

**College Student Alliance**  
**By-Law #1**  
(hereinafter referred to as the “By-Laws”)

First Draft:	Approval by Policy Committee:	Approval by Board of Directors:	Approval by Membership:
January 2017	March 2017	April 2017	May 2017

A by-law to repeal and replace any former by-laws and relating generally to the transaction of the business and affairs of the College Student Alliance (hereinafter referred to as the “CSA”).

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1. NAME. The name of the Corporation is The College Student Alliance/L'Alliance Collégiale des Étudiant(e)s. For all intents and purposes the name of the Corporation is commonly referred to as the College Student Alliance and/or CSA.
2. CORPORATE SEAL. The seal, an impression of which is stamped in the margin hereof, shall be the seal of the CSA, and the General Manager of the CSA shall at all times retain custody of it.
3. HEAD OFFICE. The head office of the CSA shall be in the City of Toronto, in the Province of Ontario. Establishing and moving the head office location within the City is subject to the approval of the Board of Directors upon recommendation from the General Manager.
4. MANDATE. The CSA's mandate is comprised of the items defined in this section 4.

4.1. Mission Statement:

4.1.1.Strong Students. Strong Colleges. Strong Leaders;

4.2. Vision Statement:

4.2.1.The College Student Alliance will be the influential voice for Ontario college students;

4.3. Advocacy Pillars:

4.3.1.Affordability: tuition fees, per-student funding, Ontario Student Assistance Program;

4.3.2.Accessibility: early outreach, needs based financial aid, student employment;

4.3.3.Accountability: multi-year accountability agreements, curriculum, ancillary fees;

4.3.4.Transferability: credit transfer system, online learning, system design;

4.3.5.Quality: support services, infrastructure, teaching quality.

5. DEFINITIONS & INTERPRETATION

5.1. "Act" shall mean the *Canada Not-for-Profit Corporations Act, 2009*.

5.2. "AGM" shall mean the annual general meeting of the Members of the CSA.

5.3. "Board of Directors" shall mean the group of elected individuals who are Board Members as defined in section 5.4.

- 5.4. "Board Member" shall mean a director of the CSA, as per the definition of the "director" in the Act, and a member of the Board of Directors duly elected or appointed in accordance with the CSA's By-Laws.
- 5.5. "Business Days" shall mean a day other than a Saturday or a Sunday or a day recognized as a holiday by the laws of Canada or of the Province of Ontario.
- 5.6. "CSA Forum" shall mean any online forum owned and/or operated by the CSA, or as determined by the CSA Board of Directors.
- 5.7. "Director" shall mean director of the CSA as per the meaning provided for in the Act.
- 5.8. "DEO" shall have the meaning defined in subsection 10.5.
- 5.9. "Electoral Committee" shall mean an ad-hoc committee comprised of the PEO or DEO and one Member at-large, selected by the PEO that did not participate in counting the voting ballots and that is a non-returning Board Member. If there is not a non-returning Board Member, another Member at large, without conflict of interest shall be chosen.
- 5.10. "GM" shall mean the General Manager of the CSA appointed in accordance with the By-Laws.
- 5.11. "May Conference" shall mean the CSA's Plenary Meeting held in the Month of May.
- 5.12. "Member" shall mean a Member of the CSA, as set out in section 6 (collectively hereinafter referred to as the "Membership").
- 5.13. "Membership Fee" shall mean membership fees payable by Members as described in section 8.
- 5.14. "Member Representative" shall have the meaning defined at subsection 6.4.3.
- 5.15. "Membership Termination Vote" shall mean a vote by the board of directors of a Member, to terminate their membership in the CSA as defined in section 7.
- 5.16. "Membership Termination Process Completion Date" shall have the meaning defined in subsection 7.4.
- 5.17. "Membership Year" shall mean June 1st to May 31st.
- 5.18. "Motion" shall mean, as defined in the Act, a resolution passed by a majority of the votes cast on that resolution.

- 5.19. "PEO" shall have the meaning defined in 10.4.
- 5.20. "Plenary Meetings" shall mean meetings of the Members as described in Section 11.1.1.
- 5.21. "Section" or "Subsection" in these By-Laws shall mean a section or subsection in these By-Laws only, unless indicated otherwise.
- 5.22. "Special Motion" shall mean, as defined in the Act, a resolution passed by a majority of not less than two thirds of the votes cast on that resolution.
- 5.23. "Student Association" shall mean Ontario College Student Associations that are incorporated or unincorporated organizations representing a constituency of student members at a college listed under the "colleges established" section of *Ontario Regulation 34/03* under the *Ontario Colleges of Applied Arts and Technology Act, 2002*.
- 5.24. "Student Member" shall mean a member of a Student Association.
- 5.25. "Term" shall have the meaning defined in subsection 6.1.7.
- 5.26. "Office Term" shall have the meaning defined in subsection 9.2.
- 5.27. "Prior By-law" shall mean the By-laws repealed on May 11, 2017.

## 6. MEMBERSHIP

### 6.1. Terms of Membership.

- 6.1.1. In order to become a Member, the Student Association in question shall pass a motion at their board of directors meeting, whereby the majority of the directors, duly elected during that Student Association's general election and registered with the relevant government ministry, stating their intent to join the CSA and the date in which they wish to join.
- 6.1.2. In the case of an unincorporated Student Association, the provision in section 6.1.1 stating that the directors must be registered with the relevant government registry does not apply.
- 6.1.3. In order to become a Member, the Student Association shall pay the Membership Fees at least thirty (30) Business Days before the effective date of their Membership, in accordance with subsection 8.1.
- 6.1.4. Members of the CSA shall be Student Associations that have been accepted into the CSA's Membership in accordance with subsection 6.1.1 to 6.1.3 and 6.1.5 or accepted into Membership in accordance to the Prior By-Laws.

6.1.5. In any case, to be a Member of the CSA, the Student Association shall have been accepted by a Motion of the Board of Directors or in such other manner as may be determined by the Board.

6.1.6. The Board of Directors may, by way of a Motion of the Board of Directors, require Members to execute a membership agreement, which shall be approved by a Special Motion of the Members.

6.1.7. The term length of any Member's respective Membership shall be three years and the Board of Directors shall determine the effective date of the start of said Membership.

6.2. No Preferential Treatment. At no time shall the CSA offer a special service or arrangement to a member that is not open or available to the entire Membership.

6.3. Responsibilities of Members. Members shall have the following responsibilities:

6.3.1. to pay the Fees set out in section 8;

6.3.2. to respect the Mandate of the CSA as they are specified in section 4; and

6.3.3. to abide by these By-Laws and by any policies passed in accordance with these By-Laws.

6.4. Members Classes & Voting Rights

6.4.1. Subject to CSA's Articles of Incorporation, there shall be one class of Members in the CSA.

6.4.2. Each Member shall be entitled to one (1) vote at Plenary Meetings or AGMs.

6.4.3. The Member shall select one (1) representative from its Student Association to present its vote and have speaking rights at Plenary Meetings. The method for selecting the Member Representative of a Member and how that Member determines to vote, on any given Motion or Special Motion at any Plenary Meeting, shall be at the discretion of the Member.

6.5. Recruitment. The CSA shall make all reasonable efforts to recruit prospective Members; however these efforts shall not include inducements, infiltration of Student Associations or misrepresentation of Members' obligations.

## 7. MEMBERSHIP TERMINATION PROCESS

7.1. Membership Termination Vote

7.1.1. Any Member that desires to terminate their Membership in the CSA shall give at least sixty (60) days written notice of their intention to begin the Membership Termination Process to the CSA.

7.1.2. In addition to the notice provisions at subsection 7.6, the notice prescribed at subsection 7.1.1 shall indicate the time, date, location and method of the Membership Termination Vote.

7.1.3. The participants voting at the Membership Termination Vote shall be the duly elected directors, registered with the relevant government ministry and forming the board of directors of the Member.

7.1.4. In the case of an unincorporated Student Association, the provision in section 7.1.3 stating that the directors must be registered with the relevant government registry does not apply.

## 7.2. Presentation

7.2.1. The CSA shall have the opportunity to send supporting documents to the Member prior to the Membership Termination Vote. The said supporting documents will be included in the meeting package provided to all voting members of the board of directors of the Member ten (10) Business Days prior to the Membership Termination Vote.

7.2.2. The CSA must be provided the opportunity to deliver a thirty 30 minute presentation with a fifteen 15 minute question and answer period, prior to the casting of votes, on the day of the Membership Termination Vote.

## 7.3. Results of Membership Termination Vote

7.3.1. The Member shall give written notice and send the results of the Membership Termination Vote to the CSA by registered mail no later five (5) Business Days after the Membership Termination Vote.

7.4. Membership Termination Process Termination Date. Upon having duly fulfilled the requirements described in subsection 7.1 to 7.3, the Member shall be deemed to have completed the Membership Termination Process on the day the Notice under subsection 7.3.1 is received by the CSA.

7.5. Fees, Rights and Obligations under the Membership Termination Process. The Member shall remain a Member of the CSA for one (1) calendar year following the Membership Termination Process Completion Date and shall, accordingly, be responsible for paying the equivalent of one (1) calendar year of Membership Fees from the Membership Termination Process Completion Date.

## 7.6. Notice

7.6.1. All written notices to the CSA under this section 7 shall be addressed to the GM of the CSA at 372 Richmond Street West, Suite 303, Toronto, ON M5V 1X6.

7.6.2. Written notices under this section 7 shall be sufficiently given to the GM of the CSA if:

7.6.2.1. delivered by mail to the address provided at section 7.6.1, in which case it shall be deemed to have been given the day of such delivery;

7.6.2.2. delivered by email to the GM (or by other electronic means of individual delivery), in which case it shall be deemed to have been given the day of such delivery; or

7.6.2.3. otherwise delivered personally to them, in which case it shall be deemed to have been given when so delivered.

## 7.7. Default on Membership Termination Process

7.7.1. If the Member fails to comply with any of the provisions in respect to the Membership Termination Process provided for in this section 7, the Member shall be deemed to have not completed the Membership Termination Process.

## 8. MEMBERSHIP FEES

8.1. New Membership. Membership Fees for a new Membership shall be paid in accordance with this section 8 and shall be determined on pro-rata basis beginning at the effective date of the new Membership. The effective date of a new Membership shall be determined in accordance with subsection 6.1.5 and 6.1.7.

8.2. Assessment of Fees. Membership Fees for the following Membership year shall be assessed each year by the Membership at a Plenary Meeting of the Membership held at the Fall Semester.

8.3. Invoicing and Collection.

8.3.1. The CSA shall issue a Membership Fees invoice for the following Membership Year the first week of April and payment shall be due on or before May 1 or as otherwise determined by the Board of Directors.

8.3.2. The method of collection of the Membership Fees shall be that which is determined, from time to time, by the Board of Directors, according to the relevant provisions of these By-Laws and the Membership Fee Review Policy.

#### 8.4. Membership Fee Review Policy

8.4.1. Subject to this section 8, any Membership Fees or other fees or levies payable by Members to the CSA shall be set, amended or repealed in accordance with the Membership Fee Review Policy.

8.4.2. The Member shall comply with the Membership Fee Review Policy and, to the extent of any inconsistency between these By-Laws and the Membership Fee Review Policy, the Membership Fee Review Policy will govern.

#### 9. DIRECTORS & OFFICERS

9.1. Board of Directors. The property and business of the CSA shall be governed by a board of Directors of six (6) elected Board Members, each of whom shall only hold one (1) of the following positions:

9.1.1. President (Chair)

9.1.2. Vice President (Vice-Chair and Secretary)

9.1.3. Four (4) Directors

9.2. Office Term. The Office Term for a member of the Board of Directors shall be one year, from June 1 to May 31).

9.3. Board of Directors' Duties & Responsibilities. The Board of Directors and the GM shall administer the affairs and the business of the CSA.

9.4. The President, Vice President and Directors shall be elected by the Members in May at an Annual General Meeting, in accordance with these By-Laws and pursuant to the policies and procedures of the CSA.

9.5. Qualification of Board Member. A Board Member serving on the Board of Directors must:

9.5.1. be an individual;

9.5.2. be at least 18 years of age;

9.5.3. not have claimed bankruptcy; and

9.5.4. be an elected, hired or democratically acclaimed representative of a Member.



9.6. Remuneration. The President, Vice President and Directors shall serve without remuneration and will be reimbursed for all reasonable and/or approved expenses in accordance with the CSA's policies.

9.7. Duties. The President, Vice Presidents and Directors shall follow the specific duties outlined in the following job descriptions:

9.7.1. President:

The President shall act as the Primary Spokesperson and signing authority for the CSA and shall collaborate with the Board of Directors and staff to ensure the outcomes in, the strategic framework are met. The President shall chair all meetings of the Board of Directors and CSA.

9.7.2. Vice President

The Vice President shall assume the President's role in the President's absence and acts as the Vice-Chair of the Board of Directors. The Vice President is a signing officer of the CSA and shall act as Secretary and will prepare all agendas and minutes for the Board of Directors.

9.7.3. Director(s)

The CSA shall have four (4) Directors who will oversee various tasks decided upon at the May board workshop based on the strategic framework adhering to these By-laws, policies and procedures and any other manual or agreements approved by the Board of Directors and/or the Membership.

9.8. Board of Directors' Meetings

9.8.1. All Board of Director meetings shall be chaired by the President using Robert's Rules of Order.

9.8.2. Quorum in the case of a meeting of the Board of Directors shall constitute fifty percent (50%) of all Board Members.

9.8.3. Each Board Member shall have one (1) vote at the Board of Directors.

9.8.4. The President shall cast an additional vote only in the event of a tie.

9.8.5. Motions shall be carried by a 50% plus one (1) vote. Tie votes will be defeated. Abstentions

will count as a no vote.

9.8.6. The Vice President shall ensure that at least one (1) Board of Directors meeting per month is scheduled in coordination with the Board Members availability and that notice be provided at least ten (10) Business Days in advance.

9.8.7. Board of Directors meetings shall occur through online forums and teleconference. Board of Directors meetings may occur in-person if it is necessary and cost effective to do so.

9.8.8. The President may call emergency Board of Directors meetings in extreme circumstances. The President must give the Board Members at least forty-eight (48) hours' notice for meetings that are coordinated through teleconference or online forums. The President must give the Board Members at least five (5) Business Days' notice for meetings that are to take place in-person.

#### 9.9. Agenda & Minutes

9.9.1. The Vice President shall prepare the agenda for the meeting by sending a request to the Board of Directors and GM at least ten (10) Business Days prior to the meeting for agenda items and supporting materials.

9.9.2. Agendas shall be sent out electronically with all supporting materials at least five (5) Business Days prior to the Board of Directors meeting.

9.9.3. The agenda shall require approval at the Board of Directors meeting following Robert's Rules of Order.

9.9.4. Minutes shall be drafted by the Vice President and sent to the Board of Directors within ten (10) Business Days or as otherwise agreed to by the Board Members present at the Board of Directors.

9.9.5. All minutes shall be approved at the following Board of Directors meeting and kept in the CSA Forum.

9.9.6. The minutes of meetings of the Board of Directors shall not be official until approved by a majority vote at the next Board of Directors' meeting, following which an executive summary will be released or posted in an accessible manner for Member access.

9.10. Board of Directors' Automatic Removal. Any member of the Board of Directors shall automatically cease to be a Board Member upon the occurrence of any of the following events:

9.10.1. The Board Member no longer qualifies as a Director as per the meaning defined in the “Qualification of directors” section of the Act.

9.10.2. The Director or Vice President delivers a written resignation to the President or in the case of the President to the Vice President;

9.10.3. The Board Member dies.

9.10.4. Or any other reason provided for by the Act.

9.11. Removal of Directors. Any member of the Board of Directors shall also cease to be a Board Member if the removal of such Board Member is approved by the Members by way of Motion at a Plenary Meeting. The Members shall consider the following reasons, but shall not be bound by such reasons, when voting on the removal of a Board Member.

9.11.1. The Board Member is absent, without regret, from three (3) regular Board of Directors meetings;

9.11.2. The Board Member fails to attend a mandatory workshop and/or training session without prior written notice and consent from the President or in the case of the President, the Vice President;

9.11.3. The Board Member is no longer an elected, hired or democratically acclaimed representative of a Member, in accordance with subsection 9.5.4;

9.11.4. failure to perform any of the duties described at subsection 9.7;

9.11.5. an unwillingness or incapability to complete documented duties, delegated during the course of the Office Term;

9.11.6. a suspension or removal of the Board Member’s directorship at their Member Student Association, which shall, if approved by the Membership by way of Motion, result in a suspension of the same length of time to CSA Board of Directors.

9.12. Vacancy on the Board of Directors

9.12.1. If there is a vacant Director position following the removal of a Board Member as per section 9.10 and 9.11, the remaining Board Members shall decide if they will leave the position vacant, appoint a Director through a hiring process or hold a By-Election. These decisions shall be made based on the time of the year in which the position became vacant and through risk assessment of filling or not filling the position.

9.12.2. If the Vice President position becomes vacant as per 9.10 and 9.11, the Directors and the President shall determine if a Director shall step into the role through a hiring and/or qualification process or if the Vice President role shall be filled through a hiring process or By-Election based on the time of the year in which the position became vacant and through risk assessment of filling or not filling the position.

9.12.3. If the President position becomes vacant as per section 9.10 and 9.11, the Vice President will immediately become Acting President of the organization.

9.12.4. The Board of Directors shall decide the best approach in filling the President role until the AGM. The Board shall decide if the Vice President shall remain in the role, if they shall appoint a President through a hiring process or hold a By-Election. All final decisions will require ratification by the Membership at a Plenary Meeting.

9.12.5. Appointments for Directors, President and/or Vice President do not require approval or ratification at a Plenary Meeting

9.12.6. Any appointed Board Member under subsection 9.12 shall hold office for a term expiring not later than the close of the next AGM, but the total number of Board Members so appointed may not exceed one third of the number of Board Members elected at the previous AGM.

9.13. General Manager. The Board of Directors are responsible for the hiring and oversight of the GM for the CSA and will delegate to that person, full authority to manage and direct the business and affairs of the CSA (except such matters and duties that are implicitly defined as duties performed by the Board of Directors and/or the Board Member) and to employ and discharge employees and volunteers of the CSA.

9.13.1. The GM is accountable to the Board of Directors.

9.13.2. The Board of Directors shall, if needed receive human resources consultation through a third party before making any employment decisions for the GM.

9.13.3. The Board of Directors shall instruct the GM through written policies, delegating interpretation and implementation of those policies.

9.14. Indemnity. The President, Vice President, the Directors, the GM and the employed staff members of the CSA undertaking any action or liability on behalf of the CSA, either within the scope of their office or with express authority of the CSA, shall be indemnified and saved harmless out of the funds of the CSA from and against:

9.14.1. any and all costs, charges, damages and expenses sustained or incurred in relation to the

affairs of the CSA; and

9.14.2. with respect to any action, suit or proceeding brought against them for any act or thing done or permitted by them in the execution of her duties, unless such costs, charges, damages or expenses are occasioned by their own willful neglect or default.

9.14.3. The indemnity described above in subsection 9.14 shall only be available to an individual if:

9.14.3.1. they acted honestly and in good faith with a view to the best interests of the CSA; and

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

9.15. Signing Officers. The CSA shall have four (4) signing officers: The GM, the President, the Vice-President and the Office Administrator. At all times, when signing agreements, there shall be least one signature belonging to the President or Vice President of the CSA. The signature of two signing officers shall be sufficient to bind the CSA in any agreement. Each signing officer shall the authority to bind the CSA. The Board of Directors may appoint any employee or Board Member by way of Motion to have signing authority.

## 10. ELECTIONS OF BOARD MEMBERS

10.1. Qualifications. Individuals desirous of becoming elected Board Members shall meet the following qualifications:

10.1.1. An individual desirous of becoming a candidate for an elected Board Member position shall have the ability to serve at least one (1) term starting from June 1 and ending on May 31 of the following year.

10.1.2. An individual desirous of becoming a candidate for an elected Board Member position shall have the qualifications defined in subsection 9.5.

10.1.3. An individual desirous of becoming a candidate for an elected Board Member position must receive a Motion of approval from their home Student Association's board of directors prior to running for a position on the CSA Board of Directors and provide minutes from the meeting in which the Motion of the board of directors took place with the submission of their nomination package.

10.1.4. An individual desirous of becoming a candidate for an elected Board Member position

that has not received a Motion of support from their home Student Association's board of directors prior to attending the May Conference shall be disqualified and/or unable to run.

10.2. Nominations

10.2.1. Nominations packages shall be made available ten (10) Business Days' prior to the first day of the CSA May Plenary Meeting through the CSA general mailing list.

10.2.2. Nomination forms must be printed and signed by a signing officer at the independently recognized Student Association (that is not the nominee) and signed by an alternative supporting Member delegate.

10.3. Limit of Office Terms. No elected Board Member shall occupy the same position on the Board of Directors for more than two (2) Office Terms.

10.4. Primary Electoral Officer. The Board shall appoint a Primary Electoral Officer, which is a role that must be filled by a non-returning Board Member of the current CSA Board of Directors.

10.4.1. In the event that all current Board Members are standing for re-election, the PEO shall be selected from the Membership at-large. The PEO shall make all necessary arrangements and take all necessary steps to successfully manage the elections process as defined in this section of the By-Laws. This includes seeking professional advice, as reasonably needed.

10.4.2. The PEO must declare any real and/or potential conflicts of interest to the Board of Directors, as soon as reasonably possible. The PEO also has a duty to be honest, ethical and fair in the carrying out of their responsibilities.

10.4.3. The PEO must maintain the strictest sense of confidentiality in all their dealings. Under no circumstances shall a PEO disclose private and confidential information to any Member representative, CSA staff, Director, Vice-President or the President. Private and confidential information includes, but is not limited to: nomination inquiries, nominations, and allegations of electoral misconduct and vote tallies.

10.4.4. The PEO shall select a DEO to assist in the electoral process as required. The DEO will be selected from the CSA staff.

10.5. Deputy Electoral Officer. The Board of Directors shall appoint a DEO, which is a role that must be filled by a non-returning Member of the current CSA Board of Directors. In the event that all current Board Members are standing for re-election, the DEO shall be selected from the Membership at-large.

10.5.1. The DEO acts in a supporting role for the PEO and helps the PEO carry out all

responsibilities as assigned.

10.5.2. The DEO may accept nomination packages in the absence of the PEO.

10.5.3. The DEO shall assume the position of PEO if the PEO cannot fulfill their duties assigned.

#### 10.6. Campaigning

10.6.1. The PEO shall hold an all candidates meeting two (2) Business Days prior to the AGM meeting.

10.6.2. Campaigning shall commence immediately after the all candidates meeting, as prescribed in subsection 10.6.1, takes place.

10.6.3. Any candidate materials deemed defamatory or inappropriate by the PEO or DEO shall lead to the expulsion of the respective candidate from the elections process.

10.6.4. All campaigning material shall be at the expense of the candidate(s) and without reimbursement.

10.6.5. Campaigning shall end immediately prior to the Plenary Meeting in May.

#### 10.7. Disqualification

10.7.1. Candidates will be disqualified if they do not receive a Motion of support from their Member Student Association's board of directors prior to their arrival at conference.

10.7.2. At the discretion of the PEO, candidates may be disqualified if their campaign material is deemed inappropriate or defamatory by the PEO and/or DEO.

10.7.3. Candidates shall be disqualified if they do not meet the qualifications defined in Section 10.1.

#### 10.8. Voting

10.8.1. Voting shall take place through secret ballot at the AGM and each Member shall have one (1) vote for President, one (1) vote for Vice President and four (4) votes for individual Directors.

10.8.2. All ballots shall be destroyed by the PEO after the election results have been announced. The PEO, DEO, and a Member at-large selected by the PEO and without conflict of interest, shall witness the destruction of the ballots.

## 10.9. Appeals

10.9.1. All candidate(s) have the opportunity to appeal the election results to an Elections Committee.

10.9.2. All formal appeals must be in writing and delivered to the PEO by electronic mail within five (5) Business Days of the election results.

10.9.3. The PEO shall, as soon as possible, acknowledge receipt of the appeal.

10.9.4. The Elections Committee shall have ten (10) Business Days from the date the appeal has been acknowledged as received by the PEO, to meet and determine whether appeal is granted or denied.

10.9.5. The Elections Committee may, at their discretion, deny the appeal if they determine the appeal is:

10.9.5.1. vexatious;

10.9.5.2. unreasonable;

10.9.5.3. unfounded; or

10.9.6. The Elections Committee may deny an appeal for any other reason they may deem fit, at their discretion, acting reasonably.

10.9.7. If the appeal is granted, the Elections Committee shall determine the outcome of the appeal based on the facts presented in the appeal.

10.9.8. In accordance with subsection 10.9.4 to 10.9.7, the PEO shall communicate to the Membership whether the appeal was denied or granted and, if necessary, the outcome of the appeal.

## 11. CONFERENCES & MEMBER PLENARY MEETINGS

### 11.1. Plenary Meetings

11.1.1. The CSA shall hold three annual Members meetings (“Plenary Meetings”) during Member conferences. One shall be called the Annual General Meeting, which is described in Section



11.1.2.

11.1.2. Quorum in the case of a Plenary Meeting shall constitute fifty percent (50%) of the Membership.

11.1.3. At each Plenary Meeting, a copy of the CSA's updated financial statements shall be presented for review by the Membership.

11.1.4. Only Members of the CSA shall have the privilege of participating in Plenary Meetings.

11.2. Annual General Meeting

11.2.1. The AGM shall be a meeting of the Members that takes place in May each year.

11.2.2. Quorum in the case of an AGM shall constitute fifty percent (50%) of the Membership.

11.2.3. At each AGM, in addition to any other business that may be transacted, the reports of the Board of Directors and staff, the financial statements and the report of the auditors shall be presented and auditors shall be appointed for the ensuing year.

11.3. Voting

11.3.1. Motions at Plenary Meetings shall be carried with a 50% + 1 (one) vote of the Membership. Tie votes shall be defeated. Abstentions shall count as a no vote.

11.3.2. Each Member shall have one (1) vote and full speaking rights at each Plenary Meeting.

11.3.3. Voting shall be done by a show of hands.

11.3.4. Members shall appoint a Member Representative to vote and speak on their behalf during Plenary Meetings.

11.3.5. If a Member Representative is unable to attend a particular Plenary Meeting, they may submit a Proxy form designating a specific individual in attendance to record their vote as detailed on the Proxy form. Proxies must be received by the GM prior to the day of the Member meeting. The designated Member who carries the Proxy vote must also be in attendance of the Member meeting.

11.3.6. The designated Member who carries a proxy vote shall make that vote known to the Chair at the time the vote is called. The Chair shall have a copy of the Proxy form for confirmation.

11.4. Agenda

11.4.1. The Programs and Events Manager of the CSA shall prepare the agenda for the meeting by sending a request to the Membership fifteen (15) Business Days prior to the meeting for agenda items and supporting materials.

11.4.2. Agendas shall be sent out electronically with all supporting materials at least ten (10) Business Days prior to the Plenary Meeting.

11.4.3. The agenda shall require approval at the Plenary Meeting following Robert's Rules of Order.

#### 11.5. Minutes

11.5.1. Minutes shall be drafted by the CSA's staff and sent to the Board of Directors within in ten (10) Business Days.

11.5.2. All minutes shall be approved at the following Plenary Meeting and kept in the CSA Forum.

11.5.3. The minutes of Plenary Meetings shall not be official until approved by a majority vote at the next such meeting, following which an executive summary shall be released or posted in an accessible manner for Member access.

11.6. Special Meetings. A special Plenary Meeting may be called by the CSA's Board of Directors with at least twenty-one (21) Business Days' notice for items that are time sensitive requiring approval by the Membership.

11.7. Working Groups. The CSA, from time-to-time, shall request Members of the organization to participate in working groups that further the action items in the Strategic Framework and items requiring feedback through ministry priorities.

#### 11.8. Conferences

11.8.1. The CSA shall put out a call for Members to bid on hosting a Plenary Meeting in May and/or February annually included in the call out for agenda items.

11.8.2. The fall semester Plenary Meeting (i.e. the Advocacy Summit) shall be held in Toronto annually for its proximity to Queen's Park.

11.8.3. Plenary Meeting location for May shall be decided upon at February Plenary Meeting by Member secret ballot.

11.8.4. Plenary Meeting location for February will be decided upon at Advocacy Summit Plenary

Meeting by Member secret ballot.

- 11.8.5. If there are zero bids submitted by Member Student Associations to host conference, the Board of Directors shall provide three (3) strategic locations with potential accommodation and activities for the Membership to decide on by secret ballot.

## 12. FINANCES

- 12.1. Fiscal Year. The CSA's fiscal year shall be from June 1 to May 31. The Board shall ensure a budget for each fiscal year is prepared for Member approval at the February Plenary Meeting each fiscal year.
- 12.2. Audited Financial Statements. At each AGM, the Members shall appoint a public accountant to audit the accounts of the CSA for report to the Members at the next AGM. The public accountant shall hold office until the next AGM. The GM shall make recommendations through the Audited Financial Statements and provide context to the reports at the AGM.
- 12.3. Approval of Audited Financial Statements. At each AGM, the Audited Financial Statements shall be sent to the Members not less than twenty-one (21) days but not more than sixty (60) days before the day on which the AGM is held, or as otherwise provided for in the Act.
- 12.4. The Audited Financial Statements shall not be circulated, published or issued unless:
  - 12.4.1. They have been approved by the Board of Directors by Motion, which approval shall be evidenced by the manual signature of one of the Board Members or a facsimile of the signatures reproduced in the statements; and
  - 12.4.2. They are accompanied by the report of the public accountant of the corporation, if any.
- 12.5. At the appropriate Plenary meeting, the Board of Directors shall present to the Members comparative Audited Financial Statements as prescribed by the Act.
- 12.6. Agreements. No signing officer of the CSA shall sign alone any agreements of more than \$30,000 and/or that are longer than three years in length. All agreements more than \$30,000 and/or one year in length must be signed by the GM and the President and/or Vice President.

## 13. STRATEGIC FRAMEWORK.

- 13.1. The Board of Directors and the GM are responsible for crafting and implementing the goals and action items of the Strategic Framework through consultation with the Membership through working groups and decisions at Plenary Meetings. The CSA shall ensure that each Strategic Framework is three years in length and completed tasks and action items are clearly

communicated to the membership through updates at Plenary Meetings of the Members.

#### 14. AMENDMENTS

- 14.1. The By-Laws of the CSA shall be reviewed by the policy committee annually and provide recommendations to the Board of Directors.
- 14.2. The Board Members, acting as duly registered directors with Corporations Canada, may by Motion make, amend or repeal any by-laws that regulate the activities or affairs of the CSA.
- 14.3. The Board Members shall submit the by-law, amendment or repeal to the Members at the next Plenary Meeting, and the Members may Motion to confirm, reject or amend the by-law, amendment or repeal.
- 14.4. Any such repeals or amendments, as described in 14.3, should provide a detailed summary of recommendations and rationale, submitted to the President to be placed on the agenda ten (10) Business Days before the meeting of Members.
- 14.5. Any by-law created, amended or repealed under subsection 14.3 is effective from the date of the Motion of the Board Members.