staff and board members, are unable to provide any financial, staffing or other support to the Event Organizer.

2.5 The distribution of the funds raised during the Event shall reflect both the intent of the donors and the stated objectives of SASS.

2.6 The Event Organizer shall carry out the Event in compliance with all relevant municipal, provincial and federal legislation.

2.7 Event promotion is the sole responsibility of the Event Organizer.

2.8 The Event Organizer shall ensure that no public announcements, media events, Event promotions or solicitations are made until SASS's written approval to the Proposal has been granted and this agreement has been fully executed and returned to SASS.

2.9 Further, SASS must approve all promotional materials including or promoting SASS's name and/or logo (media advisories, press releases, public service announcements, social media postings, posters, tickets, brochures, invitations, etc.) before they are published, disseminated or released.

2.10 SASS's logo cannot legally be reproduced, published or otherwise used by the Event Organizer without SASS's prior written permission.

2.11 If, in SASS's discretion, SASS determines that it is appropriate to promote the Event, it may do so through:

- The Society for Autism Support and Services website ([www.autism.ca](http://www.autism.ca))
- SASS's social media channels

2.12 SASS will not solicit sponsors or provide any donor/service recipient contact information.

2.13 To support SASS's stewardship practices, the Event Organizer must provide a list of potential sponsorship contacts (including all potential in-kind donors) to SASS prior to performing any solicitations and the Event Organizer shall abide by any directions of SASS with respect thereto.

2.14 Promotional materials shall characterize the use for which the donations will be made as follows:

*"Proceeds benefit the Society for Autism Support and Services."*

### **3. Financial and Other Requirements**

The Event Organizer shall comply with all Canada Revenue Agency regulations and fundraising best practices. The Event Organizer shall be solely responsible for all Event-related costs and expenses. For clarity, SASS shall bear no responsibility for any costs or expenses incurred in the planning, promotion, operation or completion of the Event except as expressly agreed to in advance, and in writing, by SASS.

3.1 The Event Organizer shall provide a completed budget for review and approval in the format set out in the Proposal. Any significant changes to the budget shall be communicated to SASS, for their review and approval, as soon as the Event Organizer becomes aware of them. Failing which the proposal shall be deemed to be rejected.

3.2 SASS will provide an official income tax receipt for all donations of \$25 and more.

3.3 All cheques and electronic fund transfers shall be made payable to *Society for Autism Support and Services* and sent to the attention of the Fund Development Coordinator within 30 days following the Event.

3.4 Cash donations of \$25 or more requesting an official income tax receipt must be accompanied by a signed statement including the donor's name, address, phone number, email, and the amount of each donation.

3.5 Proceeds shall be sent within 30 days following the Event in the form of a electronic fund transfer, cheque, or bank draft payable to *Society for Autism Support and Services*, 404 94 Avenue S.E., Calgary, Alberta, T2J 0E8 or in such other form of delivery to SASS, including electronic transfer, as SASS and the Event Organizer agree.

3.6 If Event expenses are greater than the total amount collected, the Event Organizer shall be solely responsible for paying any shortfall.

#### **4. Liability and Licenses**

The Event Organizer shall provide to SASS **proof of Commercial General Liability Insurance** satisfactory to the SASS and underwritten by an insurer licensed to conduct business in the Province of Alberta. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include, but not be limited to:

- (a) A limit of liability of not less than \$ 2 million/occurrence with an aggregate of not less than \$ 5 million;
- (b) The addition of SASS as an Additional Insured with respect to the operations of the Named Insured;
- (c) The policy shall contain a provision for cross-liability and severability of interest in respect of the Named Insured;
- (d) Non-owned automobile coverage with a limit not less than \$2 million and shall include contractual non-owned coverage (SEF 96);
- (e) Tenants' Legal Liability;
- (f) Products and Completed Operations coverage;
- (g) Contractual Liability;
- (h) The policy shall provide 30 days prior notice of cancellation;
- (i) Host Liquor Liability in the event there is alcohol provided/served.

4.1 The Event Organizer warrants that it has the authority and capacity to organize, promote and execute the Event.

4.2 SASS must receive written notice of any significant changes planned for the Event prior to the Event taking place. Changes shall be communicated as soon as it is recognized that the initial plan must be revised.

4.3 SASS reserves the right at any time to direct the Event Organizer to cancel the Event. Alternatively, SASS is at liberty to direct the Event Organizer to remove SASS as a beneficiary of the Event, if in SASS's sole and absolute discretion, it is appropriate to do so. In such case, the Event Organizer agrees to remove SASS's name and logo from all promotional materials, media postings and solicitations and advise all sponsors or donors of SASS's withdrawal. Situations in which SASS may so choose to withdraw or cancel shall include, but are not limited to, SASS determining that the Event no longer supports SASS's mission, vision and core values, or if significant changes are required to the budget or to the Proposal, which, in SASS's determination may be to the detriment of SASS.

4.4 The Event Organizer shall indemnify, release and hold harmless SASS, its directors, employees, agents, volunteers and anyone else for whom SASS is responsible at law from all claims, demands, actions, proceedings, causes of action, losses, damages, liabilities, deficiencies, fines, expenses of every kind whatsoever, including without limitation, all legal fees rendered on a solicitor-client basis and other professional fees and disbursements which SASS may suffer, sustain, pay or incur resulting from, arising out of, attributable to or connected with, directly or indirectly any injury, damage, accident or other loss to the person or property of the Event Organizer or any other third party resulting from, arising out of, attributable to or connected with the Event, including, but not limited to, the planning, organization, promotion, execution and completion of the Event.

## **5. What SASS Can Do**

Once SASS has provided the Event Organizer with written approval to the Proposal, SASS shall make available its expertise to ensure that the Event reflects SASS's mission, vision and core values to the extent that SASS's time and resources allow. The monetized value of these contributions shall be added to the Event donation total but shall not be characterized as Event expenses nor deducted as such by the Event Organizer.

Contributions may include, but are not limited to:

- 5.1 Assisting in the designation of the Event proceeds.
- 5.2 Providing a letter of support to validate the authenticity of the Event and the Event Organizer.
- 5.3 Providing existing communication materials for the Event such as brochures.
- 5.4 Assigning a representative to attend the Event.
- 5.5 Acknowledging the Event's donation by publishing the Event's name, description, date, location and contact information on its website and on social media.
- 5.6 Listing the results in SASS's annual report.

## **6. Things to Remember**

- 6.1 Complete, sign and submit the Proposal at least 60 days before the Event.
- 6.2 Establish goals that are realistic and measurable.
- 6.3 Identify your audience.
- 6.4 Plan a budget. Identify revenues and expenses.
- 6.5 Ensure that all promotional materials are approved by SASS.
- 6.6 Until SASS's written permission is received, the name Society for Autism Support and Services or SASS or its logo cannot be used for any purposes and contributions cannot be solicited.

Thank you again for your interest in planning an event to benefit SASS. Your support helps us to enhance lives across the spectrum. If you are in agreement with the terms set out in this agreement, please so indicate by signing and dating in the space provided below.



Very truly yours,

**SOCIETY FOR AUTISM SUPPORT AND SERVICES**

\_\_\_\_\_  
Dr. Kimberly Ward, Executive Director                      Date \_\_\_\_\_

**ACKNOWLEDGED AND AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_**

Organization or Individual Name Printed: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Society for Autism Support and Services (SASS)**  
**SCHEDULE "B"**  
**THIRD-PARTY FUNDRAISING EVENT PROPOSAL FORM**  
(Effective March 25, 2025)

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Name of proposed event:

Name of sponsoring individual/organization:

Address of sponsoring organization:

Telephone number of sponsoring organization:

Email of sponsoring organization:

Name of contact person:

Contact Telephone#:

Contact Email:

Event Information (use additional sheet if necessary):

Date:

Time:

Duration:

One-time event

Multi-year event

Location of proposed event:

Address:

Percentage of revenue that will be donated to the Society for Autism Support and Services:

The following shall be required for all events:

- Insurance
- Licences
- Liability releases:

and details thereof should, and how they will be provided should be attached hereto.

If any of the above are not applicable, details of the same should be attached hereto.

What participation or resources, if any, would you expect from the Society for Autism Support and Services?

How do you plan on promoting the event?

Proposed Budget (all costs are to come out of event proceeds or to be paid directly by the event organizer): Please list all costs, including in-kind.

- Rentals/Venue \$

- Food/Beverages \$
- Printing (invitations, brochures, tickets, etc.) \$
- Advertising \$
- Entertainment \$
- Prizes/Giveaways \$
- Other (please specify) \$
- Other (please specify) \$
- Other (please specify) \$

TOTAL EXPECTED INCOME \$

TOTAL COSTS \$

PROJECTED REVENUE TO THE SOCIETY FOR AUTISM SUPPORT AND SERVICES \$

**Additional information/comments:**

**PLEASE NOTE: All expenses incurred with respect to the proposed event are to be borne by the Event Organizer. At no time shall Society for Autism Support and Services be responsible for any expenses incurred at any stage of the proposed event, including its planning, promotion, staging, execution and completion.**

**This *Proposal shall* not be of any force and effect unless and until both SASS and the Event Organizer have executed a Third-Party Event Agreement relating to the intended event.**

**PROPOSED EVENT ORGANIZER**

**I / WE CONFIRM AND ACKNOWLEDGE** that the above information is true and agree to abide by the terms of this proposal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Organization/Individual Name Printed: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**SOCIETY FOR AUTISM SUPPORT AND SERVICES**

\_\_\_\_\_  
Dr. Kimberley Ward, Executive Director

## **Society For Autism Support and Services (SASS) Contract Approval and Procurement Policy**

(Effective: June 1, 1984)

(Revised/Reviewed: December 2025)

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### **1. Purpose**

The purpose of this policy is to ensure that all external contracts and purchases made by the Society are managed in a transparent, consistent, and fiscally responsible manner. This includes determining when Board approval is required, when multiple quotes are to be obtained, and when preferred vendors may be used.

### **2. Scope**

This policy applies to all employees, contractors, and Board members involved in the negotiation, approval, or signing of contracts and agreements on behalf of the Society.

Contracts include, but are not limited to:

- Service agreements
- Purchase or lease of equipment
- Construction or renovation projects
- Consulting and professional services
- Maintenance, IT, or other operational service contracts

### **3. Guiding Principles**

- Stewardship of public and donor funds
- Transparency and accountability
- Fair and open competition
- Compliance with applicable laws and funding agreements

### **4. Approval Authority**

<b>Contract Value</b>	<b>Approval Required</b>	<b>Signing Authority</b>
Up to \$25,000	Executive Director	Executive Director
\$25,001 - \$100,000	Executive Director & Board Chair	Executive Director & Board Chair
Over \$100,000	Board of Directors Approval (motion required)	Executive Director & Board Chair

*Note: The Board must approve any new contractual obligation that may significantly impact the organization's financial position, staffing, or strategic direction.*

## **5. Requirement for Multiple Quotes**

To ensure best value and fair competition:

- **Purchases or contracts under \$10,000:** One quote or estimate is sufficient.
- **\$10,001 – \$25,000:** At least **two written quotes** should be obtained and documented.
- **Over \$25,000:** A **minimum of three written quotes** or a **formal Request for Proposals (RFP)** process is required, unless an exemption is approved under Section 6.

Documentation of all quotes and evaluation rationale must be retained for audit and review purposes.

## **6. Use of Preferred Vendors**

Preferred vendors may be established when:

- The vendor has demonstrated reliability, quality, and cost-effectiveness;
- The Society has a long-term service or maintenance agreement that offers volume or loyalty discounts;
- Specialized expertise or proprietary knowledge makes alternatives impractical;
- A funding contract requires or restricts vendor choice.

Use of a preferred vendor must be **approved by the Executive Director** to confirm ongoing value and suitability.

When a preferred vendor is used, the justification must be documented by the Executive Director.

## **7. Conflict of Interest**

All employees and Board members must declare any potential or actual conflict of interest related to a procurement decision. No individual may participate in a decision where such a conflict exists.

## **8. Contract Execution**

All contracts must:

- Be in writing and reviewed for legal and financial implications;
- Be signed by authorized signing officers per the Society's bylaws and banking resolution;
- Be stored in a secure, centralized location.

No employee or volunteer may commit the Society to an agreement unless properly authorized under this policy.