

A by-law relating generally to the conduct of the affairs of

**IGNITE STUDENT UNION (the “Corporation”)**

**BE IT ENACTED** as By-law No. 1 of the Corporation as follows:

**ARTICLE I. INTERPRETATION**

**1.1** In this By-law and any Policy and Procedures of the IGNITE Student Union unless the context otherwise requires:

- (1) **“Act”** means the *Ontario Corporations Act*, including the Regulations made pursuant to the Act, as from time to time amended and every act that may be substituted therefore;
- (2) **“Annual Meeting of the Members”** means a meeting of the Members held in accordance with Section 4;
- (3) **“Board of Directors” or “Board”** are used interchangeably and is the board of directors of IGNITE, as described in this By-laws;
- (4) **“By-laws”** means this By-law as it may be amended from time to time and all other By-laws of IGNITE from time to time in force and effect;
- (5) **“Campus”** means a location of the Institution, namely the North Campus, Lakeshore Campus, Guelph-Humber Campus, or the Orangeville Campus and **“Campuses”** means all four (4) of them;
- (6) **“Chair”** means an officer of the Board and shall be appointed from amongst the Board at a meeting of the Board of Directors.
- (7) **“College”** means The Humber College Institute of Technology and Advanced Learning;
- (8) **“Director”** means a director of IGNITE and a member of the Board, which includes elected, acclaimed or appointed individuals, in accordance with this By-laws;
- (9) **“Full-Time Member”** means a full-time student of the Institution who pays Mandatory and/or Optional IGNITE Fees as determined in accordance with Article 3.1 and 3.2;
- (10) **“Guelph-Humber”** means the Guelph-Humber Campus of the Institution located at 207 Humber College Blvd., Toronto, ON, M9W 5L7;
- (11) **“IGNITE”** means the IGNITE Student Union, an Ontario non-share capital corporation incorporated under the Act;
- (12) **“IGNITE Non-Business Days”** means any day of the week that the Institution does not schedule classes for full-time students;
- (13) **“Institution”** means all post-secondary education institutions with operating agreements with Humber ITAL, based at a Campus operated by Humber ITAL, such as the University of Guelph-Humber, whose full-time non-tuition fees are paid to Humber ITAL;
- (14) **“Lakeshore Campus”** means the Lakeshore Campus of the Institution located at 3199 Lake Shore Blvd. West, Toronto, ON, M8V 1K8;
- (15) **“Letters Patent”** means the Letters Patent incorporating the IGNITE dated the 1<sup>st</sup> day of August, 2000, as from time to time altered or amended by supplementary letters patent;
- (16) **“Mandatory IGNITE Fees”** are the fees collected by the College each Semester from all full-time and part-time students and provided by the College to IGNITE;
- (17) **“Members”** means the Full-Time Members;
- (18) **“North Campus”** means the North Campus of the Institution located at 205 Humber College Blvd., Toronto, ON, M9W 5L7;

- (19) **“Optional IGNITE Fees”** are the fees collected by the College each Semester only when intentionally selected by full-time students and provided by the College to IGNITE;
- (20) **“Orangeville Campus”** means the Orangeville Campus of the Institution located at 275 Alder Street, Orangeville, ON, L9W 5A9;
- (21) **“Ordinary Resolution”** means 50% + 1 (fifty percent plus one) rounded to the next whole number of those present and voting in favour of or against the motion;
- (22) **“Part-Time Member”** means a part-time student of the College or University who pays Mandatory IGNITE Fees as determined in accordance with Article 3.1 and 3.2;
- (23) **“Policy and Procedures”** means the set of rules, policies, and procedures adopted by the Board of Directors, consistent with the By-laws, for the conduct of the affairs of the IGNITE, from time to time in force and effect;
- (24) **“Representation by Population”** means a method by which Directors are allocated in such a way as to vary with Campus enrolment. The higher the enrolment, the larger the number of Directors allocated. A minimum of one Director per campus must be allocated. Enrolment must be confirmed with the Office of the Registrar annually.
- (25) **“Semesters”** means the academic terms of the Institution, being the **“Fall Semester”**, which begins in late August or early September of each year, the **“Winter Semester”**, which begins in January of each year, and the **“Summer Semester”**, which begins in May of each year, and **“Semester”** means any of them;
- (26) **“Special Meeting”** means a special meeting of the Members for the purposes defined in Article 4.3;
- (27) **“Student”** means a full-time or part-time student of the College or University; and
- (28) **“University”** means the University of Guelph-Humber;

**1.2 Grammar.** 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, trusts, and any number or aggregate of persons.

## **ARTICLE II. CORPORATE AFFAIRS**

**2.1. Seal.** The seal of the IGNITE shall be the corporate seal of IGNITE.

**2.2 Head Office.** The head office of IGNITE shall be located at the North Campus, in the City of Toronto, in the Province of Ontario, or as otherwise set by the Board.

**2.3 Financial Year.** The financial year of IGNITE shall be from April 1<sup>st</sup> through March 31<sup>st</sup> of the following year.

**2.4 Execution of Documents.** Deeds, transfers, assignments, contracts, obligations and other documents and instruments (**“Documents”**) in writing requiring execution by IGNITE shall be signed in accordance with the financial policies of IGNITE. Should the financial policies not apply to a certain type of document, such document may be signed by the Executive Director (or designate). The Board may also from time to time direct the manner in which and the person or persons by whom Documents generally and/or a particular Document or type of Document shall be executed. Any person authorized to sign any Document may affix the corporate seal to the Document.

**2.5 Banking.** The banking business of the Corporation shall be transacted in accordance with the financial policies of IGNITE, and at such bank, trust company or other firm or corporation carrying on a banking business in Canada or elsewhere as the Board may designate, appoint or authorize from time to time by resolution. The banking business or any part of it shall be transacted by an officer or officers of IGNITE and/or other persons as the Board may by resolution from time to time designate, direct or authorize.

**2.6 Vacancy of Auditor.** The Board shall immediately fill a vacancy in the position of auditor or of a person appointed to conduct a review engagement.

**2.7 Invalidity of any Provisions of this By-law.** The invalidity or unenforceability of any provision of this By-laws shall not affect the validity or enforceability of the remaining provisions of this By-laws.

### **ARTICLE III. MEMBERS**

**3.1 Classes.** There shall be three (3) classes of Members of IGNITE:

- a. Full-Time Members: full-time students who pay Mandatory IGNITE Fees;
- b. Full-Time Enhanced Members: full-time students who pay Mandatory IGNITE Fees and Optional IGNITE Fees; and
- c. Part-Time Members: part-time students who pay prorated Mandatory IGNITE Fees

**3.2 Members Rights and Privileges.** Each Member class is entitled to the rights and privileges outlined in the *IGNITE Membership Benefits Policy* approved and amended from time to time by the Board.

**3.3 Termination.** Membership is not transferable and terminates if the Member ceases to meet the criteria for membership as set out in this Article. A Member cannot resign as such; if a Member ceases to be a Student, he/she will automatically cease to be a Member.

### **ARTICLE IV. MEETINGS OF THE MEMBERS**

**4.1 Annual Meeting of the Members.** The Annual Meeting of the Members shall be held on or around March 31<sup>st</sup> of each year at such place, time, and on such a day as the Board of Directors may from time to time determine, for the purposes of:

- a. Hearing and receiving the reports and financial statements previously approved by the Board of Directors and required by the Act to be presented at the annual meeting;
- b. Ratifying IGNITE election results;
- c. Appointing auditors with the consideration of the recommendation of the Board of Directors;
- d. Approving any amendments to the By-laws; and
- e. Transacting such other business as may properly be brought before the meeting.

**4.2 Proposals at Annual Meeting.** A Full-Time Member is entitled to vote at an Annual Meeting of Members and may submit to IGNITE notice of any matter that the Full-Time Member proposes to raise at the Annual Meeting (a “**Proposal**”). If the Proposal is submitted to

IGNITE at least sixty (60) days before the date of the meeting, IGNITE shall include the Proposal in the notice of meeting. If requested by the Full-Time Member, IGNITE shall also include a statement by the Full-Time Member in support of the Proposal and the name and address of the Full-Time Member. The Full-Time Member who submitted the Proposal shall pay the cost of including the Proposal and any statement in the notice of meeting at which the Proposal is to be presented unless otherwise provided by Ordinary Resolution of the Members present at the Annual Meeting. [This provision will be effective as of the date that the Ontario Not-for-Profit Corporations Act, 2010 comes into force.]

**4.3 Special Meetings.** The Board of Directors may, by Ordinary Resolution, call a Special Meeting of the Members at any time deemed necessary. A Special Meeting of the Members may also be called by a written requisition of Members carrying not less than ten per cent (10%) of the voting rights, as deemed by the Office of the Registrar and supported by the records of IGNITE. The petition must:

- a. State the general nature of the business to be presented at the Special Meeting;
- b. Be signed by the petitioners with their names printed legibly and their valid student numbers provided; and
- c. Be filed at the head office of IGNITE.

Upon receipt of a petition which meets the criteria listed above, the Board of Directors shall call a Special Meeting of the Members for the transaction of the business stated in the petition. If the Board of Directors does not call and hold a Special Meeting of the Members within twenty-one (21) days from the date of filing the petition, any of the petitioners may call such meeting which shall be held within sixty (60) days from the date of filing of the petition.

**4.4 Notice.** Notification of the time, place and subject matter of an Annual Meeting of the Members and Special Meetings must be publicized through IGNITE's media and be provided to the Members not less than ten (10) days prior to the meeting, excluding Saturdays, Sundays, IGNITE Non-Business Days and the day of the meeting, but including the day on which notice is given.

**4.5 Omissions and Errors.** The accidental omission to give any notice to any Member, Director, officer, member of a committee of the Board, or auditor, or the nonreceipt of any notice by any such person where the Corporation has provided notice in accordance with the By-laws-, or any error in any notice not affecting its substance, shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

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

**4.7 Quorum.** A quorum at a Meeting of the Members shall consist of at least fifty (50) Full-Time Members in attendance.

**4.8 Votes.** Each Full-Time Member shall be entitled to one (1) vote per motion at all Meetings of the Members.

**4.9 Ordinary Resolution.** Unless specifically stated otherwise in this By-laws, an Ordinary Resolution of the Full-Time Members shall decide motions at all meetings of the Members in attendance.

**4.10 Tie Votes.** When there is a tie vote at a meeting of the Members, the motion shall be deemed to have failed.

**4.11 Rules of Order.** The adopted rules of order and procedures at all meetings of the Members shall be the “Robert’s Rules of Order – Revised”, except in the case where such rules conflict with this By-laws or the Policy and Procedures which take precedence over Robert’s Rules of Order.

**4.12 Minutes.** Minutes of all Meetings of the Members must be recorded, approved at the next Members’ meeting, filed in the minute book of IGNITE, and posted on the IGNITE website.

**4.13 Annual Financial Statements.** The Corporation shall, not less than twenty-one (21) days before each annual meeting of Members, give a copy of the financial statements approved by the Board and the report of the auditor to all Members who had informed the Corporation that they wish to receive a copy of those documents by posting a copy of the financial statements on the website.

## **ARTICLE V. BOARD OF DIRECTORS**

**5.1 Composition.** The Board of Directors shall be comprised of a minimum of seven (7) and a maximum of ten (10) Directors who shall be elected at large by the Members by means of Representation by Population. The votes cast by the Members, electing Directors, must be ratified at the next Annual Meeting of Members. The Board shall be composed of the fixed number of Directors as determined from time to time by the Members by ordinary resolution or, if the ordinary resolution empowers the Directors to determine the number, by resolution of the Board. No decrease in the number of Directors shall shorten the term of an incumbent Director.

**5.2 Vacancy.** The Board of Directors, so long as it is comprised of no fewer than seven (7) Directors, shall continue to have all the legal authority of a complete Board. Once the ONCA comes into force, and in the event that less than ten (10) Directors are elected by the Members following the Winter Election, the Directors may, in consultation with the CEO, appoint additional Directors to fill the remaining spots for a term ending at the next Annual Meeting of Members. No more than one-third ( $1/3^{\text{rd}}$ ) of the maximum number of Directors elected by the Members at the previous Annual Meeting of Members can be appointed by the Directors at one time.

**5.3 Term.** The term of office of a Director shall be from the later of May 1<sup>st</sup> or the date of election, acclamation or appointment through to April 30<sup>th</sup> of the following calendar year. Directors may not serve for more than two (2) consecutive terms.

**5.4 Consent.** A Director who is elected or appointed must consent to hold office as a Director before or within ten (10) days after the election or appointment.

**5.5 Eligibility.** Each Director must throughout his/her nomination, candidacy and term of office:

- a. Be a Full-Time Member;
- b. Not be on Academic Probation as defined by his/her Institution;
- c. Have completed at least one semester in a post-secondary program prior to nomination;
- d. Be enrolled at the Campus he/she represents;
- e. Shall not be or become a Part-Time paid staff member of IGNITE exclusively during his/her term of office;
- f. Be eighteen (18) or more years of age;
- g. Not be an undischarged bankrupt;
- h. Not be found under the *Substitute Decisions Act, 1992* or the *Mental Health Act* to be incapable of managing property;
- i. Not be found to be incapable by any court in Canada or elsewhere;
- j. Not be convicted of an indictable criminal offence in a court of law;
- k. Except in relation to IGNITE sanctioned organizations, not have any relationship with another student association or student advocacy group, including as a member, director, or officer of such association or group; and
- l. Adhere to the Director Loyalty and Commitment Policy set out in the Policy and Procedures of IGNITE, from time to time in force and effect.

**5.6 Campus Transfer.** A Full-Time Member at one Campus who transfers into program at another Campus of the Institution may run in the elections to elect Directors at the Campus of the Institution that the Member has transferred to, provided that he/she meets the eligibility requirements for Directors as set out in Article 5.5.

**5.7 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.

**5.8 Automatic Removal.** Any Director shall automatically cease to be a Director if:

- a. The Director ceases to satisfy the eligibility criteria set out in Article 5.5;
- b. The Director dies;
- c. The Director, as determined by the Board by Ordinary Resolution, contravenes any By-laws, Board of Directors Terms of Reference or any Policy or Procedure of IGNITE;
- d. The Director provides written resignation to the Secretary;

Subject to Article 5.9, a vacancy on the Board may be filled for the remainder of the term by a qualified individual by Ordinary Resolution of the Directors.

**5.9 Suspension or Removal by the Members.** Any Director can be suspended or removed as a Director before the expiry of his/her term of office in accordance with the Act. The Members may elect a qualified individual to fill the resulting vacancy for the remainder of the term of the Director so removed, failing which such vacancy may be filled by the Board.

## **ARTICLE VI. OFFICERS**

**6.1 Composition.** The Board of Directors shall, at the first meeting of the Board of Directors held after the Annual Meeting of Members, appoint the following Officers:



- a. Chair; and
- b. Secretary.

**6.2 Appointment.** The Officers shall be appointed by the Board by Ordinary Resolution. The duties and responsibilities of each Officer shall be set out in Terms of Reference approved and amended from time to time by the Board of Directors. The Board may appoint additional Officers at its discretion.

**6.3 Term.** Unless determined otherwise by the Board of Directors, the term of office for an Officer shall be from the later of May 1<sup>st</sup> or the date of appointment through to April 30<sup>th</sup> of the following calendar year.

**6.4 Vacancy.** In the event of an Officer vacancy, the Board of Directors may appoint a new Officer for the remainder of the term.

**6.5 Removal of Officer.** An Officer may be removed before the expiry of his/her term of office by Ordinary Resolution of the Board.

## **ARTICLE VII. PROTECTION AND INDEMNITY OF DIRECTORS AND OFFICERS**

**7.1 Duty of Good Faith.** Each Director and Officer is expected to discharge the duties of office honestly, in good faith, and in the best interests of IGNITE. The standard of care, diligence and skill required is that which a reasonably prudent person would exercise in comparable circumstances.

**7.2 No Liability.** Provided that a Director has abided by this By-laws and the Policy and Procedures, and carried out duties in a reasonably competent and honest fashion, in good faith and in the best interests of IGNITE, no Director shall be held liable for money or property distributed or paid by the Corporation contrary to the Act.

**7.3 Indemnification.** Every Director and Officer of IGNITE, every former Director or Officer of IGNITE, or an individual who acts or acted at IGNITE's request as a Director or Officer, or in a similar capacity, of another entity, shall, from time to time and at all times, be indemnified and saved harmless out of the funds of IGNITE, from and against all costs, charges and expenses whatsoever that he/she sustains or incurs in respect of any civil, criminal, administrative, investigative, or other action or proceeding in which the individual is involved because of that association with IGNITE or other entity, provided that:

- a. The individual acted honestly and in good faith with a view to the best interests of IGNITE or other entity, as the case may be;
- b. If the matter is a criminal or administrative proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that his/her conduct was lawful; and
- c. The individual was not judged by any court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done.

**7.4 Permitted by Act or Law.** IGNITE shall also indemnify any such person in such other circumstances as the Act or the Law permits or requires. Nothing in this By-laws shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this By-laws to the extent permitted by the Act or Law.

## **ARTICLE VIII. AMENDMENTS TO THE BY-LAWS**

**8.1 By-Law and Effective Date.** Subject to the Letters Patent and the Act, the Board may, by resolution, make, amend, or repeal any By-law that regulate the activities or affairs of the Corporation. Any such By-law, amendment or repeal shall be effective from the date of the resolution of the Board until the next meeting of Members where it must be confirmed, rejected or amended by the Members by Ordinary Resolution. If the By-law, amendment, or repeal is confirmed, or confirmed as amended, by the Members, it shall remain effective in the form in which it was confirmed. The By-law, amendment, or repeal shall cease to have effect if it is not submitted to the Members at the next meeting of Members or if it is rejected by the Members at the meeting.

This Section does not apply to a By-law amendment that requires a Special Resolution (as defined by the Act) because such By-law amendments are only effective when confirmed by the Members.

Upon the enactment of this By-law, all previous By-laws and Constitutions of the Corporation shall be repealed. Such repeal shall not affect the previous operation of any By-law or Constitution or affect the validity of any act done or right or privilege, obligation, or liability acquired or incurred under, or the validity of any contract or agreement made pursuant to, or the validity of any Letters Patent of the Corporation obtained pursuant to, any such By-law or Constitution prior to its repeal. All Directors, officers, and person acting under any By-law or Constitution so repealed shall continue to act as if appointed under the provisions of this By-law and all resolutions of the Members and of the Board with continuing effect passed under any repealed By-law or Constitution shall continue as good and valid except to the extent inconsistent with this By-law and until amended or repealed.



**ENACTED** this 11<sup>th</sup> day of September, 2019.

Neto Naniwambote

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Chair

**CONFIRMED** by the Members this 22<sup>nd</sup> day of March, 2020.

Neto Naniwambote

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Chair

*Approved by the membership: January 22, 2020*