

BY-LAW NO. 1

A by-law relating generally to the transaction of the affairs of the Fanshawe College Student Union.

PREAMBLE

- A) There is established, by the students of The Fanshawe College of Applied Arts and Technology (“**Fanshawe College**”), a governmental organization for the students of Fanshawe College, which shall be known as the “Fanshawe Student Union” or the “Student Union”.
- B) The Student Union shall derive its duties and responsibilities from its bylaws, policies and procedures. The Student Union shall not execute or agree to be bound by any document, or enter into any relationship, that violates, or conflicts with, its by-laws, policies, or procedures.

1 PURPOSE

The Purpose of the Student Union shall be:

- 1.1 to serve as a channel of communication for matters as outlined below, and others, as may from time to time be designated between the student body and the administration and the faculty of Fanshawe College;
- 1.2 to provide a means of collective negotiation between the students and administration of the aforementioned College;
- 1.3 to promote the rights of individual students in compliance with the *Ontario Human Rights Code*; and
- 1.4 to promote, co-ordinate and administer social activities, athletic functions, and other endeavours.

2 GENERAL

- 2.1 The head office of the Student Union shall be in the City of London in the County of Middlesex, in the Province of Ontario and at such place therein as the Student Union may from time to time resolution fix.
- 2.2 The Student Union may, but need not, have a corporate seal. If adopted, the seal shall be in the form approved from time to time by the S.A.C. and the Secretary of the Student Union shall be the custodian of the corporate seal.

- 2.3 The fiscal year of the Student Union shall end on the 30th day of April of each year or as otherwise set by the S.A.C..
- 2.4 Deeds, transfers, assignments, contracts, obligations and other documents and instruments (“**Documents**”) in writing requiring execution by the Student Union may be signed by any two (2) of its officers. The S.A.C. may also from time to time 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. Any person authorized to sign any Document may affix the corporate seal to the Document.
- 2.5 The banking business of the Student Union shall be transacted at such bank, trust company or other firm or Student Union carrying on a banking business in Canada or elsewhere as the S.A.C. may designate, appoint or authorize from time to time by resolution. 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 S.A.C. may by resolution from time to time designate, direct or authorize.
- 2.6 The invalidity or unenforceability of any provision of this By-Law shall not affect the validity or enforceability of the remaining provisions of this By-Law.
- 2.7 In these by-laws of the Student Union hereafter passed unless the context otherwise requires, words importing the singular number of the masculine gender, shall include the plural number of the feminine gender, as the case may be, and vice versa, and references to persons shall include firms and Student Union.
- 2.8 References to the “Act” herein shall be references to the Ontario *Corporations Act*, as it may be amended or replaced from time to time.

3 MEMBERSHIP

- 3.1 **Classes of Members.** There shall be one class of members in the Student Union (each a “**Member**”).
- 3.2 **Members.** All full-time students of Fanshawe College who are actively progressing in a program, as determined by the Office of the Registrar, are qualified to become Members of the Student Union upon payment of the applicable FSU Membership Fee set in accordance with Section 6 below.
- 3.3 **Period of Membership.** The period of membership for all Members of the Student Union shall, unless otherwise determined by these by-laws of the Student Union, be for the same duration as for which the Member has paid the applicable FSU Membership Fee.
- 3.4 **Termination of Membership.** Membership, unless otherwise determined by these by-laws of the Student Union, shall lapse and cease to exist if:

- (a) the Member dies or resigns;
- (b) the Member's membership is otherwise terminated in accordance with these by-laws of the Student Union;
- (c) the Member's term of membership expires;
- (d) the Student Union is liquidated or dissolved pursuant to the Act; or
- (e) the Member ceases to be a full-time student of Fanshawe College who is actively progressing in a program (as determined by the Officer of the Registrar).

Upon any termination of membership, the rights of the Member, including any rights in the property of the Student Union, automatically cease to exist. No membership due will be returned to a previous Member upon termination of such Member's membership.

3.5 **Transfer of Membership.** Membership is not transferable.

4 **PRIVILEGES OF MEMBERSHIP**

4.1 **Membership.** All Members shall, unless otherwise determined by these by-laws of the Student Union, be entitled:

- (a) to cast one (1) vote in each Student Union election or referendum;
- (b) to establish and/or join organizations/clubs under the jurisdiction of the Student Union, and to participate in all activities sponsored by such organizations/clubs;
- (c) to nominate a candidate for election in Student Union elections;
- (d) to stand for election and to hold office as a director of the Student Union, provided the Member meets the criteria set out in these by-laws or in a policy of the S.A.C.; and
- (e) to stand for election as the President of the Student Union, provided the Member meets the election criteria set out in these by-laws or in a policy of the S.A.C.

5 **SUSPENSION OF MEMBERSHIP PRIVILEGES**

5.1 **Suspension.** The privileges of any Member may be suspended, or a Member may be expelled, by resolution of the S.A.C. In the event that the S.A.C determines that a Member should be expelled or suspended from membership in the Student

Union, the Chair or such other officer as may be designated by the S.A.C. shall provide twenty (20) days' notice of suspension or expulsion to the Member and shall provide reasons for the proposed suspension or expulsion. The Member may make written submissions to the Chair or such other officer as may be designated by the S.A.C., in response to the notice received within such twenty (20) day period. In the event that no written submissions are received by the Chair or such other officer as may be designated by the S.A.C., the Chair or such other officer as may be designated by the S.A.C. may proceed to notify the Member that the Member is suspended or expelled from membership in the Student Union. If written submissions are received in accordance with this Section, the S.A.C. will 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 receipt of the submissions. The S.A.C.'s decision shall be final and binding on the Member, without any further right of appeal.

6 FEES

- 6.1 **Fees Payable.** The fees payable by Members must be approved, for each academic year, by the S.A.C. and Fanshawe College's Board of Governors.
- 6.2 **Alteration of Fees.** If any change to the Member fees 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, the change must be approved by a 2/3rd majority 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%), 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 other designated area. If the petition 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 12 below. If approved by a referendum, the fee increase must then be approved by a 2/3rd majority vote of the S.A.C.
 - (c) If the change involves an increase that is greater than ten percent (10%), the change must be approved by a referendum in accordance with Section 12 below. If approved by a referendum, the fee increase must then be approved by a 2/3rd majority 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.

7 MEETINGS OF THE MEMBERS

- 7.1 **Annual Meeting.** The annual meeting of the Members shall be held at such time as the S.A.C may from time to time determine, but no later than fifteen (15) months after the last preceding annual meeting, for the purpose of receiving the reports and statements required by legislation to be placed before the general meeting, ratifying the election of the directors and the President, appointing auditors and fixing or authorising the S.A.C. to fix their remuneration, and for the transaction of such other business as may properly be brought before the meeting.
- 7.2 **Special Meeting.** The S.A.C. may at any time call a special meeting of Members for the transaction of any business which may properly be brought before the Members. The S.A.C. 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 S.A.C. does not call a meeting within twenty-one (21) days of receiving the requisition, any Member who signed the requisition may call the meeting.
- 7.3 **Notice.** Notice of the time and place of a meeting of Members shall be sent to the following:
 - (a) to each Member entitled to vote at the meeting (which may be determined in accordance with any record date fixed by the S.A.C. or failing which, in accordance with the Act);
 - (b) to each director; and
 - (c) to the auditor of the Student Union or to the person appointed to conduct a review engagement 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 this By-Law. 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 By-Law to be submitted to the meeting.

- 7.4 **Persons Entitled to be Present.** The only persons entitled to be present at a meeting of Members shall be those 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 or with the consent of the meeting.

- 7.5 **Chair of the Meeting.** In the event that the Chair is absent, the Members who are present and entitled to vote at the meeting shall choose one of their number to chair the meeting.
- 7.6 **Quorum.** A quorum at any meeting of the Members shall be eight (8) Members, who must be either present at the meeting or represented by proxy. If a quorum is present at the opening of a meeting of Members, the Members present may proceed with the business of the meeting even if a quorum is not present throughout the meeting.
- 7.7 **Adjournment.** The Chair may, with the consent of the meeting, adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the Members provided the adjourned meeting takes place within thirty (30) days of the original meeting. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.
- 7.8 **Number of Votes Required.** All questions proposed for consideration of the Members shall be determined by ordinary resolution of the Members. In case of an equality of votes, the Chair shall not have a second or tie-breaking vote.

8 STUDENT ADMINISTRATIVE COUNCIL

- 8.1 **The S.A.C.** The Student Administrative Council (hereinafter referred to as “S.A.C.”) shall be comprised of no more than eight (8) directors elected for a one (1) year term by the Members pursuant to the policies and procedures of the S.A.C., such elections to be confirmed by the Members at the Annual General Meeting. A director’s term of office shall, to the furthest extent possible, start on May 1st of the year elected and end on April 30th of the following year. The number of directors shall be set from time to time by a special resolution of the Members.
- 8.2 **Role of the S.A.C.** The S.A.C. shall always act in the best interests of the Student Union as a whole. The S.A.C. shall have oversight of the management of the Student Union by the President and the General Manager. Such oversight shall include (but not be limited to) the following broad tasks:
- (a) 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 General Manager;
 - (b) implementing governance policies and procedures that clearly articulate the roles of the S.A.C., the Members, the Officers, the President, and the General Manager; ensuring that such policies and procedures are followed;

and conducting regular reviews and, when necessary, amendments to such policies and procedures;

- (c) receiving, considering, and acting upon or providing further direction on all matters referred to it by the President or General Manager, or by any Member of the Student Union, including evaluating the President and General Manager and their fulfillment of the strategic direction and directives set by the S.A.C..

8.3 **Qualifications.**

- (a) Anyone who falls within one or more of the following categories will not be eligible to be nominated for election as a director:
 - i. anyone who is less than 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;
 - vii. anyone who is not in a position, as per Section 3.2, to continue as a Member during 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 of the Student Union;
- (b) Anyone who falls within one or more of the following categories will not be eligible to take 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 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;
 - vi. anyone who, in the academic semester prior to the commencement of office, was in a full time program that consisted of less than four credit courses and failed to maintain a passing grade in all of the credit courses, if the grades for such courses have been determined by the time of the commencement of office; and
 - vii. anyone who is an employee of the Student Union.
- (c) A director will automatically 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 academic semester immediately prior to the commencement of office, the director failed to carry at least a 2.5 GPA;
 - vi. it is determined that, in the academic semester immediately prior to commencement of office, the director was in a full time program that consisted of less than four credit courses and the director failed to maintain a passing grade in all of the credit courses;
 - vii. if the director fails to maintain a 2.5 GPA for each academic semester completed by the director during the term of office; or
 - viii. the director becomes an employee of the Student Union.

8.4 **Ceasing to Hold Office.** A director ceases to hold office when the director dies, resigns, is removed from office by the Members, or becomes disqualified to serve as a director by falling under one or more of the categories set out in Section 8.3(b).

- 8.5 **Resignation.** A director may resign from office by giving a written resignation to the Student Union and such resignation becomes effective when received by the Student Union or at the time specified in the resignation, whichever is later. A director will be deemed to have resigned upon the occurrence of any of the following events and will not be eligible for re-election to the S.A.C. for the remainder of the current year:
- (a) absence, without permission of the S.A.C., from two (2) consecutive duly called meetings of the S.A.C. or four (4) meetings throughout the director's term;
 - (b) attendance, without permission of the S.A.C., at more than four (4) meetings of the S.A.C. by telephonic or electronic means, unless such director is permanently or temporarily residing outside of London, Ontario, or for health reasons, in-person meetings are prohibited or should otherwise be avoided;
 - (c) failure to comply with these by-laws, the Letters Patent of the Student Union (as amended, replaced, or continued, from time to time), and/or applicable policies and procedures, including those relating to director's responsibilities, duties, or obligations; incompetence; poor representation on committees and/or conferences and/or to the public; and/or actions that threaten or harm the reputation and goodwill of the Student Union, as determined at the sole discretion of the S.A.C.;
 - (d) alleged or actual theft, fraud or embezzlement of funds; misuse of property, and/or breach of confidentiality, as determined at the sole discretion of the S.A.C.; or
 - (e) falling within one of the categories set out in Section 8.3(b).
- 8.6 **Removal.** The Members may, by special resolution passed at a special meeting of Members, remove any director from office before the expiration of the director's term and may, in accordance with applicable policies, elect a qualified individual to fill the resulting vacancy for the remainder of the term of the director so removed, failing which such vacancy may be filled by the S.A.C..
- 8.7 **Vacancies.** Subject to Section 8.6, a vacancy on the S.A.C. may be filled for the remainder of the term by a qualified individual by ordinary resolution of the S.A.C. in accordance with applicable policies. A vacancy shall not be filled if the vacancy occurs less than two months prior to the next Annual General Meeting, unless the vacancy will bring the number of directors below the required number set out in legislation or the Letters Patent (as amended, replaced, or continued, from time to time) or by-laws of the Student Union.
- 8.8 **Remuneration and Expenses.** The directors and officers (other than the President and General Manager) of the Student Union may receive nominal

remuneration in accordance with a policy of the S.A.C.; the remuneration of the President and General Manager shall be dictated by the terms of their employment. Any director, officer or employee of the Student Union may receive reimbursement for their expenses incurred on behalf of the Student Union in their respective capacities as a director, officer or employee. In addition, a director, officer, or Member may receive reasonable remuneration and expenses for any services to the Student Union that are performed in a capacity other than as a director, officer, or Member.

8.9 **Borrowing Powers.** The directors of the Student Union may, without authorization of the Members:

- (a) borrow money on the credit of the Student Union;
- (b) issue, reissue, sell, pledge or hypothecate 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.

8.10 **Committees.** If the number of directors on the S.A.C. is six (6) or more, the S.A.C. may appoint one or more advisory committees, but shall not delegate any authority of the S.A.C. to such committees. A committee may formulate its own rules of procedure, subject to such directions as the S.A.C. may from time to time give. Any committee member may be removed by resolution of the S.A.C. A majority of the members of a committee shall constitute a quorum.

9 MEETINGS OF THE S.A.C.

9.1 **Place of Meetings.** Meetings of the S.A.C. may be held at the registered office of the Student Union or at any other place within or outside of Canada as the S.A.C. may determine.

9.2 **Calling of Meetings.** Meetings of the S.A.C. may be called by the Chair or any two (2) directors at any time. At least five meetings of the S.A.C. shall be held during each Fall academic semester and during each Winter academic semester. All meetings shall be conducted in accordance with the latest edition of Robert's Rules of Order, subject to these by-laws and any policies of the S.A.C.

9.3 **Notice of Meeting.** Notice of the time and place for the holding of a meeting of the S.A.C. shall be given in the manner provided in this By-Law to every director of the Student Union not less than twenty-four (24) hours (excluding Saturdays, Sundays, and bank holidays) before the time when the meeting is to be held. Notice of a meeting shall not be necessary if all of the directors are present, and

- none objects to the holding of the meeting, or if those absent have waived notice of or have otherwise signified their consent to the holding of such meeting. Notice of an adjourned meeting is not required if the time and place of the adjourned meeting is announced at the original meeting. A notice of meeting need not specify the purpose or the business to be transacted at the meeting.
- 9.4 **Quorum.** A quorum of the S.A.C. shall be a majority of the directors. For the purpose of determining quorum, a director may be present in person, or, if authorized under these by-laws, by teleconference and/or by other electronic means. A quorum must be maintained throughout the meeting.
- 9.5 **Resolutions in Writing.** 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.
- 9.6 **Participation at Meeting by Telephone or Electronic Means.** A director may, if all directors are in agreement and have provided their consent, participate in up to four (4) meeting of directors or of a committee of directors using telephonic or electronic means that permits all participants to communicate adequately with each other during the meeting. A director participating in the meeting by such means shall be deemed for the purposes of the Act to have been present at that meeting.
- 9.7 **Chair of the Meeting.** In the event that the Chair is absent, the directors who are present shall choose one of their number to chair the meeting.
- 9.8 **Votes to Govern.** At all meetings of the S.A.C., every question shall be decided by a majority of the votes cast on the question. Each director shall have one vote. In case of an equality of votes, the Chair shall not have a second or tie-breaking vote. Directors may not appoint proxies to attend meetings in their stead.
- 9.9 **Attendees at Meetings.** The individuals set out below shall have a standing invitation to attend and speak at meetings of the S.A.C.; such invitation may be removed at the discretion of the Chair or the Board for any reason and at any time. These individuals shall not be directors and shall have no voting privileges.
- (a) The President of the Student Union, who will be an employee and officer of the Student Union but not a director, and who will attend meetings of the S.A.C. for the purpose of answering questions raised by the S.A.C. relating to the matters over which the President has authority.
 - (b) The General Manager of the Student Union (or such other individual with a different title who holds the successor position of the General Manager), who will be an employee and officer of the Student Union but not a

director, and who will attend meetings of the S.A.C. for the purpose of answering questions raised by the S.A.C. relating to operational matters.

- (c) The Board of Governor's student representative, who will not be an officer or director of the Student Union, and who will attend meetings of the S.A.C. for the purpose of keeping the Fanshawe College Board of Governors and the S.A.C. aware of each other's activities.
- (d) An Administrative Assistant, who will be an employee of the Student Union but not an officer or director of the Student Union, and who will attend meetings of the S.A.C. for the purpose of taking meeting minutes on behalf of the Secretary.

Other individuals may attend and speak at meetings of the S.A.C. in accordance with the policies and procedures of the S.A.C.

10 OFFICERS

- 10.1 **Appointment.** The S.A.C. may designate the offices of the Student Union, appoint officers on an annual or more frequent basis, specify their duties and delegate to such officers the power to manage the affairs of the Student Union. A director must be appointed chair of the S.A.C.; no other officer must be a director. Two or more offices may be held by the same person. The election of officers (other than the President and General Manager) shall be conducted in accordance with the policies and procedures of the S.A.C.
- 10.2 **Description of Offices.** Unless otherwise specified by the S.A.C., the officers of the Student Union shall have the following duties and powers associated with their positions:
 - (a) Chair of the S.A.C. – The Chair of the S.A.C. shall be a director. The Chair shall, when present, preside at all meetings of the S.A.C. and of the Members. The Chair shall have such other duties and powers as the S.A.C. may specify.
 - (b) Secretary - The Secretary shall be a director and shall, either directly or through delegation to a staff member, attend and be the secretary of all meetings of the S.A.C., Members and committees of the S.A.C. The Secretary shall, or shall delegate the authority to, 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, notices to Members, directors, the auditor, and Members of committees; the Secretary shall, or shall delegate the authority to, be the custodian of all books, papers, records, documents and other instruments belonging to the Student Union.

- (c) President – The President shall not be a director. The roles and responsibilities of the President are further set out in Section 10.4 below.
- (d) General Manager - The General Manager shall not be a director. The roles and responsibilities of the General Manager are further set out in Section 10.5 below.

The S.A.C. may add additional officers of the Student Union, from time to time, whose powers and duties shall be dictated by any relevant employment contract, as well as the applicable policies and procedures of the S.A.C.

10.3 **Vacancy in Office.** The S.A.C. may, in accordance with any applicable employment legislation and governance policies, remove, whether for cause or without cause, any officer of the Student Union. Unless so removed, an officer shall hold office until the earlier of:

- (a) the officer’s successor being appointed;
- (b) the officer’s resignation;
- (c) such officer ceasing to be a director (if a necessary qualification of appointment); or
- (d) such officer’s death.

If the office of any officer of the Student Union (other than the President) becomes vacant, the S.A.C. may, by resolution, appoint or hire a person to fill such vacancy. The duties of the President, during a vacancy, shall be assumed by the Finance Coordinator (or another individual designated by the S.A.C.) until a by-election is held by the Members.

10.4 **President of the Student Union.**

- (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 of the S.A.C. and confirmed by the Members at the Annual General Meeting.
- (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 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;
 - vii. anyone who is not a registered full-time student of Fanshawe College;
 - viii. anyone who did not complete at least one full-time semester during the current fiscal year of the Student Union (May 1st – April 30th);
 - ix. 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; and
 - x. anyone who previously served at least six months in the office of President.
- (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; and
 - v. 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.
- (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.
- (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 General Manager, 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 of the S.A.C.
 - (g) The President shall be an employee and officer of the Student Union, but shall not be a director on the S.A.C. The President shall report directly to the S.A.C. The S.A.C. shall determine the terms of employment, including remuneration, of the President.

10.5 **General Manager.**

- (a) The S.A.C. shall, on behalf of the Student Union, have the authority to hire, supervise, discipline, evaluate, and remove a General Manager in accordance with human resources policies and procedures. The S.A.C. shall determine the terms of employment, including remuneration, of the General Manager.
- (b) The General Manager 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 of the S.A.C. that delegate such authority to the General Manager.
- (c) The General Manager's rights and obligations shall be governed by applicable legislation and any contract with the Student Union, as well the policies and procedures of the S.A.C.
- (d) The General Manager shall be an employee and officer of the Student Union, but shall not be a Director on the S.A.C. The General Manager shall report directly to the S.A.C.

11. PROTECTION OF DIRECTORS, OFFICERS, AND OTHERS

- 11.1 **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 exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Every director and officer of the Student Union shall comply with the Act, the regulations, the Letters Patent of the Student Union, and the by-laws of the Student Union.
- 11.2 **Limitation of Liability.** Provided that the standard of care required of the director 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 or person conducting a review engagement, 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.
- 11.3 **Indemnification of Directors and Officers.** The Student Union may indemnify a director, an officer of the Student Union, a former director or officer of the Student Union, or another 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 association with the Student Union or other entity if:
- (a) 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
 - (b) 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.

The Student Union may indemnify such person in all such other matters, actions, proceedings and circumstances as may be permitted by the Act or the law. Nothing in this By-Law shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-Law.

- 11.4 **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 11.3 against any liability incurred by the individual in the individual's capacity as a director or an officer of the Student Union; 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.

12 REFERENDUMS AND PLEBISCITES

- 12.1 **Referendums.** Referendums shall be held upon a decision of a two-thirds vote of the eligible members of the S.A.C. or upon a petition bearing the names and student numbers of 10% of the Student Union. The S.A.C. shall be responsible for the conduct of a referendum and the question to be decided by such referendum shall be published on the campus and placed on designated bulletins, not later than seventy-two (72) hours prior to the opening of the polls.
- 12.2 **Validity of Referendums and Plebiscites.** The final outcome of the aforementioned referendums and plebiscites shall not be considered to be valid unless at least twenty-percent (20%) of the membership of the Student Union have voted on such referendums and plebiscites.

13 NOTICE

- 13.1 **Method of Giving Notices.** Any notice (which term includes any communication or document) to be given to a Member, director, officer, member of a committee of the S.A.C., or the auditor shall be sufficiently given if given by mail, courier or personal delivery, or by an electronic, telephonic, or other communication facility.
- 13.2 **Delivery.** A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice so sent by any means of electronic or similar communication shall be deemed to have been given when delivered to the appropriate electronic server or equivalent facility. The Secretary may change or cause to be changed the recorded address of any Member, director, officer, auditor, or member of a committee of the S.A.C. 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 shall be sufficient and conclusive evidence of the giving of such notice. 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, type-written or printed or partly written, stamped, type-written or printed.
- 13.3 **Omissions and Errors.** The accidental omission to give any notice to any Member, director, officer, member of a committee of the S.A.C. or auditor, or the non-receipt of any notice by any such person where the Student Union has

provided notice in accordance with the By-Law, 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.

- 13.4 **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, as the case may be. Any such waiver or abridgement shall be in writing.

14 AMENDMENT OF BY-LAWS

- 14.1 **By-Law and Effective Date.** The S.A.C. may, by resolution, make, amend or repeal any By-Law that regulate the activities or affairs of the Student Union. Any such By-Law, amendment or repeal shall be effective from the date of the resolution of the S.A.C. until the next meeting of Members where it must be confirmed, rejected or amended by the Members by ordinary resolution. If the By-Law, amendment or repeal is confirmed or confirmed as amended by the Members it remains effective in the form in which it was confirmed. The By-Law, 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.

This Section 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 Members.

Upon the enactment of this By-Law, all previous By-Laws of the Student Union shall be repealed. Such repeal shall not affect the previous operation of any By-Law 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 Letters Patent of the Student Union obtained pursuant to, any such By-Law prior to its repeal. All directors, officers, and person acting under any By-Law so repealed shall continue to act as if appointed under the provisions of this By-Law and all resolutions of the Members and of the S.A.C. with continuing effect passed under any repealed By-Law shall continue as good and valid except to the extent inconsistent with this By-Law and until amended or repealed.

ENACTED this 19 day of November, 2020.

Kahala

Chair

Hante

Secretary

CONFIRMED by the Members this 10 day of December, 2020

Kahala

Chair

Hank

Secretary