



Terms of Reference of the
Guelph-Humber Student Association

October 23, 2009

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Preamble

The Guelph-Humber Student Association Terms of Reference enforces the duties and responsibilities of the Organization that works solely in the interests of the students at the University of Guelph-Humber. Members of the organization are students elected by the University of Guelph-Humber student body.

The Terms of Reference outlines the duties and responsibilities of elected members, Ex-officios and advisors who oversee the Association. The TOR also outlines protocols for the election and bi-election processes.

This is the Terms of Reference of the Guelph-Humber Students Association, as ratified by the elected members of the Guelph-Humber Student Association from 2002 to 2008.

Guelph-Humber Student Association Mission Statement

The Guelph-Humber Student Association (GHSA) will play an integral role in community building and student representation at the University of Guelph-Humber. Since the GHSA is composed of elected students, it is responsible for unifying the Guelph-Humber student population through the planning and implementation of social, cultural and academic events and activities. The GHSA will raise, discuss, and act upon issues of concern to students of the University of Guelph-Humber. The GHSA is also responsible for maintaining relationships with the University of Guelph-Humber Administration, Humber Students' Federation, Central Student Association and the University of Guelph Senate.

Code of Ethics

The Code of Ethics is designed to be a useful guide for the elected members of the Guelph-Humber Student Association as they carry out their responsibilities as outlined in the Terms of Reference. The specification of the Code of Ethics enables the Association to clarify to current and future members, and to those affected by the actions of the Association, the nature of the ethical responsibilities held in common by its members.

By supporting and abiding by this Code, the elected members of the Association will demonstrate accountability for their behaviours and concern for students and employees of the University of Guelph-Humber, Humber College Institute of Applied Technology and Advanced Learning and for the community at large.

Code

The GHSA supports the following principles:

Accountability

Each member shall uphold and abide by the terms set out in the Code of Ethics. Failure to do so will result in disciplinary action as set out in the Terms of Reference. Members will also be obligated to report any infractions to the Code of Ethics to an Executive member.

Inclusivity

Each member will respect all cultures, ethnicities, orientations, religions, genders and people of any age. No member will segregate another individual based on any of the criteria mentioned. The Association will be conscientious of its actions in order to remain diverse in all motifs and initiatives.

Leadership

Each member will perform his or her duties with the upmost professionalism. This includes familiarization with Robert's Rules of Order, attending all scheduled meetings and lectures and maintaining an appropriate academic standing.

Participation

Each member must familiarize themselves with current campus activities and events. Participation in events will not be exclusive to those hosted by the Association.

Confidentiality

Information told to members of the Association by students and staff that deals with private matters are to remain confidential. Executive meeting minutes will be available upon requests.

Article 1 Interpretation

1.1 Definitions. In this Terms of Reference and Schedule of the Guelph-Humber Student Association, unless the text otherwise requires:

- (1) “**Advisor**” is a full time staff member of the University of Guelph-Humber, who oversees the members of the council and fulfills the duties particular to the position as described in the Terms of Reference;
- (2) “**Appointed Members**” are non-elected members of the Association. This includes Ex-Officio’s
- (3) “**Assistant Electoral Officer**” is appointed by the Association to assist the Chief Electoral Officer in all election matters;
- (4) “**Association**” in terms of the document means the Elected Guelph-Humber Student Association Members;
- (5) “**Atrium**” is located near the front entrance of the Guelph-Humber building in front of the Plant Wall;
- (6) “**Bi-Elections**” are elections that take place in the fall semester if all the positions on the Association are not filled during the General Elections;
- (7) “**Board of Directors**” or “**Board**” are used interchangeably and is the Board of Directors of HSF, as described in Appendix F. The GHSA President is the Guelph-Humber representative on the Board;
- (8) “**Board of Governors**” means the Board of Governors of the College, as provided by the rules and regulations of the Council of Regents;
- (9) “**Budget Sub-Committee**” reviews the annual budget for the Association and consists of all elected GHSA members;
- (10) “**Campus**” means the location of the University, 207 Humber College Blvd., Toronto, Ontario, M9W 5L7;
- (11) “**Chief Electoral Officer**” is appointed by the GHSA and makes all formal decisions for election matters;
- (12) “**Chairperson**” is the person to facilitate meetings in accordance with the Terms of Reference;
- (13) “**Club or Association**” is an organization of students of Guelph-Humber and or Humber ITAL, who come together to pursue a specific purpose or interest for the

- good and enjoyment of its members, and run in accordance with the HSF Constitution, the Club and Association Manual;
- (14) **“Club and Association Manual”** is the manual which contains the Policy and Procedure of HSF pertaining to clubs and associations;
 - (15) **“College”** means the Humber Institute of Technology and Advanced Learning (Humber ITAL) and all post-secondary education institutions with operating agreements with Humber ITAL, based at a operated by Humber ITAL, whose full time student activity fees are paid to Humber ITAL;
 - (16) **“Constitution”** is the governing document of the HSF;
 - (17) **“Committees”** refers to a group of individuals that are mandated to perform certain actions. Each GHSA Program can have their own Sub-Committee to assist the representative in performing their duties;
 - (18) **“Elected Members”** are students of the University of Guelph-Humber who are voted in at the General Elections and the Bi-Elections by the Guelph-Humber student body;
 - (19) **“Executive Body”** consists of the President, the Vice President of Operations, the Vice President of Finance, the Vice President of Communications, the Vice President of Academics and the Vice President of Activities;
 - (20) **“Executive Meetings”** are comprised of the Executive Members of the Association which shall be set out in Article 12.4;
 - (21) **“Ex-Officio Members”** are individual who have the same rights and responsibilities as regular elected members (with the exception of voting or making motions) during official meetings;
 - (22) **“Fifty percent plus one”** means that the majority or 50% plus one vote is represented;
 - (23) **“Final Examination Period”** takes place during the second week of December in the fall semester and during the second week of April in the winter semester;
 - (24) **“General Membership”** consists of the Guelph-Humber Student Body;
 - (25) **“GHSA”** means the Guelph-Humber Student Association;
 - (26) **“GHSA Events and Publicity Squad”** a group of volunteers led by the Vice President of Activities and Vice President of Communications that assists them in their duties;

- (27) **“GHSA Official Website”** is found at the URL www.ghsaweb.com;
- (28) **“HSF Executive Director”** is a paid full time member of the HSF who manages finances and helps with decisions alongside the HSF President;
- (29) **“Humber Students’ Federation”** is the Student Government on the Humber ITAL campus, an Ontario non-share capital corporation;
- (30) **“Lakeshore Campus”** means the Lakeshore Campus of the College located at 3199 Lake Shore Blvd. West, Toronto Ontario, M8V 1K8;
- (31) **“Letter of Reference”** is a letter provided to a candidate running in the General Elections or the Bi-Elections by a staff or faculty member of the University of Guelph-Humber if the candidate fails to meet the GPA requirement; Is a letter approval from a professor and/or a Program Advisor;
- (32) **“Letter of Resignation”** is a letter provided to the Executive body of the GHSA by the member of the Association who wishes to terminate their position before the end of their term;
- (33) **“Majority Vote”** means 50% + 1 votes (rounded to the next whole number) of those present and voting in favour of or against the motion;
- (34) **“Memorandum of Understanding”** is a document signed between the GHSA and HSF outlining the responsibilities of each organization;
- (35) **“North Campus”** means the North Campus of the College located at 205 Humber College Blvd., Toronto, ON, M9W 5L7;
- (36) **“Official Meeting”** an official meeting of the GHSA must meet quorum and have an agenda. Motions and discussions can occur at an official meeting of the Association.
- (37) **“President”** is a student who is duly elected (to represent the student body) by the students in accordance with the rules of eligibility as provided in the Terms of Reference to represent the student body;
- (38) **“Program Committees”** are Sub-Committees headed by Program Representatives to encourage students in specific programs to voice their opinions and assist Program Representatives with their goals;
- (39) **“Program Representatives”** is a student who is duly elected by the students in accordance with the rules of eligibility as provided in the Terms of Reference to represent the program they are enrolled in;

- (40) **“Quorum”** is the minimum number of members who must be present at a meeting for business to be legally transacted (i.e. motions, voting);
- (41) **“Referendum”** is a polling of the eligible students on a particular question, and is governed by the Terms of Reference;
- (42) **“Robert’s Rules of Order”** is the standard form of language used in parliamentary procedures. The Association has adopted the rules to formalize official meetings of the Association.
- (43) **“Schedule A”** is a document that contains additions to the Memorandum of Understanding addressing dispute resolution protocols between the GHSA and HSF;
- (44) **“Schedule B”** is a document that contains additions and clarifications to the Memorandum of Understanding;
- (45) **“Schedule C”** is a document that contains amendments to the Memorandum of Understanding, mainly discussing the specifics of the GHSA office;
- (46) **“Semester”** is one third of the year. The fall semester begins in September and ends in December. The winter semester begins in January and ends in April. The summer semester begins in May and ends in August;
- (47) **“Special Meeting”** means a special meeting of the elected GHSA members for the purposes defined in Article 6.2 of the HSF Constitution;
- (48) **“Student Activity Fee”** is the fee collected by the College each Semester from all Full Time and Part Time Day students and which is provided by the College to HSF for its use on behalf of and in the interests of the student body. The amount of the student activity fee is decided yearly by the Board of Directors and approved by the Fee Protocol Committee and the Board of Governors;
- (49) **“Student Senators”** are representatives of the University of Guelph Senate;
- (50) **“Sub-committees”** are groups of volunteers that help the Program Representatives perform their duties;
- (51) **“Terms of Reference”** means this document, which must be revised annually by the new council;
- (52) **“TOR Review Committee”** a committee made up of GHSA members who review and make comments for additions to the Terms of Reference;
- (53) **“Transition Report”** are reports created by the current council for the incoming council to outline all events and initiatives that were accomplished during the current member’s term;

- (54) **“Two-Thirds Majority Vote”** is when twice as many people vote in favour of a motion as against a motion;
- (55) **“University of Guelph-Humber Student Life, Career and Alumni Services Department”** the Guelph-Humber department, that is located in GH 204, that is mandated to encourage student involvement on campus, facilitate new student orientation and provide career support to students and alumni; and
- (56) **“Vice President”** is a student who is duly elected by the students in accordance with the rules of eligibility as provided in the Terms of Reference.

1.2 Grammar. In all instances within the Terms of Reference, if circumstances dictate, the singular shall include the plural, and the plural shall include the singular. The masculine shall include the feminine, and the word “person” shall include bodies corporate, corporations, companies, partnerships, syndicates, and any number or aggregate of persons.

THE ASSOCIATION

Article 2 Name

- 2.1 Name.** An organization will exist and be known as the Guelph-Humber Student Association, hereinafter referred to as 'the GHSA' or 'the Association'.
- 2.2 Membership/Relationship.** No other body, person or persons may identify themselves with the GHSA without the express and written permission of the Association, and without adherence to the Terms of Reference of the GHSA.

Article 3 Office

- 3.1 Head Office.** The head office of the GHSA shall be located at the University of Guelph-Humber, address 207 Humber College Blvd, in the City of Toronto, in the Province of Ontario, in room GH 119

Article 4 GHSA Logo and Identity

- 4.1 Logo Ownership.** The GHSA logo:
- (1) is owned by the Association;

Article 5 Mandate

- 5.1 Mandate.** The mandate of the GHSA is:
- (1) to represent all students of the University of Guelph-Humber in conjunction with the Humber Students' Federation (hereinafter referred to as the HSF) as per the Memorandum of Understanding, Schedule A, Schedule B and Schedule C;
 - (2) to foster a sense of community among University of Guelph-Humber students;
 - (3) to raise, discuss, and act upon issues of concern to students attending the University of Guelph-Humber;
 - (4) to create and/or take part in academic or social events that facilitates learning and promotes the betterment of student life at the University of Guelph-Humber.

Article 6 GHSA Descriptor

6.1 Relationship. The Guelph-Humber Student Association is a fully funded subsidiary of the Humber Students' Federation tailored to the Guelph-Humber community. The Association operates within the policy and procedural framework of the Humber Students' Federation on the basis of the following agreements: the Terms of Reference, the Memorandum of Understanding and the attached schedules. The Guelph-Humber Student Association is also affiliated with the Guelph-Humber Student Life, Career and Alumni Services Department and the University of Guelph Senate.

Article 7 Term of Office

7.1 Term. The term of office of all members of the GHSA will be from May 1, the date of election or appointment, until April 30 of the following year.

Article 8 Duties of Members

8.1 Elected Members. Each member of the Association will:

- (1) with the exception of the Advisor(s), be registered in a program at the University of Guelph-Humber as a student during both the fall and winter semesters of his/her term of office;
- (2) serve in only one position of the GHSA during his/her term of office, with the exception of:
 - a. Guelph Student Senator positions; and
 - b. a member who previously held a position and has moved on to another, has the opportunity to tentatively hold an interim position if in the immediately following term served in office, the position has no representation. The member will only be granted one vote at an official meeting or during a motion;
- (3) abide by the Terms of Reference;
- (4) attend all meetings of the Association with no more than three unexcused absences;
- (5) create a transition report which includes, but is not limited to, a description of all events, initiatives and programs run by the council member during the term of office. The report must also include all financial information relating to the member's position, e-mail account information, hard and soft copies of important documents and a review of the term in office;

- (6) the transition report should be half-way completed by the beginning of the winter semester. The fully completed document shall be presented to his/her successor(s) no later than two weeks before the end of their term in office or no later than 1 week before the end of classes in the winter term, whichever is sooner;
- (7) perform other duties as assigned by a two-thirds majority vote of the GHSA;
- (8) upon request, whenever possible attend all special meetings held by the executive or staff members of the HSF;
- (9) attend at least one Bi-Annual General Meeting of the HSF;
- (10) be familiar with Robert's Rules of Order;
- (11) undertake all events and activities on a break even or profit basis unless designated as a special event or activity to address a specific student issue or concern;
- (12) sit on the Academic Management and Program Committee (AMAP) chaired by the Vice Provost;
- (13) be expected to uphold the integrity and consensus of the GHSA; and
- (14) adhere to proper archiving of emails, documents, minutes and notes for future GHSA members as governed by the current GHSA Archiving Policy revised and maintained by the Vice President of Operations;

8.2 Executives: The Executives will:

- (1) hold attend weekly executive meetings once a week;
- (2) Executive meeting minutes will be available upon requests;
- (3) be familiar with all the duties of the Executive members, Advisors and Ex-Officios;
and
- (4) in the case of an Executive being unable to fulfill their duties of office, the Presidential duties will then be absorbed by all executives;

8.3 President. The President, unless the President reassigns duties with the approval of the Vice Presidents or the Program Representative taking on the duties, will:

- (1) be familiar with the duties of each Elected GHSA member, Ex-Officios and Advisors;
- (2) have sat on the GHSA for at least one term prior to position;

- (3) act as the primary liaison between the GHSA and bodies both internal and external to the University of Guelph-Humber;
- (4) coordinate and chair the meetings with the Executive Members of the Association;
- (5) act as the primary liaison between the GHSA and the HSF executive;
- (6) act as the Guelph-Humber Director on the HSF Board of Directors as per Schedule B of the Memorandum of Understanding;
- (7) coordinate and collect all business pertinent to GHSA Official Meetings and prepare meeting agendas;
- (8) act as the primary user of the president@ghsaweb.com account, including the management of all email use under this account;
- (9) act as a mediator between members, as necessary;
- (10) authorize all deposits and cheque requisitions, alongside the Vice President of Finance;
- (11) plan, coordinate, and implement at least one teambuilding activity for the GHSA each semester; and
- (12) maintain consistent office hours as agreed upon by the GHSA Executive through a majority vote.

8.4 Vice President of Academics. The Vice President of Academics, unless the Vice President of Academics re-assigns duties with the approval of the Elected Members taking on the new duties, will:

- (1) act as a student advocate;
- (2) chair the meetings of the GHSA in the absence of the Chairperson;
- (3) chair the GHSA Academic Committee;
- (4) serve as the Guelph-Humber Representative on the Humber Academic Council, as per Schedule B of the Memorandum of Understanding;
- (5) identify student representation for all University of Guelph-Humber academic and non-academic committees and/or boards requiring student representation;
- (6) ensure that committee and/or board representatives deliver committee and/or board reports within one week of meeting to the Association;

- (7) chair the TOR Review Committee, which will be an option for all members of the Association, plus a minimum of three elected GHSA members;;
- (8) maintain and distribute, to members of the GHSA, an up-to-date hardcopy of the Terms of Reference;
- (9) sit on the Academic Management and Program Committee (AMAP) chaired by the Vice Provost, unless Academic schedule conflicts with meeting times;
- (10) act as the primary user of the ypacademics@ghsaweb.com account, including the management of all email use under this account;
- (11) assist Vice President of Activities with planning and execution of at least one academic related event in both fall and winter semesters;
- (12) maintain consistent office hours as agreed upon by the GHSA Executive through a majority vote.
- (13) ensure all interested GHSA members and relevant sub-committee members are trained in the academic appeals process;
- (14) act as a liaison between the GHSA and the University of Guelph Senate; and
- (15) ensure that reports to the GHSA include updates on Academic Committee affairs.

8.5 Vice President of Operations. The Vice President of Operations, unless the Vice President of Operations, reassigns duties with the approval of the President and the Vice President or the Program Representative taking on the new duties, will:

- (1) be familiar with the duties of Executives, Ex-Officios and Advisors;
- (2) have sat on the GHSA for at least one term prior to position;
- (3) act as the primary user of the ypoperations@ghsaweb.com account, including the management of all email use under this account;
- (4) chair the executive meetings of the GHSA in the absence of the Chairperson;
- (5) be knowledgeable about minutes and motions at all Executive Meetings;
- (6) act as the Administrator for the GHSA email accounts and build an adequate calendaring system for the Association;
- (7) act as main purchaser and administrator for all technology within the office included but not limited to projectors, desktop computers, laptops, routers, and printers;

- (8) act in the role of “Office Manager” ensuring adequate supplies are purchased and employees are scheduled to ensure the office is staffed during business hours;
- (9) write and maintain policies to govern the use of the GHSA office by both members and outside individuals in conjunction with the President;
- (10) as secondary liaison between the GHSA and outside organizations including but not limited to the HSF, University of Guelph-Humber, University of Guelph, Humber ITAL and the College Student Alliance.

8.6 Vice President of Communications. The Vice President of Communications, unless the Vice President of Communications reassigns duties with the approval of the President and the Vice President or the Program Representative taking on the new duties, will:

- (1) be familiar with the duties of the Executives, Ex-Officios and Advisors;
- (2) ensure that thorough and detailed minutes are taken and attendance is recorded at each Official Meeting of the Association;
- (3) minutes are to be distributed within 48 hours of following an official GHSA and Executive meetings;
- (4) maintain a collection of approved GHSA meeting minutes, in a hard copy and an electronic copy, for referral within 3 business days;
- (5) build, maintain and update the GHSA official website (www.ghsaweb.com) or appoint a developer with approval of the Association;
- (6) supervise content and manage the GHSA’s official website: www.ghsaweb.com;
- (7) to publicize the Association’s events, activities and initiatives, assisted by all other Elected GHSA members;
- (8) ensures that the GHSA bulletin boards and white boards are updated;
- (9) track and monitor all GHSA postings, in accordance to the Posting Policy; be in charge of all social media (e.g. Facebook etc.);
- (10) and act as the primary user of the vpcommunications@ghsaweb.com account, including the management of all email use under this account.

8.7 Vice President of Finance. The Vice President of Finance, unless the Vice President of Finance reassigns duties with the approval of the Executives or the Program Representatives taking on the new duties, will:

- (1) chair the Budget Sub-Committee, which consists of all GHSA members;
- (2) maintain an up-to-date and accurate record of all GHSA financial transactions in conjunction with the HSF Executive Director;
- (3) present a monthly financial summary to the Association;
- (4) prepare a recommended budget for the fiscal year following his/her term, in conjunction with the GHSA Budget Sub-Committee, and present this budget to the current GHSA for approval no later than the second last meeting of the term;
- (5) maintain consistent office hours as agreed upon by the GHSA Executive through a majority vote;
- (6) be knowledgeable about finances, records, minutes, and motions at all Budget Sub-Committee Meetings, Executive Meetings, and GHSA Meetings;
- (7) authorize all deposits and cheque requisitions, alongside the President;
- (8) ensure that reports to the GHSA include updates on Budget Sub-Committee affairs; and
- (9) act as the primary user of the vpfinances@ghsaweb.com account, including the management of all email use under this account.

8.8 Vice President of Activities. The Vice President of Activities, unless the Vice President of Activities reassigns duties with the approval of the President and the Vice Presidents or the Program Representative taking on the new duties, will:

- (1) plan, coordinate, and implement all GHSA events, in conjunction with the GHSA Events and Publicity Squad and other members of the GHSA;
- (2) work with the HSF Programming Coordinator (North Campus) and the HSF Vice President of Campus Life, both North Campus and Lakeshore Campus, to coordinate GHSA and HSF joint events;
- (3) plan and execute at least one event per month in both fall and winter semesters;
- (4) keep a log that summarizes the cost, primary contact, number of attendees, number of buses and type of supplies ordered for each event coordinated;

- (5) ensure that the Vice President of Finance is fully briefed on costs of an event before purchasing or committing funds;
- (6) co-chair the GHSA Events and Publicity Squad alongside the Vice President of Communications;
- (7) maintain consistent office hours as agreed upon by the GHSA Executive through a majority vote;
- (8) act as the primary user of the vpactivites@ghsaweb.com account, including the management of all email use under this account; and
- (9) ensure that reports to the GHSA include updates on Events and Promotions Committee affairs.

8.9 Program Representatives. The Program Representatives will:

- (1) if needed, create and chair program committees comprised of students of their respective program;
- (2) ensure that reports from Program Sub-Committees, if applicable to the GHSA include updates on Program Committee affairs;
- (3) have the option to sit in on any of the executive meetings;
- (4) sit on the Curriculum Committee chaired by the Program Head. It is up to the Program Head to nominate another student if there is only one program representative;
- (5) plan and execute at least two events in both the fall and winter semesters;
- (6) keep a log that summarizes the cost, primary contact, number of attendees, number of buses and type of supplies ordered for each event coordinated;
- (7) act as the primary user, including the management of all email use under this account, respective of their program, including management of all email use under the following accounts: business@ghsaweb.com, computing@ghsaweb.com, earlychildhood@ghsaweb.com, fcss@ghsaweb.com, justice@ghsaweb.com, kinesiology@ghsaweb.com, media@ghsaweb.com and psychology@ghsaweb.com;
- (8) meet with their Program Heads and Program Advisor at least once a month; and
- (9) spend, as required, a minimum of one half of their allocated budget by the end of the fall semester. If this requirement is not met then the funds may be dispersed throughout the GHSA budget as decided upon by the Budget Sub-Committee.

8.10 Advisor. The Advisor will:

- (1) will be appointed as an Ex-Officio member of the Association;
- (2) provide guidance to the Association at its request;
- (3) provide the Association with general information about events, programs, or activities that are affecting or will affect the University of Guelph-Humber students;
- (4) perform any other duties as agreed to by him/her and the Association; and
- (5) act as a neutral third party member.

8.11 Chairperson. The Chairperson will:

- (1) will be appointed as an Ex-Officio member of the Association;
- (2) chair meetings of the GHSA with impartiality;
- (3) ensure that all members of the GHSA are familiar with and abide by Robert's Rules of Order during Official Meetings;
- (4) be familiar with the Terms of Reference;
- (5) be replaced by the another member of the Association, an ex-officio and/or Advisor in case of a conflict of interest with a particular motion, in their absence, or discussion; and

8.12 Ex-Officio. The Ex-Officio will:

- (1) not have any voting rights;
- (2) be welcome to attend GHSA meetings on a regular basis;
- (3) have the right to be included in private sessions, if specified within motion to go private;
- (4) will include all past Elected GHSA Members, Advisors and current Senators;
- (5) have speaking rights at all official GHSA meetings; and
- (6) not extend speaking rights to guests.

8.13 Customer Service Representative. The Customer Service Representative (CSR) will:

- (1) not have any voting rights;
- (2) be provided by the HSF during business hours in accordance to Schedule “C”;
- (3) be knowledgeable about the Association’s services offered, advocacy and events;
- (4) be knowledgeable about the Association’s and the HSF’s services offered, advocacy and events; and
- (5) complete the duties as assigned by the Vice President of Operations and HSF Staff.

Article 9 Composition and Mandate of Standing Sub-Committee

9.1 TOR Review Committee. The TOR Review Committee will:

- (1) be chaired by the Vice President of Academics;
- (2) thoroughly review the current TOR and suggest amendments to the document;
- (3) be an option for all members of the Association, plus a minimum of three elected GHSA Members;
- (4) hold meetings at least once a semester; and
- (5) designate a minute taker. These minutes must be made available to the GHSA no later than seven days after the meeting and sent to the Vice President of Operations for archiving.

9.2 Events and Publicity Squad Sub-Committee. The Events and Publicity Squad Sub-Committee will:

- (1) be chaired by the Vice President of Activities;
- (2) assist the Vice President of Activities in planning and developing social events that foster a sense of community among students at the University of Guelph-Humber, in accordance to Article 8.8.3;
- (3) be responsible for the development and promotion of activities that reflect the diversity of students;
- (4) under the direction of the Vice President of Communications inform students of GHSA events, activities and decisions;

- (5) hold meetings at least once a month;
- (6) consist of any interested students at the University of Guelph-Humber; and
- (7) designate a minute taker. These minutes must be made available to the GHSA no later than seven days after the meeting and sent to the Vice President of Operations for archiving.

9.3 Elections Sub-Committee. Elections Sub-Committee will:

- (1) consist of five people including the CEO and AEO and three other members being an Ex-Officio or any impartial GHSA members;
- (2) picked by the impartial GHSA Elected Members who are not participating in the current election;
- (3) can over-turn CEO decision;
- (4) serve to assist the CEO and AEO as impartial supervisors of elections and referenda;
- (5) assist the CEO and AEO in developing the campaign guidelines, facilitating promotions of the elections, and in reaching decisions concerning infractions;
- (6) assist the CEO and the AEO in their enactment of Article 12.1.4, Article 12.1.5, Article 12.1.6, Article 12.1.16, Article 12.1.17, Article 12.1.18, Article 12.1.22 and Article 12.1.24; and
- (7) have the final decision in all matters.

9.4 Budget Sub-Committee. The Sub-Committee will:

- (1) be chaired by the Vice President of Finance;
- (2) assists the Vice President of Finance in compiling a budget in accordance with Article 8.6.4;
- (3) consists of all members of the Association;
- (4) approve the annual budget by the end of July in their term of office;
- (5) advise the Association on the funding allocation;
- (6) hold meetings as dictated by budget issues and deadlines; and

- (7) designate a minute taker. These minutes must be made available to the Association no later than seven days after the meeting and sent to the Vice President of Operations for archiving.

Article 10 Appointment of Ex-Officio Members

10.1 Appointment of Members. Appointment of the Advisor(s) and Ex-Officio Members:

- (1) can be requested by any Elected GHSA Member, when deemed necessary;

OFFICIAL MEETING PROTOCOL

Article 11 Official Meetings of the Association

11.1 Meetings. All GHSA meetings will:

- (1) meet fifty percent plus one of the voting members, quorum, of the Association, before an Official Meeting can be held;
- (2) have members submit their regrets 24 hours in advance for scheduled official meetings unless there is an emergency. All absences must be approved by the Executive Members;
- (3) be held at least once a week during both the fall and winter semesters, excluding:
 - a. final examination periods; and
 - b. when the President, upon the advice of the Association, cancels a meeting;
- (4) not be cancelled more than three times during each fall and winter semester;
- (5) make all Official Meetings open to the public, unless closed by a two-thirds majority vote of the GHSA;
- (6) be conducted in accordance with the Terms of Reference and Robert's Rules of Order;
- (7) in cases where Robert's Rules of Order conflicts with the Terms of Reference, allow the Terms of Reference to take precedence;
- (8) limit all Official Meetings to two hours and thirty minutes; and

- (9) automatically adjourn its meeting when the time limit is reached, unless a member of the GHSA moves to “extend the meeting,” which requires a two thirds majority vote to pass.

11.2 Motions. Motions:

- (1) can only take place once quorum is met;
- (2) can be proposed by any Elected member of the Association;
- (3) must be discussed before the motion is made;
- (4) any member can make a motion as long as they receive twenty signatures from the student body;
- (5) motion will require a majority vote in its favour to carry, unless otherwise stipulated by Robert’s Rules of Order;
- (6) proposing:
 - a. a Terms of Reference amendment;
 - b. the approval of a budget;
 - c. the dismissal of an Elected member; and/or
 - d. a referendum

will require a two-thirds majority vote in its favour to carry;

- (7) that violate the Terms of Reference can be ruled out by the Chairperson;
- (8) fail in the case of a tie vote;
- (9) cannot be motioned again in the case of a failed motion, unless it has been amended in a fashion that promotes additional discussion on the motion;
- (10) sent out by email, must have a pre-stated motioner and seconder.
- (11) sent by email, will be forwarded to the Vice President of Operations at vpoperations@ghsaweb.com and he/she will act as the primary contact;
- (12) sent by email, will be sent to GHSA Elected members by the Vice President of Operations via their official GHSA email accounts. Email voting will then take place;

(13) made by the Vice President of Operations that he/she wishes to send out via email requires the President to step in as the primary contact;

(14) sent out by email, will be kept by the primary contact, in lieu of minutes; and

(15) must be made available to the student body in the minutes archive.

11.3 Voting. Voting:

(1) can only take place once quorum is met;

(2) Elected GHSA members will only vote;

(3) can be valid with one vote per voting member;

(4) collected by emails, can only take place once a motion has been sent out by the Vice President of Operations or the primary contact;

(5) collected by email, must be casted within forty eight (48) hours of the original motion and returned to the Vice President of Operations or the primary contact;

(6) collected by email, will be considered a noted abstention if no email response is received within the stated time frame;

(7) collected by email, will be kept by the primary contact, in lieu of minutes; and

(8) casted by secret ballots must be destroyed.

11.4 Executive Meetings. All Executive Meetings will:

(1) be attended by every Executive member;

(2) be held at least once a week during both the fall and winter semesters, excluding:

a. final examination periods; and

b. when the Executives collectively decide to cancel a meeting;

(3) not be cancelled more than three meetings during each fall and winter semester;

(4) be determined by the President, in accordance to Article 8.2.4;

(5) recommend agenda items for the GHSA's Official Meetings, in accordance to see Article 8.2.7; and

(6) follow Robert's Rules of Order.

ELECTIONS AND REFERENDA

Article 12 General Election Duties

12.1 Chief Electoral Officer. Chief Electoral Officer, herein referred to as CEO will:

- (1) not need previous experience for any position;
- (2) be appointed by the GHSA by the end of December in the fall semester;
- (3) be a GHSA Member or Ex-Officio who is not participating in the elections as a candidate;
- (4) serve as the impartial supervisor of the elections and/or referenda;
- (5) act as the primary user of the elections@ghsaweb.com account, including the management of all email use under this account;
- (6) ensure that elections and/or referenda are held in accordance with commonly accepted democratic principles and the Terms of Reference;
- (7) ensure that the Terms of Reference is available to all candidates and voters;
- (8) initiate the formation of the Elections Sub-Committee;
- (9) initiate approval of the election timeline at an official GHSA meeting at least two weeks prior to the start of the nomination period;
- (10) initiate approval of the campaign policies and procedure guidelines at an official GHSA meeting at least two weeks prior to the start of the nomination period;
- (11) ensure the promotion of GHSA elections and/or referenda at least one week prior to the beginning of the nomination period;
- (12) initiate approval of the campaign policies and procedure guidelines at an official GHSA meeting at least two weeks prior to the start of the nomination period;
- (13) distribute campaign policies and procedures to the Guelph-Humber student body upon approval from the GHSA;
- (14) receive and certify all nominations;

- (15) ensure that all nominees are certified and meet the “Qualifications of Candidates” within one business day following the nomination period;
- (16) contact all nominees to verify certification or disqualification within twenty four hours of the nomination period;
- (17) accept a “Letter of Recommendation” on the candidate’s behalf from the University of Guelph-Humber staff or faculty member with their nomination package. The “Letter of Recommendation” will automatically excuse the nominee of the academic requirement;
- (18) circulate all of the candidates’ biographical submissions to the University of Guelph-Humber student body on the first day of the campaigning period;
- (19) remove/discard of biographical submissions on the last day of the campaigning period;
- (20) ensure that candidates are aware of and follow the regulations governing the elections and the campaigning period;
- (21) assess campaign infractions concerning general elections, referenda and bi-elections, and penalize candidates when necessary;
- (22) will determine a price value for materials that do not have a receipt in a candidates nomination package;
- (23) ensure that the Assistant Electoral Officer or CEO approves of all marketing material prior to it being posted;
- (24) obtain an up-to-date list of qualified voters two weeks prior to the start of the campaign period. This can be received from the registrar;
- (25) design a schedule for the polling station, which will include dates, times and names of those operating the station and present it to the Association at least one week prior to the voting period;
- (26) receive and certify all ballots and the election and/or referenda results;
- (27) appoint impartial members of the Elections Sub Committee to assist in the collection, tabulation and certification of votes;
- (28) have the discretion, in consultation with the AEO, Elections Sub Committee and GHSA Executive, to make suitable decisions in the event that there is an elections discrepancy or conflict not clearly outlined by the elections policy;

- (29) will announce the successful candidates and/or referenda results at least one business week after results have been formulated;
- (30) prepare a elections transition report which should securely include election records within two weeks following the announcement of the results; and
- (31) have the final decision in all matters, unless overturned by the Elections Sub-Committee.

12.2 Assistant Electoral Officer. Assistant Electoral Officer, herein referred to as AEO will:

- (1) be appointed by the GHSA by the end of December in the fall semester;
- (2) be an Ex-Officio or be a GHSA full-time staff advisor not holding an elected position;
- (3) be a GHSA Member or Ex-Officio who is not participating in the elections as a candidate;
- (4) serve as the impartial supervisor of the elections and/or referenda;
- (5) assist the CEO in his/her enactment of Article 12.1.6 through Article 12.28, inclusive; and
- (6) assist the CEO in arriving to their final decisions.

Article 13 General Election Process
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13.1 Nomination Period. The nomination period will:

- (1) occur at a time recommended by the CEO and approved by the Elected GHSA Members;
- (2) a date can be recommended that has a finish date that is one month before the final examination period begins;
- (3) last five business days in duration, unless otherwise approved by the Association.

13.2 Certification Period. The certification period will:

- (1) occur at a time recommended by the CEO and approved by the Association;
- (2) last two business days in duration, unless otherwise approved by the Association; and

- (3) allow the CEO to certify or disqualify all nominees in the first two business days, and to contact them within this time frame.

13.3 Campaigning Period. The campaigning period will:

- (1) occur at a time recommended by the CEO and approved by the Association;
- (2) last five business days in duration, unless otherwise approved by the Association; and
- (3) end at least twenty four hours before the beginning of the ballot period.

13.4 Balloting Period. The balloting period will:

- (1) occur at a time recommended by the CEO and approved by the Association;
- (2) last five business days in duration, unless otherwise approved by the Association; and
- (3) begin at least twenty four hours after the campaigning period.

13.5 Qualification of Candidates. A candidate is eligible to participate in the GHSA general elections if:

- (1) the candidate is registered in a full-time program at the University of Guelph-Humber as a student at the time of the general election;
- (2) the candidate obtains forty signatures, from students who are attending the University of Guelph-Humber, for an Executive position;
- (3) the candidate obtains twenty signatures, from students who are attending the University of Guelph-Humber in their respective program, for an Program Representative position;
- (4) if no candidate submits a nomination package for President or the Vice President of Operations the nomination period for that position re-opens for all GHSA members, negating the requirement of one term experience;
- (5) the candidate has not previously held the position for two terms, unless:
 - a. no candidates submitted nomination packages; or
 - b. a member who previously held a position and has moved on to another has the opportunity to tentatively be in an interim position if immediately following the term served in office has no representation for that position and will only be granted one vote at an official meeting or during a motion;

the candidate must notify the CEO of their intention to run for the position if it remains vacant, prior to the end of the nomination period;

(6) the candidate is running for a maximum of one position, with the exception of:

- a. a Guelph Student Senator; and
- b. in accordance to Article 13.5.b;

(7) the candidate maintains a GPA of 70%; and

(8) the candidate provides the CEO with a “Letter of Recommendation” on their behalf from a Guelph-Humber staff or faculty to support their nomination if the candidate fails to meet the GPA of 70% requirement, in accordance to Article 12.1.15.

13.6 Nomination. Nominations will:

- (1) be in the form of a signature from the GHSA members who would like to nominate any candidates running for the position;and
- (2) require the CEO to collect all nominations in a manner decided by him/her.

13.7 Campaigning. Campaigning will:

- (1) be run fairly and in accordance with democratic principles and the Terms of Reference;
- (2) begin and end at the date and time designated by the CEO and approved by the Association;
- (3) end with the removal of campaigning materials, or this will result in an infraction;
- (4) issue an infraction or disqualify a candidate who makes any slanderous remarks towards another candidate;
- (5) ensure that the CEO and AEO approves all posted materials prior to posting or an infraction will be issued;
- (6) result in an infraction or disqualify a candidate who campaigns on the school wide communities or emails;
- (7) result in an infraction or disqualify a candidate who uses campaign material that includes sexist, homophobic, racist and/or offensive or detrimental language, as determined by the CEO;

- (8) require the CEO to investigate allegations of the occurrence of slanderous remarks, and he/she, along with the AEO, will bear the ultimate responsibility of disqualifying or issuing an infraction should such a penalty be warranted;
- (9) make all infractions public to the voting population by detailing the circumstances to which the infraction was based on;
- (10) not exceed \$25 for candidates running for Program Representative positions and \$50 for candidates running for Executive positions, this will not be reimbursed;
- (11) allow each candidate one table in the atrium for promotions provided that they follow the rules of the atrium;
- (12) require each candidate to submit a 250 word maximum biographical submission to the CEO with their election packages;
- (13) issue an infraction to any candidate who exceed the pre-determined length of the biographical submission;
- (14) be governed by the “Campaign Policies” approved by the Association at least two weeks prior to the start of elections. This document will be provided to all candidates in their election packages;
- (15) require the CEO to resolve any elections discrepancy or conflict not clearly outlined by the elections policy after engaging in consultation with the AEO, the Elections Sub-Committee and the Association; and
- (16) require a list of materials and receipts for materials purchased for the campaign to be submitted with the nomination package. The CEO and AEO will determine a price value for materials that do not have a receipt.

13.8 Polling stations and Balloting. Polling stations and balloting will:

- (1) have the option of casting votes through a:
 - a. paper ballot system, approved by the Association;
 - b. computerized system, approved by the Association; and
 - c. mail based system, approved by the Association;
- (2) cast secret ballots for general elections and referenda;
- (3) have signed paper ballots by the person(s) operating the station;

- (4) be located in the middle of the North Atrium in front of the plant wall away from the entrance of the GHSA Office unless otherwise approved by the Association;
- (5) require the CEO to design a schedule for the polling station, which will include dates, times and names of those operating the station and present it to the Association at least one week prior to the voting period;
- (6) not have candidates standing within a ten meter radius of the polling stations, for more than five minutes, unless they are:
 - a. voting; or
 - b. walking to and from class, first floor offices and washrooms.

Candidates who violate Article 14.8.6 will receive an infraction and can be disqualified at the discretion of the CEO and the AEO;

- (7) require candidates to avoid entering the GHSA office during the voting period, whether it be before, during and after business hours;
- (8) require all members of the Elections Sub-Committee to not discuss the candidates or referendum question with voters while working at the station;
- (9) require the CEO, AEO and the Elections Sub-Committee to sign a statement of confidentiality, collected by the CEO and presented the Association, prior to assuming their position;
- (10) provide paper ballots for voters who request it if the Association uses a computerized voting system;
- (11) have mail in votes sent to Chief Electoral Officer, 207 Humber College Blvd, Room GH 119, Toronto, Ontario, M9W 5L7; and
- (12) maintain a professional atmosphere.

13.9 Quorum. Quorum for a general election and/or referendum will be fifteen per cent of eligible voters for the general election and/or referendum to be considered valid.

13.10 Qualification of Voters. Qualification of voters are students who:

- (1) are enrolled in a full time program at the University of Guelph-Humber; and
 - a. any full time student who provides their valid student identification card and/or valid photo identification; or
 - b. a student with a disability that is taking a reduced course load and opts-in to full time Student Activity Fees; or

- c. a student who is enrolled in a co-op program and currently in a registered Co-op work-term.

13.11 Tabulation of Votes and Counting of Ballots. Tabulation of votes and counting of ballots will:

- (1) be tabulated immediately upon the closing of the balloting period by the CEO, AEO and minimum of one member of the Election Sub-Committee;
- (2) allow all candidates running to have one scrutineer at the time vote tabulation;
- (3) not allow the scrutineer to be an active participant in the elections;
- (4) require the CEO and the AEO to announce the results and number of votes to all candidates and then to the Association immediately upon completion of the counting of ballots and tabulation of votes;
- (5) require the CEO to announce the election results to the general public within five business days after the announcement to the candidates and Elected GHSA members; and
- (6) any ballot that violates the voting procedures contained in this document will be discarded.

13.12 Vote Requirement of Elections and Referendum. The vote requirement of elections and referendum will:

- (1) require a candidate to obtain the most votes in his/her favour out of the candidates to be elected;
- (2) require the question posed to obtain a majority vote in its favour to pass a referendum. Each voter, as an indication of his/her preference, will use a 'yes';
- (3) require a 'yes' to be used by each voter as an indication of his/her preference in cases where only one candidate is running for a position;
- (4) requires a distinct indication of voting preference; and
- (5) in cases where there are two (2) positions available, voters will be allowed to vote for a maximum of two (2) distinct candidates. The candidate with the most votes and the runner-up will be selected for the positions.

13.13 Appeals and Recount. Appeals and a recount will:

- (1) outline the reasons of appeal in the form of a letter;

- (2) only be accepted in writing to the CEO or the membership of the Elections Sub-Committee within forty-eight hours of the CEO's and AEO's announcement of his/her decision in regards to the general election and/or a referendum;
- (3) upon receiving an appeal, require the Elections Sub-Committee will be empowered to uphold, retract, or alter the decision in question, in accordance with the Terms of Reference;
- (4) make the decisions of the Election final;
- (5) require Elections Sub-Committee to recount the ballots;
- (6) allow any candidate to request re-tabulation of votes or, in the case of a referendum, by any student;
- (7) grant recount requests made in accordance with Article 13.13.1, Article 13.13.2 and Article 14.13.6; and
- (8) conduct a recount with new parties thus eliminating individuals involved in the original recount being the CEO, the AEO, members of the Elections Sub-Committee and any scruteneers.

Article 14 Referendum

14.1 Referendum Initiation. A referendum initiation will:

- (1) only be initiated through a motion or petition presented to the Association, as explained in the Terms of Reference;
- (2) be motioned to forward a question to the Guelph-Humber student body through:
 - a. an official meeting of the GHSA by any member of the Association; or
 - b. a petition signed by five per cent of the University of Guelph-Humber student body; and
- (3) include the proposed referendum question in the motion or petition.

14.2 Debate and Ratification of Referendum Question(s). Debate and ratification of referendum question(s) will:

- (1) Be after a motion or petition to initiate a referendum is presented, require the mover and seconder, or the petitioner, to have the opportunity to explain their motivation for initiating the referendum;

- (2) debate the motion after the mover and seconder, or the petitioner, has had the opportunity to explain their motivation for initiating the referendum; and
- (3) require a vote of the Association, to determine the acceptance or rejection of the motion after debate of the motion has concluded in accordance with Article 11.2 and Article 11.3.

Article 15 Bi-Elections

15.1 Purpose. A bi-election is:

- (1) to be held in the case of:
 - a. a member's resignation;
 - b. removal of a member from office; or
 - c. no member was elected for a specific position in the election immediately prior to the bi- election;
- (2) The Association's right to select a new member based on a school wide bi-election following the steps in accordance with Article 13, or by a majority vote of the Association, during an official meeting;
- (3) done in order to fill all the positions that were not filled during the general election; and
- (4) to be finished within the first two months of the school year and for any purpose will not be held after the fall semester

15.2 Chief Electoral Officer. Refer to Article 12.1.

15.3 Assistant Electoral Officer. Refer to Article 12.2.

15.4 "Qualifications of Candidates" and Nominations. Refer to Article 13.5. and 13.6.

15.5 Nomination Period. Refer to Article 13.1.

15.6 Certification Period. Refer to Article 13.2.

15.7 Campaigning Period. Refer to Article 13.3.

15.8 Balloting Period. Refer to Article 13.4.

15.9 Campaigning. Refer to Article 13.7.

15.10 Presentation of Candidates at Official Meeting. The presentation of candidates at an official meeting will be based on a majority vote of the Elected members of the Association and will:

- (1) be held in an open session at an official meeting;
- (2) be addressed to the Association for no more than five minutes before voting begins;
and
- (3) be questioned by the Association before voting occurs.

15.11 Balloting. Balloting will:

- (1) be cast by secret ballots;
- (2) will be collected by the CEO and the AEO;
- (3) will follow Article 13.8 if a school wide vote is decided upon by the Association; and
- (4) occur at an official GHSA meeting in a closed session if a vote within the Association is decided up by the Association.

15.12 Quorum and Qualifications of Voters. If a vote is:

- (1) within the GHSA, it must be at an official meeting and the GHSA; and
- (2) if a school wide vote, decided upon by the Association, it must follow Article 13.9 and Article 13.10.

15.13 Tabulation of Votes and Counting of Ballots. Refer to Article 14.11.1.

15.14 Vote Requirement of Bi-Elections. Refer to Article 13.12.

15.15 Appeals and Recount. Refer to Article 13.13.

Article 16 Referendum

16.1 Referendum Initiation. Refer to Article 14.1.

16.2 Debate and Ratification of Referendum Question(s). Refer to Article 14.2.

LEAVING THE ORGANIZATION

Article 17 Leave of Absence

17.1 Leave of Absence Reason. A member of the GHSA may request a leave of absence for the following reasons:

- a. religious;
- b. scholastic;
- c. personal;
- d. traumatic;
- e. health; or
- f. reasons justified and accepted by the Association.

17.2 Acceptance of the Leave of Absence. A member's leave of absence may be accepted if:

- (1) the member presents the reason for the leave of absence and the estimated time of the leave, as soon as possible to the President of the GHSA;
- (2) if the member is unable to return to their regular duties within the estimated time, the GHSA may choose to take appropriate action, including but not limited to requesting further explanation, extending the leave of absence or dismissal from office in accordance with Article 19; and
- (3) Distribution of Duties: it is the elected GHSA Member's responsibility to have their daily tasks distributed to other members of the Association before leave is taken.

Article 18 Resignation

18.1 Resignation Letter and Date of Effect. If a member chooses to resign he/she will:

- (1) present a Letter of Resignation to the entire GHSA specifying the:
 - a. date at which the resignation will take effect; and
 - b. details of the resignation;

- (2) present the Letter of Resignation to the Executive at least two weeks prior to the date of resignation;
- (3) return all GHSA property and monies; and
- (4) provide an updated transitional report before the date of resignation.

18.2 Acknowledgement of Resignation. After receiving the Letter of Resignation:

- (1) the President, or in the case of the President's resignation the Vice President of Operations, will forward the Letter of Resignation to the Association to motion the acknowledgement the resignation;

18.3 Bi-Elections After a Resignation. A bi-election after a resignation will:

- (1) fill a position left vacant as a result of a resignation in accordance with Article 15; and
- (2) be optional, at the discretion of the GHSA, if more than two thirds of the term in the office has already passed.

18.4 Distribution of Duties After Resignation: The distribution of duties after a resignation will:

- (1) if this is to occur after bi-elections it is the member's responsibilities to have their daily responsibilities distributed to other members of council.

Article 19 Dismissal from Office

19.1 Grounds for Dismissal. A member of the Association may warrant dismissal for committing one of the following acts:

- (1)
 - a. failing to uphold the Terms of Reference;
 - b. failing to perform his/her duties;
 - c. financial wrong-doing;
 - d. making slanderous, threatening or harassing remarks toward any persons;
 - e. consistently failing to attend meetings of the Association without notice or cause;

- f. missing three or more meetings in accordance with Article 11;
- g. a breach of leave of absence contract;
- h. violating University of Guelph-Humber policies; and
- i. violating Humber Students' Federation policies.

(2) prior to Motion of Dismissal a mediation meeting that is set up by the staff advisor must be held to discuss the reason for the dismissal.

19.2 Motion for Dismissal. A motion for dismissal of a member of the Association will:

- (1) only be initiated by a formal motion presented at an official meeting with the member who is named in the motion referred to as the 'primary' subject;
- (2) outline the complaints that warrant the primary subject's removal from office;
- (3) follow after a notice of a motion for dismissal is presented to the Association at an official meeting and to the primary subject at least seven days before the meeting at which the motion will arise. A notice of motion will include the motion to be proposed, in accordance with Article 18.2.1;
- (4) require an elected member of the Association to be present to make a motion or a petition, signed by a minimum of two per cent of the students enrolled in full-time programs at the University of Guelph-Humber to make a motion against any elected member of the GHSA;

19.3 Conduct of Debate of Motion for Dismissal. Conduct of debate of motions for dismissal will require the following:

- (1) the chair of a meeting at which a motion for dismissal is presented may not be:
 - a. the primary subject of the motion;
 - b. the mover of the motion;
 - c. the seconder of the motion; or
 - d. a witness of the motion;
- (2) the mover and seconder will have an opportunity to present evidence and witnesses to justify their motion immediately after the motion is read;

- (3) the primary subject will have the opportunity to question the mover and seconder, and their witnesses (if applicable), in that order, after the mover and seconder's presentation;
- (4) the Association may pose their own questions to the mover, the seconder and witnesses when the primary subject has had that opportunity to make their presentation;
- (5) the primary subject will have an opportunity to respond to the complaints listed in the motion, and to present his/her own evidence and witnesses;
- (6) the mover and the seconder will have the opportunity to question the primary subject and his/her witnesses, in that order, after his/her response;
- (7) a debate of the motion for dismissal will ensue after the primary subject has presented his/her case, and there are no other questions of him/her;
- (8) the mover, seconder, and primary subject will lose speaking rights during the debate of the motion for dismissal; and
- (9) all present members of the Association will vote by secret ballot, to determine the acceptance or rejection of a motion for dismissal after debate of the motion has concluded in accordance with Article 11.2.

AMENDMENTS

Article 20 Amendments to the Terms of Reference

20.1 Motion. A motion to amend the Terms of Reference will:

- (1) be presented by the chair person of the TOR review committee at an official meeting of the Association;
- (2) be in the form of a notice of a motion or petition to amend the Terms of Reference will be presented at an official GHSA meeting seven days before the motion or petition will arise and will include the actual motion or petition to be presented;
- (3) be proposed by:
 - (a) any member of the Association; or
 - (b) petition signed by two per cent of the University of Guelph-Humber student body;
and

- (4) include the section(s) that will be affected by the amendment, and the changes proposed.

20.2 Debate and Ratification. A debate and ratification will:

- (1) require the mover and seconder, or the petitioner, to explain all proposed changes after a motion or petition to amend the Terms of Reference is presented;
- (2) debate the motion to amend the Terms of Reference after the mover and seconder, or the petitioner, have explained all proposed changes; and
- (3) determine the acceptance or rejection of the motion or petition to amend the Terms of Reference after debate of the motion has concluded with a vote by the Association in accordance with Article 11.2 and Article 11.3.

20.3 Ratification of Terms of Reference of the Guelph-Humber Student Association. The Terms of Reference of the Association will:

- (1) be approved by a two-thirds majority vote of the Association, then brought to the student body at a general meeting for final ratification no later than October 31st of semester one of each year; and
- (2) if necessary, be ratified by a two-thirds majority vote of the Association no later than February 15 of semester two of each year.

APPENDIX A

Memorandum of Understanding

The agreement is made between the Humber Students' Federation (HSF) and the student association herein referred to as the Guelph-Humber Student Association (GHSA).

Whereas, The Humber Students' Federation (HSF) is recognized as the student government on campus responsible for:

- Representation of, and advocacy for all students on a broad range of issues,
- Representation of all students on the setting of compulsory fees through the fee setting process with Humber College's Board of Governors,
- Services to all students including, but not limited to,
 - Health Services
 - Dental Plan Administration
 - Peer Tutoring
 - SAAC Net Labs
 - Student Appreciation Banquet

Games Room
Legal Advice
Student art Show,

- Promoting overall student participation and awareness, and
- Protecting the quality of education and student life of all students.

Guelph-Humber students are fully empowered members of the HSF.

HSF is committed to Guelph-Humber students having the same opportunity as other campus students to access its student governance processes, campus services and all other facets of its operation.

HSF recognizes and supports the legitimate status of Guelph-Humber students as a "community within a community" and will support the responsibilities and goals of the GHSA in this regard as they are described later in this document.

Both HSF and the GHSA are committed to promoting community building across all student groups on campus and will work co-operatively to further the goal of successful integration of the entire student community on campus. In support of this goal, and in recognition of the fact that the funding provided to GHSA, as per this agreement, is in support of event planning, the GHSA commits to adopting an inclusionary approach to its event planning, and to strong communications links with the HSF to avoid duplication of events. This process will be facilitated by communication between the Programming Director of HSF and the appropriate event or activity coordinator from GHSA, as identified by GHSA.

The GHSA recognizes and supports the overarching role of HSF and its overall governance role as it is described above, and will strive to support this role in its communications with Guelph-Humber students.

Whereas, the HSF recognizes and supports the following role of the GHSA:

- To support and foster the community of Guelph-Humber students within the overall student community on campus,
- To raise, discuss, and act upon issues of concern to Guelph-Humber students,
- To create and/or take part in academic or social events that facilitate learning and promote the betterment of student life,
- To represent University of Guelph-Humber undergraduates to the University administration and surrounding Guelph-Humber community,
- Representation of Guelph-Humber students on the Senate of the University of Guelph,
- The HSF, as per an agreement to be developed between the GHSA and the HSF, will appoint a student from the University of Guelph-Humber to one of the three Academic Council seats entitled to the HSF,
- To plan events for Guelph-Humber students in order to foster a sense of community, and
- To assist in enriching student life across the larger campus community via support for, and participation in, other group activities and events.

In order to support the work of the GHSA as described and agreed to above, HSF will provide the following to the GHSA:

- Annual funding based on the following formula:

Annual funding in \$'s = \$8.00 x Total number of students registered in a full-time programme at the University of Guelph-Humber as of the last day of September each year.

Such funding will be made available on the following schedule:

- ❖ 50% of previous years total amount available to the GHSA by August 1st at the latest, and
- ❖ The balance, based on the September full-time registration, made available as of October 31st.

Financial management services will be provided to GHSA by HSF. The GHSA will provide a budget code framework (properly approved budget) for this purpose. Further to this provision:

- Office space in the Guelph-Humber building which HSF will fund as per an agreement to be developed between HSF, Humber College and the

Administration of Guelph-Humber. HSF commits to a consultative process with the GHSA in the formulation of this agreement and to ensuring that the GHSA has dedicated space for its operations (including signage space, hours of operation, etc.) within this space once it has been negotiated with the Administrators of Humber and Guelph-Humber.

- Such support services as it can provide to further the understandings and commitments as outlined in this agreement.

It is agreed by both parties that the GHSA annual funding terms detailed within this memorandum will be reviewed, and if necessary when the student activity fee determined by the HSF increases by twenty-five percent (25%) or more of this agreement and forward, during any period of time.

Both parties commit to the attached "Schedule A: Dispute Resolution" when issues that are considered unresolved/irresolvable arise.

Signed:

Jennifer Green,
President
Humber Students' Federation

James Galloway,
President
Guelph-Humber Student Association

Date: _____

Date: _____

Witness: _____

Witness: _____

APPENDIX B

Schedule "A"

DISPUTE RESOLUTION

1. **DISPUTE.** Any dispute, controversy or claim arising out of or in connection with this agreement (a Dispute) shall be dealt with in accordance with this Schedule.
2. **MEETING TO NEGOTIATE RESOLUTION.** A meeting shall be held between HSF and the GHSA (the Parties) promptly after a Dispute has arisen. The meeting will be attended by representatives of the Parties with decision making authority to settle the Dispute. At the meeting, the Parties will attempt in good faith to negotiate a resolution of the Dispute.
3. **MEDIATION.**
 - (a) **Dispute Submitted to Mediation.** If, within 30 days after a Dispute has arisen (the Negotiation Period), the Parties have not succeeded in negotiating a resolution of the Dispute, the Dispute shall be submitted to mediation.
 - (b) **Appointment of Mediator.** If the Dispute is submitted to mediation, the Parties will jointly appoint a mutually acceptable mediator. If the Parties have been unable to agree upon the appointment of a mediator within 20 days from the conclusion of the Negotiation Period, then the mediator will be selected with the assistance of the Arbitration and Mediation Institute of Ontario Inc.
 - (c) **Participation in Mediation.** The Parties agree to participate in good faith in the mediation and related negotiations for a period of 30 days. The Parties may enter into an agreement prior to the mediation to set out the procedures to be used during the mediation.
 - (d) **Costs of Mediation.** The Parties will bear equally the costs of the mediation.
 - (e) **Confidentiality.** The Parties will not call the mediator as a witness for any purpose in any proceeding nor will they seek access to any documents prepared for or delivered to the mediator in connection with the mediation or any records or notes of the mediator. Documents produced in the mediation which are not otherwise discoverable and statements made in connection with the mediation shall not be subject to disclosure through discovery or admissible in evidence in any proceeding.
4. **ARBITRATION IF MEDIATION UNSUCCESSFUL.** If the Parties are not successful in resolving the Dispute through the mediation within 90 days of the end of the Negotiation Period, then the Dispute shall be settled by arbitration in accordance with the statute governing arbitrations then in force in the Province of

Ontario (the Arbitration Act) and, except where inconsistent with this part, the Rules of Procedure of the Arbitration and Mediation Institute of Ontario Inc.

The Parties will jointly appoint a mutually acceptable arbitrator. If the Parties have been unable to agree upon the appointment of an arbitrator within 110 days of the end of the Negotiation Period, then each Party shall appoint an arbitrator (Party-Appointed Arbitrator) and such Party-Appointed Arbitrators shall appoint a neutral arbitrator within a specified period of time to act as the arbitrator of the Dispute.

If the arbitrator fails to render a decision within 30 days following the final hearing of the arbitration, any Party to the arbitration may terminate the appointment of the arbitrator and a new arbitrator shall be appointed in accordance with these provisions.

Any award or decision made by an arbitrator appointed under this Schedule is final and binding upon the Parties and may be enforced in the same manner as a judgment or order to the same effect pursuant to the Arbitration Act, and no appeal shall lie from such award or decision.

5. **CONSENSUS.** Any consensus arising from the processes described above shall be reduced to writing as an addendum to the agreement to which this Schedule is attached.

APPENDIX C

Schedule “B”

Amendments to the Memorandum of Understanding — November 2005

1. **PREAMBLE:** The following schedule represents additions and clarifications to the existing Memorandum of Understanding between the HSF and the GHSA, as agreed by both parties and bound by the attached signatures at the end of this schedule.
2. **OFFICE SPACE:** An agreement regarding office space in the Guelph-Humber building will be developed so that the GHSA can have a dedicated meeting space and the HSF can develop an operating presence in the Guelph-Humber building. Support services for this space will be the responsibility of the HSF and come in the form of: telephone support, network connectivity, and furnishings as specified by the HSF. The GHSA will have the responsibility for maintaining the space in excellent working condition and in an appropriate state of repair at all times, displaying the appropriate HSF corporate branding and informational items, as well as supporting the mandate and operations of HSF in this area, as HSF sees fit.
3. **GHSA on HSF Board of Directors:** The seat on the HSF board of directors allocated to the students of Guelph-Humber will be filled by the elected or appointed President of the GHSA. In the event that the President of the GHSA is not able to fulfill their obligations, or cannot attend the regularly scheduled meetings of the HSF board, then the GHSA President can appoint a designate, at their discretion, that will fill this seat. The replacement of the Guelph-Humber seat on the HSF board is subject to a majority vote by the HSF board.
4. **Academic Council:** In the instance when a Guelph-Humber student is elected the Vice President Administration (north) of the HSF, the seat on Academic Council extended to represent Guelph-Humber students will be filled by that individual. In instances when a Guelph-Humber student is not elected to the position of Vice President Administration (north) within the HSF, the seat on Academic Council will be filled by the GHSA Vice President Academic. Furthermore, in instances when the Vice President Administration (north) of HSF is a Guelph-Humber student, that individual will have regular informational meetings with the GHSA Vice President Academic, as mutually scheduled and agreed to. Should the position not be filled, another member of the GHSA Executive shall assume those responsibilities until a bi-election can take place.
5. **Student Clubs & Associations:** The GHSA will have no jurisdiction over the creation, financial support, or operational mandates of student clubs and associations within the Humber community. This will be the responsibility of the HSF through the recognized campus club and association process. However, the GHSA does have school specific funding, granted by the HSF, at its disposal.

6. **Advocacy Group Membership:** GHSA will not seek membership, join, or participate in any external advocacy or membership group without the prior written consent of the HSF Executive Committee, as demonstrated through a majority vote of the executive committee of the HSF (3 of 5 votes).

7. **Fiscal Operating Year & Student Enrolment Audit:** The HSF and the GHSA will cooperate to establish a year end and student enrolment audit system that ensures the following objectives are achieved:
 - GHSA will be able to receive funding throughout any fiscal year
 - GHSA fiscal year will coincide with the fiscal year of the HSF (April —March) and that the budget framework of the GHSA will match this fiscal year alignment
 - The administration of Guelph-Humber will provide to the HSF a full time enrolment number, as of January's last day for withdrawal without financial penalty, for assessing the funding provided to HSF from Guelph-Humber and therein the funding to be provided to GHSA from HSF. The funding provided to GHSA will be comprised of 50% from the current year's full time enrolment and 50% being comprised of the previous year's full time enrolment, as captured during the January enrolment audit.

Signed:

Cynthia Malagerio,
President
Humber Student's Federation

Stacey Cassell,
President
Guelph-Humber Student Assc.

Date: _____

Date: _____

Witness: _____

Witness: _____

APPENDIX D

Schedule "C"

Amendments to the Memorandum of Understanding — March 2007

1. **PREAMBLE:** The following schedule represents additions and clarifications to the existing Memorandum or Understanding between the HSF and the GHSA, as agreed by both parties and bound by the attached signatures at the end of this schedule.
2. **HSF AND GHSA EXECUTIVES:** Both parties will support and uphold a mutual understanding regarding an exclusivity provision relating to elected student representation on HSF and GHSA Executive Committees. This provision, intended to ensure full commitment and dedication by any Executive to their respective constituency, prohibits a student from seeking or holding a position on both Executives simultaneously.
3. **OFFICE SPACE:** Further to Schedule "B" relating to Office Space, the space entitlement within the Guelph-Humber building relating to HSF and GHSA operations will be captured in the Facilities Agreement between the HSF, GHSA and University of Guelph-Humber, in force and effect and adjusted as required from time to time. As such, the HSF agrees to support the space indicated in the Facilities Agreement with the following terms (see attached GHSA office budget):
 - **Telephone Support:** The HSF will provide three (3) functional handset systems for use in this space. One (1) handset will be used at the reception space, one (1) will be used in the President's office and one (1) other will be used within the office common space. Handsets intended for personal office use within this office space will be at the expense of the GHSA. All service related charges, including all long distance charges will be at the expense of the GHSA.
 - **Network Connectivity:** Due to the extensive costs associated with connecting this office space to the HSF network, this office space will rely upon the existing network connections. Existing network ports are installed throughout the room and will be used by the GHSA for legitimate business purposes, consistent with HSF Policy 10 — IT and Web Security. This office space will be provided with two (2) workstations consistent with HSF workstation standards that would be connected to two (2) dedicated network ports, assigned as: one (1) workstation at the reception space and one (1) workstation within the office common space. In addition, one (1) portable laptop, also consistent with HSF standards, will be provided for specific use of the GHSA President. In this regard, the HSF agrees to donate a printer and a portable laptop to the GHSA to fulfill this requirement. Network connectivity and additional workstations

intended for use within common or personal office space with this general office space will be at the expense of the GHSA. Future upgrades and enhancements to workstations, network connectivity and/or computing devices will be at the expense of the GHSA. The HSF agrees to review with the GHSA conditions pertaining to any future network or IT upgrades.

- **Cleaning Services:** At the time of this agreement, the Facilities Department of the University of Guelph-Humber has accepted responsibility for all cleaning services associated with this designated space.
- **Office Furnishings:** The HSF will outfit this office space with the required office furnishings to support operational success. Such furnishings will include: one (1) reception worksurface, one (1) worksurface in the President's office, three (3) common space worksurfaces, two (2) storage towers, and three (3) filing cabinets consistent with the standardized decor of the University of Guelph-Humber. Additional office furnishings past this initial installation will be at the expense of the GHSA.
- **Hours of Operation:** This office space will operate on a schedule that is deemed suitable and acceptable to the HSF. At a minimum, this office space should operate between the hours of 9:00 a.m. and 4:00 p.m., from Monday to Friday during the fall and winter semesters. The HSF agrees to train and provide a front desk Customer Service Representative in order to ensure the consistent delivery of HSF services. Any additional staff will be the responsibility of the GHSA to recruit, train and compensate at this office location.
- **Limitations on Services:** This office space is intended to serve the following purposes: 1) meeting and operational space for GHSA relating to GHSA sanctioned initiatives, events and activities consistent with the original memorandum of understanding and attached schedules; 2) support and promotion of HSF services and related offerings as determined by HSF; and 3) HSF associated campus club and association meeting purposes. Any use of this office space outside these three (3) specific criteria constitutes an operation outside the intended purpose of this office space. In such an instance, access to this office space will be restricted until such time that the intended services for this office space are restored and followed to the satisfaction of HSF-GHSA Advisory Committee (see below).

Further to the terms outlined above, the GHSA will ensure that this office space is operated appropriately at all times. In an instance where this office space is reported to and confirmed by the HSF, to be operating in a negative or

inappropriate manner, access to the office space will be restricted by the HSF for a period of time until which proper measures are implemented to ensure professional services are being extended to students and that this office space is being utilized properly by the GHSA. A HSF-GHSA Advisory Committee will be created in order to resolve any disputes over the use of this office space. This Committee should include a maximum of two (2) representatives from the HSF, and two (2) representatives from the GHSA as well as a representative from the University of Guelph-Humber administration.

The GHSA has the responsibility to maintain this office space in proper appearance and working order at all times. Furthermore, the GHSA must display the appropriate HSF corporate branding and professionally support the services extended to students on behalf of the HSF at all times in this office space. Failure to comply in this regard will result in access to this office space being restricted by the HSF until such time that these services and corporate branding displays are ensured to be delivered and displayed appropriately.

- 4. Fiscal Operations:** In an effort to have operational consistency, the GHSA, which currently has an April 30th fiscal year end calendar, will investigate the timeline required to align its fiscal year end with that of the HSF, which is March 31st. Therefore, the GHSA fiscal year will coincide with the fiscal year of the HSF (April - March) and that the budget framework of the GHSA will match this fiscal year alignment. The GHSA will be prepared for this alignment by the 2008/2009 fiscal year.

Signed:

Cynthia Malagerio,
President
Humber Student's Federation

Date: _____

Stacey Cassell,
President
Guelph-Humber Student Assc.

Date: _____

Witness: _____

Witness: _____

Date: _____

APPENDIX E

GHSA Office Budget

APPENDIX F

HSF Constitution, Student Representative

Revised by the membership on April 19, 2006

THE HUMBER STUDENTS' FEDERATION STUDENT REPRESENTATIVE

Article 8 Goals and Duties of Student Representatives

8.1 **Goals and Duties.** The goals and duties of Student Representatives are:

- (1) to actively communicate and advocate concerns of students within a Representatives' program of study to their respective school Director and to inform the Representatives' constituents of HSF initiatives and endeavours for informational purposes;
- (2) to provide representation for the HSF at the program level, helping to improve the accessibility of the student government for students;
- (3) to stay informed as to the various broad initiatives of the HSF, the events and activities the HSF sponsors and the general services the HSF offers to students; and
- (4) to be respectful and responsible to all Members.

Article 9 Rights and Responsibilities of Student Representatives

9.1 **Rights and Responsibilities.** The rights and responsibilities of Student Representatives are:

- (1) to attend meetings scheduled by the HSF Director of the school in which they are an elected or appointed Student Representative;
- (2) to attend the HSF Bi-Annual General Meeting and to encourage other students within a Representatives' program to attend this meeting;
- (3) to promote the activities and services of the HSF to the students within a Representatives program and to the inquiring students of the college;
- (4) to endeavour to explain the Constitution and Policy and Procedures Manual to the Members of the academic program to which the Representative has been elected when applicable;

- (5) to refrain from acting on behalf of HSF on matters pertaining to administrative duties, management decisions and general operating procedures unless previously authorized by the Executive Committee, the Board of Directors or the Executive Director; and
- (6) to be accessible and approachable to all the students of the college, specifically, to the students within a Representatives particular program of study.

Article 10 Election of Student Representatives

10.1 **Elections.** The elections for Student Representative will be conducted by:

- (1) any eligible Member interested from any full time program of study within any recognized school of Humber Institute of Technology and Advanced Learning submitting a Representative nomination package to their respective campus HSF office;
- (2) the processes further outlined in Policy 5 – HSF Elections and Appeals and Policy 12 – Online Voting System (OVS).

Article 11 Term of Office of Student Representatives

11.1 **Term.** The term of office for all Student Representatives shall be from the later of May 1 or the date of election or acclimation through to April 30 of the following calendar year.

11.2 **Maximum Term.** The maximum term of office for all Student Representatives shall be three (3) years.

Article 12 Student Representatives' Elected as Directors

12.1 **Director Elections.** Director elections will be conducted by:

- (1) at the HSF scheduled orientation meeting for elected or appointed Student Representatives, a Director will be elected or acclaimed for each school. This process will be done by nominations of Representatives. A Representative cannot nominate themselves for school Director; the nomination must come from another Representative within the same school. The nominated Representative must accept the nomination verbally. If only one Representative is nominated, that individual will be acclaimed as school Director. Should more than one nomination be forwarded for school Director, each nominee will have a five (5) minute period to address the assembled Representatives regarding their candidacy for school Director. After each nominee has spoken, a school Director will be elected by secret ballot. Each school will be permitted one (1) Director; and

(2) the process further outlined in Policy 5 – HSF Elections and Appeals.

Article 13 Eligibility, Removal and Effects of Removal of Student Representatives

13.1 **Eligibility – Student Representatives.** Each Student Representative throughout his/her term of office must:

- (1) be a Full Time Member;
- (2) maintain at least a sixty-five per cent (65%) grade point average per Semester as indicated on the most recent full time academic grade report issued to him/her by the College;
- (3) not have more than two (2) courses in which grades are not entered on the end of Semester academic grade report. Those individuals that do have un-entered grades will be re-evaluated no later than 2 months after the initial eligibility review;
- (4) be enrolled in the academic program he/she represents;
- (5) not be an undischarged bankrupt or mentally incompetent;
- (6) not be convicted of a criminal offence related to the affairs of HSF; and
- (7) except in relation to HSF organizations or HSF sanctioned organizations, not be a member, or hold a position on the board of directors, of any other student association or student advocacy group.

APPENDIX G

HSF Constitution, Board of Directors

Revised by the membership on April 19, 2006

THE HUMBER STUDENTS' FEDERATION BOARD OF DIRECTORS

Article 14 Goals and Duties of the Board of Directors

14.1 **Goals and Duties.** The goals and duties of the Board of Directors are:

- (1) to safeguard and promote the welfare and interests of the Members, whether intellectual, cultural, social, recreational or otherwise in accordance with the Constitution and the Policy and Procedure Manual, regardless of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, handicap, age, marital status, family status, the receipt of public assistance or the record of offences, as defined in the Ontario *Human Rights Code*;
 - (2) to encourage, initiate and direct activities, clubs and associations in which interests of the Members are served;
 - (3) to maintain communications with the student body, faculty, administrators and staff of the College;
 - (4) to represent Members in matters affecting their common interests;
 - (5) to encourage and promote cooperation and communications between the Schools and the campuses of the College;
 - (6) to suggest Policy and Procedure according to the spirit and direction set down by the Constitution;
 - (7) to be responsible to all Members;
 - (8) to follow commonly accepted guidelines, Policy and Procedure in the areas of finance and human resources and to conform with guidelines, Policy and Procedure of HSF; and
- (10) to coordinate Student Representative meetings for their respective school that are to be held a minimum of twice per term.

Article 15 Rights and Responsibilities of Directors
--

15.1 **Rights and Responsibilities.** The rights and responsibilities of the Directors are:

- (1) to attend all meetings of the Board of Directors;
- (2) to hold one (1) vote per Director at all meetings of the Board of Directors;
- (3) to serve on committees as established by the Constitution, the Policy and Procedure Manual or otherwise;
- (4) to act as a spokesperson and to represent views and issues on behalf of the student representatives, which elected or appointed him/her to the Board of Directors;
- (5) to endeavour to explain the Constitution and Policy and Procedure to the student representatives who elected or appointed him/her;
- (6) to explain and provide information with respect to HSF events, activities, services and programs to all students of the College;
- (7) to refrain from acting on behalf of the HSF on matters pertaining to administrative duties;
- (8) to ensure that the financial decisions of the Board of Directors are appropriately aligned with the goals and mission of HSF;
- (10) to protection and indemnity in accordance with Articles 25 and 26; and
- (11) to facilitate communication with the HSF Executive regarding expenditures against the one thousand dollar (\$1000.00) budget each school is assigned for school related initiatives. Expenditures from this budget are intended to benefit the broad student interests of the respective school the Director represents. Program Representatives and the school Director must discuss potential budget expenditures and then forward requests to the HSF Executive, via the school Director. Any requests for expenditures are subject to HSF Executive approval. A Director has the responsibility to plan accordingly so that requests for expenditures are received in a timely manner to allow the Executives the time to review requests at their scheduled Executive Committee meetings. No special meeting of the Executive Committee can be called to address concerns related to school expenditure requests.

Article 16 Composition of the Board of Directors

16.1 **Composition.** The Board of Directors shall be comprised of:

- (1) the President;
- (2) the Vice President Administration (North Campus);
- (3) the Vice President Administration (Lakeshore Campus);
- (4) the Vice President Campus Life (North Campus);
- (5) the Vice President Campus Life (Lakeshore Campus); and
- (6) one (1) Director per academic school that is elected or acclaimed by each schools Student Representatives (as outlined in Policy 5 – HSF Elections and Appeals).

16.2 In the event that a Director referred to in Article 16.1(6) vacates his/her seat:

- (1) prior to the close of nominations of the Fall By-election, the seat shall be filled through the Student Representative by-election process;
- (2) after the close of nominations of the Fall By-election, the seat shall be filled by the pool of Student Representatives from that particular school where the Director has vacated their responsibilities. This seat(s) are subject to a majority vote of the current Board of Directors.

Article 17 Term of Office of Directors
--

- 17.1 **Term.** The term of office for all Directors shall be from the later of May 1st or the date of election, acclamation or appointment through April 30th of the following year.
- 17.2 **Maximum Term – Vice Presidents.** A Vice President Administration and Vice President Campus Life may be re-elected at the end of his/her first or second term but may not serve for more than three (3) terms in such capacity or on the Executive Committee.
- 17.3 **Maximum Term - President.** A President may be re-elected at the end of his/her first term for one (1) additional term but may not serve as President for more than two (2) terms, and may not serve for more than three (3) terms on the Executive Committee.

Article 18 Eligibility, Removal and Effects of Removal of Directors

- 18.1 **Eligibility - President.** The President of HSF must, throughout his/her term of office:
- (2) be a student enrolled at the College;
 - (3) pay the full Student Activity Fee;

- (4) maintain at least a sixty-five per cent (65%) grade point average per Semester as indicated on the most recent academic grade report issued to him/her by the College;
- (5) be registered as a student in at least six (6) credit hours of courses in a post-secondary program of two (2) or more semesters in length at the College or registration in a post-diploma program (immediately subsequent to graduation from a post-secondary program) of two (2) or more semesters in length at the College;
- (6) be eighteen (18) or more years of age;
- (7) not be an undischarged bankrupt or mentally incompetent;
- (8) not be convicted of a criminal offence related to the affairs of HSF;
- (9) except in relation to HSF organizations or HSF sanctioned organizations, not be a member, or hold a position on the board of directors, of any other student association or student advocacy group; and
- (10) adhere to Policy 17 – Director Loyalty and Commitment set out in the Policy and Procedure Manual, from time to time in force and effect.

18.2 **Eligibility - Executives.** Each Executive, other than the President, must, throughout his/her term of office:

- (1) be a Full Time Member;
- (2) maintain at least a sixty-five per cent (65%) grade point average per Semester as indicated on the most recent full time academic grade report issued to him/her by the College;
- (3) not have more than two (2) courses in which grades are not entered on the end of Semester academic grade report. Those individuals that do have un-entered grades will be re-evaluated no later than 2 months after the initial eligibility review;
- (4) be eighteen (18) or more years of age;
- (5) not be an undischarged bankrupt or mentally incompetent;
- (6) not be convicted of a criminal offence related to the affairs of HSF;
- (7) except in relation to HSF organizations or HSF sanctioned organizations, not be a member, or hold a position on the board of directors, of any other student association or student advocacy group; and
- (8) adhere to Policy 17 – Director Loyalty and Commitment set out in the Policy and Procedure Manual, from time to time in force and effect.

- 18.3 **Eligibility - Directors.** Each Director, other than the President and the other Executives, must, throughout his/her term of office:
- (1) be a Full Time Member;
 - (2) maintain at least a sixty-five per cent (65%) grade point average per Semester as indicated on the most recent full time academic grade report issued to him/her by the College;
 - (3) not have more than two (2) courses in which grades are not entered on the end of Semester academic grade report. Those individuals that do have un-entered grades will be re-evaluated no later than 2 months after the initial eligibility review;
 - (4) be enrolled in the School he/she represents;
 - (5) be eighteen (18) or more years of age;
 - (6) not be an undischarged bankrupt or mentally incompetent;
 - (7) not be convicted of a criminal offence related to the affairs of HSF;
 - (8) except in relation to HSF organizations or HSF sanctioned organizations, not be a member, or hold a position on the board of directors, of any other student association or student advocacy group; and
 - (9) adhere to Policy 17 – Director Loyalty and Commitment set out in the Policy and Procedure Manual, from time to time in force and effect.
- 18.4 **Ineligibility.** A Member who is under suspension by the Board of Directors, in accordance with the Policies and Procedure Manual, or whose eligibility rights have been affected by removal from the Board of Directors, in accordance with this Article 18, may not run in any election until the suspension or removal has expired.
- 18.5 **Campus Transfer.** A Full Time Member at one Campus who transfers into a program of study at the other Campus of the College may run in the elections to elect Directors at the Campus of the College that the Member has transferred to, provided that he/she meets the eligibility requirements for Directors as set out in Article 18.1, 18.2 or 18.3.
- 18.6 **Immigration Status.** Employment Authorization or Immigration status does not bar a Full Time Member from running in any election for a position on the Board of Directors.
- 18.7 **Fulfilment of Duties.** All Directors including those who participate in a co-op or work placement of the College are required to fulfill their duties as Directors, failing which a Director is subject to removal in accordance with this Article 18.
- 18.8 **Automatic Removal.** Any Director shall automatically cease to be a Director if:

- (1) the Director ceases to satisfy the eligibility criteria set out in Article 18.1, 18.2 or 18.3; or
- (2) the Director is suspended or expelled by the College.

18.9 **Removal by Board of Directors.** Reasons for the removal of any Director in accordance with Article 18.9 include, but are not limited to:

- (1) excessive unexcused absences by the Director from meetings of the Board of Directors, as defined in Articles 18.11;
- (2) contravention of the Policy and Procedure Manual;
- (3) participation in a co-op or work placement of the College which interferes with his/her duties as a Director; or
- (4) contravention of signing authority as per Article 42.

18.10 **Removal Procedure.** Upon recommendation by the Governance Review Committee and a resolution passed by a Majority Vote of the Board of Directors where at least three-fourths (3/4) of the Directors are present, any Director can be removed as a Director before the expiry of his/her term of office.

18.11 **Absence From Meetings.** Excessive absence from meetings of the Board of Directors is defined as absence without acceptable excuse (as defined in Article 18.12) from three (3) consecutive regularly scheduled meetings of the Board of Directors or a total of five (5) regularly scheduled meetings of the Board of Directors during the term of office as a Director. The Attendance Sheet referred to in Article 19.10 shall determine absences.

18.12 **Acceptable Excuse.** Acceptable excuse shall be deemed to mean:

- (i) for a Director, an illness, a death in the family, Official HSF Business, a conflicting College class or College related co-op/work placement, or a College examination scheduled the following day; and
- (ii) for an Executive Committee Member, shall also include a temporary absence authorized by the Board of Directors, authorized time off in accordance with the HSF Human Resources policy.

The Board of Directors may require proof of an acceptable excuse.

18.13 **Removal by Special Meeting - Directors.** A Director who represents a School shall be removed from a position on the Board of Directors in accordance with the following conditions:

- (1) a Director Removal Petition initiating the removal process which meets the criteria set out in Article 18.14; and
- (2) receive subsequent approval at a Special Meeting called in accordance with Article 18.16 of a Two-Thirds Majority Vote of those voting in the School

which elected the Director, where at least one hundred (100) of the Full Time Members in such School cast a vote.

18.14 **Contents of a Director Removal Petition.** A Director Removal Petition must:

- (1) be clearly worded and specifically request the removal of a named Director from the Board;
- (2) be signed by at least twenty percent (20%) of the Full Time Members enrolled in the School which elected the Director, with their names printed legibly and their valid student numbers provided; and
- (3) include the name, address and telephone number of the individual who delivers the Petition to the President.

18.15 **Filing.** A Director Removal Petition must be delivered to the President who shall determine whether the Director Removal Petition meets the criteria set out in Article 18.14. A Petition, which fails to meet the criteria, shall be returned to the petitioner who delivered it, along with a written explanation by the President stating why the Director Removal Petition failed to meet the criteria.

18.16 **Special Meeting.** The President shall call a Special Meeting of the Members of the School of the Director that is being petitioned for removal within one (1) month of receiving the Director Removal Petition. The Meeting shall be conducted in accordance with this Constitution and the Policy and Procedure Manual.

18.17 **Removal by Referendum – Executive Committee Member.** The President, Vice President Administration (Lakeshore), Vice President Administration (North), Vice President Campus Life (Lakeshore), and/or Vice President Campus Life (North) shall be removed from office by an Executive Removal Referendum in accordance with this Article.

18.18 **Petition.** An Executive Removal Referendum must be initiated by a Petition, which must:

- (1) be clearly worded and specifically request to have a Special Referendum for Removal of Executive From Elected Office of a named Executive Committee Member;
- (2) be signed by one thousand (1,000) Full Time Members, who are eligible to vote for that position, with their names printed legibly and their valid student numbers printed;
- (3) include the name, address and telephone number of the individual who delivers the Petition; and
- (4) be delivered to the Business Manager.

18.19 **Executive Removal Referendum.** After determining that the Petition meets the criteria set out in Article 18.18, the Business Manager shall forward the Petition to the Chief Returning

Officer who will call an Executive Removal Referendum by the Full Time Members within one (1) month of receipt of the Petition. A Petition, which fails to meet the criteria, shall be returned to the individual who delivered it, along with a written explanation by the Business Manager stating why the Petition failed to meet the criteria.

- 18.20 **Conduct of Executive Removal Referendum.** The Policy and Procedure Manual and Article 28 shall govern the conduct of an Executive Removal Referendum.
- 18.21 **Effects of Removal.** Any Director, who has been removed from office or has voluntarily resigned for any reason other than failure to maintain a sixty-five percent (65%) grade point average per Semester, may not run for a position on the Board of Directors for a period of one (1) calendar year after the date of removal or resignation from office.
- 18.22 **Removal Due to Academic Ineligibility.** Any Director who is removed or has resigned due to failure to maintain a sixty-five (65%) grade point average may not run for a position on the Board of Directors for one (1) complete Semester of full time study at the College following the Semester in which he/she was removed or resigned.

Article 19 Regular Meetings of the Board of Directors
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- 19.1 **Regular Meetings.** Regularly scheduled meetings of the Board of Directors shall be held every third week on a Wednesday during the Fall and Winter Semesters at 6:30 p.m., commencing the second week of classes in September and January. The regularly scheduled meetings of the Board of Directors will take place on the North Campus and Lakeshore Campus on a rotating basis.
- 19.2 **Schedule of Regular Meetings.** The dates, times and locations of all regularly scheduled meetings of the Board of Directors for the current term of office of the Directors must be distributed to all Directors, in accordance with Article 19.7, and posted in all HSF offices, no later than the first day of classes of the Fall Semester.
- 19.3 **Open Meetings.** All meetings of the Board of Directors shall be open to the Members unless the Directors pass a motion by a Majority Vote of the Directors present at the meeting to exclude the Members from a particular meeting or part thereof.
- 19.4 **Meeting Agenda.** The agenda for each meeting of the Board of Directors shall be posted and distributed to all Directors, in accordance with Article 19.7, at least forty-eight (48) hours prior to each meeting.
- 19.5 **Chairperson.** The Chairperson shall impartially chair the meetings of the Board of Directors. The Chairperson shall not be the Chair of the Board of Directors as provided in Section 290 of the Ontario Corporations Act and shall not have any voting rights except as specifically provided in this Constitution. In the event that the appointed Chairperson is unable to chair a meeting of the Board of Directors, the President shall chair the meeting or delegate the responsibility to a Vice President or to another Director. A Director who acts as the chairperson of a meeting of the Board of Directors shall retain the right to vote.

- 19.6 **Minutes.** Minutes of each meeting of the Board of Directors shall be posted in the offices of HSF and on the website of HSF, and distributed to all Directors, in accordance with Article 19.7, within ten (10) days after each meeting and shall be filed in the minute book of HSF.
- 19.7 **Distribution of Documents.** For the purpose of sending notices and documents to any Director for any meeting or otherwise, distribution of said documents in the Director's HSF email account will be deemed sufficient.
- 19.8 **Errors and Omissions.** Any substantial error or omission, as determined by the Chairperson, in the notice of any meeting of the Board of Directors shall invalidate such meeting or make void any proceedings taken or made thereat.
- 19.9 **Quorum.** One half of the number of Directors (rounded to the next whole number) plus one (50% + 1) shall constitute a quorum at all meetings of the Board of Directors.
- 19.10 **Attendance.** At every meeting of the Board of Directors of which due notice has been given to the Directors in accordance with this Constitution, the Attendance Sheet shall be signed by all Directors present and the absent and excused Directors shall be noted. Attendance at board meetings is considered being present until two-thirds (2/3) of the agenda items covered prior to the Director leaving.
- 19.11 **Voting.** Each Director shall be entitled to one (1) vote per motion at all meetings of the Board of Directors. Voting by proxy shall not be permitted.
- 19.12 **Conflict.** At every meeting of the Board of Directors a Director shall refrain from voting on any matter(s), which the Director has, or appears to have, a conflict of interest, as defined in the Policy and Procedure Manual.
- 19.13 **Tie Votes.** When there is a tie vote at a meeting of the Board of Directors, the motion shall be deemed to have failed.
- 19.14 **Majority Vote.** Unless specifically stated otherwise in this Constitution, a Majority Vote of the Directors shall decide all motions at all meetings of the Board of Directors.
- 19.15 **Methods of Voting.**
- (1) **Regular vote.** Every motion at a meeting of the Board of Directors shall be decided in the first instance by a show of hands. Every Director who is present shall have one (1) vote.
 - (2) **Straw vote.** A straw vote may be requested at the call of any Director. A straw vote consists of polling the Directors to establish the opinion of the Board of Directors. It is not a binding vote and need not be recorded.
 - (3) **Secret ballot.** A secret ballot may be requested at the call of any Director. Every Director who is present shall have one (1) vote by secret ballot.

- 19.16 **Adjournment.** The Chairperson of the Board of Directors may, with the consent of a majority of the Directors in attendance at any meeting of the Board of Directors, adjourn such meeting to a fixed date, time and place.
- 19.17 **Rules of Order.** The adopted rules of order and procedures at all meetings of the Board of Directors shall be “Robert’s Rules of Order - Revised”, except in the case where such rules conflict with this Constitution or the Policy and Procedure Manual which take precedence over Robert’s Rules of Order.
- 19.18 **Private Sessions.** A “Private Session” means a meeting of the Board of Directors at which attendance is restricted to the Directors. The Board of Directors, upon a Majority Vote, may request the attendance of any individual it wishes to attend a Private Session. Discussion of the proceedings at a Private Session meeting is prohibited outside of that meeting.
- 19.19 **Chair of Private Sessions.** The President shall chair a Private Session meeting or delegate the responsibility to a Vice President or another Director. The chairperson of a Private Session meeting retains the right to vote.
- 19.20 **Records of Private Sessions.** The Secretary, or another Director appointed by the President, shall record any motion passed at a Private Session meeting. Any motions, along with who moved and seconded the motions, will be the only record of the issue discussed at a Private Session meeting. The count of the vote will not be recorded. Any vote during a Private Session meeting shall be recorded as “carried” or “not carried”.

Article 20 Special Meetings of the Board of Directors

- 20.1 **Special Meetings.** A Special Meeting of the Board of Directors shall be a meeting of the Board of Directors called to address exceptional circumstances.
- 20.2 **Calling a Special Meeting.** Any Director may call a Special Meeting. The Director(s) calling the meeting shall decide the date, time, and place of a Special Meeting.
- 20.3 **Notice and Meeting Agenda.** Notice of and an agenda for a Special Meeting shall be posted at all HSF offices and distributed (in the most expedient manner) to each Director not less than twenty-four (24) hours (excluding Saturdays, Sundays and HSF Non-Business Days) prior to the time of the meeting.
- 20.4 **Minutes of a Special Meeting.** Minutes of a Special Meeting must be distributed to each Director not more than two (2) days after the Special Meeting (excluding Saturdays, Sundays and HSF Non-Business Days).
- 20.5 **Number of Special Meetings.** Special Meetings may not be called more than twice in any calendar month.
- 20.6 **Conduct of Special Meetings.** Articles 19.5 and 19.8 to 19.20 shall govern conduct of Special Meetings unless specifically stated otherwise in this Article.