FANSHAWE COLLEGE STUDENT UNION
(the "**Student Union**")
BY-LAW NO. 1

BE IT ENACTED as a by-law of the Student Union, which will repeal and replace all existing by-laws as of the Effective Date, as follows:

Article I.
INTERPRETATION

1.1 Definitions – In this By-Law No. 1 and all other by-laws and resolutions of the Student Union, unless the context otherwise requires:

"**Act**" means the *Not-for-Profit Corporations, 2010 (Ontario)*, including the Regulations, and any statute or regulations that may be substituted therefor, as amended from time to time;

"Actively Progressing" means a student who is enrolled as a full-time post-secondary student and progressing academically within a post-secondary program at Fanshawe College and/or on an approved co-operative (co-op) term with a confirmed work placement, as determined by the Career and Co-Operative Education Department and/or the Office of the Registrar. *A student who is in-between semesters of a program and/or has graduated would not be considered a full-time student.

"**Annual Meeting of Members**" means a meeting of the Members convened in accordance with Section 4.2 and the Act;

"**Articles**" means the articles of incorporation, restated articles, amendment, amalgamation, arrangement, continuance, dissolution, reorganization, revival, letters patent, supplementary letters patent or a Special Act of the Student Union, or any other similar documents;

"**Board**" means the board of directors of the Student Union and may be referred to as the S.A.C.;

"**By-Laws**" means this By-Law No. 1 and all other by-laws of the Student Union as amended and which are in force and effect at a given time;

"**Chair**" means the individual appointed to this Officer position in accordance with ArticleVII;

"**Director**" means a member of the Board appointed or elected in accordance with Article V;

"**Diversity**" encompasses acceptance and respect. It means understanding that each individual is unique. It means moving beyond simple tolerance and fully embracing the rich dimension of diversity contained within each individual. The Student Union values and recognizes the beneficial role that difference makes possible. These differences include, but are not limited to, dimensions of race, ethnicity, gender, sexual orientation, socio-economic status, age, physical ability, religious beliefs;

"**Effective Date**" means the date that the Articles of Amendment of the Student Union filed to comply with the Act in conjunction with the passage of this By-Law No. 1 are processed by the Ontario Ministry of Public and Business Service Delivery;

"**Event of Default**" means any of the following events:

(a) the absence by a Director, without prior authorization from the Board, from two (2) consecutive Board meetings or four (4) meetings throughout the Director's term;

(b) attendance, without permission of the Board, at more than four (4) meetings of the Board by telephonic or electronic means, unless such Director is permanently or temporarily residing outside of London, Ontario, or for health reasons due to which in-person meetings are prohibited or should otherwise be avoided;

(c) violation by a Director of any provision of the Articles, By-Laws, or written policies of the Student Union or of Fanshawe College applicable to such individual, whether as a student, Director, Member, or Officer, as determined by the Board in its sole and absolute discretion;

(d) the carrying out, by a Director, of any conduct, whether in a public capacity (as a Member, Director, or Officer) or in a private capacity (for example, on social media), which may be detrimental to the Student Union, as determined by the Board in its sole and absolute discretion;

(e) the conviction of a Director for a criminal, civil, or regulatory offence; or

(f) the occurrence of any other event that the Board, in its sole and absolute discretion, considers to be reasonable justification for the removal of the Director from office, having regard to the purpose, mission, vision, and values of the Student Union;

"Executive Director" means the individual hired by the board to this position in accordance with Article VII;

"**Extraordinary Resolution**" means a resolution that is:

(a) submitted to a Special Meeting of Members duly called for the purpose of considering the resolution and passed at the Meeting of Members, with or without amendment, by at least eighty percent (80%) of the votes cast; or

(b) consented to in writing by each Member entitled to vote at a Meeting of Members;

"**Fanshawe College**" means The Fanshawe College of Applied Arts and Technology, established pursuant to Ontario Regulation 34/03 of the *Ontario Colleges of Applied Arts and Technology Act, 2002* SO 2002, c 8, Sch F;

"FSU Ancillary Fee Package" refers to the total bundled amount of all FSU Ancillary fees in an academic year;

"**Meeting of Members**" means either or both an Annual Meeting of Members or a Special Meeting of Members;

"**Member**" means a member of the Student Union as per the terms of Article III and the Articles;

"**Officer**" means an officer of the Student Union appointed by the Board pursuant to Article VII; this definition is not intended to include any employee of the Student Union who falls within the definition of "Officer" under the Act or any other statute or regulation;

"**Ordinary Resolution**" means a resolution that is:

(a) is submitted to a Meeting of Members and passed at the Meeting of Members, with or without amendment, by at least a majority of the votes cast; or
(b) is consented to in writing by each Member entitled to vote at a Meeting of Members of the Student Union;

"**Policies and Procedures**" means such policies, rules, and regulations relating to the governance, management, and operations of the Student Union that are approved by the Board, in its sole discretion, from time to time, and that are binding on the Student Union, the Members, the Directors, and the Officers;

"**President**" means the individual appointed to this Officer position in accordance with Article VII;

"**Proposal**" means a proposal submitted by a Member that meets the requirements of Section 56 of the Act;

"**Record Date**" means the date and time, which shall be at least thirty (30) days prior to the relevant Meeting of Members, chosen by resolution of the Board. Any Member who is not a Member as of the Record Date shall not be entitled to receive notice of, or to vote at, the relevant Meeting of Members;

"Registered Office" means the registered address of the Student Union as set out in its Articles or in the most recent notice filed under the *Corporations Information Act;*

"**Regulations**" means the regulations made under the Act, as amended, restated, or in effect from time to time;

"**S.A.C.**" means the Board;

"**Secretary**" means the individual appointed to this Officer position in accordance with Article VII;

"Signing Officers" means the individuals designated in the Policies and Procedures, or by Board resolution, to have signing authority on behalf of the Student Union;

"**Special Business**" has the meaning ascribed to that term in Section 4.2;

"**Special Meeting of Members**" means a meeting of the Members convened in accordance with Section 4.4 and the Act;

"**Special Resolution**" means a resolution that:

(a) is submitted to a Special Meeting of Members duly called for the purpose of considering the resolution and passed at the Meeting of Members, with or without amendment, by at least two-thirds (2/3rds) of the votes cast; or

(b) consented to in writing by each Member entitled to vote at a Meeting of Members of the Student Union;

"Terminated for Cause" refers to an employee whose employment was ended due to serious misconduct, breach of trust, or other behaviour that constitutes just cause for dismissal under Ontario employment law; and

"10% of Members" refers to ten percent (10%) of the total number of active Members of the Corporation as determined by the official ten-day enrolment count provided by Fanshawe College through the Office of the Registrar for the applicable academic term.

1.2 Interpretation – In the interpretation of this By-Law No. 1, unless the context otherwise requires, the following rules shall apply:

a) except where specifically defined in this By-Law No. 1, words, terms, and expressions appearing in this By-Law No. 1 shall have the meaning ascribed to them under the Act;

b) words importing the singular number only shall include the plural and vice-versa;

c) words importing one (1) gender only shall include all genders;

d) the word "person" shall mean an individual, body corporate, a partnership, a trust, a joint venture, or an unincorporated association or organization;

e) the headings used in this By-Law No. 1 are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions of this By-Law No. 1 or to be deemed in any way to clarify, modify, or explain the effect of any such terms or provisions; and

f) except where specifically stated otherwise, references to actions being taken "in writing" or similar terms shall include electronic communication and references to "address" or similar terms shall include e-mail address. It is the intent of the Student Union to use electronic communication whenever possible.

Article II.
GENERAL

2.1 Registered Office – The Registered Office shall be situated in the City of London, Ontario or at such other place within Ontario as otherwise set by the Board or the Members in accordance with the Act.

2.2 Corporate Seal – The Student Union may, but need not, have a corporate seal. If adopted, the seal shall be in the form and at such location as approved by the Board.

2.3 Fiscal Year – The fiscal year of the Student Union shall end on the last day of April of each year or as changed by resolution of the Board.

2.4 Execution of Documents –

(a) Deeds, contracts, and other written documents ("**Documents**") to be executed on behalf of the Student Union shall be signed by any two (2) of the designated Signing Officers; provided, however, that operational contracts may be signed by an authorized staff or department lead if such contract falls within approved budgets and policies.

(b) In addition to the standard signing requirements set out in Section 2.4(a), the Board may, by resolution, direct the manner in which, and the person or persons by whom, Documents generally and/or a particular Document or type of Document shall be executed.

(c) Documents may be executed and delivered by hand or by electronic or telephonic transmission, and in counterparts, and such documents, when duly executed and delivered by all persons required, shall be deemed to constitute one (1) document. Any person authorized to sign any Document may affix the corporate seal to the Document.

2.5 Banking – The banking business of the Student Union shall be transacted at such bank, trust company, or other firm carrying on a banking business in Canada or elsewhere as the Board may designate, appoint, or authorize from time to time. The banking business or any part of it shall be transacted by an Officer or Officers of the Student Union and/or other persons as the Board may by resolution from time to time designate, direct, or authorize.

2.6 Invalidity of any Provisions of this By-Law No. 1 – The invalidity or unenforceability of any provision of this By-Law No. 1 shall not affect the validity or enforceability of the remaining provisions of this By-Law No. 1.

2.7 Decision Making Threshold – A resolution presented to the Board at a Board meeting shall be passed by a majority of votes cast on that resolution. A resolution presented to the Members at a Meeting of Members shall be passed by either an Ordinary Resolution, a Special Resolution, or an Extraordinary Resolution, depending on the language set out herein, and as defined in Articles
1, Section 1.1 - Definitions, including any applicable provisions in the Articles, or in the Act.

2.8 Dissolution – Upon the dissolution of the Student Union any property or funds shall be used to first settle all liabilities of the Student Union, and then any remaining property or funds shall be distributed as determined by the Board in accordance with the Act and the *Income Tax Act* (Canada).

2.9 Referendums -

(a) Referendums shall be called upon a decision of a two-thirds (2/3rds) vote of the Board or upon a petition bearing the names and student numbers of ten percent (10%) of the Members.

(b) The Board shall be responsible for the conduct of a referendum and the question to be decided by such referendum shall be published on the campuses and placed on designated bulletins, not later than seventy-two (72) hours prior to the opening of the

polls.

(c) The results of a referendum shall not be valid unless at least ten percent (10%) of the Members voted in the referendum.

2.10 External Affiliations - The Student Union may not be a member of any external organization in which the bylaws of the external organization, would supersede and/or conflict with the bylaw or core values of the Student Union.

Article III.
MEMBERS

3.1 Member Classes and Rights –

(a) Subject to the Articles, there shall be one (1) class of Members.

(b) ~~A full-time student of Fanshawe College who is confirmed by the Office of the Registrar as being enrolled in a full-time program of study, on an approved co-op term, or in a reduced course load (including College-approved accessibility accommodations), shall become a Member upon payment of the applicable FSU membership fee in accordance with Section 3.5 and shall remain as a Member until one (1) of the events set out in Section 3.2(b) occurs. A student who is on an academic break, in between semesters of a program, and/or has graduated would not be considered a FSU Member.~~ A full-time post-secondary student of Fanshawe College who is actively progressing in a program, as determined by the Office of the Registrar, is a Member in accordance with the FSU Membership Policy and shall remain a Member until one (1) of the events set out in Section 3.2(b) occurs.

(c) Each Member shall have the right to:

i. receive notice of, attend, and vote at each Meeting of Members and referendum.Each Member shall have one (1) vote;

ii. establish and/or join organizations/clubs under the jurisdiction of the Student Union, and to participate in all activities sponsored by such organizations/clubs;

iii. nominate a candidate for election in Student Union elections;

iv. stand for election and to hold office as a Director provided the Member meets the eligibility criteria for Directors set out in this By-Law No. 1 and the Policies and Procedures; and

v. stand for election as the President, provided the Member meets the eligibility criteria for the President set out in this By-Law No. 1 and the Policies and Procedures.

3.2 Transferability and Termination of Membership –

A) A Member's membership cannot be transferred.

B) A Member's membership shall terminate for any of the following reasons:

i. the Member dies;

ii. the Members resigns in accordance with Section 3.3 below;

iii. the Member's membership is terminated in accordance with Section 3.4 below;

iv. the Member ceases to be a full-time student of Fanshawe College who is actively progressing in a program, as determined by the Office of the Registrar;

v. the term of membership has expired and has not been renewed; or

vi. the Student Union is liquidated or dissolved pursuant to the Act.

C) Subject to the Articles, upon the cessation of a Member's membership, the rights of the Member, including any rights in the property of the Student Union, automatically cease to exist and any and all positions of the Member as a Director or Officer automatically terminate. No membership dues will be returned to a previous Member upon cessation of the Member's membership. Cessation of a Member's membership will not relieve the Member from the payment of any obligation due to the Student Union at the time of cessation.

D) If an individual who ceases to be a Member is also a Director and Officer, such individual shall automatically cease to be a Director and an Officer, if applicable, as of the date of cessation as a Member.

3.3 Resignation – Any Member may resign as a Member by delivering a written resignation to the Secretary (or, if the Member is the Secretary, to the Chair), in which case such resignation shall be effective from the date specified in the resignation, or if no date is specified, as of the date of delivery of the resignation.

3.4 Discipline of Members–

(a) Any disciplinary action or termination of a Member's membership must be done in good faith and in a fair and reasonable manner. The Board shall have the authority to suspend or expel any Member for any one (1) or more of the following grounds:

(i) violating any provision of the Articles, By-Laws, or written policies of the Student Union applicable to such individual, whether as a Member, a Director, or an Officer (as applicable), as determined by the Board in its sole and absolute discretion;

(ii) carrying out any conduct, whether in an official capacity (e.g. at a Meeting of Members) or in a private capacity (e.g. on social media) which may be detrimental to the Student Union as determined by the Board in its sole and absolute discretion; or

(iii) for any other reason that the Board in its sole and absolute discretion considers to be reasonable, having regard to the purpose, mission, vision, and values of the Student Union.

(b) In the event that the Board determines by resolution to propose that a Member's

membership should be suspended or that a Member should be expelled, the following process shall apply:

(i) The Secretary or such other Officer as the Board may determine shall provide twenty (20) days' notice of suspension or expulsion to the Member and shall provide written reasons approved by the Board for the proposed suspension or expulsion.

(ii) The Member may make written submissions in response to the notice to the Secretary or such other Officer providing the notice within such twenty (20) day period.

(iii) If no written submissions are received in accordance with this Section 3.5 within such twenty (20) day period, the Secretary or such other Officer shall notify the Member that the proposed suspension or expulsion has taken effect.

(iv) If written submissions are so received, the Secretary or such other Officer shall notify and provide a copy thereof to the Board. Within ten (10) days of receipt of same by the Board, the Board shall hold a meeting to consider such submissions in arriving at a final decision and shall notify the Member concerning such final decision within a further twenty (20) days from the date of the Board meeting.

(v) The Board's decision shall be final and binding on the Member, without any further right of appeal, other than as set out in the Act.

3.5 Fees – The fees payable by Members must be approved, for each academic year, by the S.A.C. and Fanshawe College's Board of Governors. If any change to the fees payable by Members is contemplated for an upcoming academic year, the following steps must be completed.

(a) If the change involves an increase that is five percent (5%) or less than the total FSU ancillary fee Package, the change must be approved by a two-thirds (2/3rds) vote of the S.A.C.

(b) If the change involves an increase that is greater than five percent (5%) but not greater than ten percent (10%) of the total FSU ancillary fee package, S.A.C. must publish on campus, using all the appropriate mediums, the motion for the proposed fee increase, not later than fourteen (14) days prior to the said motion being voted upon by S.A.C. The Members that oppose such fee increase may sign a petition to reject such fee increase. The location of these petitions shall be publicized and placed in the Student Union office and one (1) other designated area, or electronically through FSU-approved online platforms or other electronic means. If the petition is received by the FSU President no less than six (6) business days prior to the motion being voted upon by the S.A.C and bears the name and student number of more than ten percent (10%) of the Members, the proposed fee increase must go to a referendum in accordance with Section 2.9 above. If approved by a referendum, the fee increase must then be approved by a two-thirds (2/3rds) vote of the S.A.C.

(c) If the change involves an increase that is greater than ten percent (10%) of the total FSU ancillary fee package, the change must be approved by a referendum in accordance with Section 2.9 above. If approved by a referendum, the fee increase must then be

approved by a two-thirds (2/3rds) vote of the S.A.C.

(d) Once the fee change is approved by the S.A.C. and, if applicable, by a referendum, the fee change must then be presented to Fanshawe College's Board of Governors for final approval.

Article IV.
MEETINGS OF MEMBERS

4.1 Place of Meetings – In-person Meetings of Members may be held at any place within Ontario determined by the Board or, if all of the Members entitled to vote at such meeting so agree, outside Ontario. Meetings of Members may also be held entirely, or in part, by telephonic or electronic means in accordance with Section 4.10(a) below.

4.2 Annual Meetings – The Board shall call an Annual Meeting of Members, also referred to as an Annual General Meeting, not later than fifteen (15) months after the last preceding Annual Meeting of Members and not later than six (6) months after the end of the previous fiscal year. As such, the FSU Annual General Meeting is anticipated to take place annually in October. An Annual Meeting of Members shall be held for the purpose of:

(a) consideration of the financial statements that had been approved by the Board of Directors and evidenced by the signature of one (1) or more Directors;

(b) consideration of the audit report;

(c) election of Directors, if necessary; and

(d) reappointment of the incumbent auditor.

Any other business to be transacted at a Meeting of Members, such as the appointment of a new auditor, the presentation of a report of the Board, the approval of by-law amendments, and the presentation of such other information or reports relating to the Student Union's affairs as the Board may determine, shall be deemed to be "Special Business". Special Business may be transacted at an Annual Meeting of Members, along with the items (a) – (d) listed above so long as the appropriate notice, as set out in Section 4.5 below, is provided.

4.3 Proposals at Annual Meeting - A Member entitled to vote at an Annual Meeting of Members may give the Student Union notice of any Proposal that the Member proposes to raise at an Annual Meeting of Members. Except as provided in the Act, and subject to the provisions of the Act, the Student Union shall include the Proposal in the notice of the next Annual Meeting of Members and, upon the request of the Member who submits a Proposal, the Student Union shall include in the notice of Annual Meeting of Members a statement in support of the Proposal by the Member and the name and address of the Member. As per FSU By-Law Section 4.3 and the Act, any voting member wishing to submit a Proposal for consideration at the Annual General Meeting must do so ~~in writing at least sixty (60) days prior to the meeting date~~ in alignment with relevant FSU Policies. The Member who submitted the Proposal shall pay any cost of including the Proposal and any statement in the notice of the Annual Meeting of Members at which the Proposal is to be presented, unless an Ordinary Resolution of the Members present at the

Annual Meeting of Members provides otherwise.

4.4 Special Meetings – The Board may at any time call a Special Meeting of Members for the transaction of any business that may properly be brought before the Members. The Board shall call a Special Meeting of Members on written requisition of Members carrying not less than ten per cent (10%) of the voting rights. If the Board does not call a Special Meeting of Members within twenty-one (21) days of receiving the requisition, any Member who signed the requisition may call the Special Meeting of Members.

4.5 Notice of Meetings – Notice of the time and, unless the Meeting of Members is being held entirely by one (1) or more telephonic or electronic means, place of a Meeting of Members, shall be sent to the following:

(a) to each Member as of the Record Date;

(b) to each Director; and

(c) to the auditor of the Student Union.

A notice shall be provided not less than ten (10) days and not more than fifty (50) days prior to the meeting. A notice shall be provided in accordance with the requirements of Article X of this By-Law No. 1. Notice of a Meeting of Members at which Special Business is to be transacted shall state the nature of that business in sufficient detail to permit the Member to form a reasoned judgment on the business and provide the text of any Special Resolution or any By-Laws to be submitted to the Meeting of Members. If a person may attend a Meeting of Members by telephonic or electronic means, the notice of the Meeting of Members must include instructions for attending and participating in the Meeting of Members by such telephonic or electronic means, including instructions for voting by such means at the Meeting of Members.

4.6 Waiving Notice – A person entitled to notice of a Meeting of Members may in any manner and at any time waive notice of a Meeting of Members by sending a written waiver to the Secretary, and attendance of any such person at a Meeting of Members is a waiver of notice of the Meeting of Members, except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the Meeting of Members is not lawfully called.

4.7 Persons Entitled to be Present – The only persons entitled to be present at a Meeting of Members shall be the Members entitled to vote at the Meeting, the Directors, and the auditor of the Student Union. Any other person may be admitted only on the invitation of the chair of the Meeting of Members or with the consent of the Members by Ordinary Resolution.

4.8 Chair and Secretary of the Meeting –

(a) In the event that the Chair and the Vice-Chair (if any) are absent or unable to chair a Meeting of Members, the Members who are present and entitled to vote shall choose another Officer or, failing the availability or interest of any remaining Officer, another Member to chair the Meeting of Members.

(b) If the Secretary is absent, the chair of the Meeting of Members shall appoint an individual, who need not be a Member, to act as secretary of the Meeting of Members.

(c) If desired, one (1) or more scrutineers, who need not be Members, may be appointed by Ordinary Resolution or by the chair of the Meeting of Members.

4.9 Quorum –

(a) A quorum at any Meeting of Members shall be eight (8) Members, including a minimum of two (2) Members who are not currently FSU Directors. A quorum must be maintained throughout the Meeting of Members. In the absence of a quorum, any business transacted, including, without limitation, any decisions taken (except a decision to adjourn) will be null and void.

(b) For the purpose of determining quorum at a Meeting of Members, a Member may be present in person or, if permitted by the Board, by telephonic or electronic means.

(c) If, within one (1) hour after the time appointed for a Meeting of Members, a quorum is not present, the Meeting of Members shall stand adjourned and the provisions of Section 4.11 shall apply.

4.10 Telephonic/Electronic Meetings and Participation –

(a) A Meeting of Members may, as determined by the Board, be held (i) entirely by in person attendance; or (ii) entirely by one (1) or more telephonic or electronic means; or (iii) by any combination of in-person attendance and by one (1) or more telephonic or electronic means.

(b) In addition, any person entitled to attend a Meeting of Members may, as determined by the Board, participate at the Meeting of Members in person or by using telephonic or electronic means. A person voting or attending a Meeting of Members through telephonic or electronic means, if permitted by the Board for such Meeting of Members, is deemed to be present at the Meeting of Members.

(c) The telephonic or electronic means utilized in Section 4.10(a) or (b) must enable all persons entitled to attend the Meeting of Members to reasonably participate.

4.11 Adjournment –

(a) The chair of the Meeting of Members may, with the consent of the Members by Ordinary Resolution, adjourn (postpone) the meeting to a fixed time and place.

(b) If an adjourned Meeting of Members is to be held within thirty (30) days of the original Meeting of Members, notice of an adjourned Meeting of Members will not be required. The following information must be announced at the time of the adjournment: (i) the time of the adjourned Meeting of Members; (ii) the place of the adjourned Meeting of Members, unless it is going to be held entirely by one (1) or more telephonic or electronic means; and (iii) if applicable, instructions for attending and participating in the continued Meeting of Members by the telephonic or electronic means that will be made available for the Meeting of Members, including, if applicable, instructions for voting by such means at the Meeting of Members.

(c) If the adjourned Meeting of Members is to be held more than thirty (30) days after the date of the original Meeting of Members, notice of the adjourned Meeting of Members will be required.

(d) Any business may be brought before or dealt with at any adjourned Meeting of Members which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

4.12 Absentee Voting – A Member shall be entitled to vote at a Meeting of Members in person or by telephonic or electronic means. A Member shall not be entitled to cast a vote prior to a Meeting of Members or to send a proxyholder to vote in such Member's stead at a Meeting of Members. If a Member cannot attend a Meeting of Members in person or by telephonic or electronic means, such Member forfeits the right to vote at such Meeting of Members.

4.13 Votes to Govern –

(a) All questions proposed for consideration of the Members shall be determined by Ordinary Resolution of the Members at a Meeting of Members, unless required otherwise by the Act or the By-Laws.

(b) Every Member shall have one (1) vote, including the chair of a Meeting of Members (if a Member).

(c) If a tie vote occurs at a Meeting of Members, the motion will be deemed to have failed.

4.14 Voting Mechanisms – A ballot can be demanded by a Member in accordance with Section 4.15. If a ballot is not demanded, voting at a Meeting of Members shall be by show of hands or by oral declaration or by electronic means (if such electronic means are made available at the discretion of the Board). If the chair of a Meeting of Members declares that a motion has been passed or defeated, and the minutes of such meeting of Members reflect such results, no proof of the number or proportion of the votes recorded in favour of or against the motion needs to be recorded.

4.15 Ballots – For any question proposed for consideration at a Meeting of Members, either before or after a vote by show of hands has been taken, any Member may demand a ballot, in which case the ballot shall be taken in such manner as the chair of the Meeting of Members directs and the decision of the Members on the question shall be determined by the result of such ballot. Once a Meeting of Members has been closed, a ballot cannot be demanded.

4.16 Meeting Minutes and Resolutions in Writing – Minutes of each Meeting of Members shall be kept in the corporate records of the Student Union and may be accessed by the Members, the Board, and staff of the Student Union as appropriate. Any additional access shall only be with the pre-approval of the Board.

4.17 Annual Financial Statements – The Student Union shall, not less than five (5) business days before each Annual Meeting of Members, give a copy of the financial statements approved by the Board and the report of the auditor to all Members who had informed the Student Union that they wish to receive a copy of those documents.

4.18 Conduct of Meetings – If a procedural matter arises during a Meeting of Members that is not addressed by the Act, the By-Laws, or any policies or procedures of the Student Union, the matter shall be handled in accordance with the procedures contained in the then most current edition of Roberts Rules of Order available in Canada, provided that the failure to follow such procedures shall not: (a) affect the validity of any resolution passed, or any other decision, action or step taken at any such meeting; nor (b) give rise to any right or claim against or in favour of any person.

Article V.
DIRECTORS

5.1 Board of Directors –

(a) The affairs of the Student Union shall be managed or supervised by a Board of Directors through the implementation and enforcement of the Policies and Procedures, and by resolution, all in accordance with the Articles, the By-Laws, the Act, and applicable law. The Board shall always act in the best interests of the Student Union as a whole. The Board shall have oversight of the management of the Student Union by the President and the Executive Director. Such oversight shall include (but not be limited to) the following broad tasks:

(i) reviewing, becoming familiar with, and understanding the existing strategic direction and directives of the Student Union; amending the direction and/or directives when necessary; and ensuring that responsibility for the fulfillment of such strategic direction and directives is clearly delegated to the President and the Executive Director;

(ii) implementing Policies and Procedures that clearly articulate the roles of the S.A.C., the Members, the Officers, the President, and the Executive Director; ensuring that such policies and procedures are followed; and conducting regular reviews and, when necessary, amendments to such policies and procedures;

(iii) receiving, considering, and acting upon or providing further direction on all matters referred to it by the President or Executive Director, or by any Member, including evaluating the President and Executive Director and their fulfillment of the strategic direction and directives set by the Board.

(b) The Articles shall provide for a minimum of three (3) and a maximum of eight (8) Directors.

(c) The Board of Directors will consist of the specific number of Directors, within the range set out in Section 5.1(b) above, determined from time to time by Special Resolution or, if a Special Resolution empowers the Directors to determine the number, by a resolution of the Directors.

5.2 Qualifications – The Student Union welcomes Diversity on the Board.

(a) The following persons are disqualified from being nominated for election as a Director:

(i) anyone who is not an individual (i.e. a human being);

(ii) anyone who is under eighteen (18) years of age;

(iii) anyone who has been found under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property;

(iv) anyone who has been found to be incapable by any court in Canada or elsewhere;

(v) anyone who has the status of bankrupt;

(vi) anyone who is not a Member;

(vii) anyone who is not in a position to continue to meet all eligibility requirements to be a Member for the entire proposed directorship term;

(viii) anyone who is not a registered full-time student of Fanshawe College; and

(ix) anyone who is an employee or contractor of the Student Union and is not prepared to resign from such position if elected;

(x) anyone who has removed as a Member pursuant to Section 3.4;

(xi) anyone who previously served as a Director and resigned from such position pursuant to Section 5.5, was removed from such position pursuant to Section 5.6, and/or vacated such position pursuant to Section 5.4 as a result of becoming disqualified under Section 5.2(c);

(xii) anyone who has been terminated for cause from employment with the Student Union; and

(xiii) anyone who is serving concurrently as the student governor on the Fanshawe College Board of Governors.

(b) The following persons are disqualified from taking office as a Director:

(i) anyone who has been found under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property;

(ii) anyone who has been found to be incapable by any court in Canada or elsewhere;

(iii) anyone who has the status of bankrupt;

(iv) anyone who is not a Member;

(v)anyone who, in the full-time academic semester immediately preceding the commencement of office, failed to achieve a minimum cumulative GPA of 2.5, where the student's program consisted of four (4) or more credit courses and the grades have been determined prior to the commencement of office;

(vi) anyone who, in the full-time academic semester immediately preceding the commencement of office, was enrolled in a program consisting of fewer than four (4) credit courses, including co-op or other pass/fail-based academic terms, and failed to achieve a passing grade in all required courses, where the final grades have been determined prior to the commencement of office;

(vii) anyone who is not enrolled for at least two (2) out of the three (3) upcoming semesters, with one of the semesters being in the winter term;

(viii) anyone who is an employee of the Student Union and is not prepared to resign from such position if elected;

(ix) anyone who has removed as a Member pursuant to Section 3.4;

(x) anyone who previously served as a Director and resigned from such position pursuant to Section 5.5, was removed from such position pursuant to Section 5.6, and/or vacated such position pursuant to Section 5.4 as a result of becoming disqualified under Section 5.2(c);

(xi) anyone who has been terminated for cause from employment with the Student Union; and

(xii) anyone who is serving concurrently as the student governor on the Fanshawe College Board of Governors.

(c) A Director shall be disqualified from continuing to serve as a Director if one or more of the following events occurs during the term of office:

(i) the Director is found under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property;

(ii) the Director is found to be incapable by any court in Canada or elsewhere;

(iii) the Director has the status of bankrupt;

(iv) the Director ceases to be a Member;

(v) it is determined that, in the full-time academic semester immediately preceding the commencement of office, failed to achieve a minimum cumulative GPA of 2.5, where the student's program consisted of four (4) or more credit courses and the grades have been determined prior to the commencement of office;

(vi) it is determined that, in the full-time academic semester immediately preceding the

commencement of office, was enrolled in a program consisting of fewer than four (4) credit courses, including co-op or other pass/fail-based academic terms, and failed to achieve a passing grade in all required courses, where the final grades have been determined prior to the commencement of office;

(vii) if the Director fails to maintain a 2.5 GPA for each academic semester completed by the Director during the term of office;

(viii) the Director is hired as an employee or contractor of the Student Union; or

(xii) the Director accepts or assumes the role of Student Governor on the Fanshawe College Board of Governors.

5.3 Election and Term –

(a) In addition to the authority of the Members (under Section 5.6) and the Board (under Section 5.7) to fill a vacancy, and the authority of the Board (under Section 5.3(h)) to appoint additional Directors, the Members have the right to elect Directors by Ordinary Resolution at each Annual Meeting of Members at which an election of Directors is required.

(b) The individuals up for election at an Annual Meeting of Members must be nominated, vetted, and presented to the Members as part of a slate of candidates in accordance with any nominations policy approved by the Board.

(c) Each Director elected at an Annual Meeting of Members shall be elected for a term that will commence on May 1st of the year elected and end of April 30th of the following year, unless the Members decide at the time of election to make an exception to this standard term length.

(d) A Director who is not elected for an expressly stated term shall cease to hold office at the close of the next Annual Meeting of Members. If the Student Union fails to hold an Annual Meeting of Members or fails at an Annual Meeting of Members to elect Directors, the incumbent Directors shall continue in office until their successors are elected.

(e) Unless an exception is agreed to by an Ordinary Resolution of the Members, no individual may serve for more than four (4) consecutive years as a Director**;** provided, however, that:

(i) An individual who is appointed as a Director under Section 5.6 or Section 5.7 to fill a vacancy will not have the time served as the replacement Director count towards the maximum number of consecutive years that such individual may serve as a Director set out above; and

(ii) An individual appointed pursuant to Section 5.3(h) below shall not have the time served between the date of appointment and the following Annual Meeting of Members count towards the maximum number of consecutive years that such individual may serve as a Director set out above.

(f) An individual who has served for the maximum number of consecutive years as a Director shall be eligible for re-election as a Director after the passage of twelve (12) months following retirement as a Director.

(g) A Director must consent in writing to hold office before or within ten (10) days of the election or appointment, unless such Director has been re-elected or re-appointed with no break in term of office.

(h) In addition to filling a vacant position in accordance with Section 5.7, the Board has the authority, under the Act, to fill a new position on the Board in between Annual Meetings of Members if two (2) factors are met: First, the current number of Directors must be less than the maximum number of Directors available in the range of Directors set out in the Articles. Second, at least three (3) Directors must have been elected at the previous Annual Meeting of Members. If these factors are met, the Board has the authority to appoint up to one-third (1/3rd) of the total number of Directors elected by the Members at the previous Annual Meeting of Members.

5.4 Automatic Vacation of Office –

(a) The office of a Director shall automatically be vacated if the Director:

(i) dies;

(ii) resigns in accordance with Section 5.5;

(iii) is removed by the Members in accordance with Section 5.6; ~~or~~

(iv) becomes disqualified to serve as a Director by failing to meet all of the qualifications set out in Section 5.2(c);

(v) the Director accepts or assumes the role of student governor on the Fanshawe College Board of Governors during their term of office; or

(vi) the Director is found to have previously been terminated for cause from employment with the Student Union, whether or not such fact was known at the time of election or appointment.

(b) At the Board meeting held after the occurrence of one (1) of the above-listed events, the Board shall acknowledge the event and shall, other than in the case of a death, send written notice to the Director in question confirming the effective date on which the individual ceased to be a Director.

5.5 Resignation – A Director may resign from office by giving a written resignation to the Secretary (or the Chair, if the Director resigning is also the Secretary), in which case such resignation shall be effective at the time the resignation is received, or at the time specified in the resignation, whichever is later.

5.6 Removal –

(a) The Members may, by Ordinary Resolution passed at a Meeting of Members, remove any

Director from office before the expiration of the Director's term, for any reason.

(b) Upon the occurrence of an Event of Default, the Director in question shall be notified by the Chair (or the Secretary, if the Director in question is the Chair) and given the opportunity to resign. If the Director in question refuses to resign, the Board shall call a Special Meeting of the Members. On the agenda of such Special Meeting of Members shall be the removal of the Director in question due to the Event of Default.

(c) The Members may, at the Meeting of Members at which they removed an individual as a Director under Section 5.6(a) or (b) above, elect a qualified individual to fill the resulting vacancy for the remainder of the term of the Director so removed with a qualified individual who is approved in accordance with any nominations policy of the Board; if no election occurs, such vacancy may be filled by the Board in accordance with Section 5.7.

5.7 Vacancies – Subject to Section 5.6(c), a vacancy on the Board may be filled by the Board with a qualified individual approved in accordance with any nominations policy of the Board, for the remainder of the term of the vacating Director. A vacancy shall not be filled by the Board or by the Members if the vacancy occurs less than two (2) months prior to the next Annual Meeting of Members unless the vacancy brings the number of Directors below the minimum number set out in the Articles.

5.8 Remuneration and Expenses – The Directors and Officers may receive nominal remuneration for their duties as such in accordance with the Policies and Procedures. The amount of such remuneration will be approved by the previous Board and confirmed by the Members at the Annual Meeting of Members, and will be part of the Corporation's operating budget. Criteria for receiving remuneration will be set by policy subject to approval by the President and Executive Committee.

The remuneration of the President and Executive Director shall be dictated by the terms of their employment. Any Director or Officer may receive reimbursement for their expenses incurred on behalf of the Student Union. Unless otherwise prohibited by the Student Union or the Articles, a Director and Officer may be compensated for services provided to the Student Union other than as a Director or Officer.

5.9 Borrowing Powers – The Directors may, without further authorization of the Members, on behalf of the Student Union:

(a) borrow money on the credit of the Student Union;

(b) issue, reissue, sell, or pledge debt obligations of the Student Union;

(c) give a guarantee on behalf of the Student Union to secure performance of an obligation of any person; and

(d) mortgage, pledge or otherwise create a security interest in all or any property of the Student Union, owned or subsequently acquired, to secure any debt obligation of the Student Union.

The Board may, by resolution, delegate the powers referred to in this Section 5.9 to a Director, a committee of Directors, or an Officer.

5.10 Voting Shares and Securities – If the Student Union owns shares or other securities with voting rights in other Student Unions, the Board shall have the right to determine how the Student Union will vote as the shareholder of such Student Unions. The Officers may, from time to time, execute and deliver, on behalf of the Student Union, proxies, in accordance with instructions provided by the Board. All shares and securities owned by the Student Union shall be lodged, in the name of the Student Union, with a chartered bank or trust company, or in a safe-deposit box or, if so authorized by the Board, in another manner and location.

Article VI.
MEETINGS OF DIRECTORS

6.1 Place of Meetings – Meetings of the Board may be held in person at the Registered Office of the Student Union or at any other place within or outside of Canada as the Board may determine or may be held entirely by telephonic or electronic means.

6.2 Calling of Meetings –Meetings of the Board may be called by the Board, the Chair, or any two (2) Directors. At least four (4) meetings of the Board shall be held during each Fall academic semester and each Winter academic semester, and three (3) meetings of the Board shall be held during each Summer semester, unless determined otherwise by the Board.

6.3 Notice of Meeting –

(a) Notice of the time and place for the holding of a Board meeting shall be given in the manner provided in Article X of this By-Law No. 1 to every Director not less than seven (7) days before the day when the Board meeting is to be held; provided, however, that less notice shall be acceptable if:

i. the Chair or any two (2) Directors determine, in good faith, that a matter must be addressed at a Board meeting urgently (an "**Urgent Matter**");

ii. the notice period for the Board meeting where the Urgent Matter shall be discussed is not less than twenty-four (24) hours; and

iii. the Student Union has not received, prior to the commencement of the Board meeting where the Urgent Matter shall be discussed, a written objection by a Director to the length of the notice period.

(b) Notice of a Board meeting shall not be necessary if all of the Directors are present, and none objects to the holding of the Board meeting, or if those absent have waived notice of or have otherwise signified their consent to the holding of such Board meeting.

(c) Notice of an adjourned Board meeting is not required if (i) the time and place of the adjourned Board meeting is announced at the original Board meeting and (ii)

instructions for attending and participating in the continued Board meeting by the telephonic or electronic means that will be made available for the Board meeting are provided, including instructions for voting by such means at the Board meeting.

(d) A notice of a Board meeting need not specify the purpose or the business to be transacted at the Board meeting.

(e) The Board may appoint, by resolution, a day or days in any month or months for regular Board meetings at a place and hour to be named; such resolution shall be provided to the Directors after being passed and no other notice shall be required for any such regular Board meeting.

6.4 Quorum –

(a) A majority of the Directors currently in office constitutes a quorum at any meeting of the Board. For the purpose of determining quorum, a Director may be present in person, or in accordance with Section 6.6, by telephonic or electronic means.

(b) If, within one-half (1/2) hour after the time appointed for a Board meeting, a quorum is not present, the Board meeting shall stand adjourned.

(c) A quorum must be maintained throughout any meeting of the Board. In the absence of a quorum, any business transacted, including, without limitation, any decisions taken (except a decision to adjourn) will be null and void.

6.5 Meeting Minutes and Resolutions in Writing –

(a) Minutes of each Board meeting shall be kept in the corporate records of the Student Union and may be accessed only by the Directors. Any additional access, including but not limited to, by staff, shall only be with the pre-approval of the Board.

(b) A resolution in writing, signed by all the Directors entitled to vote on that resolution at a meeting of Directors or of a committee of Directors, shall be as valid as if it had been passed at a meeting of Directors or committee of Directors. A copy of every such resolution in writing shall be kept with the minutes of the proceedings of the Directors or committee of Directors. While a resolution in writing can be distributed by e-mail, the signature of every Director is required in order for a resolution in writing to be valid.

6.6 Participation at Meeting by Telephonic or Electronic Means –

(a) A Director may participate in up to four (4) Board meetings or meetings of a Board committee using telephonic or electronic means that enable all persons attending the meeting to communicate with each other simultaneously and instantaneously. A Director participating in a meeting by such means shall be deemed for the purposes of the Act to be present at that meeting.

(b) Notice of a Board meeting at which a Director may attend by telephonic or electronic means must include instructions for attending and participating by the telephonic or electronic means, including instructions for voting by such means at the meeting.

6.7 Attendance at Board Meetings –

(a) Only Directors have the right to attend Board meetings. The President and the Executive Director shall attend Board meetings unless, prior to or during a Board meeting, they are excused from attending by the chair of a Board meeting or by a majority vote of the Board.

(b) The Board may invite guests to attend and speak at meetings, but not to vote. Any guest, including those listed in Subsections (c) – (f) of this Section 6.7, may be removed from a meeting by the Board and/or the chair of the meeting at any time and for any reason.

(c) The President shall attend Board meetings for the purpose of answering questions raised by the Board relating to the matters over which the President has authority.

(d) The Executive Director shall attend Board meetings for the purpose of answering questions raised by the Board relating to the matters over which the Executive Director has authority.

(e) The student representative of the Fanshawe College Board of Governors has a standing invitation to attend Board meetings for the purpose of keeping the Fanshawe College Board of Governors and the Board aware of each other's activities.

(f) An Administrative Assistant, who will be an employee of the Student Union, will attend Board meetings for the purpose of taking meeting minutes on behalf of the Secretary.

(g) Directors may not appoint proxies to attend meetings in their stead.

6.8 Chair and Secretary of the Meeting –

(a) In the event that the Chair is absent or unable to act at a Board meeting, the Directors who are present shall choose one (1) of their number to chair the meeting.

(b) In the event that the Secretary is absent or unable to act, the Directors who are present shall choose someone, who need not be a Director, to be the secretary of the meeting.

6.9 Votes to Govern –

(a) At all meetings of the Board, every question shall be decided by a majority of the votes cast on the question. Only Directors shall be entitled to vote. Each Director (including the chair of a meeting, as a Director) shall have one (1) vote. In case of an equality of votes, the question shall be deemed to have failed.

(b) Abstentions are not permitted by the Act (other than in situations of conflicts of interest). A Director who is present at a Board meeting, but doesn't vote, or is not present at a Board meeting, will be deemed to have consented to any resolution passed or action taken at the meeting unless the Director causes the Director's dissent to be entered into or placed with the minutes of the meeting, or submits the dissent to the Student Union, within the time period required by the Act.

6.10 Conduct of Meetings – If a procedural matter arises during a Board meeting that is not addressed by the Act, the By-Laws, or any policies or procedures of the Student Union, the matter shall be handled in accordance with the procedures contained in the then most current edition of Roberts Rules of Order available in Canada, provided that the failure to follow such procedures shall not: (a) affect the validity of any resolution passed, or any other decision, action or step taken at any such meeting; nor (b) give rise to any right or claim against or in favour of any person.

Article VII.
OFFICERS

7.1 Appointment –

(a) The Board shall fill any vacant Officer positions at the first Board meeting held after an Annual Meeting of Members in accordance with the Policies and Procedures.

(b) The following Officer positions shall be mandatory: Chair and Secretary. Such positions shall be filled by Directors.

(c) The Board shall have the authority to designate other Officer positions and appoint such Officers, specify the duties of all Officers, and delegate powers to any Officer (except such powers that cannot be delegated, as per the terms of the Act). Such additional Officer positions may, but need not be, held by Directors.

7.2 Term of Office – The term of office of any Officer (other than an employee) shall be approximately one (1) year, expiring at the first (1st) Annual Meeting of Members held after the appointment. An individual may hold the same Officer position for an unlimited number of one (1) year terms.

7.3 President –

(a) The President shall be elected by the Members for a one (1) year term starting on May 1st of the year elected and ending on April 30th of the following year. The election of the President shall be governed by the Policies and Procedures ~~and confirmed by the Members at the Annual Meeting of Members.~~

(b) Anyone who falls within one or more of the following categories will not be eligible to be nominated for election as the President:

i. anyone who is less than eighteen (18) years of age;

ii. anyone who has been found under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property;

iii. anyone who has been found to be incapable by any court in Canada or elsewhere;

iv. anyone who is not an individual;

v. anyone who has the status of bankrupt;

vi. anyone who is not a Member at the time of nomination;

vii. anyone who did not complete at least one full-time semester during the current fiscal year of the Student Union (May 1st – April 30th);

viii. anyone who did not carry at least a 2.5 GPA during the last full-time academic semester completed by such individual prior to the election;

ix. anyone who has already served at least six (6) months in the office of President;

x. anyone who has been terminated for cause from employment with the Student Union; or

xi. anyone who is serving concurrently as the student governor on the Fanshawe College Board of Governors;

(c) Anyone who falls within one or more of the following categories will not be eligible to take office as President:

i. anyone who has been found under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property;

ii. anyone who has been found to be incapable by any court in Canada or elsewhere;

iii. anyone who has the status of bankrupt;

iv. anyone who did not carry at least a 2.5 GPA during the full-time academic semester immediately prior to the commencement of office, if the GPA for such semester has been determined by the time of the commencement of office;

v. anyone who has been terminated for cause from employment with the Student Union; or

vi. anyone who is serving concurrently as the student governor on the Fanshawe College Board of Governors;

viii. anyone who maintains or is enrolled as a full-time or part-time student at Fanshawe College during their term as FSU President (May 1st – April 30th);

(d) The President will automatically be disqualified from continuing to serve as the President if one or more of the following events occurs during the term of office:

i. the President is found under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property;

ii. the President is found to be incapable by any court in Canada or elsewhere;

iii. the President has the status of bankrupt; ~~or~~

iv. the President's GPA for the full-time academic semester immediately prior to the commencement of office is determined to be less than 2.5;

~~xii~~ v. the President accepts or assumes the role of student governor on the Fanshawe College Board of Governors during their term of office; or

~~xii~~ vi. the President is found to have previously been terminated for cause from employment with the Student Union, whether or not such fact was known at the time of election or appointment

vii. The President maintains or is enrolled as a full-time or part-time student at Fanshawe College during their term as FSU President (May 1st – April 30th);

(e) The President shall be the voice of the Members and the spokesperson and official representative of the Student Union to the general public, governmental bodies, the Members, Fanshawe College, and third parties (such as other student organizations). As chief executive officer of the Student Union, the President shall, in consultation with the Executive Director, have general supervision and direction over matters relating to advocacy, communications, and public relations of the Student Union, all in accordance with the policies and procedures of the S.A.C. that delegate such authority to the President.

(f) The President's rights and obligations shall be governed by applicable legislation and any

contract with the Student Union, as well the Policies and Procedures.

(g) The President shall be an employee and, as per the terms of the Act, an officer of the Student Union, but shall not be a Director.

(h) The President shall report directly to the Board. The Board shall determine the terms of employment, including remuneration, of the President.

(i) The Board shall have the authority to supervise, evaluate, discipline, or remove the FSU President in accordance with the applicable legislation, the President's employment contract, and the Corporation's human resources policies and procedures.

(j) If the position of President becomes vacant, the duties of the President shall be assumed by a FSU Vice President until a by-election is held by the Members, in accordance with the By-Laws and FSU Elections Policy.

7.4 Executive Director –

(a) The Board shall, on behalf of the Student Union, have the authority to hire, supervise, discipline, evaluate, and remove an Executive Director in accordance with human resources policies and procedures. The Board shall determine the terms of employment, including remuneration, of the Executive Director.

(b) The Executive Director shall, in consultation with the President, have general supervision over and direction of the operations of the Student Union and its staff (other than the President and any staff members directly reporting to the President), all in accordance with the Policies and Procedures that delegate such authority to the Executive Director.

(c) The Executive Director's rights and obligations shall be governed by applicable legislation and any contract with the Student Union, as well the Policies and Procedures.

(d) The Executive Director shall be an employee and, as per the terms of the Act, an officer of the Student Union, but shall not be a Director on the S.A.C. The Executive Director shall report directly to the S.A.C.

(e) The Executive Director shall be accountable to the Board for the accomplishment of ends, measurables, and strategic goals set by the Board from time to time, and such other matters as the Board may determine, while operating within the boundaries of prudence and ethics established in Policies and Procedures on executive limitations.

(f) The Executive Director may delegate responsibilities to employees of the Student Union as appropriate or necessary.

(g) In the case of absence or inability to act of the Executive Director, or for any other reason that the Board may deem sufficient, the Board shall delegate, for a definite period of time, all or any of the powers of the Executive Director to one or more member(s) of the Student Union's administration, a Director, or a third party appointed by the Board.

7.4 Responsibilities - The Officers of the Student Union shall have the following duties and powers associated with their positions:

(a) Chair – The Chair, who must be a Director, shall, when present, preside at all meetings of the Board, of the executive committee (if any), and of the Members. The Chair shall have such other duties and powers as the Board may specify.

(b) Secretary – The Secretary, who must be a Director, shall attend and be the secretary of all meetings of the Board, Members, and committees of the Board, or shall delegate such responsibility and oversee the fulfillment of such responsibility. The Secretary shall enter or cause to be entered in the Student Union's minute book, minutes of all proceedings at such meetings. The Secretary shall give, or cause to be given, as and when instructed, meeting notices to Members, Directors, the auditor, and members of committees. The Secretary shall be, or shall oversee the employee or contractor of the Student Union appointed to be, the custodian of all books, papers, records, documents and other instruments belonging to the Student Union. The Secretary shall have such other duties and powers as the Board may specify.

The powers and duties of all other Officers shall be as the terms of their engagement call for or the Board requires of them. The Board may from time to time and subject to the Act, vary, add to, or limit the powers and duties of any Officer.

7.5 Vacancy in Office – An Officer shall hold office until the earlier of:

(a) the Officer's successor being appointed;

(b) the Officer's resignation, which resignation shall be effective at the time the written resignation is received by the Secretary (or by the Chair, if the resigning Officer is the Secretary), or at the time specified in the resignation, whichever is later;

(c) the removal of the Officer by the Board;

(d) such Officer ceasing to be a Director, if applicable; or

(e) such Officer's death.

If the office of any Officer becomes vacant, the Directors may, by Ordinary Resolution, appoint a person to fill such vacancy.

7.6 Remuneration of Officers – The remuneration of Officers shall be limited in accordance with Section 5.8.

Article VIII.

COMMITTEES

8.1 Committees - The Board may, but need not, appoint any committee or other advisory body as it deems necessary or appropriate from time to time, and may delegate such powers as the Board shall see fit, with the exception of such powers that the Act prohibits from being delegated namely:

1. The power to submit to the Members any question or matter requiring the approval of the Members.

2. The power to fill a vacancy among the Directors or in the position of auditor of the Student Union.

3. The power to appoint additional Directors.

4. The power to issue debt obligations except as authorized by the Board.

5. The power to approve any financial statements.

6. The power to adopt, amend or repeal By-Laws.

7. The power to establish contributions to be made, or dues to be paid, by Members.

8.2 Audit Committee – The Board may, but need not, appoint an Audit Committee. If an Audit Committee is struck, it must consist of at least one (1) or more Directors, but the majority of the persons comprising the Audit Committee must not be Officers or employees of the Student Union. The auditor or any member of the Audit Committee may call an Audit Committee meeting. The Audit Committee shall review the financial statements prior to them being approved by the Directors.

8.3 Governance of Committees and Advisory Bodies. Every committee or advisory body shall be governed by such policies, procedures, codes, and/or terms of reference approved by the Board from time to time. Any committee member may be removed by resolution of the Board. The chair of a committee shall be appointed by the Board. Any committee that includes one (1) or more non-Directors may not be delegated any of the powers of the Board but shall only act in an advisory capacity.

Article IX.

PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

9.1 Standard of Care – Every Director and Officer of the Student Union, in exercising such person's powers and discharging such person's duties, shall act honestly and in good faith with a view to the best interests of the Student Union and shall meet the standard of care required by the common law and the Act, which shall be no less than the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Every Director and Officer of the Student Union, by accepting such office, agrees to comply with the Act, the Articles, and the By
Laws.

9.2 Limitation of Liability – Provided that the standard of care required of the Directors under the Act and the By-Laws has been satisfied, which includes relying in good faith on financial statements of the Student Union presented by an Officer, reports of the auditor, financial reports of the Student Union presented by an Officer, a report or advice of an Officer or employee of the Student Union, or a report of a professional, no Director shall be liable for money or property distributed or paid by the Student Union contrary to the Act.

9.3 Indemnification of Directors and Officers –

(a) The Student Union shall indemnify each former and present Director and Officer of the

Student Union, and each other individual who acts or acted at the Student Union's request as a Director or Officer or in a similar capacity of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such person in respect of any civil, criminal, administrative, or investigative action or other proceeding in which the individual is involved because of that Student Union with the Student Union or other entity if:

i. the person acted honestly and in good faith with a view to the best interests of the Student Union or, as the case may be, to the best interests of the other entity for which the individual acted as Director or Officer or in a similar capacity at the Student Union's request; and

ii. in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the person had reasonable grounds for believing that the conduct was lawful;

provided, however, that an individual shall not be entitled to indemnity from the Student Union in respect of costs, charges, and expenses reasonably incurred by the individual in connection with the defence of any civil, criminal, administrative, investigative, or other action or proceeding to which the individual is subject because of the individual's association with the Student Union or other entity as described above if the individual is judged by any court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done.

(b) The Student Union may, at the discretion of the Board, indemnify such persons and their heirs, executors, administrators, and legal representatives, in all such other matters, actions, proceedings and circumstances as may be permitted by the Act or the law.

(c) Nothing in this By-Law No. 1 shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-Law No. 1.

9.4 Insurance – Subject to the Act, the Student Union shall purchase and maintain insurance for the benefit of any person entitled to be indemnified by the Student Union pursuant to Section 9.3 against any liability incurred by the individual in the individual's capacity as a Director or an Officer; or in the individual's capacity as a Director or Officer, or in a similar capacity, of another entity, if the individual acts or acted in that capacity at the Student Union's request.

9.5 Advances – With respect to the defence by a Director or Officer or other individual of any claims, actions, suits or proceedings, whether civil or criminal, for which the Student Union is liable to indemnify a Director or Officer pursuant to the terms of the Act, the Board may authorize the Student Union to advance to the Director or Officer or other individual such funds as may be reasonably necessary for the defence of such claims, actions, suits or proceedings upon written notice by the Director or Officer disclosing the particulars of such claims, actions, suits or proceedings and requesting such advance. The Director or Officer shall repay the money advanced if the Director or Officer is required to do so by the Act.

Article X.
NOTICES

10.1 Method of Giving Notices –

(a) Any notice (which term includes any communication or document) to be given to a Member, Director, Officer, member of a committee of the Board, or the auditor shall be sufficiently given if given by mail, courier or personal delivery, or by an electronic, telephonic, or other communication facility.

(b) A notice that is delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid. A notice that is mailed shall be deemed to have been given when deposited in a post office or public letter box. A notice that is sent by any means of electronic or similar communication shall be deemed to have been given when sent by the sender's electronic server or equivalent facility.

(c) The Secretary may change or cause to be changed the recorded address of any Member, Director, Officer, or the auditor in accordance with any information believed by the Secretary to be reliable. The declaration by the Secretary that notice has been given pursuant to this By-Law No. 1 shall be sufficient and conclusive evidence of the giving of such notice.

(d) The signature of any Director or Officer of the Student Union to any notice or other document to be given by the Student Union may be written, stamped, typewritten, electronically signed, or printed, or partly written, stamped, typewritten, electronically signed, or printed.

10.2 Omissions and Errors – The accidental omission to give any notice to any Member, Director, Officer, member of a committee of the Board or the auditor, or the nonreceipt of any notice by any such person where the Student Union has provided notice in accordance with this By-Law No. 1, or any error in any notice not affecting its substance, shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

10.3 Waiver of Notice – Any person entitled to notice may waive or abridge the time for any notice required to be given to such person, and such waiver or abridgement, whether given before or after the meeting or other event of which notice is required to be given shall cure any default in the giving or in the time of such notice. Any such waiver or abridgement shall be in writing.

Article XI.
DISPUTE RESOLUTION

11.1 Mediation and Arbitration – Disputes or controversies among Members, Directors, or Officers (other than any employees of the Student Union), or between a Member, Director, or Officer (other than any employee of the Student Union) and the Student Union, in relation to the applicability and enforcement of the Articles, the By-Laws, and any policies or procedures of the Student Union, are, to the furthest extent permitted by law, to be resolved in accordance with mediation and arbitration as provided in Section 11.2.

11.2 Dispute Resolution Mechanism – In the event that a dispute or controversy among Members, Directors, or Officers arising out of or related to the Articles or By-Laws, is not resolved in private meetings between the parties then without prejudice to or in any other way derogating from the rights of the Members, Directors, or Officers as set out in the Articles, By-Laws or the Act, and as

an alternative to such person instituting a law suit or legal action, such dispute or controversy shall be settled by a process of dispute resolution as follows:

(a) The dispute or controversy shall first be submitted to a mediator agreed upon by the parties, failing which, to a panel of professional mediators whereby each party appoints one (1) mediator and the mediators so appointed jointly appoint an additional mediator. The mediators will then meet with the parties in question to attempt to mediate a resolution between the parties.

(b) The number of mediators may be reduced upon agreement of the parties.

(c) If the parties are not successful in resolving the dispute through mediation, then the dispute shall be determined by arbitration before a single arbitrator, in accordance with the *Arbitration Act, 1991* (Ontario). The seat of the arbitration will be in the City of London or as close thereto as possible, and the language of the arbitration shall be agreed upon by the relevant parties. The arbitrator shall not be any one (1) of the mediators previously used to mediate a resolution of the dispute. The party commencing the arbitration will give written notice proposing the names of three (3) individuals who are acceptable to it to serve as a sole arbitrator. Within ten (10) days of the receipt of the proposed individuals, each of the other parties will give written notice that they accept the appointment of one (1) of the three (3) individuals or will name three (3) other individuals who are acceptable to it to serve as sole arbitrator. If the parties are unable to agree upon a sole arbitrator within a further ten (10) days, any party may apply to the Superior Court of Justice to appoint an arbitrator. The parties will act reasonably and in good faith to attempt to agree upon the sole arbitrator in the most expedient manner possible. The decision of the arbitrator shall be final and binding and shall not be subject to appeal on a question of fact, law, or mixed fact and law.

(d) Both the mediation and the arbitration will be kept confidential and the existence of the proceedings and any element of them will not be disclosed beyond the mediators, the arbitrator, the parties, their counsel, and any expert person necessary to the conduct of the proceeding, except as may lawfully be required in judicial proceedings relating to the arbitration, as may be reasonably necessary for the enforcement of the arbitration award, and as may be required by law.

(e) All costs of the mediators appointed in accordance with this Section shall be borne equally by the parties to the dispute or the controversy. All costs of the arbitrators appointed in accordance with this Section shall be borne by such parties as may be determined by the arbitrators.

Article XII.
AUDIT

12.1 Remuneration – The Board shall fix the remuneration of the auditor.

12.2 Qualifications – The auditor shall be duly licensed under the laws of Ontario. Such individual, and such individual's business partners, shall not (i) be a business partner, Director, an Officer, or an employee of the Student Union or any of its affiliates, or a business partner of any Director, Officer, or employee of the Student Union or any of its affiliates; (ii) beneficially own or control a

material interest in the debt obligations of the Student Union or any of its affiliates; or (iii) have been a receiver, receiver-manager, liquidator, or trustee in bankruptcy of the Student Union or any of its affiliates within two years before the person is proposed to be appointed as the auditor of the Student Union.

12.3 Removal – The auditor shall cease to hold such position when such person dies or resigns, is declared disqualified by a court, or is removed by the Members in accordance with the Act.

12.4 Vacancy – The Board shall immediately fill a vacancy in the position of auditor if such appointment is permitted by the Act.

ARTICLES XIII.
BY-LAW AND EFFECTIVE DATE

13.1 By-Law and Effective Date –

(a) Subject to the Articles, the Board may make, amend or repeal any By-Laws that regulate the activities or affairs of the Student Union. Any such By-Laws, amendment or repeal shall be effective from the date of the resolution of the Board until the next Meeting of Members where it must be confirmed, rejected or amended by the Members by Ordinary Resolution. If the By-Laws, amendment, or repeal is confirmed or confirmed as amended by the Members it remains effective in the form in which it was confirmed or confirmed as amended. The By-Laws, amendment or repeal ceases to have effect if it is not submitted to the Members at the next Meeting of Members or if it is rejected by the Members at the meeting.

(b) Section 13.1(a) does not apply to a By-Law amendment that requires a Special Resolution under the Act because such By-Law amendments are only effective when confirmed by the Members.

(c) Notwithstanding Section 13.1(a), this By-Law No. 1 shall be effective, and all previous By Laws of the Student Union shall be repealed, as of the Effective Date. Such repeal shall not affect the previous operation of any By-Laws or affect the validity of any act done or right or privilege, obligation, or liability acquired or incurred under, or the validity of any contract or agreement made pursuant to, or the validity of any Articles obtained pursuant to, any such By-Laws prior to its repeal. All Directors, Officers, and person acting under any By-Laws so repealed shall continue to act as if appointed under the provisions of this By-Law No. 1 and all resolutions of the Members and of the Board with continuing effect passed under any repealed By-Laws shall continue as good and valid except to the extent inconsistent with this By-Law No. 1 and until amended or repealed.

APPROVED by the Board of Directors as of the **1st** day of **April** 2026.

Shivani Sohoni

_____ _____ Chair – Gurmeet Singh Kalra Secretary – Shivani Sohoni

CONFIRMED by the Members as of the **14th** day of **April** 2026.

Shivani Sohoni

_____ _____ Chair – Gurmeet Singh Kalra Secretary – Shivani Sohoni

21:19:03 EDT)

Signature: Email: s_sohoni@fanshaweonline.ca

Shivani Sohoni (Apr 22, 2026