

22 October 2021

MEMORANDUM OF AGREEMENT

BETWEEN

McGILL UNIVERSITY

AND

**ARTS UNDERGRADUATE SOCIETY OF
McGILL UNIVERSITY INC. /
L'ASSOCIATION ÉTUDIANTE DE
PREMIER CYCLE DE LA FACULTÉ DES
ARTS DE L'UNIVERSITÉ MCGILL INC**

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**MEMORANDUM OF AGREEMENT made and entered into at the City and District of Montreal,
Province of Quebec**

BETWEEN

McGill UNIVERSITY, a University duly constituted by charter, having its principal office at 845 Sherbrooke Street West, in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as the "University")

AND

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC. / L'ASSOCIATION ÉTUDIANTE DE PREMIER CYCLE DE LA FACULTÉ DES ARTS DE L'UNIVERSITÉ MCGILL INC having its principal office at 855 Sherbrooke Street West Room B12B in the City and District of Montreal, Province of Quebec,

(hereinafter referred to as "the Association")

WHEREAS the University is committed to protecting the rights of the undergraduate student body as represented by the Association;

WHEREAS the University recognizes student groups as integral members of the University community;

WHEREAS the University and the Association are committed to preserving their positive relationship and in preserving the particular nature of the student associations, and in consequence, the present agreement is to be interpreted and acted on the basis of good faith;

WHEREAS the University and the Association wish to enter into an agreement respecting various matters including the assessment and collection of fees from students and the operation of University accounts for such fees;

WHEREAS a referendum of members of the Association approved the collection of fees for its operating expenses and the support of its activities;

WHEREAS, on the basis of said referendum, the Board of Governors of McGill University approved the collection of fees from members of the Association for said purposes;

WHEREAS the Association was incorporated of May 31, 1993 by Letters Patent issued pursuant to Part III of the Companies Act (Quebec) (**NEQ 1160034550**);

WHEREAS the Association was accredited on April 1, 2003 in accordance the Act Respecting the Accreditation and Financing of Students' Associations R.S.Q., chapter A-3.01 representing all undergraduate students in the Faculty of Arts;

WHEREAS the University and the Association wish to enter into a new agreement, in replacement of the previous agreement,

NOW THEREFORE, THE PRESENT AGREEMENT WITNESSES:

1. COLLECTION OF ASSOCIATION FEES

- 1.1. The University shall collect in each of the fall and winter sessions during the term of the present Agreement all fees from students duly registered at the University and assessed by the Association, such fees (the "Association Fees") to be used by the Association for its operating expenses and the support of the Association. The current Association Fee Schedule appears as **Appendix A** hereto. The Association represents all undergraduate students from the Faculty of Arts.
- 1.2. The Association Fees shall be included in the total student fee assessed by the University in respect of students and all University regulations pertaining to the assessment and collection of fees shall apply thereto.
- 1.3. The Association Fees shall be distributed yearly as follows:
 - The **first distribution** of the Association Fees shall be paid to the Association on **September 15** and shall reflect fee assessments from June 1 to August 31st.
 - The **second distribution** of the Association Fees shall be paid on **November 15th** and shall reflect the balance of the Fall Term assessments as at October 31st. There shall be no hold back of fees for either of these remittances.
 - The **third distribution** of the Association Fees shall be paid on **February 15th** and shall reflect the Winter Term fee assessments as at January 31st. An amount equal to 10% of the amount to be paid as the third distribution shall be held back by the University to account for changes in student registration occurring from February 1st to May 31st.
 - The **final distribution** of Association Fees shall be paid on **June 15** and shall reflect assessment as at May 31st, less the 1 % fee for bad debt charges (in accordance with section 1.4), the Annual Administrative Fee (in accordance with section 2.1) and any other amounts owed to the University as at April 30.
- 1.4. No charges shall be levied by the University for the collection of the Association Fees, however the University shall be entitled to receive 1% of the total fees assessed in each term as relief for the collection of bad debts. The University shall provide the Association with information on the level of bad debt resulting from its members.

- 1.5. At the option of the Association, the Association Fees may be credited to an internal account of the University with the prior written approval of the Association for the exclusive use of the Association.
- 1.6. No adjustments to the Association Fees shall be applied, collected or distributed by the University unless they are consistent with all University procedures and regulations pertaining to the assessment, collection and distribution of fees, and the Deputy Provost (Student Life and Learning) has confirmed in writing that the formalities required, by the Association's constitution for fee adjustments, by the University and by applicable law, have been followed.
- 1.7. All requests for new fees or fee changes must be sent in writing to the Deputy Provost (Student Life and Learning). The deadline to submit referendum questions to OSLL for review on the following table is to be considered a guideline. Reasonable time must be given for consultation on the referendum question before the referendum; however, referendum results must be submitted to OSLL by the stipulated deadline, giving reasonable time for consultation on the question before the referendum, in order to be implemented:

	Fall Implementation	Winter Implementation
Submit questions to OSLL for review	March 1	October 15
Results of referendum to OSLL	April 10	November 15

- 1.8. All requests made by the Association to verify the implementability of questions needed to change or create fee levies must be addressed by the Deputy Provost of Student Life and Learning (or their designate) within a reasonable timeframe.

2. ACCOUNTING SERVICES

- 2.1. The University shall provide certain accounting services to the Association for an Annual **Administrative Fee** in accordance with the schedule contained in **Appendix B**. This fee is subject to an annual review by the University. The services to be provided will include the following:
- 2.1.1. Monthly trust fund statements indicating fee revenues, distributions and expenses resulting in year to date totals.
- 2.1.2. Provision of regular lists on the Association's membership on a scheduled

basis; weekly in August/September and monthly the remaining months.

The Association shall request security access at the beginning of their mandate to access Minerva reports. The President of the Association must authorize all requests for access, and should the President require access, then two vice-presidents of the Association must authorize his/her request. Security authorization to Minerva reports shall terminate each year on June 15th. Employees of the Association who have been given access may keep their access upon confirmation by the current year's President.

- 2.2. Should the Association require any other lists, data sets or any other type of information on their membership or its financial records not already provided for in article 2.1 above or elsewhere in this Memorandum of Agreement, the University shall give effect to the request to the extent allowed by law and subject to the payment of an appropriate fee, and upon reasonable prior notice to Accountant, Student Affairs Office, Administration Building. This fee will be identified prior to fulfilling the request. The University is subject to the provisions of the Quebec *Act Respecting Access to Documents held by Public Bodies and the Protection of Personal Information* and therefore reserves the right to refuse to give effect to a request.
- 2.3. Notwithstanding article 2.1, should any programming changes be required to be performed by the University's Network Communications Services ("NCS") at the request of the Association, the University reserves the right to charge the Association the hourly rate for the work to be performed.
- 2.4. The University will not draw any funds from the account maintained by the University for the use of the Association or from the fees collected by the University for the Association without the Association's prior written approval, unless exercised as a remedy pursuant to article 8.1 hereto.

3. LOANS AND GRANTS

The Association may apply to the University from time to time for loans and grants in aid of activities or projects, the granting of which shall be in the sole discretion of the University.

4. INSURANCE

- 4.1. The Association shall ensure that its officers and employees are covered under the terms of an Employee Dishonesty Policy with a reputable licensed insurer, to maintain such policy in force at all times during the term of the present Agreement and to provide the University each year with a copy of such policy.
- 4.2. The Association shall be solely responsible for obtaining appropriate insurance necessary to conduct its activities, including and without limitation, comprehensive general liability insurance, including but not limited to libel, slander, defamation of character, loss of property damages and personal damages, and shall name the University as Additional Insured.
- 4.3. The Association shall provide evidence of coverage upon execution of the Agreement and annually thereafter. Evidence shall take the form of true copies of the relevant insurance policy or renewal certificate.
- 4.4. The Association shall hold harmless the University, its officers, employees and agents of and from any and all suits, claims or demands, and reasonable costs and expenses that may arise by reason of the operation of activities of the Association, or any act, neglect, omission of the Association, its directors, officers, employees, agents or persons engaged or retained by it.

5. MAINTENANCE AND AUDITING OF ACCOUNTS

- 5.1. All financial records, books and accounts of the Association shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 5.2. The Association shall provide the Deputy Provost (Student Life and Learning) with a copy of its annual audited financial statements within 150 calendar days of each financial year end. The Association's financial year-end is April 30.

- 5.3. The Association may request an extension from the Deputy Provost (Student Life and Learning) to provide a copy of its audited financial statements under extraordinary circumstances.
- 5.4. Upon reasonable notice from the University and upon reasonable cause, the Association shall make available for audit at no cost to the Association all documents relating to:
- (a) current contracts and expenditures;
 - (b) projected contracts and expenditures; and
 - (c) books, records and accounts.

The Association shall engage the services of a reputable auditing firm or chartered accountant in good standing with the **Order of Chartered Professional Accountants of Québec** to prepare the Association's annual financial statement and give notice of the same to the University on a timely basis. In the event the University does not find that firm acceptable, for whatever reasons, the Association shall appoint another firm subject to acceptance by the University.

6. USE OF THE MCGILL NAME OR EMBLEM

- 6.1. The Association recognizes the University is the owner of the intellectual property in the word "McGill" and the McGill trademarks which are duly protected by the *Trademarks Act*.
- 6.2. On a nonexclusive basis and solely in connection with its activities related to its role as a student association and in accordance with this Agreement, the University hereby grants the Association the right to use the word "McGill" in its name: **ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC./L'ASSOCIATION ÉTUDIANTE DE PREMIER CYCLE DE LA FACULTÉ DES ARTS DE L'UNIVERSITÉ MCGILL INC.** The present grant is not assignable.
- 6.3. Where permission to use the McGill name is granted, McGill may withdraw such permission at any time and for whatever reason, subject to notice and discussion with the Association.
- 6.4. The University's trademarks and emblems may not be used in connection with the Association's name or logo which shall be distinct from that of the University's.

A copy of the Association's approved logo and trademark appears in **Appendix C**.

Any change to the Association's approved logo or trademark shall be submitted in advance for confirmation by the Deputy Provost (Student Life and Learning) that the

proposed new logo or trademark conforms to the terms and conditions set out in this section. The Deputy Provost (Student Life and Learning) shall provide a written response within one week of the Associations' submission. Approval shall form an amendment to this agreement.

- 6.5. On a non-exclusive basis, for the term of this Agreement and in accordance with its conditions, the University hereby grants approval of the names of the Association's groups, clubs or services that do not have a separate agreement with the University ("the Groups") as they appear in **Appendix G** and subject to the following conditions:
- (i) The Association and its Groups shall respect the rights of the University as owner of the trade name and trademark "McGill" and shall comply to the conditions set out in this agreement;
 - (ii) The Groups shall use the names as they appear in **Appendix G** and shall adhere to the conditions set out in **Section 6** and the **Recitals of Appendix G**;
 - (iii) Where permission to use the McGill name is granted, McGill may withdraw such permission at any time and for whatever reason, subject to notice and discussion with the Association.
 - (iv) In all of their activities, advertisements and websites, the Association and Groups shall include the following notice prominently on advertisements and websites and shall identify themselves or their activity as either:

A [e.g. club, service, activity] of the AUS, an undergraduate students' association at McGill University"

-or-

"Operated by the AUS, an undergraduate students' association at McGill University."

- 6.6. Neither the Association, nor any of its Groups shall use or integrate the tradename, emblems or trademarks of the University with the name, emblems or trademarks of the Association or Groups.
- 6.7. For **event-specific permission** to use the name, emblems or trademarks of the University, the Association shall obtain express prior written permission from the Deputy Provost (Student Life and Learning) of the University. Permission shall be granted at the University's discretion and, where granted, is time-limited and not assignable. The University reserves the right to withdraw such permission at any time and for whatever reason.

- 6.8. The Association shall provide the Deputy Provost (Student Life and Learning) with an updated **List of Groups**.

Notwithstanding, any change to the **List of Groups** appearing in **Appendix G** (including any additions or deletions, or changes to a Group's name or to its described activity) shall be brought to the attention of the Office of the Deputy Provost (Student Life and Learning). The change shall be confirmed by the Deputy Provost (Student Life and Learning) after receiving the notice of change.

- 6.9. The Association acknowledges and accepts that any new Group of the Association shall adopt a name in one of the **Approved Forms for Group Names**, as set out in the category of activity in accordance with the **Recitals** in **Appendix G**, and approved by the University.
- 6.10. The Association shall ensure that all Groups are made aware of the conditions of the use of the University name and trademark, as outlined in this Agreement and the Association shall correct any misuse within two (2) weeks from the Association becoming aware of the misuse.

7. CONTRACTS AND LEGAL PROCEEDINGS

- 7.1. Any acts, contracts, and legal proceedings involving either party shall be the exclusive responsibility of that party.
- 7.2. Neither party shall enter into nor execute any cheques, contracts, documents, instruments, receipts, leases or other agreements in the name of the other party or in any way engage the liability of the other party thereon by any other means.
- 7.3. The Association shall not solicit or receive any gift, grant or bequest in the name of the University without the prior written consent of the University.
- 7.4. Should any legal proceedings or claims be taken or made against one party as a result of an act of the other, the said legal proceeding or claims shall be immediately referred to the other party which shall deal with it in a timely manner and at its own expense. Any costs or expenses incurred by the party for such legal proceedings or claim including, inter alia, any legal fees, condemnation, order, settlement, interest, judicial and extra judicial fees and costs, shall be entirely at the charge of the other party.
- 7.5. Either party shall have the option of engaging its own legal counsel to intervene in any legal proceedings in respect of the other party where its interests are involved. In such a case, all expenses, extra judicial fees and disbursements shall be borne exclusively by the party that has invoked this option.

8. RIGHT TO SET OFF

- 8.1. Should the University, following due notice to the Association, be required to pay any of the charges, costs, expenses, debts and claims which are by these presents to be borne exclusively by the Association, or should the Association be in any way indebted to the University, the University is authorized to collect or set off the said amount against the funds paid or payable to the Association hereunder.
- 8.2. In accordance with the present Agreement:
- a) The University must provide the Association with a written notice of the charges, costs, expenses, debts and claims providing complete details and documents relating thereto.
 - b) The Association shall have thirty (30) working days (or 60 calendar days between period May 1 and August 31) after the receipt of such notice in which to resolve and/or remedy the matter.
 - c) The University shall exercise its best effort to inform the Association as soon as possible within the same budget year (defined as the period June 1 to May 31) of any charges, costs, expenses, debts and claims on the part of the Association under this clause.

9. LIQUOR PERMITS

- 9.1 The Association shall apply for and maintain in its name necessary reunion liquor permits for any event, it and any of its groups, may hold from time to time for its own purposes.
- 9.2 The Association recognizes and reaffirms its commitment to respect article 39 of the *Quebec Act Respecting Liquor Permits (chapter P-9.1)* that specifies the Association may only hold a **reunion class liquor permit**, as defined in article 33 of the Quebec Act Respecting Liquor Permits (chapter P-9.1) for events held within University buildings or anywhere on University property. The hosting of such events is subject to prior express approval of the University and such other conditions as set from time to time.

- 9.3 The Association shall exercise its permits in accordance with all laws, municipal and government regulations and well as all internal requirements and policies of the University and appropriate standards of conduct, that include, but are not limited to those relating to:
- a. hosting on campus events only in approved University locations;
 - b. advertising these campus events, and the cost of alcohol, in accordance with the law;
 - c. purchasing, storing (as applicable) and serving the alcoholic beverages at these events in accordance with the law;
 - d. adhering to all requirements with respect to building, fire, security and room capacity.
- 9.4 The Association shall hold harmless the University for any and all claims, fees or fines arising from its exercise or omission to exercise its rights and duties under such permits and as host of these events.
- 9.5 The Association shall ensure that the events hosted by the Association shall include activities that allow members to socialize without requiring the purchase or consumption of alcohol for participation in the activity or event.

10. REPRESENTATIONS OF THE ASSOCIATION

- 10.1. The Association represents warrants and covenants that:
- 10.1.1. the charter documents, constitution and by-laws of the Association consist entirely of the documents remitted to the University concurrently with the execution of the present Agreement and which appear as **Appendix C**. The Constitution and by-laws of the Corporation are provided for reference purposes. The parties agree that no clause in the Constitution or By-laws shall modify or supersede this Agreement;
 - 10.1.2. a referendum of the Association members has been duly held in accordance with its constitution approving the existing Association Fees and such referendum continues to bind the Association and its members;
 - 10.1.3. it has amended its policies and procedures to provide for conflict of interest provisions respecting the hiring of employees, contracts with related parties and the administration of its affairs;
 - 10.1.4. it is and shall maintain its status as a corporation under Part III of the *Quebec Companies Act* whose membership is limited to regularly registered undergraduate music students.

- 10.1.5. Directors and Officers of the Association are undergraduate degree students of the University, registered in no fewer than 18 credits throughout the 18 consecutive months prior to their **initial** election, and as such they shall be subject to the ***Code of Student Conduct and Disciplinary Procedures***.
- 10.1.6. The Association commits to dealing, as best it sees fit, with improper behavior of its officers and board members, especially in cases that impact the ability of such individuals to carry out their roles, their credibility in such roles, or the reputation of the University by association with AUS. In doing so, the Association will respond promptly confirming receipt within 48 hours of any request from the University for the Association's Board of Directors to discuss the behavior of a particular Officer or Director. The University will keep this response in strict confidentiality.
- 10.1.7. all financial records, books and accounts of the Association shall be maintained in accordance with generally accepted accounting principles consistently applied.
- 10.1.8. The Association shall provide the Deputy Provost (Student Life and Learning) by December 1 each year :
- i. the Association's **Annual Declaration of Incorporation** as proof that the Association has maintained its incorporated status;
 - ii. a copy of the Association's annual **Audited Financial Statements** prepared in accordance with Article 5 herein;
 - iii. a copy of the annual **Certificate of Insurance** obtained in accordance with Article 4 herein;
 - iv. by Sept 30th, a copy of a complete **up-to date Appendix G**, as at September 30th, listing all Association Groups for the following academic year in accordance with Article 6 herein and the Recitals appearing in **Appendix G**; and
 - v. any changes to the documents remitted to the University concurrently with the execution of the present Agreement, at least once per year.

11. EVENT OF DEFAULT

- 11.1. Each of the following shall be considered an event of default:
- 11.1.1. when either the Association or the University breaches a term or condition of the present agreement or of any other agreement between the Association and the University;
 - 11.1.2. when the Association violates its charter, constitution or by-laws, or any duly approved regulations, rules or policies of the University some of which appear at www.mcgill.ca and in particular those in the University Administrative Handbook located at <http://www.mcgill.ca/adminhandbook>
 - 11.1.3. when in the course of or subsequent to an audit, the Association's auditors reports material fraud, error or misstatement of the books or financial records, accounts or corporate affairs of the Association;
 - 11.1.4. when the Association ceases to operate, dissolves, modifies its status, makes any general assignment for the benefit of the creditors, takes the benefit of any insolvency or bankruptcy act or if a receiver or trustee be appointed for the property of the Association or any part thereof.
- 11.2. In the event of default, the defaulting party shall be entitled to written notice of default and upon receipt of such notice, shall have 30 working days (or 60 calendar days between period May 1 and August 31) within which to remedy such default.
- 11.3. In the event of a dispute over the existence of a default, either party shall be entitled to submit the dispute to arbitration by giving the other party written notice no later than 90 calendar days from the date of the notice referred to in Section 11.2. Such notice shall suspend the delay granted to remedy the default referred to in Section 11.2.
- 11.4. Submission to arbitration shall be made in accordance with the provisions of the Quebec Code of Civil Procedures (Sections 620 and following) to one arbitrator chosen by the parties. The fees and expenses of the arbitrator shall be shared equally between the parties.
- 11.5. Notwithstanding section 11.3, the parties agree that it is in their best interest to resolve any dispute amicably. The parties agree to engage in an open and respectful dialogue between the Deputy Provost (Student Life and Learning) and the President of the Association with the aim of arriving at an amicable resolution of the dispute.
- 11.6. Any condition of default shall be subject to a prescription period of three (3) years.

12. REMEDIES

- 12.1. Upon an unremedied default at the expiry of the delay in section 11.2 or upon the confirmation of the occurrence of a default by an arbitor pursuant to sections 11.3 and 11.4, which remains unremedied at the expiry of the delay in section 11.2, the present Agreement may be resiliated forthwith upon written notice to the defaulting party.
- 12.2. Upon the occurrence of an unremedied event of default by the Association, in accordance with section 11, all funds for the accounts of the Association shall be allocated to an interim trust fund ("Trust Fund") administered by the University and overseen by a committee of five (5) members comprising of two University representatives, two Association representatives and chaired by a person selected by agreement of the parties. The Committee shall oversee the administration of the Trust Fund until such time as the Association has been restructured and reinstated or as a new Agreement has been entered into, if applicable.
- 12.3. It is expressly agreed that such resiliation shall be in addition and without prejudice to all other rights as provided by law or herein.

13. STUDENT PUBLICATIONS

- 13.1 The University recognizes that the Association's role as a representative body of students may necessitate the publication of newspapers, newsletters and periodicals directed toward its members;
 - 13.1.1 The Association publishes in paper format the publications entitled *Steps Magazine* and *The Veg* ("Publication"), a copy of the first and second pages appears in **Appendix D**.
 - 13.1.2 the Publications shall display on the title page, the Association's logo and the name of the Publication as well as the following notice immediately below the Publications' name:

"Published by the AUS (Arts Undergraduate Society).
 - 13.1.3 the Publication shall also contain the following notice on the second page in at least 9-point font, or on the Publication's website:

"This Publication is published by the Arts Undergraduate Society of McGill University, a student society at McGill University. The content of this publication does not necessarily represent the views of the Arts Undergraduate Society or of McGill University.

- 13.2 The Publication shall not display the McGill name, crest or logo in the title page or on its masthead.
- 13.3 The parties recognise that the editorial, reporting and advertising content of the Publication is the sole and exclusive responsibility of the Association. It is understood that the University shall not be responsible or liable for the editorial, reporting or advertising content of the Publications.
- 13.4 The Association may distribute the Publication on campus at no cost by leaving copies at defined locations in the buildings designated by the University.
- 13.5 The Association will not create new publications without the prior approval and authorization of the Deputy-Provost (Student Life and Learning).
- 13.6 Notwithstanding the generality of the foregoing, the permission granted to the Association under this Agreement does not extend to the distribution of commercial flyers and advertisements for third parties; either placed loosely within the Publication or distributed with the Publication (whether or not placed on the newsstands), which is strictly prohibited.

14 BUSINESS ACTIVITIES

The following are the general principles governing the business activities of the Association:

- 14.1 The Association is entitled to engage in the revenue-generating activities as listed in **Appendix E**. The Association must receive the University's prior written approval for changes in the use of University space for revenue-generating activities as listed in **Appendix E**.
- 14.2 The Association must have the University's prior written agreement in signing any contracts or agreements with external parties, for Association's business purposes that lead to the use of University space and/or facilities by such external parties.
- 14.3 When University space and/or facilities are used for business activities, the University must be reimbursed appropriately for the costs associated with the use of such space and/or facilities; these may include but not be limited to the payment of electricity, janitorial and maintenance charges. The University shall provide the Association details and documents of such charges, upon request.
- 14.4 Any University space or facilities used for business activities may be subject to a lease or other formal arrangement that may include the payment of rent.
- 14.5 All costs, taxes and fees associated with the use of the space or facilities that may

become due is the responsibility of the Association.

- 14.6 The University and the Association will undertake to discuss contracts or agreements with external parties regarding certain business activities which may lead to the recovery of costs for the University as well as generate sufficient income to the benefit of both the University and the Association.

15 LOCATION

- 15.1 In accordance with its status as a recognized student association, the University shall provide the Association with a room at no charge that shall constitute an office from which to conduct its activities. The location of this room shall be on or around the Montreal campus of the University and shall constitute the Association's principal premises. The current location of this room appears in **Appendix F**.
- 15.2 The University further grants to the Association the use of the University space and/or facilities appearing in **Appendix F** at no charge for the term of this Agreement only for the stated purpose. No change may be made to the use of the space and/or facilities without the express prior approval of the Deputy Provost (Student Life and Learning).
- 15.3 Any request for additional space shall be made to the Deputy Provost (Student Life and Learning) and shall be subject to availability. All such space shall be confirmed in writing by the Deputy Provost (Student Life and Learning) whose confirmation shall constitute an amendment to this Agreement.
- 15.4 The University reserves the right to bill the Association for any extraordinary cleaning or repair necessitated as a result of an Association-sponsored activity in University premises listed in either **Appendix E** or **F**.
- 15.5 Subject to six (6) months notice, sent no later than September 1 and no earlier than April 30 with a copy to the Deputy Provost (Student Life and Learning), the Association shall vacate the space at the University's request should the University deem it necessary or advisable to use the space for other University purposes.
- 15.5.1 Should the University ask the Association to vacate the space provided to it, the University will provide the Association with a space pursuant to the Act Respecting the Accreditation and Financing of Students' Associations.

16 TELEPHONE, MAIL AND E-MAIL

As long as the Association is located in a University building, the Association shall be entitled:

- 16.1 to purchase telephone services from the University, including the "398" exchange number, long distance services, internal switching and University directory listings. No equipment other than that provided by McGill Network and Communications Services may be attached to lines provided by McGill
- 16.2 to purchase backbone connectivity and internet access for their computers. This does not include a right to web casting. This may be subject to a separate agreement.
- 16.3 to use the University's e-mail system subject to the Association, its employees, officers and volunteers respecting University policies including but not limited to the ***Policy on the Responsible Use of McGill Information Technology Resources***.
- 16.4 use the University's mailing system, including internal delivery. The Association shall pay for all costs associated with the use, including but not limited to, the cost of external mail sent through the University mailing system.
- 16.5 Subject to the conditions set out in Articles 6 and 13, the University grants the Association the right to use "McGill" within its domain name www.ausmcgill.ca within the Associations' own independent interactive website.
- 16.6 The Association shall pay for all costs associated with the integration and the use of these systems as set from time to time. Integration in these University systems is a privilege which may be revoked should the University reasonably believe that the Association has used any system in a manner contravening McGill policy.

17 STAFF STATUS

All staff hired by the Association shall have exclusive Association employment status. The working conditions, including payroll, of the Associations staff shall be determined solely by the Association.

18 TEXTBOOKS AND CASEBOOKS

The Association shall not be entitled to sell new or second-hand textbooks or casebooks or other course material unless authorized by the University Bookstore.

The reproduction and distribution of any class notes produced by the AUS are not subject to this provision, nevertheless the AUS shall be required to deal directly with the authors to secure consent and to pay such royalties as their agreement provides.

19 TERM AND REVIEW

The term of the present agreement is five (5) years beginning on **June 1, 2021** and ending on **May 31, 2026**. Twelve (12) months prior to the expiration of the term, the parties shall review in good faith the terms and conditions with a view to renew on a mutually agreeable basis. In the event the parties are unable to agree on the terms of renewal, the terms of the present agreement shall be extended for a maximum of nine months, over which parties will continue negotiating the agreement.

20 NOTICE

Any notice to be given by the present Agreement shall be given to the University at its above-mentioned address to the attention of the Deputy Provost (Student Life and Learning) and to the Association addressed to the attention of its President or any available officer should the President not be available.

21 ENTIRE AGREEMENT

This present Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements, undertakings, negotiations and discussions of the parties.

22 LANGUAGE


The parties to the present Agreement have requested that the present Agreement and all documents and notices related therewith be drafted in the English language. *Les parties à la présente ont demandé que la présente convention et tout document ou avis y afférent soit rédigés dans la langue anglaise.*

AND THE PARTIES HAVE SIGNED:

**ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY INC./
L'ASSOCIATION ÉTUDIANTE DE PREMIER CYCLE DE LA FACULTÉ DES ARTS
DE L'UNIVERSITÉ MCGILL INC**


Per: 
Adin Chan
President

19/02/2022
Date

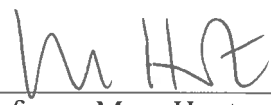
Per: 
Mackenzie Yorke
Vice-President (Internal)

19/02/2022
Date

McGill UNIVERSITY

Per: 
Professor Fabrice Labeau
Deputy Provost
(Student Life and Learning)

18/1/2021
Date

Per: 
Professor Mary Hunter
Interim Dean of Arts

15/2/2022
Date

APPENDIX A

Association Fee Schedule in accordance with Article 1 of this Agreement

As of March 2021

All Undergraduate Students on the Downtown Campus

Description	Amount	Start Date	End Date	Next referendum date	Opt out
<u>Students' Society Membership Fee</u>	\$13.50 Full-time (9 and over credits) - BA students				No
	\$6.75 Part-time (less than 9 credits) - BA students				No
	\$6.75 Full-time (9 and over credits) - BA & Sc students				No
	\$3.38 Part-time (less than 9 credits) - BA & Sc students				No

Other Fees:

Arts Undergraduate Theatre Fee	\$2 FT/1 PT	2013-09	2022-01	2021-09	No
Arts Computer Lab Fund	\$5.50 FT/3.28 PT	2010-09	2022-01	2021-09	Yes
Arts Improvement Fund	\$16.00 FT/8.00 PT	2010-09	2022-01	2021-09	Yes
Arts Student Employment Fund	\$10.00 FT /5.00 PT	2012-09	2022-01	2021-09	Yes
Arts Undergraduate Sustainability and Ethical Procurement Fee	\$2 FT/1 PT	2020-01	2023-09	2023-01	Yes
SUS Lab Improvement Fund (Arts & Sciences)	\$12 Arts/6 Arts and Science	2015-09	2025-01	2024-09	No

Students in the BA & Sc degree pay ½ of the above fees.

Excluding:

- a) Continuing Education students (i.e. members of MACES)
- b) all exchange students (i.e. who do not pay fees to McGill)

APPENDIX B

Annual Administrative Fee Schedule in accordance with Article 2 of this Agreement

Amount of Association Fees Collected	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
\$0-\$99,999	580	596	612	629	646
\$100,000-\$149,999	869	893	917	942	967
\$150,000-\$199,999	1160	1192	1224	1258	1292
\$200,000-\$249,999	1449	1473	1497	1521	1546
\$250,000 or more	2029	2062	2096	2130	2165

Rate of increase based on the average base rate of indexation of compulsory institutional fees (FIO) for the past five years, rounded to the nearest dollar. The average for the years 2016 to 2020 is 2.72 percent.

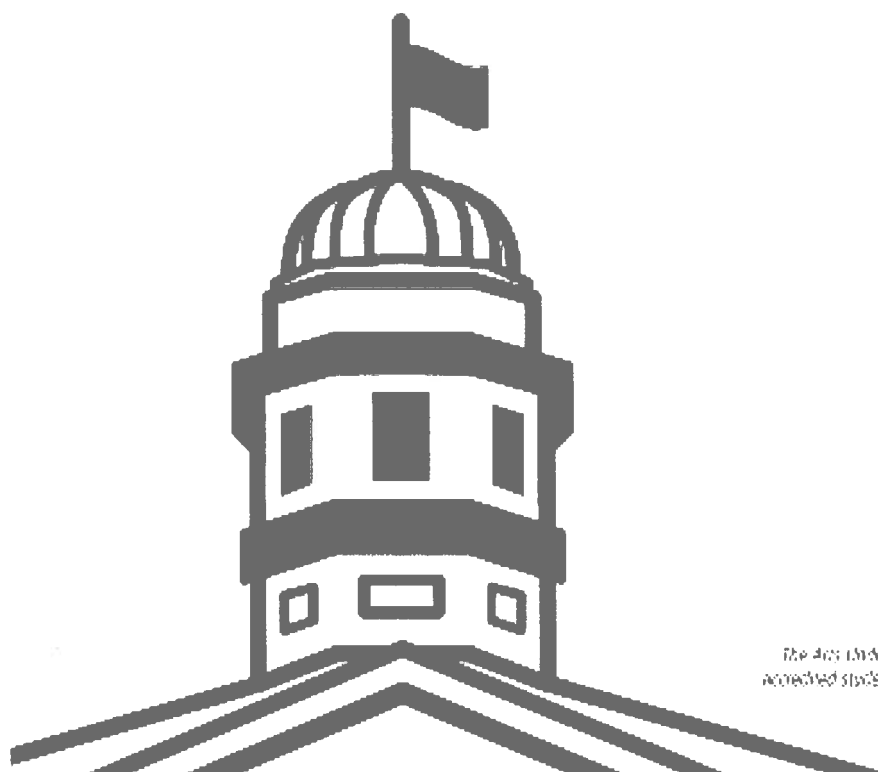
APPENDIX C

Documents in accordance with Article 10 of this Agreement

Includes copies of:

- i. Constitution and By-laws
- ii. Annual Declaration of Incorporation 2021
- iii. Copy of the Insurance Certificate 2021
- iv. Copy of the Audited Financial Statements 2021
- v. Copy of the Association's Approved Logo

Constitution of the AUS



Québec 

*The Arts Undergraduate Society of McGill University is an
accredited student association under R.S.Q., Chapter A-3.01*

Revision History

May 1993

April 1996

February 2005

March 2009

November 2011

January 2012

April 2012

November 2012

March 2013

November 2013

February 2014

March 2014

March 2015

March 2016

November 2016

November 2017

November 2018

November 2019

March 2021

PART I: The AUS

ARTICLE 1 – ESTABLISHMENT

- 1.1 The Society shall be known as the Arts Undergraduate Society (AUS) of McGill University or L'Association Étudiante de la Faculté des Arts de l'Université McGill (AEFA), hereinafter the AUS.

ARTICLE 2 – MANDATE

- 2.1 The AUS exists to:
 - 2.1.1 Represent all McGill students in the Faculty of Arts and to promote their welfare and interests;
 - 2.1.2 Provide activities and services to enhance the educational, cultural, environmental and social conditions of its members.
- 2.2 The AUS shall be recognized by its members and the Students' Society, Senate and Board of Governors of McGill University as representative of all undergraduate Arts students registered at McGill University.
- 2.3 The AUS recognizes both English and French as languages of the organization
 - 2.3.1 The Constitution of the AUS will be available English and in French
 - 2.3.2 In the case of a discrepancy between the English and French versions of this Constitution, the English version shall be deemed authoritative.

ARTICLE 3 – MEMBERSHIP

- 3.1 The membership of the AUS shall be composed of all undergraduate students currently registered at McGill University in the Faculty of Arts, subject to payment of fees prescribed in Article 4.

ARTICLE 4 – MEMBERSHIP FEES

- 4.1 The AUS Council shall establish a society fee, which shall be paid by every member of the AUS.

- 4.1.1 Members who are full-time Bachelor of Arts students (as defined by McGill University) shall pay one hundred percent (100%) of the society fee.
- 4.1.2 Members who are part-time Bachelor of Arts students (as defined by McGill University) shall pay fifty percent (50%) of the society fee.
- 4.1.3 Members who are full-time and part-time Bachelor of Arts & Science students (as defined by McGill University) shall pay fifty percent (50%) of the applicable society fee.
- 4.2 The society fee shall be collected from each member by the Cashier of McGill University and forwarded to the AUS.
- 4.3 Any change in the society fee shall be subject to ratification by the AUS' members voting in a referendum called for that purpose.

ARTICLE 5 – FINANCES OF THE SOCIETY

- 5.1 The financial year of the AUS shall be the first (1) of June to the thirty-first (31) of May of the following year.
- 5.2 The total expenditures of the AUS in any year shall not exceed its total revenues. A specific vote requiring two-thirds (2/3) majority must be taken and passed at Council if a deficit is to be incurred in any year.
- 5.3 There shall be a set of financial bylaws of the AUS, which will govern the finances of the organization.
- 5.4 The accounts of the AUS shall be maintained according to standard accounting practices and shall be available to the membership.
 - 5.4.1 Any member wishing to see the accounts of the AUS must submit a request in writing to the Vice-President Finance.
 - 5.4.2 The Vice-President Finance shall respond to any requests by members to see the accounts of the AUS within one (1) full week.

PART II: ORGANIZATION

ARTICLE 6 – POWERS AND DUTIES OF THE AUS COUNCIL

- 6.1 The governing body of the AUS shall be known as the Legislative Council (hereinafter, Council) and as such shall:
- a) Recognize the supremacy of the AUS Constitution and be bound by it;
 - b) Be empowered to make all decisions and take action on behalf of the AUS in accordance with and subject to the constraints imposed by the General Assembly;
 - c) Adopt the AUS annual budget;
 - d) Establish Committees of Council where and when it deems necessary;
 - e) Have the power to mandate any of its representatives to adopt and defend a specific stance.
- 6.2 The terms of office for members of the AUS Council, other than the Vice-President of Finance (*Article 12.10*), shall be from May first (1) to April thirtieth (30).
- 6.3 AUS Council shall have the power to mandate the votes of its representatives to both the SSMU (Students' Society of McGill University) Council and the McGill University Senate, with a vote of the majority of AUS Council.
- 6.4 AUS Council shall have the power to mandate its representatives to both the SSMU Council and the McGill University Senate to bring forward questions to those bodies, respectively.

ARTICLE 7 – MEMBERS OF THE AUS COUNCIL

- 7.1 The Council shall consist of:
- a. The members of the Executive Committee as defined in Article 11;
 - b. A representative of each of the Faculty of Arts Departmental Associations and Programs to be chosen in accordance with their respective Association's constitution in reference to Article 8.2;
 - c. All Arts Representatives to the University Senate, the number of which is to be determined by the SSMU Constitution;
 - d. The Vice-President External of the First-Year, Events, Academic and Representative Council;
 - e. A representative from the AUS Environmental Council (AUSec).
 - f. The Speaker of Council (non-voting);

- g. The Recording Secretary (non-voting);
- h. A representative from the AUS Equity Committee;
- i. A representative from the AUS Financial Management Committee (FMC);
- j. A representative from the Arts Community Engagement Committee;
- k. A representative from the Event Planning and Involvement Committee.

7.2 The Arts Representatives to SSMU Council shall:

- a. Be voting members of SSMU Council and be bound by the SSMU Constitution and by-laws;
- b. Consult with AUS council and reasonably represent the prevailing views of Council at SSMU Council meetings;
- c. Report the relevant and/or important discussions and decisions of SSMU to Council and of Council to SSMU;
- d. To serve as a liaison between Arts students, AUS Legislative Council, AUS Executive Committee, and the SSMU Legislative Council; and for the purpose of pursuing student initiatives.
- e. Each Arts Representative must sit on at least one of the following committees: Student Affairs Committee of the Faculty of Arts, the Curriculum Committee of the Faculty of Arts, or the Faculty of Arts Committee;
- f. Liaise and collaborate with the Executive Committee to improve representation and service provision for AUS members.

7.3 The Arts Representatives to the University Senate shall:

- a. Be elected and removed from office subject to the SSMU Constitution;
- b. Be voting members of the AUS Council;
- c. Consult with AUS Council and represent and be guided by the views of Council at Senate meetings;
- d. Report the relevant decisions and discussions to AUS Council; Serve as a liaison between Arts students and the Senate;
- e. All Arts Senators must sit on the Faculty of Arts Committee.

7.4 The Speaker of Council:

- a. Is the neutral mediator of Council;
- b. Is appointed by the Executive Committee, and ratified by Council;
- c. Shall be a non-voting member of Council;
- d. May be removed by a two-thirds (2/3) vote of Council or a General Assembly.

7.5 The Recording Secretary:

- a. Is appointed by the Vice-President Communications, and ratified by Council;
- b. Shall take the minutes of Council;
- c. Shall be a non-voting member of Council;
- d. Shall transmit the minutes to the Vice-President Communications.

- 7.6 No member of the AUS may concurrently hold more than one position on Council.
- 7.7 No member of the AUS may hold an Executive position for more than two consecutive academic years.

ARTICLE 8 – DEPARTMENTAL ASSOCIATIONS

- 8.1 Each Department and Interdisciplinary Program in the Faculty of Arts shall be entitled to a Departmental Association.
- 8.2 Departmental Associations must hold annual elections in accordance with the AUS Departmental Electoral By-Laws and their Constitutions.
 - 8.2.1 Any member of a Departmental Association shall be eligible to run for office and vote in that Departmental Association's election.
 - 8.2.2 Council may grant a waiver of an annual electoral process for a specific departmental association, by a two-thirds vote.
- 8.3 Each Departmental Association shall have a single vote on Council, in accordance with Article 9 of the Constitution.
- 8.4 Each Departmental Association must send a minimum of one (1) student representative from its Departmental Association to sit on a minimum of one (1) AUS or Faculty of Arts Committee, not including AUS Council.
- 8.5 Departmental Associations must have their own Constitution. The Vice-President Internal of the AUS must keep updated copies of all Departmental Association constitutions.
- 8.6 Departmental Associations may not issue their own compulsory student fee, independent of the AUS base fee.
- 8.7 Departmental Associations shall recognize the supremacy of the AUS Constitution, the AUS General Assembly, By-Laws, and Council.

ARTICLE 9 – MEETINGS OF COUNCIL

- 9.1 Quorum for a meeting of Council shall be half (50%) of its voting member

- 9.1.1 Departmental Associations will have their seat and funding on AUS Council suspended indefinitely if they fail to attend two (2) or more scheduled meetings per semester.
 - 9.1.1.1 Departmental Associations with suspended seats and funding must notify the AUS Speaker of the Council, in writing five (5) days prior to the next Council meeting, to be put on the agenda, should they wish to reclaim their seat and funding.
 - 9.1.1.2 The seats and funding can be reclaimed by a majority vote at the above council meeting
- 9.1.2 Departmental Associations who fail to attend two (2) or more Council meetings per semester will lose their funding for the semester.
- 9.1.3 The Speaker of Council, may at their discretion, allow for excused absences, which shall not count as absences pursuant to 9.1.1 and 9.1.2.
- 9.1.4 The Speaker shall not recognize a suspended seat for the purposes of quorum.
- 9.1.5 Members of the Executive Committee, Arts Representatives to SSMU, and Arts Representatives to the University Senate who fail to attend four (4) or more Council meetings without a legitimate excuse at the discretion of the Speaker will have their seats suspended.
 - 9.1.5.1 The seats can be reclaimed by a majority vote of AUS Councillors.
- 9.2 The Council shall hold regular meetings at least every other week while classes are in session during the fall and winter semesters.
- 9.3 Except where otherwise specified in this Constitution and by-laws, voting and procedure shall be as specified in the newest edition of *Robert's Rules of Order Newly Revised*.
- 9.4 Notice of all meetings shall be given to all members of Council at least three (3) days in advance. In pressing and substantial cases, the President or Executive Committee may call an emergency meeting twenty-four (24) hours in advance.
 - 9.4.1 Departmental Associations will have their seat on AUS Council suspended indefinitely if they fail to attend two (2) or more emergency meetings over the course of the academic year. Seats can be reclaimed in the same manner as in 9.1.1.1

9.4.2 The President must notify the members by email

9.5 All AUS Council meetings shall be open to its members with the exception stated in Article 9.6.

9.6 The Council may, when deemed necessary, conduct closed meetings, with a vote of two-thirds (2/3) of the Council in favor of such a motion.

9.7 The President shall chair Council meetings in the Speaker's absence.

9.8 The Vice-President Communications shall take minutes at Council meetings in the Recording Secretary's absence.

ARTICLE 10 – COMMITTEES OF COUNCIL

10.1 Standing Committees of Council shall include but are not limited to:

- a) Executive Committee;
- b) Arts Valedictorian Selection Committee
- c) Financial Management Committee (FMC);
- d) Constitutional and By-Law Review Committee (CBRC);
- e) First-Year Events, Academic, and Representative Council (FEARC);
- f) Arts Undergraduate Improvement Fund Committee (AUIFC);
- g) Event Planning and Involvement Committee (EPIC);
- h) Arts Undergraduate Society Environment Committee (AUSec);
- i) Marketing Committee;
- j) Sponsorship Committee;
- k) Equity Committee;
- l) Arts Community Engagement (ACE) Committee;
- m) Fine Arts Council (FAC);
- n) Arts Computer Lab Fund Committee;
- o) Library Partnership Committee;
- p) Arts Student Employment Fund Committee;
- q) Ethical Business Practices Committee
- r) Arts Career Advancing Program Oversight Committee
- s) Francophone Commission;
- t) Arts Internship Office Advisory Committee.

10.2 All activities of the standing Committees outlined in Article 10.1 of this Constitution shall be presented by the respective chair to Council at least once a semester

- 10.3 Council may establish new Standing or Ad-hoc Committees as it sees fit to carry out the AUS' objectives.
- 10.4 All members of the AUS are eligible to become members of AUS Committees.

ARTICLE 11 – THE EXECUTIVE COMMITTEE

- 11.1 There shall be a Committee of Council called the Executive Committee, which shall govern the AUS between meetings of Council in a manner consistent with policies set out by Council and the General Assembly.
- 11.2 The Executive Committee shall be composed of:
- a) The President;
 - b) The Vice-President Academic;
 - c) The Vice-President Communications;
 - d) The Vice-President External;
 - e) The Vice-President Internal;
 - f) The Vice-President Social;
 - g) The Vice-President Finance;
 - h) The Arts Representatives to SSMU.
- 11.3 Arts Representatives to SSMU will serve as non-voting members of the Executive Committee including during confidential sessions.
- 11.4 No member of the AUS Executive Committee may concurrently serve as a Departmental Executive.
- 11.5 Quorum for a meeting of the Executive Committee shall be four (4) voting Executive officers.
- 11.6 Positions on the AUS Executive Committee shall be considered service-oriented: to provide representation, events, and services for members of the Arts Undergraduate Society.
- 11.6.1 To improve accessibility to positions on the AUS Executive Committee outlined in Article 11.2, members of the AUS Executive Committee who demonstrate financial need in accordance with McGill Work Study eligibility criteria shall be eligible for remuneration for their tenure on the AUS Executive Committee through the AUS Work Study Program (AUS WSP).

ARTICLE 12 – POWERS AND DUTIES OF EXECUTIVE OFFICERS

- 12.1 The Executive Committee shall ensure communication between Council and the members of the AUS.
- 12.2 The Executive Committee shall have all the powers of Council between meetings of Council, except that it shall not entertain motions to amend this Constitution and by-laws. In the case of course fee approvals, the procedure outlined in FIO bylaw 2.3 must be followed.
 - 12.2.1 Official votes of the Executive Committee may not take place on social media messaging platforms including, but not limited to: Facebook, Twitter, and Instagram. Official votes are binding and do not include straw polls.
 - 12.2.1.1 If the Executive Committee wishes to hold official votes on an online messaging platform not explicitly prohibited in the proceeding clause, they must seek approval from Council by a $\frac{2}{3}$ majority.
- 12.3 All resolutions and actions of the Executive Committee taken between Council meetings must be submitted to the next Council meeting for ratifications.
 - 12.3.1 The Executive Committee shall not vote on matters which Council has already voted on themselves.
- 12.4 The President shall:
 - a. Coordinate and supervise the affairs of the AUS, with respect to the mission of the Society;
 - b. Be responsible for fulfilling the obligations of the AUS to McGill University as outlined in the AUS's memorandum of agreement with the University;
 - c. Be the official spokesperson for the AUS in a manner consistent with the policies set up by Council and the General Assembly;
 - d. Be *ex officio* on all AUS Committees;
 - e. Ensure the continuity of the operations of the AUS;
 - f. Liaise with legal counsel, when necessary;
 - g. Chair the following committees:
 - i. Executive Committee
 - ii. Constitutional and By-Law Review Committee
 - iii. Arts Computer Lab Fund Committee
 - iv. AUS Equity Committee
- 12.5 The Vice-President Academic shall:
 - a. Be responsible for all educational, curricular, and academic affairs of the AUS;

- b. Be responsible for coordinating and leading the representation of the AUS on Faculty and Academic Committees
- c. Be a liaison between the AUS, the Faculty of Arts administration and other McGill units providing academic services to AUS members;
- d. Advocate for student academic needs and concerns in a manner consistent with the policies set by Council and the General Assembly;
- e. Represent the prevailing views of Council and the General Assembly at all Faculty and
- f. Supervise the AUS's academic support networks;
- g. Create and improve academic opportunities for students;
- h. Administer the Essay Centre
- i. Administer AUS Peer Tutoring
- j. Chair the following committees:
 - i. Academic Affairs Committee
 - ii. Library Partnership Committee
 - iii. Arts Student Employment Fund Committee
 - iv. Arts Internship Office Advisory Committee

12.6 The Vice-President Communications shall:

- a. Communicate to students the goals and activities of the AUS;
- b. Publish a regular email listserv;
- c. Maintain the AUS's online presence, including but not limited to the AUS website and AUS social media;
- d. Manage the promotion and publicity of the AUS and its activities, including overseeing graphic design and photography;
- e. Work to fulfill the AUS' commitment to bilingualism and inclusive communication;
- f. Encourage creative and artistic opportunities in the AUS;
- g. Administer the Photography Services
- h. Chair the following committees:
 - i. Marketing Committee
 - ii. The Fine Arts Council (FAC)

12.7 The Vice-President External shall:

- a. Liaise with other faculty associations, the SSMU, and the Montreal community;
- b. Be a voting member of SSMU Council in a manner consistent with the policies set by Council and the General Assembly;
- c. Communicate and respond to any external issues that may affect the AUS or its members in a manner consistent with the needs of its members;
- d. Enhance the career and post-graduate prospects of all AUS members;
- e. Liaise with alumni organizations to strengthen relationships with Arts alumni and organize alumni-student events;

- f. Chair the following committees:
 - i. Arts Community Engagement (ACE) Committee
 - ii. Sponsorship Committee
 - iii. International Student Affairs Commission (ISAC)

12.8 The Vice-President Internal shall:

- a. Oversee the functions of the Departmental Associations; Act as a liaison between Departmental Associations and the AUS;
- b. Promote the interests of Departmental Associations within the AUS;
- c. Be responsible for internal entities of the AUS that do not fall explicitly under any other portfolio;
- d. Act as a resource person for the Departmental Associations in matters regarding resources and affairs of the Arts Undergraduate Society;
- e. Be responsible for keeping record of volunteers for the AUS and recognizing their contributions;
- f. Serve as the ombudsperson of the AUS;
- g. Work to maintain and improve the Arts Lounge as a student space;
- h. Manage all table bookings and lounge bookings
- i. Chair the following committees:
 - i. First Year Events, Academic and Representative Committee (FEARC)
 - ii. The AUS Environmental Council (AUSec)

12.9 The Vice-President Social shall:

- a. Organize social and cultural activities for the members of the AUS;
- b. Work with the Vice-President Internal in aiding Departmental Associations in running social events;
- c. Work with the Vice-President Communications to actively seek input on the programming interests of the members of the AUS;
- d. Work with the Vice-President External to seek potential expansion or improvement of programming by way of partnerships with other groups;
- e. Oversee the operations of Bar des Arts;
- f. Hire and chair the AUS Frosh Committee, as governed by the Frosh Bylaws
- g. Organize an event for graduating AUS members;
- h. Maintain a working relationship with McGill Security Services, when necessary;
- i. Coordinate the Event Planning and Involvement Committee (EPIC).
- j. Ensure that all social and cultural activities are equitable and sustainable.

12.10 The Vice-President Finance shall:

- a. Advise the AUS Council and departmental executives on all financial matters of the AUS;

- b. Prepare the AUS's Budget in accordance with the financial regulations of the AUS;
- c. Ensure that all AUS student fees are spent in a manner consistent with their intended purpose;
- d. Keep proper accounts and records in accordance with the AUS' By-laws;
- e. Prepare and present to members of Council a bi-annual revenue and expense report;
- f. Ensure the AUS' preparation for and receipt of audited financial statements;
- g. Act as a resource for all AUS groups seeking to finance their events and initiatives.
- h. Chair the following committees: the Financial Management Committee (FMC)
 - i. the Arts Undergraduate Improvement Fund Committee.
 - ii. the Ethical Business Practices Committee

12.11 Each member of the Executive Committee shall be responsible for the preparation of a transition manual for his/her successor.

12.11.1 These shall include procedures, records, and previous transition documents.

12.12 In the event of the resignation or the impeachment of the President, the Vice-President Internal shall assume the duties of the President until a by-election, if deemed necessary by Council is held. Should a by-election not be held, the Vice President Internal will remain President until April thirtieth (30th).

12.13 In the event that a position on the Executive Committee is or becomes vacant, the Council or General Assembly shall elect a replacement, in accordance with the Electoral by-laws, from amongst its members or choose a member of an official committee (as stipulated in article 10.1) until a by-election, if deemed necessary, is held.

12.14 In the event of a leave of absence by any member of the Executive Committee or Arts Representative to SSMU, Council shall have the authority, if deemed necessary, to appoint a temporary replacement from amongst its members.

12.15 The AUS Executive Committee shall hire an Executive Assistant, a permanent full-time staff member, whose salary shall be paid for by student fees.

PART III – ELECTIONS AND REFERENDA

ARTICLE 13 – GENERAL ELECTIONS

- 13.1 All members of the AUS shall be eligible to vote in AUS elections.
- 13.2 There shall be a set of Electoral By-Laws inscribed in the by-laws of the AUS. Elections shall be conducted in accordance with this Constitution and by-laws.
- 13.3 Elections and Referenda shall be passed by plurality, excluding referenda that amend the AUS Constitution, which shall be passed by a two-thirds (2/3) majority of all votes cast.

ARTICLE 14 – ELECTORAL OFFICERS

- 14.1 There shall be a Chief Returning Officer (hereinafter referred to as the CRO), who shall be responsible for the general conduct and execution of elections and referenda and shall fulfill this duty with impartiality.
 - 14.1.1 The CRO shall be appointed by the Executive Committee and ratified by Council.
- 14.2 A decision made by the CRO or Elections AUS concerning the interpretation of articles in this Constitution and by-laws regarding elections and referenda, shall be considered binding, subject to an appeal to the Judicial Board.
- 14.3 The Council shall ratify the appointment of the Deputy Returning Officers (DROs).

ARTICLE 15 – ELIGIBILITY

- 15.1 All members of the AUS in satisfactory standing, as determined by McGill University, shall be eligible to stand for election to any of the AUS Executive positions.
 - 15.1.1 Only members of the AUS enrolled in the Bachelor of Arts program in satisfactory standing, as determined by McGill University, shall be eligible to stand for election to the Arts Representative to SSMU positions.
- 15.2 All elected individuals must remain members of the AUS throughout their mandate.

ARTICLE 16 – PROCEDURES OF ELECTIONS AND REFERENDA

- 16.1 There shall be a set of Electoral Regulations inscribed in the by-laws of the AUS, governing the elections and referenda of the AUS.

PART IV – GENERAL ASSEMBLY

ARTICLE 17 – GENERAL ASSEMBLY

- 17.1 A General Assembly may establish, amend or rescind any policy of the AUS:
- 17.2 A General Assembly shall be convened by the Speaker of Council, either at the request of eight (8) councillors or by a request signed by at least 200 members of the AUS.
- 17.3 At least five (5) days public notice must be given for a General Assembly.
- 17.4 Quorum for a General Assembly shall be one hundred and fifty (150) members of the AUS.
- 17.4.1 Quorum to pass a resolution in regards to an AUS student strike or boycott shall be five hundred (500) members of the AUS.
- 17.5 General Assemblies shall be chaired by the Speaker.
- 17.6 Ratification by special online vote is required for all resolutions passed at the General Assembly and shall be overseen by the CRO.
- 17.6.1 Voting with regard to the aforementioned special online vote will be held no longer than 10 days after the stipulated vote at a General Assembly.
- 17.6.2 Quorum for online ratification of General Assembly resolutions shall be eight percent (8%) of the AUS membership. 10
- 17.6.3 General Assembly resolutions which amend the AUS Constitution shall require a two- thirds (2/3) majority vote to pass.
- 17.7 Resolutions adopted by a General Assembly supersede all decisions made by Council, and may not be overturned by Council

PART V – REMOVAL FROM OFFICE

ARTICLE 18 – PROCEDURES

- 18.1 Any member of the AUS Executive or representative to SSMU may be removed from office for impropriety, violation of the provisions of this Constitution and by-laws, delinquency of duties or misappropriation of funds.
- 18.2 A motion to remove a member of the Executive or representative to SSMU must be presented in writing to the Speaker of Council and signed by at least eight (8) members of the Council, or one hundred and fifty (150) members of the AUS and distributed to the AUS membership. The motion to remove will then be inscribed on the agenda of the next meeting of the AUS (Council or General Assembly). A person against whom a motion to remove is directed shall be afforded the opportunity to respond to the allegations made at the meeting.
- 18.3 Quorum for a motion to remove shall be two thirds (2/3) majority of Council or the General Assembly.
- 18.4 Passage of a motion to remove shall require two-thirds (2/3) majority vote of Council or the General Assembly.

PART VI - MISCELLANEOUS PROVISIONS

ARTICLE 19 – LANGUAGE OF THE SOCIETY

- 19.1 English and French are the official languages of the AUS.
- 19.2 Members of the AUS may use either official language at all meetings and in all documentation of the AUS.
- 19.3 The Constitution and By-Laws of the AUS must be made available in both official languages upon request.

ARTICLE 20 – FREEDOM OF INFORMATION

- 20.1 All documentation of Council and its Committees shall be public, except those minutes and documents described in Article 21.3

- 20.2 Requests to see the minutes and documents of Council and its Committees shall be addressed to the Vice-President Communications.
- 20.3 The Vice-President Communications shall not be obliged to release information, documents or minutes concerning ideas or motions which were not acted upon, or of closed sessions of Council or its Committees.

PART VII: THE CONSTITUTION

ARTICLE 21 – BY-LAWS OF THE CONSTITUTION

- 21.1 Appended to this Constitution are a set of by-laws, which may be adopted by Council as it sees fit, providing that such by-laws conform to the principles embodied in this Constitution.
- 21.2 Quorum for a motion to enact, amend or rescind a by-law of the AUS shall be two-thirds (2/3) of council.
- 21.3 Enacting, amending, or rescinding any and all by-laws of the Arts Undergraduate Society shall require two-thirds (2/3) majority of Legislative Council or the General Assembly.
- 21.4 No by-law of the Arts Undergraduate Society may be amendable solely through referendum.

ARTICLE 23 – AMENDMENTS TO THE CONSTITUTION

- 23.1 This Constitution may only be amended by a referendum conducted in accordance with Part III of the Constitution.
- 23.2 The existing wording as well as the proposed constitutional amendments shall be provided at every polling station during the referendum.
- 23.3 All amendments to this Constitution shall be adopted in both official languages.

ARTICLE 24 – SUPERSEDING CLAUSE

- 24.1 This Constitution repeals and supersedes all previous constitutions.

ARTICLE 25 – EQUITY

- 25.1 Appended to this Constitution shall be the Arts Undergraduate Society Equity Bylaws.
- 25.2 These Equity Bylaws shall affirm the Society's commitment to:
 - a. the inclusivity and accessibility of its services and events,
 - b. the promotion of respect and a culture of equity,
 - c. a framework for handling complaints related to equity.



Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2021-11-03 09:48:52

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1160034550
Nom	ASSOCIATION ETUDIANTE DE LA FACULTE DES ARTS DE PREMIER CYCLE DE L'UNIVERSITE MCGILL (AEFAPCUM)
Version du nom dans une autre langue	ARTS UNDERGRADUATE SOCIETY (AUS) OF MCGILL UNIVERSITY

Adresse du domicile

Adresse	855,rue Sherbrooke Ouest Montréal (Québec) Canada H3A2T7
---------	--

Adresse du domicile élu

Nom de l'entreprise	Association Etudiante de la Faculte des Arts de Premier Cycle de L'Universite McGill
Nom de la personne physique	
Nom de famille	Chan
Prénom	Adin

Adresse	703-500 AV. Des Pins O Montreal Québec H2W1S7 Canada
---------	--

Immatriculation

Date d'immatriculation	2001-04-11
Statut	Immatriculée
Date de mise à jour du statut	2001-04-11
Date de fin d'existence prévue	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Personne morale sans but lucratif
Date de la constitution	1993-05-21 Constitution
Régime constitutif	QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)
Régime courant	QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2021-06-06
Date de la dernière déclaration de mise à jour annuelle	2021-06-06 2021
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2021	2021-11-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2020	2020-11-01

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés**1^{er} secteur d'activité**

Code d'activité économique (CAE)	9839
Activité	Autres associations professionnelles
Précisions (facultatives)	ASSOCIATION D'ÉTUDIANTS

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec
De 11 à 25

Administrateurs, dirigeants et fondé de pouvoir

Liste des administrateurs

Nom de famille	Rajkumar
Prénom	Christina
Date du début de la charge	2021-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	410 RUE Sherbrooke O Montreal Québec H3A1B3 Canada

Nom de famille	Chan
Prénom	Adin
Date du début de la charge	2021-05-01
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	703-500 AV. Des Pins O Montreal Québec H2W1S7 Canada

Nom de famille	Baron
Prénom	Sam
Date du début de la charge	2021-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	251 rue Roy E Montréal (Québec) H2W1M7 Canada

Nom de famille	Chae
Prénom	So Yun
Date du début de la charge	2021-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	305-1463 rue Bishop Montréal (Québec) H3G2E4 Canada

Nom de famille	Yorke
Prénom	Mackenzie
Date du début de la charge	2021-05-01
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	4E-3546 RUE Durocher Montreal Québec H2X2E7 Canada

Nom de famille	Gurung
Prénom	Charlotte
Date du début de la charge	2021-05-01

Date de fin de la charge
Fonctions actuelles Vice-président
Adresse 48 ST Emery E London Ontario N6C2C8 Canada

Nom de famille Jeong
Prénom Sarah
Date du début de la charge 2021-05-01
Date de fin de la charge
Fonctions actuelles Trésorier
Adresse 4-3475 rue Aylmer Montréal (Québec) H2X2B4 Canada

Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents**Documents conservés**

Type de document	Date de dépôt au registre
DÉCLARATION DE MISE À JOUR ANNUELLE 2021	2021-06-06
Déclaration de mise à jour courante	2020-11-04
DÉCLARATION DE MISE À JOUR ANNUELLE 2020	2020-11-03
DÉCLARATION DE MISE À JOUR ANNUELLE 2019	2019-09-06
DÉCLARATION DE MISE À JOUR ANNUELLE 2018	2018-05-18
Déclaration de mise à jour courante	2017-10-05
DÉCLARATION DE MISE À JOUR ANNUELLE 2017	2017-05-10
Déclaration de mise à jour courante	2016-09-20
DÉCLARATION DE MISE À JOUR ANNUELLE 2016	2016-05-04
DÉCLARATION DE MISE À JOUR ANNUELLE 2015	2015-07-29
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2014-05-16
Déclaration de mise à jour courante	2013-10-18
Déclaration de mise à jour de correction	2013-07-15

Type de document	Date de dépôt au registre
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-05-11
Déclaration de mise à jour courante	2013-03-18
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-09-06
Déclaration annuelle 2009	2012-07-05
Déclaration annuelle 2002	2011-06-21
DÉCLARATION DE MISE À JOUR ANNUELLE 2011	2011-06-01
Déclaration modificative	2010-10-08
Déclaration annuelle 2010	2010-06-04
Avis de défaut	2010-02-17
Déclaration modificative	2009-05-19
Déclaration annuelle 2008	2009-02-17
Avis de défaut	2009-02-12
Déclaration annuelle 2007	2009-02-02
Avis de défaut	2008-02-25
État et déclaration de renseignements 2006	2006-10-18
Déclaration annuelle 2005	2006-04-12
Déclaration modificative	2005-09-01
Déclaration annuelle 2004	2004-11-24
Déclaration modificative	2004-07-12
Déclaration annuelle 2003	2003-11-18
Avis de défaut	2003-05-23
Déclaration d'immatriculation	2001-04-11

Index des noms

Date de mise à jour de l'index des noms 2013-07-15

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
ASSOCIATION ETUDIANTE DE LA FACULTE DES ARTS DE PREMIER CYCLE DE L'UNIVERSITE MCGILL (AEFAPCUM)	ARTS UNDERGRADUATE SOCIETY (AUS) OF MCGILL UNIVERSITY	1993-05-21		En vigueur

Autres noms utilisés au Québec

Aucun autre nom utilisé au Québec n'a été déclaré.



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Ref. No. 01

CERTIFICATE OF INSURANCE

Broker

Aon Reed Stenhouse Inc.
700, De La Gauchetiere Street West, Suite 1900
Montreal, Quebec H3B 04A
Tel.: 514-842-5000 Fax: 514-842-3456

Reference: All operations of the Named Insured

Holder

McGill University
Risk Management & Insurance Dept.
845 Shebrooke Street West
Suite 524
Montreal, QC H3A 0G4

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Named Insured

Arts Undergraduate Society (A.U.S.) of McGill University;
Arts Undergraduate Theatre Society of McGill
c/o Leacock Porter's office
855 Sherbrooke West
Montreal, QC H3A 2T7

Coverage

Commercial General Liability	Insurer:	Certain Underwriters at Lloyd's		
	Policy number:	138406/8		
	Effective:	January 31 st , 2021	Expiry Date:	January 31 st , 2022
	Perils Insured:	<i>On an occurrence basis</i>		Limit of liability
	‣	Bodily Injury and Property Damage, Each Occurrence		\$2,000,000
	‣	Personal Injury		\$2,000,000
	‣	Tenants Legal Liability - All Risks		\$100,000
	‣ Policy may be subject to a general aggregate and other aggregates where applicable.			

Additional Insured

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

The Royal Institution for the Advancement of Learning and McGill University where required by written contract or written agreement with respect to Commercial General Liability

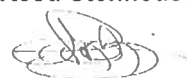
Cancellation I Termination

The Insurer will endeavour to provide THIRTY (30) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS MEMORANDUM CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO THE INSURED. OTHER PERSONS RELYING ON THIS MEMORANDUM DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.

Date : 2021-02-12
Issued by : Linda Ponzi
Tel : (514) 840-7797



THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE
OR, IN THE CASE OF AUTOMOBILE INSURANCE,
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY

FINANCIAL STATEMENTS

APRIL 30, 2021

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
FINANCIAL STATEMENTS
APRIL 30, 2021

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Statement of Operations	5
Statement of Changes in Net Assets	6
Statement of Cash Flows	7
Notes to Financial Statements	8 - 12

INDEPENDENT AUDITOR'S REPORT

To the Members of
Arts Undergraduate Society of McGill University

Qualified Opinion

We have audited the financial statements of Arts Undergraduate Society of McGill University (the Association), which comprise the statement of financial position as at April 30, 2021, and the statements of operations, changes in net assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion section of our report, the accompanying financial statements present fairly, in all material respects, the financial position of the Association as at April 30, 2021, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Qualified Opinion

In common with many not-for-profit organizations, the Association derives part of its receipts from the general public in the form of cash receipts, the completeness of which is not susceptible to satisfactory audit verification. Accordingly, our verification of these revenues was limited to the amounts recorded in the records of the Association. Therefore, we were not able to determine whether any adjustments might be necessary to revenues, excess of (deficiency) revenues over expenses and cash flows for the years ended April 30, 2021 and 2020, assets as at April 30, 2021 and 2020 and net asset balances as at May 1 and April 30 for both the 2021 and 2020 years. Our audit opinion on the financial statements for the year ended April 30, 2020 was modified accordingly because of the possible effects of this limitation of scope.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Association in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Association or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Association's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.



- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Association's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Association to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

FL Fuller Landau LLP

Montreal, October 18, 2021

¹ By CPA auditor, CA, public accountancy permit No. A118902



ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF FINANCIAL POSITION
AS AT APRIL 30, 2021

	2021	2020
	\$	\$
ASSETS		
Current		
Cash	306,762	77,650
Term deposits (Note 3)	261,789	263,700
Accounts receivable (Note 4)	131,477	221,946
Prepaid expenses	9,227	9,284
	709,255	572,580
Capital assets (Note 5)	1,795	6,365
	711,050	578,945
LIABILITIES		
Current		
Accounts payable and accrued liabilities (Note 6)	34,259	63,850
NET ASSETS		
Invested in capital assets	1,795	6,365
Unrestricted	674,996	508,730
	676,791	515,095
	711,050	578,945

Commitment (Note 7)

On behalf of the Board,

_____, Director

_____, Director

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED APRIL 30, 2021

	2021 \$	2020 \$
Revenues		
Programs	28,674	276,517
SNAX store sales	-	61,967
Sponsorships	19,222	43,780
Student fees	333,244	281,568
Interest	3,264	4,140
Improvement fund allocations	28,227	33,144
Work study allocations	27,298	25,000
	439,929	726,116
Expenses		
Advertising and promotion	6,273	9,624
Amortization of capital assets	4,570	5,134
Contributions and subscriptions	13,457	13,582
Insurance	12,251	11,367
Interest and bank charges	1,522	2,048
Office expenses	36,976	85,175
Professional fees	32,399	38,537
Programs	63,041	372,852
SNAX store	3,575	81,742
Salaries and fringe benefits	84,334	123,736
Sponsorships	19,835	9,108
Travelling	-	20,450
	278,233	773,355
Excess (deficiency) of revenues over expenses	161,696	(47,239)

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEAR ENDED APRIL 30, 2021

	Net assets capital assets \$	Unrestricted \$	2021 Total \$	2020 Total \$
Balance, beginning of year	6,365	508,730	515,095	562,334
Excess (deficiency) of revenues over expenses	(4,570)	166,266	161,696	(47,239)
Balance, end of year	1,795	674,996	676,791	515,095

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED APRIL 30, 2021

	2021 \$	2020 \$
Operating activities		
Excess (deficiency) of revenues over expenses	161,696	(47,239)
Item not requiring cash		
Amortization of capital assets	4,570	5,134
	166,266	(42,105)
Net change in non-cash working capital items	60,934	(112,540)
	227,200	(154,645)
Investing activities		
Acquisition of term deposits	(261,788)	(263,700)
Acquisition of capital assets	-	(500)
Proceeds from redemption of term deposits	263,700	302,320
	1,912	38,120
Increase (decrease) in cash and cash equivalents	229,112	(116,525)
Cash and cash equivalents, beginning of year	77,650	194,175
Cash and cash equivalents, end of year	306,762	77,650

Cash and cash equivalents consist of cash.

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2021

1. Statutes of incorporation and nature of activities

Arts Undergraduate Society of McGill University is a student-run not-for-profit organization, incorporated under Part III of Quebec Companies' Act and is exempt from the payment of income taxes under the Income Tax Act.

The Association's objective is to promote and represent the welfare and interests of the students of the faculty of arts at McGill University by providing activities and services to enhance the educational, cultural, environmental and social conditions of its members.

2. Significant accounting policies

The financial statements were prepared in accordance with Canadian accounting standards for not-for-profit organizations in Part III of the CPA Canada Handbook – Accounting and include the following accounting policies:

Revenue recognition

Student fees are collected from students by McGill University and are recognized as revenues by the Association on a straight-line basis over the school year.

Sponsorships revenue is recognized by the Association when received or when collection is reasonably assured.

Programs revenues of the Association and its constituent associations are recognized as revenue in the period that the programs occurred.

Sales of goods from the SNAX convenience store are recognized when the goods are delivered and when the funds are collected.

Improvement fund allocations represent funds from the McGill University to provide assistance to the Association for maintenance and capital expenditures. These revenues are recognized following approval of expenses submitted by the Association to the McGill University.

Work study allocations represent funds from the McGill University to provide assistance to the Association for salaries. These revenues are recognized following approval of expenses submitted by the Association to the McGill University.

Interest income is recognized on a time basis in the period in which it is earned.

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2021

2. Significant accounting policies (continued)

Financial instruments

Measurement of financial instruments

The Association initially measures its financial assets and financial liabilities at fair value, except for certain non-arm's length transactions.

The Association subsequently measures all its financial assets and financial liabilities at amortized cost.

Financial assets measured at amortized cost include cash, term deposits and accounts receivable.

Financial liabilities measured at amortized cost include accounts payable and accrued liabilities.

Impairment

Financial assets measured at cost are tested for impairment when there are indicators of possible impairment. The Association determines whether a significant adverse change has occurred in the expected timing or amount of future cash flows from the financial asset. If this is the case, the carrying amount of the asset is reduced directly to the higher of the present value of the cash flows expected to be generated by holding the asset, and the amount that could be realized by selling the asset at the statement of financial position date. The amount of the write-down is recognized in the Statement of Operations. The previously recognized impairment loss may be reversed to the extent of the improvement, provided it is no greater than the amount that would have been reported at the date of the reversal had the impairment not been recognized previously. The amount of the reversal is recognized in the Statement of Operations.

Cash and cash equivalents

The Association's policy is to disclose bank balances under cash and cash equivalents.

Capital assets

Capital assets are accounted for at cost. Amortization is calculated on their respective estimated useful lives using the straight-line method over the following periods:

	<u>Periods</u>
Furniture	5 years
Computer equipment	3 years

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2021

2. Significant accounting policies (continued)

Impairment of long-lived assets

Capital assets are tested for recoverability whenever events or changes in circumstances indicate that their carrying amount may not be recoverable. An impairment loss is recognized when the carrying amount of the asset exceeds the sum of the undiscounted cash flows resulting from its use and eventual disposition. The impairment loss is measured as the amount by which the carrying amount of the long-lived asset exceeds its fair value.

Use of estimates

The preparation of these financial statements in conformity with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. These estimates are reviewed periodically and adjustments are made to income as appropriate in the year they become known.

Contributed services

Volunteers contribute significant hours annually to assist the Association in carrying out its activities. Due to the difficulty in determining the fair value of this volunteer time, such contributions are not recognized in the financial statements.

The Association receives free rental of office space from McGill University, however, the value of this rent is difficult to estimate, and is therefore not included in the financial statements.

3. Term deposits

	2021	2020
	\$	\$
Term deposit GIC - 0.40% due January 27, 2022	251,788	-
Term deposit GIC - 0.10% due March 17, 2022	10,001	-
Term deposit GIC - 1.35% matured on January 13, 2021	-	253,700
Term deposit GIC - 0.50% matured on March 17, 2021	-	10,000
	261,789	263,700

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2021

11

4. Accounts receivable

	2021	2020
	\$	\$
Student fees	9,587	8,151
Sales tax	31,775	37,970
Programs	90,115	175,825
	131,477	221,946

5. Capital assets

	Cost	Accumulated amortization	2021 Net book value	2020 Net book value
	\$	\$	\$	\$
Furniture	31,828	30,629	1,199	5,026
Computer equipment	22,515	21,919	596	1,339
	54,343	52,548	1,795	6,365

6. Accounts payable and accrued liabilities

	2021	2020
	\$	\$
Accounts payable and accrued liabilities	24,466	53,204
Deduction at source	2,750	4,178
Salaries payable	7,043	6,468
	34,259	63,850

7. Commitment

The commitment of the Association under a lease agreement aggregates to \$5,820 and matures in March 2022.

ARTS UNDERGRADUATE SOCIETY OF MCGILL UNIVERSITY
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2021

8. Financial instruments

Risks and concentration

The Association is exposed to various risks through its financial instruments, without being exposed to concentrations of risk. The following analysis provides a measure of the Association's risk exposure at the balance sheet date of April 30, 2021.

Market risk

Market risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency risk, interest rate risk and other price risk. The Association is mainly exposed to interest rate risk.

Interest rate risk

Interest rate risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The Association is exposed to interest rate risk on its fixed interest rate term deposits which subjects it to a fair value risk.

9. Economic dependence

The Association receives student fees from member payments that are collected by McGill University on behalf of the Association to ensure the continuity of its operations.



General Electoral By-Laws

Revision History:

November 21, 2007

Fall 2012

September 4, 2013

October 2, 2013

November 2013 (via referendum)

February 12, 2014

January 14, 2015 (new by-laws)

February 18, 2015

April 8, 2015

May 24, 2015

February 7, 2018



ARTICLE 1 – DEFINITIONS

- 1.1 “AUS” shall refer to the Arts Undergraduate Society of McGill University
- 1.2 “The Society” shall refer to all members of the AUS, as defined by the Constitution.
- 1.3 “Council” shall refer to the Council of the AUS
- 1.4 “CRO” shall refer to the Chief Returning Officer of the AUS.
- 1.5 “DRO” shall refer to the Deputy Returning Officer of the AUS.
- 1.6 “Elections AUS” shall refer to the office of the Chief Returning Officer established by Article 14 of the AUS Constitution.
- 1.7 “Working day” shall refer to any scheduled day of classes as defined by McGill University.
- 1.8 “Slate” shall refer to any group of candidates who are voluntarily running in support of one another.
- 1.9 Communications shall be considered “unsolicited” if the recipient does not normally receive communications from the sender. The determination of whether communications are solicited or unsolicited shall be made using the standard of the reasonable person.
- 1.10 Elections shall be held between January 15 and April 5. If necessary, by-elections may take place between September 15 and December 1. Referenda shall be held between September 15 and December 1 or between January 15 and April 5.

ARTICLE 2 – ELECTIONS AUS

- 2.1 There shall be an impartial body charged by the Society with overseeing AUS elections and referenda, hereinafter referred to as “Elections AUS”.
- 2.2 Elections AUS shall administer all elections and referenda as provided for in the AUS Constitution and Bylaws, as well as any election that may be assigned to them from time to time by Council.



- 2.2.1 The AUS elector's list must be received by the CRO before October 1.
- 2.3 Elections AUS shall be composed of the Chief Returning Officer and Deputy Returning Officers. The President of the AUS shall be an advising member of Elections AUS.
- 2.4 The CRO shall be appointed by the executive committee and ratified by Council no later than October 1. The DRO(s) shall be appointed by the CRO and ratified by Council no later than January 21.
- 2.5 The CRO shall be responsible for the general conduct and execution of elections and referenda and shall fulfill this duty with impartiality. The DROs shall assist the CRO to the extent designated by the CRO.
- 2.6 Should the President of the Society intend to run for election or join a campaign committee, they shall refrain from advising Elections AUS on matters pertaining to the election or referendum they are involved with.
- 2.7 Elections AUS officers may be removed from office for impropriety, violation of the AUS Constitution or Bylaws, delinquency of duties or misappropriation of funds by a three-fourth (3/4th) vote of Council.
- 2.8 No changes shall be made to the stipend of an officer of Elections AUS during their term of office. No officer of Elections AUS shall be deprived of any part of their stipend unless the officer resigns or is removed from office by Council.
- 2.9 The CRO shall submit for the approval of Council the following dates: the nomination period, the campaign period, and the polling period.
- 2.10 No officer of Elections AUS shall be a member of Council (including Speaker and Recording Secretary), candidate for an executive position, member of a candidate's campaign committee or member of a referendum committee. No officer of Elections AUS shall be on the editorial staff of any campus publication that is published more than six (6) times a year.

ARTICLE 3 – NOMINATIONS

- 3.1 The nomination period for AUS executive officers and Arts Representatives to the SSMU shall be a minimum of five (5) working days, closing at 5:00 PM on the last day. The nomination period for any elected position shall be extended by a minimum of two (2) days if fewer than two (2) candidates are nominated for that position.



- 3.2 The procedure for nomination shall be established by Elections AUS and shall be announced to the members of the Society through the elections listserv at least three (3) working days prior to the opening of the nomination period.
- 3.3 All members running for an AUS Executive, Representative, or Senator position shall be required to meet with the relevant incumbent before the end of the extended nomination period.
 - 3.3.1 Those running for Arts Representative or Senator shall be required to meet with one incumbent.
- 3.4 Where no students declare themselves as candidate for an elected position, the outgoing Council shall fill said position by appointment.
- 3.5 Candidates shall not be permitted to collect signatures before the opening of the nomination period.
- 3.6 The following number of valid Society member signatures are required for a successful nomination bid:
 - i) Seventy-five (75) signatures for President of AUS
 - ii) Fifty (50) for all other positions
 - iii) Fifty (50) signatures from Society members enrolled in the Bachelor of Arts program for Arts Representative to SSMU
- 3.7 Signatures shall be valid only if accompanied by a corresponding name, student identification number, degree (B.A. or B.A. & Sc.), and program year.
- 3.8 Members of the Society may nominate more than one (1) candidate for a given position.
- 3.9 Members of the Society may present themselves as candidates for only one (1) elected AUS position at any given time.
- 3.10 Members of the Society presenting themselves as candidates for any AUS executive or representative position may not present themselves as candidates for any executive or representative position at AUS-affiliated departmental associations during the same electoral period.

ARTICLE 4 – REFERENDA

- 4.1 Any fee imposed by a referendum shall be brought to subsequent referenda per its stipulated term limit for cyclical review.
- 4.2 Referenda may be initiated by a two-thirds (2/3) vote of Council or by a petition signed by at least one hundred and fifty (150) members of the Society and filed with Elections AUS a minimum of fifteen (15) days prior to polling.
- 4.3 In the case of a Council-initiated question, Council must ratify the wording of the question in both official languages of the AUS a minimum of fifteen (15) days prior to polling. Approved fee-related questions must also be forwarded to the Office of the Deputy Provost (Student Life and Learning).
- 4.4 In the case of a petition-based question, the petition must include the wording of the question in both official languages of the AUS. Signatures shall be valid only if accompanied by a corresponding name, student identification number, degree (B.A. or B.A. & Sc.), and program year.
- 4.5 Council may form a “Yes” or “No” committee in any referendum through a regular motion of Council. A chairperson for the committee shall be appointed in the same motion.
- 4.6 Members of the Society may form a “Yes” or “No” committee provided a petition signed by fifty (50) members of the Society. Signatures shall be valid only if accompanied by a corresponding name, student identification number, degree (B.A. or B.A. & Sc.), and program year. The petition shall be signed by the committee’s designated chairperson and submitted to Elections AUS no later than two (2) days before the beginning of the campaign period.
- 4.7 Only one (1) “Yes” committee and one (1) “No” committee for each referendum question will be allowed to exist.
- 4.8 Referendum periods shall be announced to the members of the Society through the elections listserv at least three (3) working days prior to the opening of the campaign period.

ARTICLE 5 – CAMPAIGNS

- 5.1 Elections AUS shall arrange an information meeting for all candidates for the executive positions, positions of Arts Representatives to the SSMU, and members



of the referendum committees to be held before the beginning of the campaign period.

- 5.2 Elections AUS shall arrange a debate between candidates to be held during the campaign period.
- 5.3 The campaign period shall last no less than five (5) working days. Campaigning shall not be permitted before the opening of the campaign period.
- 5.4 No campaign material may be slanderous, libel and/or discriminatory toward a candidate or their position. No campaign material may be unequivocally degrading to any person, organization or department of the University or to any outside group.
- 5.5 No candidate shall be allowed to post more than fifteen (15) posters in any given building on any given day. Permission must be granted by the porter of each building prior to the placement of any poster. The dimensions of a poster shall not exceed 8.5 by 11 inches. A maximum of ten (10) posters of a larger size of 11 by 17 inches shall be allowed, with a limit of one (1) per building.
- 5.6 Any poster with the name or photo of one of the members of a slate shall be counted as one of the candidate's posters. Any poster with the name of a slate shall be counted as one of each candidate's posters. Slates shall not be granted additional posters.
- 5.7 No candidate, member of a campaign committee, or member of a referendum committee shall have editorial, programming or reporting duties with any student-funded publication at McGill University for the duration of the campaign period, nor shall they use the means of their position in any other campus group to aid in a campaign.
- 5.8 The determination of whether an individual is a member of a candidate's campaign committee or a referendum committee shall be made using the standard of the reasonable person.
- 5.9 All campaign material shall be presented to the CRO before its distribution. The CRO shall have the right to prohibit use if the content or distribution contravenes these bylaws.
 - 5.9.1 All candidates and referenda committees must invite the Elections AUS' social media account to all groups and pages. Social media groups and pages are included but not limited to Facebook, Twitter, and Instagram.



- 5.10 Candidates may not distribute food or any other gifts in kind for the purpose of campaigning.
- 5.11 No candidate, member of a campaign committee, or member of a referendum committee shall send unsolicited communications (including e-mail, direct messages, texts and letters) for the purpose of campaigning.
- 5.12 The AUS may not send out endorsements to its official listserv.
- 5.13 Each candidate for any executive position or Arts Representative to the SSMU shall be permitted to spend a maximum of seventy-five Canadian dollars (\$75) on materials pertaining directly and exclusively to the campaign. Each referendum committee shall be permitted to spend a maximum of one hundred Canadian dollars (\$100) on materials pertaining directly and exclusively to the campaign. There shall be a review of campaign spending guidelines at least every two (2) years.
- 5.14 Slates shall not be permitted to spend more than the aggregate spending limit of their individual members.
- 5.15 Candidates or referendum committees that violate the spending limits shall have their nomination disqualified by Elections AUS.
- 5.16 Candidates and referendum committees must submit a report of their expenditures within five (5) days of the conclusion of campaigning. The CRO shall review all campaign expenditures and they shall make a summary of said expenditures available to all candidates, members of referendum committees, and other interested parties within seven (7) days of the end.
- 5.17 All candidates and referendum committees shall be entitled to request a reimbursement from the AUS for the entire amount spent on campaign materials upon presentation of receipts, except as otherwise provided in these bylaws. In order to be eligible for reimbursement, a candidate or referendum committee needs to receive five percent (5%) of the popular vote in their race.
- 5.18 All candidates and referendum committees shall be entitled to request an inquiry into the campaign expenditures of another candidate or referendum committee no later than seven (7) days after receiving the CRO's report on campaign expenditures.



ARTICLE 6 - POLLING

- 6.1 The quorum for AUS elections and referenda shall be eight percent (8%) of the AUS members eligible to vote.
- 6.2 The polling period shall last no less than three (3) working days and shall close when the campaign period closes.
- 6.3 The polling period and polling website shall be announced to all registered voters at appropriate times, as determined by Elections AUS.
- 6.4 Only students enrolled in a Bachelor of Arts (B.A.) degree will be allowed to vote for Arts Representative to SSMU.
- 6.5 All ballots shall be cast through an online voting system, which shall use the highest security encryption that is reasonably available to Elections AUS.
- 6.6 All users of the online voting system must provide a valid McGill email address.
- 6.7 Should the online voting system become faulty or unreliable mid-way through the polling period, Elections AUS may indicate a new, fair, method of voting, which may include holding a separate emergency polling period or extending the polling period.
- 6.8 If any problems with the online voting system are detected that may have affected the outcome of the election, Elections AUS may call for a new election as soon as logistically possible.
- 6.9 Any member of the Society with knowledge of a problem with the online voting system may file a report to Elections AUS within seven (7) days of the conclusion of the election.
- 6.10 Should a candidate or member of a candidate's campaign committee be found to be involved in any form of tampering with the online voting system, the candidate shall immediately be disqualified and permanently barred from holding elected or appointed office in the AUS. Should a member of a referendum committee be found to be involved in any form of tampering with the online voting system, a new polling period for the referendum shall be called, and that member shall be barred from participating in the referendum campaign.
- 6.11 Once the official results are announced by Elections AUS, neither appeals of the final tally nor any recounts may be made.



- 6.12 Elections AUS shall have the power to enforce any additional rules or regulations to run the online voting system, provided they do not contradict the AUS Constitution or these Electoral Bylaws.
- 6.13 The CRO shall announce publicly the official results of the elections and referenda within 24 hours of Elections AUS witnessing the online polling results. They shall submit the results in writing to the AUS President within seven (7) days and notify the President of any irregularities, ties, or appeals in the election or referendum period.
- 6.14 If two or more leading candidates have received an equal number of votes, a run-off election shall take place between the tied leading candidates no later than two (2) working days after the end of the regular polling period for that election.
 - 16.14.1 If two or more leading candidates have received an equal number of votes, they may jointly petition the CRO to waive the run-off election and hold a random sample of the vote to determine which of the tied candidates wins the election. The sampling shall take place no later than five (5) working days after the end of the regular polling period for that election, in the presence of the CRO, the tied candidates, and one (1) witness per candidate.
- 6.15 In the event of a tied vote, the CRO shall announce publicly the official results of the elections and referenda as soon as the tied vote is resolved per Article 6.14 or 6.14.1.

ARTICLE 7 - RULINGS

- 7.1 In the event of a tied vote, the CRO shall announce publicly the official results of the elections and referenda as soon as the tied vote is resolved per Article 6.14 or 6.14.1.
- 7.2 Official decisions by Elections AUS shall require the support of a majority of Elections AUS officers. Should Elections AUS not be able to come to a majority decision, the tie-breaking vote shall reside with the CRO.
- 7.3 Official decisions by Elections AUS may be appealed to the Judicial Board of the Students' Society of McGill University (SSMU), as provided in the AUS Constitution, no later than five (5) working days after the election results have been announced or invalidated. The appeals period may not be extended by the AUS Council or the Judicial Board.
- 7.4 Candidates and members of referendum committees who violate these Bylaws or the AUS Constitution shall be subject to the penalties listed in Appendix A.



- 7.4.1 Upon handing down a penalty listed in Appendix A, Elections AUS is to provide the penalized student(s) with instructions on how to appeal decisions to the AUS Legislative Council and SSMU Judicial board, including the application form listed in Appendix B.
- 7.5 Candidates and members of referendum committees may be disqualified upon a first or second infraction should the violation be so serious as to have significantly and irreparably advantaged the candidate or referendum committee, such that a fair result at the ballot would be unattainable.
- 7.6 Elections AUS shall invalidate an election or referendum if, in its opinion, a violation of the Constitution and Bylaws has adversely affected the outcome of that election or referendum. In making this decision, Elections AUS will consider the conduct of the parties and the seriousness of the violations.
- 7.7 In the event of an invalidated election, a new election will be held with only the names of those candidates appearing on the initial ballot, excluding any disqualified candidates, for only the race(s) that were invalidated. This repeat election shall be held within ten (10) working days of the final decision of invalidation, before the end of the final examinations period.

Sanctions & Demerit System (Appendix A)

Infraction	Minimum Sanctions	Maximum Sanctions	Demerits
Posting over another candidate's campaign material.	N/A		4-5
Misuse of an elected or appointed position* (incl. moderator positions of social media groups)	Public Announcement	Disqualification	12-18
Posting in a restricted area /unauthorized posting	N/A		2-4
Unauthorized Campaigning* (incl. without Professor's permission / unauthorized publicity thru emails, social media, etc. / falsification of endorsement / campaigning in unauthorized and restricted areas)	Demerit Points	Disqualification	6-18
Pre-Campaigning*	Demerit Points	Public Announcement	4-12
Negative Campaigning*	Campaign Suspension	Disqualification	13-18
Inhibiting their candidates (preventing other candidates from running a campaign including but is not limited to engaging in deception or misinformation)	Public Announcement	Disqualification	12-18
Engaging External Support*	Campaign Suspension	Disqualification	13-18
Spending over given budget	Public Announcement	Disqualification	12-18
Deception of election authorities	Campaign Suspension	Disqualification	13-18
Bribery (attempted or successful)	Campaign Suspension	Disqualification	13-18

*Up to discretion of Elections AUS, may result in public censure through Listserv, Facebook, or any other public communication means if the above, prove to be unavailable.

These sanctions and demerit points are to be interpreted as a **guideline** only. Elections AUS has the sole authority to interpret the sanctions and demerit system. Appeals may be made to the Judicial Board.



Financial By-Laws

Revision History:

October 2011
September 2013
October 2013
March 2014
November 2014
May 2015
October 2017
February 2018
October 2019
September 2020
October 2020



BACKGROUND

The Financial By-laws govern the AUS' financial practices, including funding, bank accounts, and budget requirements.

ARTICLE 1 – DEFINITIONS

- 1.1 “AUS” shall refer to the Arts Undergraduate Society of McGill University
- 1.2 Both “Organization” and “Internal Entities” shall refer to all committees or publications or departments wholly or partially owned by the AUS.
- 1.3 These By-laws shall also apply to affiliates using AUS as an avenue to receive revenue and remediate expenses at the discretion of Council. These affiliate organizations shall fall under the definition “Organization” and “Internal Entities”.
- 1.4 “Council” shall refer to the Legislative Council of the AUS
- 1.5 “FMC” shall refer to the Financial Management Committee of the AUS.
- 1.6 “Executive Committee” shall refer to the AUS Executive committee
- 1.7 The “Operating Budget” of the AUS shall refer to all revenue receive from the AUS base fee (minus departmental allocations), endowment interest, SNAX profit, and any non-earmarked revenue

ARTICLE 2 – INTERPRETATION

- 2.1 These regulations govern all financial affairs of the Society and are administered by the Vice-President of Finance, along with the Executive Committee, under the supervision and direction of Council and any general assemblies held by the AUS.
- 2.2 These by-laws are to be used in conjunction with the Constitution and by-laws of the AUS.
- 2.3 The Finances of the Society as a whole shall be governed by Council which will consider the recommendations of the FMC and Vice-President of Finance.

ARTICLE 3 – FREEDOM OF INFORMATION

- 3.1 Any member of the AUS may access any financial record of the AUS during normal business hours.



3.1.1 The Vice-President Finance may require the member to sign a confidentiality agreement.

3.1.2 The member shall provide at least two (2) business days' notice.

3.2 The AUS budget, updated or expenditures, shall be available publicly or any member to view on the AUS website.

3.2.1 The public budget shall not be more than two (2) weeks in delay.

ARTICLE 4 – ACCOUNTABILITY

4.1 The Financial Management Committee may suspend the budget of any organization.

4.2 The Financial Management Committee may refuse to allocate any funding due to the inappropriate nature of the allocation. An organization's President and Vice-President Finance shall be held responsible for the misuse of funds. In such cases, the FMC shall recommend to the AUS Executive Committee any legal or disciplinary action.

4.3 No individual member of the Executive Committee, FMC, or any organization shall incur debts on behalf of the AUS, without the explicit authorization of Council.

4.4 The AUS' annual budget shall be distributed to the membership by the AUS Vice-President Communications within one week of ratification of the budget.

4.5 The Financial Management Committee representative to Council shall report on bank reconciliation and monthly tax filings to Council when necessary.

4.5.1 In the event of any discrepancies, the FMC representative shall notify AUS Council without delay.

4.6 The Vice-President Finance shall submit a report to AUS Council at the last regularly scheduled Council meeting of their term outlining the preparations for the annual audit.

4.7 The Financial Management Committee, in consultation with the Ethical Procurement and Sustainability Committee, shall enforce the Sustainability Plan and the Ethical Procurement and Sustainability By-laws.

ARTICLE 5 – ALLOCATIONS OF FUNDS

- 5.1 Departmental allocations will be distributed out of the base fee collected each fall and winter semester
 - 5.1.1 One dollar and forty-six cents (\$1.49) shall be allocated to departmental associations per student registered in each of the major, double major, honours, and joint honours concentrations represented by the association.
 - 5.1.2 In order to promote the implementation of the Ethical Procurement and Sustainability By-laws, an additional seventy-five cents (\$0.75) shall be allocated to departmental associations per student registered in each of the major, double major, honours, and joint honours concentrations represented by the association.
 - 5.1.3 The Vice-President Finance shall increment or decrement these rates proportionally to the annual change in the Consumer Price Index each fiscal year (indexed from August 2019).
- 5.2 Departments which have not submitted a budget by October 31st shall have their funds returned into the Operating Budget.
 - 5.2.1 Departmental associations which may be formed after the funds are returned into the Operating Budget shall receive funds proportional to the remaining academic days in the semester they are formed.
- 5.3 All departmental associations which primarily represent a discipline in the Faculty of Arts, and which represent a minimum of ten (10) arts students, must receive a minimum of \$540.00 as a primary departmental allocation and an additional \$270.00 Ethical Procurement and Sustainability By-laws implementation supplement (indexed to the Consumer Price Index as of August 2019) for the academic year.
- 5.4 The fee allocation to departmental associations shall be calculated for the entire academic year based on the fall enrollment. The AUS VicePresident Finance shall inform the departmental associations of their allocations no later than October 1st.
- 5.5 To the best of their ability, the Departmental Association must provide the contact information of their Vice President to the AUS by the end of the add-drop period.
 - 5.5.1 If a department fails to provide this information, it is not the VP Finance's responsibility that an allocation is not delivered by October 1st.



5.6 No funds shall be issued to any departmental association until it has submitted the following to the Vice-President Finance and Vice-President Internal:

5.6.1 The Constitution of the departmental association;

5.6.2 The list of executive officers of the departmental association;

5.6.3 A list of all journals operated by the departmental association;

5.6.4 A detailed budget proposal for the academic year, in the form provided by the Vice-President Finance;

5.7 No funds shall be issued to any Organization until it has submitted to the Vice-President Finance a detailed budget proposal for the year.

5.7.1 Events held prior to the issuing of funding shall be approved at the discretion of the AUS Vice-President Finance and AUS Vice-President Internal.

ARTICLE 6 – JOINT ASSOCIATIONS

6.1 Joint associations must abide by these by-laws with all of their funds, not just the AUS allocation.

6.2 Joint associations may have an external bank account as provided by the other faculty association.

6.2.1 If the joint association is funded primarily by the AUS, they must have an internal account with the AUS.

6.3 The detailed budget proposal must include all sources of revenue and expenditures.

6.4 A photocopy of the monthly bank statements and a list of cheques written that month must be submitted to the Vice-President Finance by the 15th of the following month.

ARTICLE 7 – BUDGETS

7.1 The Vice-President Finance shall prepare the AUS budget each year.

7.1.1 The Vice-President Finance shall consult with the Executive Committee, and other Organizations in drafting the budget.



- 7.2 A Specific vote requiring a $\frac{3}{4}$ majority must be passed at Council if a deficit is to be incurred in any year.
- 7.3 Departmental associations' annual budgets are due within 3 weeks of the Vice President Finance handing out allocations.
- 7.4 A detailed annual budget must be presented to Council for ratification no later than the 31st of October.
 - 7.4.1 A detailed budget includes all revenues and expenses of the AUS. Furthermore, a detailed budget must have its revenue and expense items categorized according to a standardized General Ledger Account list determined by the Vice-President Finance by October 01 each fiscal year.
 - 7.4.2 Departmental budgets must be approved by Council no longer than the 25th of November. The AUS Operating Budget can include Departmental Associations' budgets, but must demarcate and identify them specifically.
 - 7.4.2.1 Council may approve departmental budgets together or individually.
- 7.5 The Vice-President Finance shall submit a summary of expenditures from the previous fiscal year and the Financial Statement prepared by a Chartered Accountant as specified in the MoA of the AUS no later than the 31st of October.
 - 7.5.1 Under specific and extraordinary circumstances, where AUS's obligations under its Memorandum of Agreement with McGill University, the AUS Vice-President Finance may request an extension to the deadline specified in Article 7.5 of these By-laws.
 - 7.5.2 The Vice-President Finance must provide a written justification for all spending specifically for AUS Executive Committee members.
 - 7.5.2.1 This justification shall be made publicly available to the membership.
- 7.6 A minimum liquid reserve fund shall be maintained by the AUS for the financial security of the AUS.
 - 7.6.1 The fund shall total a minimum of \$135,000 at all times.
 - 7.6.2 This reserve fund shall be held in a cashable GIC.



- 7.6.3 In the event of an emergency, in the opinion of both the VicePresident Finance and the President, the reserve fund will be accessible to relieve financial difficulties of the society, subject to the approval of a $\frac{3}{4}$ majority vote of Council.
- 7.7 Should Council, or any Organization initiate a capital project with a projected cost of over \$50,000 funded from the Operating Budget, the project shall be subject to approval by referendum of the membership.
- 7.8 The AUS may hold savings including cash reserves or GICs, which are not part of the reserve fund. Other savings and investment instruments may be employed, subject to that approval with $\frac{3}{4}$ majority vote of Council.
 - 7.8.1 The AUS Vice-President Finance may strike an ad-hoc investment advisory.
 - 7.8.2 The aforementioned committee must have a membership approved by Council by simple majority.
 - 7.8.3 The advisory committee will have no binding authority over the use and allocation of AUS's savings or reserve funds. The committee will have a strictly advisory mandate.

ARTICLE 8 – FINANCIAL MANAGEMENT COMMITTEE

- 8.1 There shall be a Financial Management Committee with the following membership:
 - 8.1.1 AUS Vice-President Finance, Chair (ex-officio)
 - 8.1.2. 2 members of Council
 - 8.1.3. 2 departmental Vice-Presidents Finance
 - 8.1.4. 3 members-at-large
 - 8.1.5. 1 Executive Assistant
 - 8.1.6. AUS Vice-President Academic
 - 8.1.7. 1 Ethical Business Practices Commissioner
 - 8.1.8. 1 Finance Commissioner



8.1.9. President

8.1.9.1. The President shall chair the FMC in the absence of the Vice-President Finance.

8.2 Quorum of the FMC shall be either the Vice-President Finance or the President, as well as 4 other members of the FMC.

8.3 The Vice-President Finance may appoint a vice-chair with the approval of Council.

8.3.1 The vice-chair may chair FMC in the absence of the AUS President and the Vice-President Finance.

8.4 At least one financial assistant must sit on the FMC, and any financial assistant who applies is guaranteed that position.

8.5 The Executive Committee shall appoint the membership of the FMC, subject to ratification of Council, by the second council meeting of the year.

8.6 Decisions of the FMC shall be made by simple majority.

8.7 Any member with a conflict of interest may not vote or debate on that specific issue, and must publicly declare their conflict.

8.7.1 The chair shall break any ties of the FMC.

8.8 The FMC shall approve the annual budget of the AUS.

8.9 The FMC shall review the budgets of all departmental associations.

8.10 The FMC shall serve as an appeal body for the decisions of the VicePresident Finance.

8.11 All decisions of the FMC are subject to ratification of AUS Legislative Council.

8.12 The FMC shall have the authority to investigate all violations of these bylaws and report to Council with its findings.

8.13 The FMC shall oversee the implementation of these By-laws and provide oversight for the financial affairs of AUS.



8.14 The FMC shall be responsible for allocating all funding requests specified in article 9 of these bylaws.

8.14.1 Applicants successful in receiving funding must publicly recognize the AUS for its monetary contribution.

ARTICLE 9 – ADDITIONAL FUNDS

9.1 An ethical procurement and sustainability fund shall receive 18% of the collected Sustainability Fee.

9.1.1 Applications to this fund shall not be restricted to internal entities.

9.1.2 Internal entities shall be given priority for this fund.

9.1.3 The purpose of this fund is to: (1) support the implementation of the Sustainability and Ethical Procurement By-laws and the AUS Sustainability Report by reducing implementations costs for internal entities; (2) support community and student organizations advancing the mandate of the Sustainability and Ethical Procurement By-laws through community engagement, and; (3) support AUS community engagement with these organizations.

9.1.4 FMC shall recommend to Council the allocations from this fund.

9.2 A special projects fund shall receive 4.5% of the collected base fee.

9.2.1 Applications to this fund shall not be restricted to internal entities.

9.2.2 Internal entities shall be given priority for this fund.

9.2.3 The purpose of the Special Projects fund is to finance events and projects that directly benefit Arts students.

9.2.4 FMC shall recommend to Council the allocations from this fund.

9.3 A journal fund shall receive 7% of the collected base fees.

9.3.1 Applications to this fund shall not be restricted to internal entities.

9.3.2 Publications requesting use of this fund must meet the minimum standard outline in the Publications Commission By-laws.



9.3.3 Internal entities shall be given priority for this fund.

9.3.4 FMC shall recommend to Council the allocations from this fund.

9.4 A supplementary departmental fund shall receive a minimum of 8.5% of the collected base fees.

9.4.1 The Supplementary Departmental fund shall be reserved solely or departmental associations who require additional funding in order to provide an event or service.

9.4.2 Preference shall be given to multiple departments applying together.

9.4.3 Secondary preference shall be given to smaller departments.

9.4.4 FMC may cap the amount one department may apply for from this fund.

ARTICLE 10 – PAID EMPLOYEES OF THE SOCIETY

10.1 AUS executives Committee members who are Work Study eligible shall be paid at minimum wage for a maximum number of hours per week as determined by Work Study each semester.

10.2 The use of a stipend for non-executive committee members shall be limited and used only when it is absolutely necessary to the completion of the task. All stipended positions must be publicly and prominently advertised.

10.2.1 The Executive Committee must approve all stipended positions prior to posting.

10.3 Stipends may be offered for positions that are vital to the operation of the AUS, require special expertise, for positions with a heavy burden, or for positions for which no volunteers may be found.

10.4 Council must ratify the appointment of any person to a stipended or hourly position.

ARTICLE 11 – INTERNAL ACCOUNTS

11.1 Each internal AUS Organization shall maintain internal expense and revenue accounts with the AUS.



- 11.2 No Organization, except joint associations, shall maintain an external bank account.
- 11.3 All financial transactions by an Organization are subject to the approval of the Vice-President Finance and Council.
- 11.4 All financial transactions of the AUS must comply with the Sustainability and Ethical Procurement By-laws.
- 11.5 All revenues received (cash and cheque) shall be turned into the AUS office immediately.
 - 11.5.1 No organization may keep cash on hand for more than two (2) business days.
 - 11.5.2 All deposits shall be accompanied with a detailed record of the source of the funds.
- 11.6 All organizations must submit a budget.
- 11.7 Organizations may only alter their budget with the approval of FMC and Council.
- 11.8 Organizations other than departmental associations will receive their funding at the discretion of the FMC and Council.
 - 11.8.1 To be eligible for funding, all organizations must comply with the Constitution, by-laws, and policies of Council.
 - 11.8.2 No funds will be issued to any group that has not applied prior to the last FMC meeting of the year.
 - 11.8.2.1 Internal entities that fall under the Fine Arts Council must submit their budgets to the Fine Arts Council and FMC for review.
- 11.9 All allocated (through central budgets, raised externally and amended into central budgets and FMC) funds must be claimed or used by April 15th of each fiscal year.
- 11.10 No funds for Organizations shall be distributed after this date without the prior approval of the Vice-President Finance.
- 11.11 No organization shall run a deficit. Expenditures for any alcohol cannot exceed 50% of the budget of any departmental association.



ARTICLE 12 – REVENUE

- 12.1 All revenue received must be deposited in full to the current account and no expense shall be paid out of revenues collected.

ARTICLE 13 – EXPENDITURES

- 13.1 No expenditure shall be made unless it has been included into the Organization's budget, without authorization from Council.

- 13.2 During the summer months, the Vice-President Finance and the Executive are responsible for drafting a summer budget and approving. In September, Council must be informed of all summer spending.

- 13.3 All expenses must be made by writing a cheque, initiating and EFT or making an e-transfer from the AUS' bank account.

- 13.3.1 No expenditure of any amount may be made unless proper receipts have been secured and kept on file.

- 13.3.2 Use of the AUS credit card will be permitted in cases where payments by cheque or e-transfer are not possible.

- 13.3.2.1 These purchases are subject to approval of both the AUS President and Vice-President Finance.

ARTICLE 14 – BANK ACCOUNT

- 14.1 There shall exist one main account for the AUS at a chartered financial institution approved by Council.

- 14.2 There may be additional savings accounts or investments at the discretion of the Vice-President Finance.

- 14.3 SNAX shall have a separate bank account under the same primary account as the main account.

- 14.4 All financial transactions of the AUS shall be made through the main account, excluding transactions of SNAX.



14.5 A copy of each month's bank statement must be submitted to the Financial Management Committee for review within thirty days of receiving the statements.

14.5.1 If the Financial Management Committee deems it necessary, the Vice-President Finance must present the bank statements to council at the next meeting.

ARTICLE 15 – FINANCIAL STATEMENTS AND RECORDS

15.1 The previous year's financial statements shall be kept digitally in the AUS' archives.

15.2 The Vice-President Finance shall maintain accurate and up-to-date ledgers of all expenditures and revenues.

15.2.1 The Vice-President Finance shall report to FMC and Council in September, January, and April as to the financial status of the society.

15.3 The Vice-President Finance shall ensure that there are detailed financial record for the year in which they served up to and including April 30th.

15.4 The Vice-President Finance shall ensure that digital copies are kept of every financial record, including one off-site.

15.5 The Executive Committee shall appoint a certified public accountant to review the finances of the AUS and ensure that taxes are filed properly.

ARTICLE 16 – SNAX

16.1 The outgoing Executive Committee shall appoint a manager of SNAX for the next academic year no later than April 15th.

16.2 The manager of AUS SNAX shall be responsible for hiring all student employees, tracking and ordering inventory, and completing the financial documentation for SNAX.

16.3 The Vice-President Finance shall assist the AUS SNAX manager in preparing all financial documents and making all financial decisions regarding AUS SNAX.

16.4 SNAX is subject to the supervision of the AUS Executive Committee.



- 16.4.1 For day-to-day operations, the AUS Executive Committee will delegate its supervisory authority to the AUS Vice-President Finance. The Executive Committee may also form a supervisory sub-committee at its discretion.



Sustainability By-Laws

Revision History:
September 2020



BACKGROUND

The AUS Sustainability By-laws describe the Sustainability Policy of the Society. Specifically, these By-laws describe the responsibilities, regulations and powers of AUS Internal Entities, affiliates, funding recipients and Executive Portfolios under the organization's sustainability policy.

ARTICLE 1 – PURPOSE AND SCOPE

1.1 Purpose and Scope

- 1.1.1 The Arts Undergraduate Society (hereafter “AUS”) is committed to achieving the highest possible standards of sustainability.
- 1.1.2 In AUS's operations, it will meet or exceed governmental standards of sustainability for educational institutions and the norms of sustainability achieved by our other student associations. AUS's goal is to become an institutional model of sustainability.
- 1.1.3 These By-laws apply to all activities of the Arts Undergraduate Society.

ARTICLE 2 –POLICY STATEMENT, ACTION PLANNING & REPORTING

2.1 Policy Statement

2.1.1 The objectives of these By-laws are as follows:

- a) Ensure AUS undertake its activities and operations in a manner that reduces emissions and waste as much as possible;
- b) Ensure AUS foster a community where sustainability is paramount and collaborate with community organizations advancing the causes of global climate justice;
- c) Encourage economic efficiencies in the AUS's operations that are consistent with social equity and respect for the environment;
- d) Advance individual and collective efforts and accountabilities throughout the McGill community to make sustainability a priority in the life of the University;

e) Minimize the use and consumption of energy, water and material resources in recognition of the finite capacity of the biosphere to accommodate human activities, and;

f) Consider the economic, environmental and social impacts of the activities carried out by or on behalf of the University in order to guide decision-making.

2.2 Action Planning: In order to advance the above goals the AUS will undertake the following actions:

2.2.1 Sustainable Funding of Transportation: The AUS will encourage the use of their funds for non-fossil modes of transport, including public transit and bicycle rentals, as preferable to any other transportation vehicles. This encouragement will be facilitated through promotion in advertising campaigns, educational materials, and more favourable consideration in funding applications

2.2.2 Sustainable Events: All events hosting over 60 people and funded by the AUS must meet the standards of a bronze event certifications, as stipulated by the McGill Office of Sustainability:

2.2.2.1 All events hosting over 180 people and funded by the AUS must obtain at minimum a bronze event certification as defined by the McGill Office of Sustainability.

2.2.2.2 Proof of the implementation of policies 2.2.2. may be demanded from an AUS Departmental Association or AUS Executive by the Financial Management Committee (FMC). Failure to implement these By-laws will result, at the discretion of FMC (but not limited to) in: the retroactive reduction of budget in order to comply with these By-laws, mandatory retraining, non-reimbursement of non-compliant expenses.

2.2.2.3 Should an event be certified to have gone above and beyond the stipulations of these articles, meeting silver or gold certifications, its organizing agency will receive priority during FMC funding deliberations.

2.2.2.4 It is expected that AUS Departmental Associations and Executives will include the additional costs for implementing these By-laws in their budget planning process.



- 2.2.3 Sustainable Printing: All printing companies used by the AUS must be certified by the Forest Stewardship Council of Canada (FSC).
- 2.2.4 Sustainable Cutlery: The AUS will not issue payments for plastic or paper plates, cups, and cutlery.
 - 2.2.4.1 AUS will encourage clubs to utilize on campus cutlery services such as the Plate Club.
 - 2.2.4.2 Should the Plate Club be unable to accommodate a departmental association's needs, AUS will approve payments for compostable plates cups, and cutlery.
- 2.2.5 Offsets: The AUS will purchase carbon offsets to neutralize organizational carbon output.
 - 2.2.5.1 All offsets will be purchased from providers with Gold Standard certification.
 - 2.2.5.2 Amount paid towards carbon offsets will reflect the Gold Standard requirement of \$24 CAD per tonne.
 - 2.2.5.2.1 This amount will shift annually should the Gold Standard alter their requirements.
 - 2.2.5.3 The AUS will purchase all carbon offsets at the end of each academic year, calculating the entirety required for the calendar year.
- 2.2.6 Offsetting Private Cars: The AUS will purchase carbon offsets for all gas paid for by the organization throughout the calendar year.
 - 2.2.6.1 Purchased carbon offsets must be equal to the total carbon output produced by gas that year, as estimated by Article 2.2.5.3.
 - 2.2.6.2 The amount paid towards gas offsets will be calculated to equal: =
$$[(\text{Annual cost of gas} / \text{Average cost of gas}) * 0.00982] * 24$$
- 2.2.7 Offsetting online rideshare applications including Uber and Lyft: The AUS will purchase carbon offsets for all rideshare trips paid for by the department throughout the calendar year.



- 2.2.7.1 Purchased carbon offsets must be equal to the total carbon output produced by these rideshares that year, as estimated by 2.2.7.2
- 2.2.7.2 The amount paid towards rideshare offsets will be calculated to equal:
$$= 650 * \{[\text{total costs of Uber} - (2.5 * \text{total rides})] / 0.85\} * 0.000024$$
- 2.2.8 Offsetting Taxis: The AUS will purchase carbon offsets for all rideshare trips paid for by the department throughout the calendar year.
 - 2.2.8.1 Purchased carbon offsets must be equal to the total carbon output produced by these taxi trips that year, as estimated by article 2.2.8.2
 - 2.2.8.2 The amount paid towards taxi offsets will be calculated to equal: =
$$650 * \{[\text{Annual cost of Taxis} - (3.45 * \text{total rides})] / 1.70\} * 0.000024$$
- 2.2.9 Offsetting Busses: The AUS will purchase carbon offsets for all private bus rides paid for by the department throughout the calendar year.
 - 2.2.9.1 Purchased carbon offsets must be equal to the total carbon output produced by these bus rides that year, as estimated by article 2.2.9.2
 - 2.2.9.2 The amount paid towards bus offsets will be calculated to equal: =
$$[(\text{Annual cost of diesel} / \text{Average cost of diesel}) * 0.01119] * 24$$
- 2.2.10 Offsetting Plastic Waste: The AUS will purchase plastic offsets for all plastic disposed of by its members throughout the calendar year.
 - 2.2.10.1 An equation will be calculated by the 2020-2021 Ethical Business Practices Committee to accurately measure the required plastic offsets in Canadian dollars (CAD). This will be implemented in September 2021.
- 2.2.11 The AUS Vice-President Finance shall report quarterly to the Legislative Council on progress toward achieving the goals of these By-laws.

ARTICLE 3 – AUTHORITY TO APPROVE IMPLEMENTATION PROCEDURES

- 3.1 The AUS Vice-President Finance shall be given authority to establish, approve, amend and repeal procedures which are secondary to and comply with these By-laws.



Accountability By-Laws

Revision History:

October 29, 2014 (ratified)

September 23rd, 2015 (revised)

October 25th, 2017 (revised)



BACKGROUND

The Accountability bylaws outline transparency and accountability measures for Arts Undergraduate Society positions, including channels for addressing concerns with AUS Executive performance and compensation reports. They shall be interpreted alongside the relevant sections of the AUS Financial Bylaws.

ARTICLE 1 – DEFINITIONS

- 1.1 “AUS” shall refer to the Arts Undergraduate Society of McGill University, an accredited student association representing all undergraduate students enrolled in a Bachelor of Arts or a Bachelor of Arts & Science program at McGill University.
- 1.2 “AUS Executive” shall refer to a Vice-President member of the AUS Executive Committee, as outlined in Article 11 of the AUS Constitution.
- 1.3 “AUS Executive Work Study Program” shall refer to the portion of the AUS Work Study Fund allocated towards AUS Executive Compensation by the Work Study administrators of the McGill Scholarships and Student Aid Office.
- 1.4 “Executive timesheets” shall refer to the hour logs submitted bi-weekly by AUS Executives enrolled in the AUS Executive Work Study Program.
- 1.5 “Legislative Council” shall refer to the governing body of the AUS, as outlined in Articles 6 and 7 of the AUS Constitution.
- 1.6 “Secretary General” shall refer to an independent officer of the AUS as defined in Article 3 of these bylaws.
- 1.7 “Speaker of Council” shall refer to the neutral, non-voting chair of AUS Legislative Council, as outlined in Article 7.4 of the AUS Constitution.
- 1.8 “Work Study Administrators” shall refer to the administrators within the McGill Scholarships and Student Aid Office responsible for overseeing the Work Study Program.

ARTICLE 2 – AUS EXECUTIVE WORK STUDY PROGRAM

- 2.1 The total number of hours allocated for the AUS Executive Work Study Program each semester will be determined by the Work Study Administrators.



- 2.1.1 The AUS Secretary General Accountability shall work with the Secretary General HR who liaises with the Work Study Administrators to provide clarification as needed. The AUS Secretary General shall liaise with the Work Study Administrators to provide clarification as needed.
- 2.2 Eligibility for the AUS Executive Work Study Program will be determined by the Work Study Administrators in accordance with the standard program criteria.

ARTICLE 3 – FEEDBACK SURVEY

- 3.1 At least once per semester, an anonymous survey will be conducted among AUS departmental executives and voting members of the AUS Legislative Council, for the purpose of gathering feedback on AUS Executive conduct, accountability and approachability.
 - 3.1.1 This survey will be initiated no less than four (4) weeks before the beginning of the official McGill Examination Period.
 - 3.1.2 The Speaker of Council shall act as an independent and impartial party to review and report on the survey results to the Executive Committee and Legislative Council.
 - 3.1.3 The Speaker of Council shall ensure that the anonymity of all survey respondents is maintained.
 - 3.1.4 AUS Executives shall address substantive feedback from the survey at the Legislative Council session following the release of results.

ARTICLE 4 – COMPLAINTS PROCESS

- 4.1 In the case of substantive concerns regarding an AUS Executive, these may be brought forward in confidence by AUS Members through the following process:
 - 4.1.1 Concerns shall be submitted in writing, in either English or French, to the Secretary General
 - 4.1.2 Following receipt of these concerns, the Secretary General shall notify the President and the implicated AUS Executive of their content within three (3) working days, while ensuring the anonymity of the source.



4.1.2.1 Informal resolution shall be reached where possible.

4.1.3 The implicated AUS Executive shall address the concerns at the next Legislative Council session occurring at least three (3) working days following their notification.

ARTICLE 5 – SECRETARY GENERAL

5.1 A position for Secretary General shall exist under the AUS President portfolio.

5.1.1 The Secretary General shall be responsible for overseeing AUS Human Resources and ensuring AUS Executive accountability in collaboration with the AUS Accountability Committee.

5.2 The Secretary General appointment shall be approved by a two-thirds vote of AUS Legislative Council.

5.2.1 Removal of the Secretary General prior to the end of their term shall be subject to a two-thirds vote of AUS Legislative Council.

ARTICLE 6 – AUS ACCOUNTABILITY COMMITTEE

6.1 An Accountability Committee shall exist under the AUS President portfolio

6.2 The Accountability Committee shall consist of:

6.2.1 The Secretary General (Chair), non-voting;

6.2.2 One (1) Arts Representative to Senate

6.2.3 Three (3) AUS Councillors representing committees or departmental associations;

6.3 The Accountability Committee shall be responsible for:

6.3.1 Reviewing timesheets submitted by AUS Executives enrolled in the AUS Executive Work Study program;

6.3.2 Reconciling timesheets with AUS payroll reports;



- 6.3.3 Noting discrepancies or other concerns with the standard of AUS Executive reporting;
- 6.3.4 Maintaining AUS Executive confidentiality wherever possible.
- 6.3.5 Summoning AUS Executives to clarify any issues with timesheets
- 6.4 The committee will report to the Legislative Council at least once per term.
- 6.5 Decisions of the Accountability Committee may be overruled by a two-thirds majority vote of the Legislative Council.
 - 6.5.1 In the case of concerns, the Legislative Council has the authority to request that the Accountability Committee revisit its report and provide clarifications as needed.

ARTICLE 7 – COMING INTO FORCE

- 7.1 These by-laws shall come into force upon ratification by the Legislative Council and shall supersede all previous versions of the Accountability by-laws.

ARTICLE 8 – INTERPRETATION

- 8.1 These by-laws shall be interpreted in a manner consistent with the by-laws and Constitution of the AUS.

ARTICLE 9 – AMENDMENTS

- 9.1 Amendments to these by-laws shall follow by-law and amendment procedures as laid out in Article 23 of the AUS Constitution.



Departmental Election By-laws

Revision History:

November 21, 2007

Fall 2012

September 4, 2013

October 2, 2013

November 2013 (via referendum)

February 12, 2014

January 14, 2015 (new by-laws)

February 18, 2015

April 8, 2015

May 24, 2015

February 7, 2018

January 16th, 2019



BACKGROUND

The AUS Electoral Bylaws govern AUS elections and referenda.

ARTICLE 1 – DEFINITIONS

- 1.1 “AUS” shall refer to the Arts Undergraduate Society of McGill University.
- 1.2 “Elections AUS” shall refer to the office of the Chief Returning Officer established by Article 14 of the AUS Constitution.
- 1.3 “Working day” shall refer to any scheduled day of classes as defined by McGill University.
- 1.4 “Association” shall refer to the Departmental and Program Student Associations recognized by the AUS.
- 1.5 1.5 Elections shall be held between January 15 and April 5. If necessary, by-elections may take place between September 15 and December 1.

ARTICLE 2 – SCOPE AND EXEMPTIONS

- 2.1 Elections AUS shall administer all annual departmental elections required under Article 8 Section 2 of the AUS Constitution (“Departmental Associations Electoral must hold annual elections in accordance with the AUS Departmental Association Electoral By-Laws and their Constitutions”).
- 2.2 Elections Clause Exemption: Departmental associations may request an exemption with cause from the provisions contained in Article 8 Section 2 of the AUS Constitution.
 - 2.2.1 The AUS president must send the AUS departmental elector’s list to the CRO before October 1st for elections taking place in the fall semester and before February 1st for elections taking place in the winter semester.
- 2.3 Article Five Exemptions: Departmental associations may request an exemption with cause from the provisions contained in Article 5 (“Polling”) of these Departmental Association Electoral Bylaws.
 - 2.3.1 Applications for the aforementioned exemptions shall include a detailed proposal for an alternative electoral process. Applications shall be submitted to Elections AUS no later than February 21 and approved or denied by the AUS Executive Committee no later than March 1.



- 2.4 Inter-faculty departmental associations shall be granted a de facto exemption from the provisions contained in Article 8 Section 2 of the AUS Constitution.

ARTICLE 3 – NOMINATIONS

- 3.1 The nomination period shall be a minimum of five (5) working days, closing at 5:00 PM on the last day. The nomination period for any elected position shall be extended by a minimum of two (2) days if fewer than two (2) candidates are nominated for that position.
- 3.2 The procedure for nomination shall be established by each departmental association and shall be announced to its members through the association's listserv at least three (3) working days prior to the opening of the nomination period.
- 3.3 Where no students declare themselves as candidate for an elected position, the outgoing executive committee shall fill said position by appointment.
- 3.4 Candidates shall not be permitted to collect signatures before the opening of the nomination period.
- 3.5 Members of the Society may nominate more than one (1) candidate for a given position.
- 3.6 Members of the Society may present themselves as candidates for only one (1) elected position in any given Association.

ARTICLE 4 – CAMPAIGNS

- 4.1 The campaign period shall last no less than five (5) working days. Campaigning shall not be permitted before the opening of the campaign period.
- 4.2 No campaign material may be slanderous, libel and/or discriminatory toward a candidate or their position. No campaign material may be unequivocally degrading to any person, organization or department of the University or to any outside group.
- 4.2.1 Departments may not send out endorsements to its official listserv
- 4.3 No candidate shall be allowed to post more than five (5) posters in any given building on any given day. Permission must be granted by the porter of each building prior to the placement of any poster. The dimensions of a poster shall not exceed 8.5 by 11 inches.



- 4.4 No candidate or member of a campaign committee shall have editorial, programming or reporting duties with any student-funded publication at McGill University for the duration of the campaign period, nor shall they use the means of their position in any other campus group to aid in a campaign. The AUS may not send out endorsements to its official listserv.
- 4.5 The determination of whether an individual is a member of a candidate's campaign committee shall be made using the standard of the reasonable person.
- 4.6 All campaign material shall be presented to the CRO before its distribution. The CRO shall have the right to prohibit use if the content or distribution contravenes these bylaws.
 - 4.6.1 All candidates must invite the Elections AUS' social media account to all groups and pages. Social media groups and pages are not included but not limited to Facebook, Twitter, and Instagram.
- 4.7 Candidates may not distribute food or any other gifts in kind for the purpose of campaigning.
- 4.8 No candidate or member of a campaign committee shall send unsolicited communications (including e-mail, direct messages, texts and letters) for the purpose of campaigning. Communications shall be considered unsolicited if the recipient does not normally receive communications from the sender. The determination of whether communications are solicited or unsolicited shall be made using the standard of the reasonable person.
- 4.9 Candidates must submit a report of their expenditures to the CRO within five (5) days of the conclusion of campaigning. All candidates shall be entitled to request an inquiry into the campaign expenditures of another candidate no later than ten (10) days after the conclusion of campaigning.

ARTICLE 5 – POLLING

- 5.1 The polling period shall last no less than three (3) working days.
- 5.2 The polling period and polling website shall be announced to all registered voters at appropriate times, as determined by Elections AUS.
- 5.3 All ballots shall be cast through an online voting system, which shall use the highest security encryption that is reasonably available to Elections AUS.
- 5.4 All users of the online voting system must provide a valid McGill email address.



- 5.5 Should the online voting system become faulty or unreliable mid-way through the polling period, Elections AUS may indicate a new, fair, method of voting, which may include holding a separate emergency polling period or extending the polling period.
- 5.6 If any problems with the online voting system are detected that may have affected the outcome of the election, Elections AUS may call for a new election as soon as logistically possible.
- 5.7 Any member of the Society with knowledge of a problem with the online voting system may file a report to Elections AUS within ten (10) working days of the conclusion of the election.
- 5.8 Should a candidate or member of a candidate's campaign committee be found to be involved in any form of tampering with the online voting system, the candidate shall immediately be disqualified and permanently barred from holding elected or appointed office in the AUS.
- 5.9 Once the official results are announced by Elections AUS, neither appeals of the final tally nor any recounts may be made.
- 5.10 Elections AUS shall have the power to enforce any additional rules or regulations to run the online voting system, provided they do not contradict the AUS Constitution or these Electoral Bylaws.
- 5.11 The CRO shall submit the results in writing to the executive committee of the concerned departmental associations within 24 hours of Elections AUS witnessing the online polling results.
- 5.12 If two or more leading candidates have received an equal number of votes, a random sample of the vote shall determine which of the tied candidates wins the election. The sampling shall take place no later than five (5) working days after the end of the regular polling period for that election, in the presence of the CRO, the tied candidates, and one (1) witness per candidate.
 - 5.12.1 If two candidates have received an equal number of votes, they may jointly petition the CRO to waive the sampling of votes and make a proposal for joint occupancy of the contested position.

ARTICLE 6 – RULINGS

- 6.1 No changes shall be made to these Departmental Association Electoral Bylaws during the nomination, campaign, or polling periods.



- 6.2 Official decisions by Elections AUS shall require the support of a majority of Elections AUS officers. Should Elections AUS not be able to come to a majority decision, the tie-breaking vote shall reside with the CRO.
- 6.3 Official decisions by Elections AUS may be appealed to the Judicial Board of the Students' Society of McGill University (SSMU), as provided in the AUS Constitution, no later than five (5) working days after the election results have been announced or invalidated. The appeals period may not be extended by the AUS Council or the Judicial Board.
- 6.4 Candidates who violate these Bylaws or the AUS Constitution shall be subject to the penalties listed in Appendix A.
 - 6.4.1 Upon handing down a penalty listed in Appendix A, Elections AUS is to provide the penalized student(s) with instructions on how to appeal decisions to the AUS Legislative Council and SSMU Judicial board, including the application form listed in Appendix B
- 6.5 Candidates may be disqualified upon a first or second infraction should the violation be so serious as to have significantly and irreparably advantaged the candidate, such that a fair result at the ballot would be unattainable.
- 6.6 Elections AUS shall invalidate an election if, in its opinion, a violation of the Constitution and Bylaws has adversely affected the outcome of that election. In making this decision, Elections AUS will consider the conduct of the parties and the seriousness of the violations.

Sanctions & Demerit System (Appendix A)

Infraction	Minimum Sanctions	Maximum Sanctions	Demerits
Posting over another candidate's campaign material.	N/A		4-5
Misuse of an elected or appointed position* (incl. moderator positions of social media groups)	Public Announcement	Disqualification	12-18
Posting in a restricted area / unauthorized posting	N/A		2-4
Unauthorized Campaigning* (incl. without Professor's permission / unauthorized publicity thru emails, social media, etc. / falsification of endorsement / campaigning in unauthorized and restricted areas)	Demerit Points	Disqualification	6-18
Pre-Campaigning*	Demerit Points	Public Announcement	4-12
Negative Campaigning*	Campaign Suspension	Disqualification	13-18
Inhibiting their candidates (preventing other candidates from running a campaign including but is not limited to engaging in deception or misinformation)	Public Announcement	Disqualification	12-18
Engaging External Support*	Campaign Suspension	Disqualification	13-18
Spending over given budget	Public Announcement	Disqualification	12-18
Deception of election authorities	Campaign Suspension	Disqualification	13-18
Bribery (attempted or successful)	Campaign Suspension	Disqualification	13-18

*Up to discretion of Elections AUS, may result in public censure through Listserv, Facebook, or any other public communication means if the above, prove to be unavailable.

These sanctions and demerit points are to be interpreted as a **guideline** only. Elections AUS has the sole authority to interpret the sanctions and demerit system. Appeals may be made to the Judicial Board.

Demerit Scale :

- 8 Demerits : Issuance of a formal warning to a Campaign Committee or Candidate
- 12 Demerits : Public Announcement
- 13 ~ 17 Demerits : Campaign Suspension
- 18 ~ 20 Demerits : Automatic consideration of disqualification / invalidation

Appendix B

SSMU Judicial Board		P-1
<i>Petition for hearing</i>		
PETITIONER (If more than one, please attach typed sheet including all required information)		
First name	Last name	
Telephone	E-mail address	
PETITIONER'S advocate, if any (If more than one, please attach typed sheet including all required information)		
First name	Last name	
Telephone	E-mail address	
RESPONDENT (If more than one, please attach typed sheet including all required information)		
First name	Last name	
Telephone	E-mail address	
RESPONDENT'S advocate, if any (If more than one, please attach typed sheet including all required information)		
First name	Last name	
Telephone	E-mail address	
Declaration guidelines (Declaration should accompany petition)		
<p>① Allegation of facts: What happened? Who did what? What were the relevant dates of any e.g. communications, decisions, office Council motions? A copy of all relevant documents in their entirety should be attached to the petition (do not include the SSMU Constitution or By-Laws)</p> <p>② Procedures already followed: Why is it not possible for this petition to be resolved by the parties? Have all possible avenues for dispute resolution been exhausted? If not, why not?</p> <p>③ What does the petitioner want (remedy sought)? The petitioner must state clearly what he or she wants, e.g. order of Council overturned, an act by an officer declared unconstitutional, an interpretation of the Constitution or By-Laws in reference to a specific 'act' situation.</p> <p>④ Reasoned argument: What is the basis of jurisdiction for the Judicial Board? Why should the Judicial Board award the petitioner what he or she wants? What specific statutory provisions are involved and/or have been violated? How do the facts as alleged constitute a violation? How should the statutory provisions be interpreted according to the petitioner?</p>		
PETITIONER'S witnesses, if any (If more than three, attach typed sheet including all required information)		
First name	Last name	
Telephone	E-mail address	
Reason of witness to dispute		
First name	Last name	
Telephone	E-mail address	
Reason of witness to dispute		
First name	Last name	
Telephone	E-mail address	
Reason of witness to dispute		
<p>I, the undersigned, petition the Students' Society of McGill University Judicial Board and agree to submit to its sole jurisdiction and be bound by its decision.</p>		
Date		Signature
<p><small>Signature shall be deemed to have been effected four days following delivery of the petition to a third-party mandated to deliver it to the respondent(s).</small></p>		



By-Laws Regarding FIOs

Revision History:

April 9, 2014



BACKGROUND

These By-laws discuss the approval mechanism for Frais Institutionnels Obligatoires, which are additional fees that students must pay to take certain courses. As the AUS has interfaculty departments with the Science Undergraduate Society (SUS), the SUS has adopted these by-laws in identical form.

ARTICLE 1 – DEFINITIONS

- 1.1 “FIOs” shall refer to Frais Institutionnels Obligatoires or mandatory fees charged to students who register for certain courses to cover additional costs associated with that course above tuition.
- 1.2 “Departments” shall refer to academic units that offer academic programs to students. As relevant for these bylaws, departments in this case are specific to the Faculty of Arts or the Faculty of Science.
 - 1.2.1 “Interfaculty Departments” shall refer to academic units that offer programs to students in both the Faculty of Arts and the Faculty of Science, including but not limited to: Environment, Geography, Mathematics, and Psychology.
- 1.3 “Departmental Associations” shall refer to non-incorporated, non-accredited student groups that represent the interests of students registered in that department
 - 1.3.1 “Interfaculty Departmental Associations” shall refer to non-incorporated, nonaccredited student groups that represent the interests of students registered in interfaculty departments.
- 1.4 “AUS” shall refer to the Arts Undergraduate Society of McGill University, an incorporated and accredited student association that represents students in the Faculty of Arts and in the Faculty of Arts & Science.
- 1.5 “SUS” shall refer to the Science Undergraduate Society of McGill University, an incorporated and accredited student association that represents students in the Faculty of Science and in the Faculty of Arts & Science.



ARTICLE 2 – PROCESS OF APPROVAL FOR COURSES WITHIN DEPARTMENTS IN THE FACULTY OF ARTS

- 2.1 Before entertaining a motion to approve a FIO for courses within the Faculty of Arts, the representative departmental association must make a recommendation to AUS Legislative Council as determined by a vote among their Executive Committee, coordinating body, or General Assembly.
- 2.2 To approve any FIO, the representative departmental association's recommendation must be presented to AUS Legislative Council and must be ratified by a simple majority vote.
- 2.3 If a decision must be made when AUS Legislative Council is unable to be convened, the AUS Executive Committee must contact the representative departmental association if and when possible for their recommendation. This recommendation can then be ratified by a simple majority of the AUS Executive Committee. Arts Undergraduate Society of McGill University By-Law Book Last Revised April 9, 2014
- 2.4 FIOs for courses taught within departments without representative departmental associations shall be brought directly to AUS Legislative Council for ratification or to the AUS Executive Committee if AUS Legislative Council is unable to be convened.
- 2.5 The AUS President shall report the outcome of the vote on any and all FIOs to Student Accounts and to the Office of the Deputy Provost (Student Life and Learning).

ARTICLE 3 – PROCESS OF APPROVAL FOR COURSES WITHIN DEPARTMENTS IN THE FACULTY OF SCIENCE

- 3.1 Before entertaining a motion to approve a FIO for courses within the Faculty of Science, the representative departmental association must make a recommendation to SUS General Council as determined by a vote among their Executive Committee, coordinating body, or General Assembly.
- 3.2 To approve any FIO, the representative departmental association's recommendation must be presented to SUS General Council and must be ratified by a simple majority vote.
- 3.3 If a decision must be made when SUS General Council is unable to be convened, the SUS Executive Committee must contact the representative departmental association if and when possible for their recommendation. This recommendation can then be ratified by a simple majority of the SUS Executive Committee.



- 3.4 FIOs for courses taught within departments without representative departmental associations shall be brought directly to SUS General Council for ratification or to the SUS Executive Committee if SUS General Council is unable to be convened.
- 3.5 The outcome of the vote on any and all FIOs shall be reported to Student Accounts and the Office of the Deputy Provost (Student Life and Learning) by the SUS President.

ARTICLE 4 – PROCESS OF APPROVAL FOR COURSES WITHIN INTERFACULTY DEPARTMENTS

- 4.1 Before entertaining a motion to approve a FIO for courses within interfaculty departments, the representative interfaculty departmental association must make a recommendation to both the AUS Legislative Council and the SUS General Council as determined by a vote among their Executive Committee, coordinating body, or General Assembly.
- 4.2 To approve any FIOs, the representative interfaculty departmental association's recommendation must be presented to both AUS Legislative Council and the SUS General Council and must be ratified by a simple majority vote of both governing bodies.
 - 4.2.1 In the case that either the AUS Legislative Council or SUS General Council chooses not ratify the recommendation in either the AUS Legislative Council or the SUS General Council, the FIOs shall not be adopted. Arts Undergraduate Society of McGill University By-Law Book Last Revised April 9, 2014
- 4.3 If a decision must be made when AUS Legislative Council and/or SUS General Council is/are unable to be convened, the SUS Executive Committee must contact the representative interfaculty departmental association if and when possible for their recommendation. This recommendation can then be ratified by a simple majority vote of the SUS Executive Committee.
- 4.4 FIOs for courses taught within interfaculty departments without representative interfaculty departmental associations shall be brought directly to SUS General Council for ratification or to the SUS Executive Committee if SUS General Council is unable to be convened.
- 4.5 If a decision is made in the manner outlined in Articles 4.3 or 4.4, the SUS Executive Committee shall inform the AUS Executive Committee in writing within one (1) week



of their decision. 4.5.1 In the cases outlined in Articles 4.3 and 4.4, the AUS cedes their position in the ratification process to the SUS.

- 4.6 The outcome of the vote on any and all FIOs shall be reported to Student Accounts and the Office of the Deputy Provost (Student Life and Learning) by the SUS President.

ARTICLE 5 - COMING INTO FORCE

- 5.1 To come into force, the AUS Legislative Council and SUS General Council must adopt identical versions of these bylaws.

ARTICLE 6 - AMENDMENTS

- 6.1 Amendments to these by-laws must be made in joint agreement of the AUS and SUS Executive Committees.
- 6.2 All amendments must pass through AUS Legislative Council and SUS General Council with a two-thirds ($\frac{2}{3}$) majority vote.



Frosh By-Laws

Revision History:

April 8, 2015



ARTICLE 1 – PREAMBLE AND BACKGROUND

- 1.1 The Arts Undergraduate Society formed an Ad-Hoc Frosh Bylaws Committee to draft legislation that would govern the planning and execution of Frosh Week, an orientation event for incoming students. See Appendix for Ad-Hoc Committee membership and the context of the creation of these By-Laws

ARTICLE 2 – POLICY STATEMENT AND MANDATE

- 2.1 In accordance with the AUS Constitution and Equity Policy, the AUS has a responsibility to plan and execute a Frosh Week that is inclusive, accessible, and sustainable. This Policy works to institutionalize the operations of Frosh and also to create a comprehensive guideline for the continuity, transparency, and efficiency of Frosh.

ARTICLE 3 – DEFINITIONS AND MEMBERSHIP

- 3.1 Frosh: Social and cultural orientation for first-year Arts students to the Arts Undergraduate Society, life as a McGill student, and the surrounding Montreal community.
- 3.2 Frosh Leaders: Upper-year students selected to lead Frosh groups, provide information about Frosh and life as a McGill student, directly oversee first-year students, and implement safe and inclusive methods of student engagement. Frosh Leaders are also expected to inform students about AUS resources, such as the FirstYear Events, Academic, and Representative Council (FEARC) and the AUS Essay Centre. They are expected to act as mentors within the Faculty of Arts for first-year students.
- 3.3 Arts and Science: In the absence of a specific Arts and Science Frosh in order to better accommodate unique student groups, students belonging to the Arts and Science faculty are permitted to register in either Arts Frosh or Science Frosh. Groups made up of solely Arts and Science students are then formed within each Frosh for these students, and are led by specifically hired Arts and Science Frosh Leaders, selected by the Bachelor of Arts and Science Integrative Council (BASiC) Vice-President Internal. They attend the majority of Arts Frosh events as regular Arts Frosh participants, but also attend separate Arts and Science events.
- 3.4 Operations Staff (O-Staff): Upper-year students selected to assist with the logistical implementation of Frosh events and staff events.



- 3.5 Frosh Coordinators: Individuals with event planning, coordination, or other relevant experience hired by the Vice-President Social to sit on the Frosh Committee that assist with ideas and planning, implementation, and coordination for all aspects of Frosh. The Coordinator positions vary by title, each taking on different aspects of the event and overseeing certain areas of its operation. Arts Undergraduate Society of McGill University By-Law Book
- 3.6 Frosh Committee: Made up of the Frosh Coordinators whose responsibilities include, but are not limited to:
 - 3.6.1 Planning a clear vision for the theme and operational direction of Frosh; upholding the principles of inclusivity, safety, and ensuring adherence to the AUS Constitution;
 - 3.6.2 Hiring and training all Leaders and O-Staff;
 - 3.6.3 Liaising with the Students' Society of McGill University (SSMU) and other Faculty Frosh Committees and external groups in the Montreal community;
 - 3.6.4 Presenting a Frosh Report detailing their planning and implementation processes to the AUS Legislative Council in the same academic year.
- 3.7 Vice-President Social: The head of the Frosh Committee, whose responsibilities include, but are not limited to:
 - 3.7.1 Hiring and managing the Committee;
 - 3.7.2 Delegating tasks to its members throughout the summer;
 - 3.7.3 Sitting on the Integrated Orientation Committee (IOC) and the Orientation Planning Group (OPG);
 - 3.7.4 Liaising between the Frosh Committee and the AUS Executive Committee;
 - 3.7.5 Being a representative figure on the AUS's behalf to the administration and Montreal community in matters relevant to Frosh.
- 3.8 Equity Commissioner: Arts Undergraduate Society Equity Commissioners aid the Frosh Planning Committee and the Vice-President Social in creating accessible and equitable spaces during Frosh, and in its planning. The Equity Commissioners will present a Frosh Report to the AUS Legislative Council in the same academic year and work throughout the academic year to improve future Frosh events.



- 3.9 Accessibility: The consideration of the obstacles that limit the participation and experience of persons planning and attending Frosh Week. Planning and implementation should move towards universal design, which provides access for diverse needs and backgrounds, in terms of financial, social, and physical access.
- 3.10 AUS Executives: Body of elected AUS individuals that represent the Executive Committee that hold the Vice-President Social accountable for the planning and operational processes of Frosh. The AUS Executive Committee is also responsible for representing and promoting the AUS throughout Frosh.

ARTICLE 4 – HIRING AND TRAINING PROCESS

- 4.1 Hiring: The hiring of the AUS Frosh Committee will be conducted by an interview panel that includes:
 - 4.1.1 Outgoing and Incoming Vice Presidents Social;
 - 4.1.2 Representation from the AUS Equity Committee;
 - 4.1.3 Representation from the outgoing AUS Frosh Committee. Arts Undergraduate Society of McGill University By-Law Book
- 4.2 Eligibility: Current students and recent graduates of McGill within one year of their graduation are eligible to apply for the Coordinator Committee. Priority will be given to Arts and Arts and Science students, but students from other Faculties are eligible for consideration.
- 4.3 Training: The AUS Frosh Committee will receive an AUS training session, which includes information about AUS resources, the AUS financial system, budgeting and expense tracking, and how to create a record of their activities over the summer. This training session will be conducted by the Vice-President Social and Vice-President Finance, with input and consultation if necessary from the AUS President and AUS Vice-President Academic for affairs related to general AUS resources.
 - 4.3.1 The AUS Frosh Committee will also receive Equity training. This is to be coordinated by the AUS Equity Committee in accordance with general institutional practices, including the training session offered by Campus Life and Engagement. If Campus Life and Engagement does not conduct a training session, the AUS Equity Committee is responsible for conducting it



themselves and can look towards the Social Equity and Diversity Office as an additional resource.

ARTICLE 5 – LIAISON & OPERATIONS

- 5.1 In accordance with the AUS Equity Policy Article 3.4.4.1.2, there will be at least one member of the AUS Frosh Committee that is responsible for assisting the Vice-President Social with ensuring the adherence to the Equity Policy during orientation activities.
 - 5.1.1 This individual will also be responsible for liaising directly with the Equity Committee during the planning period. The Equity Committee will be notified of all major planning decisions with a written report.
- 5.2 The Equity Commissioners will review and design certain written responsibilities for this individual pertaining to their involvement with the AUS Equity Committee stipulating the terms and protections granted to them to their position and the scope of their responsibilities during Frosh.
 - 5.2.1 The annual theme for Frosh must be approved by the AUS Equity Committee and deemed to be in line with the AUS Equity Policy.
- 5.3 The AUS Vice-President Social, with the assistance of the AUS Frosh Committee, is responsible for sending a monthly written report to the AUS Executive Committee about the ongoing operations of Frosh.
- 5.4 At the second session of AUS Legislative Council in the new year, the AUS Frosh Committee will give a report headed by the Chairs of the Committee debriefing their Frosh experience and also providing a set of best practices for Council. This is also an occasion for revisitation of these by-laws to ensure they are in accordance with best Arts Undergraduate Society of McGill University By-Law Book practices. The purpose of this presentation is also to ensure continuity between Frosh and the rest of the AUS.
- 5.5 During Frosh, the Equity Commissioners will act as representatives of the AUS, visually distinguished in a way to differentiate them from Frosh Leaders or O-Staff.

ARTICLE 6 – FINANCIAL SECTION

- 6.1 The AUS Vice-President Social is responsible for working with the AUS Vice-President Finance to create a comprehensive budget for Frosh. The first draft of the budget will be completed by mid to end of June at which point it must be



approved by a majority of the Executive Committee through an online vote. A monthly update will be made to the budget and any major changes must be approved through an online vote of the Executive Committee.

- 6.2 The finalized projected budget must be ready for the first day of Orientation Week. Any cash buffer requested for the week must be set at this point to be approved with the finalized projected budget.
- 6.3 After Frosh is over and the budget is compiled with all revenues and expenses, there must be a presentation at a session of AUS Legislative Council for an accurate profit/loss record.
- 6.4 The members of the AUS Frosh Committee receive the first portion of payment toward their stipend in August during the planning period but before Frosh activities. All members of the AUS Frosh Committee must submit an exit report within 30 days after the end of Frosh to receive the second payment.
- 6.5 All members of the AUS Frosh Committee must sign a contract with the AUS stipulating the terms and protections granted to them to their position.
- 6.6 There is a precedent for Arts Frosh to help fund BASiC frosh events, in order to better integrate BASiC students into the Arts Faculty.

ARTICLE 7 - FOLLOW-UP AND INSTITUTIONAL MEMORY

- 7.1 The AUS Frosh Committee will send out a follow-up survey to all AUS Frosh Leaders and O-Staff.
- 7.2 Frosh Leaders are recommended to direct their first-year students to AUS resources developed by the Executive Committee to help them be integrated into life in the Faculty of Arts at McGill. A training package will be prepared by the AUS Executive Committee under the direction of the President, Vice-President Academic, and VicePresident Social, to be a resource for Frosh Leaders in their mentorship efforts. Frosh Leaders are encouraged to maintain connections with their first-year students. Arts Undergraduate Society of McGill University By-Law Book
- 7.3 If Frosh makes a surplus, the money will be allocated to events planned for first-year students by the Vice-President Social in collaboration with FEARC.



ARTICLE 8 - TIMELINE (VISUAL DISPLAY)

April: Hiring of Frosh Coordinators, Frosh Leaders, and O-Staff

May: Frosh Committee will be equity trained, Frosh update will be sent to AUS Executive Committee

June: First pre-Frosh budget proposal will be submitted to AUS Executive Committee, second Frosh update will be sent to AUS Executive Committee

July: Budget update and third Frosh update will be submitted to AUS Executive Committee

August: Frosh Coordinators will receive the first portion of payment toward their stipend

September: Exit report must be received within 30 days after the end of Frosh to receive second payment of stipend Appendix: Membership of this Frosh By-Law Policy Committee.

At the October 29th, 2014 meeting of the AUS Council, a Motion to Convene Ad-Hoc Frosh By-Laws Committee was passed to address concerns related to the regulation, transparency, and continuity of a successful Frosh week for years to come.

MOTION TO CONVENE AD-HOC FROSH BY-LAWS COMMITTEE

Whereas, Arts Frosh as a part of Orientation Week, is one of the largest events of the Arts Undergraduate Society and one of the first points of contact for new students entering the Faculty of Arts and the Faculty of Arts and Science,

Whereas, under the AUS Equity Policy, it is mandated under Article 2.1.2 regarding the scope of the by-laws that the policy apply to "all activities and events hosted, funded, and promoted by the Society and AUS affiliated departmental associations and internal groups",

Whereas, no current system of by-laws or regulations exist to bring the operation of Frosh in orientation with the general body of AUS constitutions and by-laws,

Whereas, Frosh By-Laws will improve the financial transparency and efficiency of the organization of the event, Arts Undergraduate Society of McGill University By-Law Book

Whereas, consultation has been conducted with various interested individuals in the enactment of AUS Frosh By-Laws,

Whereas, the span and composition of the Committee spans several portfolios of the AUS,



Be it resolved, that AUS Legislative Council create an Ad-Hoc Frosh By-Law Committee,

Be it resolved, that the composition of the Committee consist of:

- The AUS Vice-President Social

- The AUS Equity Commissioners

- A designated financial representative of the AUS

- A previous member of the AUS Frosh Coordinator Committee

- Two members-at-large, including one interfaculty representative

Be it resolved, that the Committee consult with members-of-large regarding specific matters such as interfaculty collaboration with Arts and Science members and Social Work students,

Be it resolved, that the Committee report to Legislative Council on a monthly basis regarding its progress,

After the motion was passed, the Ad-Hoc Frosh By-Law Committee was formed, comprised of the AUS Vice-President Social, Johanna Nikoletos; AUS President, Ava Liu; AUS Equity Commissioners, Isabel Lee and Vereesha Khan; FMC chair, Rona Hunter; BASiC Vice-President External, Jessica Drozd; and EPiC committee members, Christine Koppelaar and Aleks Djurdjevic.

The policy was drafted in the Winter 2015 term, and will be discussed at the AUS Councils on March 25 and April 8, 2015. March 9th, 7:30pm.



Involvement Restriction Policy

Revision History:
October 30, 2019



ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

- 1.1 The Arts Undergraduate Society of McGill University, hereafter referred to “AUS”, is the registered name of the non-profit organization representing and serving all undergraduate students in the Faculty of Arts and the Faculty of Arts and Science at McGill University.
- 1.2 The Secretary Generals of the AUS, hereafter referred to as the Sec-Gen Team, is the impartial third-party body specializing in accountability, equity, employment, and involvement of the Arts Undergraduate Society of McGill University which is composed of the Secretary General and Deputy Secretary General as defined by the AUS Constitution and By-Laws.
- 1.3 The AUS context shall refer to any situation where there is a clear connection to the AUS or its members.
 - 1.3.1 The AUS context is not limited to AUS spaces or McGill campuses.
- 1.4 Improper conduct of an individual includes, but is not limited to, any action that endangers the physical, mental, and/or emotional well-being, of individual(s) in the AUS context.
- 1.5 The complainant shall be the individual(s) affected, either directly or indirectly, by the alleged improper conduct.
 - 1.5.1 The terms “complainant”, “survivor” or similar terms may be used interchangeably at the discretion of the party per situation.
- 1.6 The respondent shall be the individual who allegedly engaged in improper conduct.
 - 1.6.1 The terms “respondent”, “accused” or similar terms may be used interchangeably at the discretion of the party per situation.
- 1.7 The Involvement Restriction Committee is the standing committee from which an Investigation Committee may be formed.
- 1.8 An Investigation Committee is an ad-hoc committee which manages a given involvement restriction request.
- 1.9 Involvement Restriction refers to a limitation placed on an individual’s involvement within the AUS. This may include, but is not limited to: participating in, attending,



staffing, or organizing events, holding positions of leadership or being a member of, or representing the AUS and/or its affiliations.

1.10 Involvement restriction shall not be applied in a discriminatory manner and decisions cannot be based on personal characteristics such as race, gender, sex, religion, sexual orientation, disability, etc. as defined in Section 2, Article 10 of the McGill Charter of Student Rights.

1.10.1 Involvement restriction shall also not be applied with a pre-existing bias or with purposeful, conscious intent of harm.

1.10.2 Similarly, involvement restriction must also not be withheld for reasons pertaining to an individual's personal characteristics and/or with pre-existing bias.

ARTICLE 2 – PURPOSE

2.1 The purpose of the policy is to:

2.1.1 Ensure and maintain the creation of a safe environment for all AUS members within all AUS spaces, including AUS events and groups.

2.1.2 Protect the complainant(s) from further harm, physical, mental, or emotional, with an understanding that the different levels of violence certain marginalized groups face and we want to use our privilege to protect them

2.1.3 Restrict the access of individuals who are likely to endanger the complainant or other students, in AUS spaces and groups, during AUS and/or AUS-involved events, and other instances within the AUS context, as deemed necessary by the committee.

2.1.3.1 Restriction of access may extend to the McGill context and therefore affect access to other faculty and university-affiliated events and campus spaces, as deemed necessary by the committee.

ARTICLE 3 – SCOPE OF COMMITTEE

3.1 Involvement restriction is not a punishment. The committee shall not:

3.1.1 Determine judgements as to whether the respondent is “innocent” or “guilty”.



3.1.2 Make decisions with the intention of punishing the respondent.

3.1.3 Make decisions that do not serve to uphold the policy's purpose as described in Article 2.

3.2 The Investigation Committee does not require absolute proof in order to make a decision.

ARTICLE 4 – RESTRICTION INVESTIGATION REQUEST

4.1 As previously stated in Article 1, improper conduct of an individual includes, but is not limited to, any action that endangers the physical, mental, or emotional, well-being of an individual or group in the AUS context.

4.2 A complainant may request the restriction of an individual who has demonstrated improper conduct in the AUS context by filing a formal complaint with the AUS Equity Team, or by contacting a member of the AUS Executive Committee.

4.2.1 In the case a complainant requests restriction through a member of the AUS Executive Committee, hereafter referred to as the Executive, is responsible for informing an Equity Commissioner of the complaint. The Executive is responsible for informing the complainant of the investigative process and reinforcing the clause of non-disclosure held by the Equity Commissioners.

4.3 The investigation request shall be approved by at least one (1) AUS Equity Commissioner.

4.3.1 The investigation request shall be approved in a timely manner.

4.4 The Equity Commissioner shall inform the President of the approval of the investigation request.

4.4.1 The notice of approval shall be sent within twenty-four (24) hours of the initial approval of the investigation request as stated in 4.3.1.

4.5 A restriction request can only be rejected by a unanimous vote of the Executive Committee and the Equity Commissioners.

4.6 In the case of an involvement restriction request in which the complainant and/or the respondent are members of the Executive Committee or Equity Team, the approval or rejection of the request shall be handled by the Sec-Gen Team.



ARTICLE 5 – INVOLVEMENT RESTRICTION COMMITTEE

- 5.1 The Involvement Restriction Committee shall be formed between May 1 and May 31. It will comprise of:
 - 5.1.1 All AUS Equity Commissioners;
 - 5.1.2 All members of the Executive Committee.
- 5.2 Investigations into involvement restriction requests made during the summer shall be conducted by the Involvement Restriction Committee.
 - 5.2.1 The Involvement Restriction Committee shall be overseen during the summer by the President.
 - 5.2.1.1 If the President is not available, a stand-in will be elected among available members of the Involvement Restriction Committee.
 - 5.2.2 The Involvement Restriction Committee shall follow all regular investigation procedures outlined in article 6.
- 5.3 At the first AUS Legislative Council meeting, the Involvement Restriction Committee shall be ratified at Council.
 - 5.3.1 If (a) member(s) is/are failed to be ratified, immediate action will be taken to find replacement permanent Committee members by the next AUS Legislative Council. This will be completed at the discretion of the Equity Team.
 - 5.3.2 The ratified members will continue to act and serve on the Involvement Restriction Committee.
- 5.4 All members of the committee shall sign a non-disclosure agreement (NDA) at the start of their term. A breach of the NDA will be grounds for immediate removal from the committee and other necessary disciplinary actions as specified within the agreement.
- 5.5 All members of the committee shall receive equity training, including but not limited to active listening training, disclosure training, mental health training, and any other training deemed appropriate by the Equity Team.

- 5.6 The Executive Committee shall continue the regular updating and appropriate maintenance of the restriction list and enforcement of any restriction terms.

ARTICLE 6 – THE INVESTIGATION COMMITTEE

- 6.1 The Investigation Committee shall be comprised of six (6) members of the Involvement Restriction Committee, with one of the members being an Equity Commissioner.
- 6.1.1 The Investigation Committee may only have up to one Equity Commissioner.
- 6.1.2 Once the investigation process has begun, additional members may not be added to the Investigation Committee.
- 6.1.3 In the case that quorum, as per article 6.1, cannot be met due to vacancies in the Involvement Restriction Committee and/or a surplus of members rendered ineligible to handle the investigation due to a pre-existing bias, the committee may define an ad-hoc quorum subject to ratification by the Executive Committee.
- 6.1.4 The Investigation Committee may change according to each case, as factors defining eligibility to handle a case as stated in Article 6.2.
- 6.1.5 The Investigation Committee must be formed within twenty-four (24) hours of the initial approval of the investigation request.
- 6.2 Upon approval of the investigation request and prior to the start of the investigation, the Involvement Restriction Committee members, shall evaluate any pre-existing biases. It is each member's responsibility to declare in all truthfulness any pre-existing biases, with failure to do so as grounds for removal from the Investigation Committee and other necessary disciplinary actions as deemed appropriate by the Sec-Gen Team and the Executive Committee.
- 6.2.1 No member of the Investigation Committee may have been directly involved in a role or have witnessed the incident.
- 6.2.2 All members of the Investigation Committee must declare any personal relationship with any of the parties involved.
- 6.2.2.1 The extent of personal relationship is to the discretion of the member. A purposeful failure to evaluate the extent is grounds for removal from the Investigation Committee and other necessary disciplinary

actions as deemed appropriate by the Sec-Gen Team and the Executive Team.

- 6.2.3 Any member of the Investigation Committee may step down from the committee for the duration of the investigation.
- 6.2.4 At any point during the investigation, a member of the Investigation Committee may ask another member to step down for the duration of the investigation due to bias, subject to ratification by a ½ vote by the Involvement Restriction Committee.
- 6.2.5 Should a member of the Investigation Committee step down, they shall be replaced by another member of the Involvement Restriction Committee not yet involved in the Investigation Committee.
- 6.2.6 Should there be no more eligible Involvement Restriction Members to fill the vacant role(s), the committee may define an ad-hoc quorum subject to ratification by the Executive Committee just as defined in 6.1.3.
- 6.3 Knowingly possessing a bias but remaining on the committee shall be grounds for immediate removal from the Involvement Restriction Committee and other necessary disciplinary actions as deemed appropriate by the Sec-Gen Team.
- 6.4 Members of the Involvement Restriction Committee may decline a role on the Investigation Committee aside from pre-existing bias with valid reason, submitted to the Secretary General(s) and/or Equity Commissioner(s).
- 6.5 In the event that an Investigation Committee cannot be formed due to a surplus of Involvement Restriction Committee members possessing a pre-existing bias, temporary additional Involvement Restriction Committee members shall be chosen within and ratified within one (1) week by the Executive Committee and then trained at the discretion of the Equity Commissioner(s) within one (1) week of their hiring.
 - 6.5.1 The temporary additional members must sign an NDA and are subject to the same responsibility and expectations as the regular standing members, as defined by this Policy and the AUS Constitution.
- 6.6 In the case that all Equity Commissioners possess a pre-existing bias, the Executive Committee shall recruit new Involvement Restriction Committee members, first turning towards recruitment of new members from the AUS Legislative Council.



- 6.6.1 If suitable members of the Involvement Restriction Committee cannot be found within members of the AUS Legislative Council, the Executive committee may recruit among general members of the AUS.
- 6.7 In the event that all members of the Executive committee have a pre-existing bias, the investigation request must be declined.
 - 6.7.1 The complainant may have the option of bringing their concern to a McGill channel.
- 6.8 Any members of the Investigation Restriction Committee must sign a disclaimer attesting their non-involvement with the case they possess a pre-existing bias in.

ARTICLE 7 – INVESTIGATION PROCEDURE AND OUTCOME

- 7.1 During the investigation process, the respondent shall be subject to a probation period with suspension from all involvement and activities in the AUS and/or interfaculty context, pending investigation, effective immediately upon approval of the investigation request.
 - 7.1.1 The probationary period shall begin following the approval of the investigation request and last up to 30 days or following the ratification of the decision of the Investigation Committee by the Executive Committee.
 - 7.1.2 During the probationary period, the respondent may not participate or staff in any AUS events, sit on any EUS affiliated teams, or participate in any AUS groups as deemed appropriate by the Investigation Committee.
 - 7.1.3 If a restricted individual has registered and paid for an event prior to the probationary period, they may be refunded and unregistered from said event. If an individual is an active member of an AUS team or group, their membership must be suspended immediately and, to the team/group's discretion, be replaced for the time being.
- 7.2 The respondent shall be notified in writing by the Investigation Committee twentyfour (24) hours before the start of the probationary period.
 - 7.2.1 The notice of investigation shall describe the nature of the alleged misconduct, without disclosing the identities of the complainant or any of the persons involved, and issue a warning that shall the respondent choose to pursue their own investigation into or seek action upon involved parties, including but not limited to the complainant, affiliates of the respondent, the

Involvement Restriction Committee, and the Investigation Committee, they may face consequences and furthermore, the Investigation Committee reserves the right to factor in the complainant's choice to pursue their own investigation or seek action into the decision-making process.

- 7.2.1.1 The complainant shall be given the opportunity to review this initial disclosure to ensure they are comfortable with its contents. Once both the complainant(s) and the Investigation Committee have given their consent as to the content of this notice, it shall be sent to the respondent along with the most recent version of this policy.
 - 7.2.2 A list of support networks and resources at McGill, including but not limited to mental health and well-being resources, shall be sent to the respondent with the notice of investigation.
 - 7.2.3 The respondent is entitled to be informed about relevant procedural aspects of the investigation and changes to the composition of the Investigation Committee, so long as that information does not compromise or come at the expense of the safety and privacy of the complainant and committee members.
- 7.3 The Investigation Committee shall interview the complainant. The interview must be conducted within (5) business days.
 - 7.3.1 A written statement may be accepted in place of, or as a supplement to, an interview.
 - 7.3.1.1 When the Investigation Committee requests an interview with the complainant, they must also make the complainant aware of the option to submit a written statement.
 - 7.3.1.2 If the complainant elects to submit a written statement, the Investigation Committee shall provide a list of questions that the complainant should answer in their statement. The complainant may also include in the statement any other information they feel relevant to the investigation. Failure to respond to any question provided may factor into the decision-making process of the Investigation Committee. The written statement must be submitted to the Investigation Committee within five (5) business days after the issuing of the list of questions.

7.3.1.3 The complainant's choice to submit a written statement instead of attending an in-person interview may not factor into the decision making process of the Investigation Committee.

7.4 The Investigation Committee shall interview the respondent. Failure for the respondent to cooperate may factor into the decision-making process of the Investigation Committee. The respondent must be contacted for an interview within forty-eight (48) hours of completion of the interview with the complainant. The interview with the respondent must be conducted within five (5) business days of contact.

7.4.1 A written statement as per 7.3.1 may be accepted in place of or as a supplement to an interview.

7.4.2 The complainant shall be interviewed before the respondent, or their written report must be received before interviewing the respondent, or before sending the respondent their questions, if the respondent has chosen to submit a written report.

7.5 The Investigation Committee shall be an impartial body.

7.5.1 The Investigation Committee must disclose each member who is sitting on the Committee for the case in question to all parties involved.

7.5.2 The respondent and the complainant may raise concerns on the composition of the Investigation Committee to the Sec-Gen Team, who shall investigate the concerns and take the appropriate actions.

7.5.2.1 Pending the Sec-Gen Team's investigation, the Investigation Committee will halt activities and will resume again upon completion of the Sec-Gen Team's investigation.

7.6 The Investigation Committee shall interview any individual who voluntarily comes forward with information on the incident.

7.6.1 Individuals who step forward may not learn any further details about the ongoing investigation and may only provide their account of events or other relevant information.

7.7 The Investigation Committee may not discuss any details pertaining to the individual or incident in question with people outside of the Investigation Committee and the Executive Committee, unless otherwise specified within this policy.

- 7.7.1 The Investigation Committee may not discuss any details pertaining to the investigation with members of the Involvement Restriction Committee previously rendered ineligible due to pre-existing bias.
- 7.7.2 Access to the minutes recorded during the investigation shall be restricted to the members of the Investigation Committee and the Executive Committee.
- 7.7.3 Any breach of confidentiality is grounds for removal from the Investigation Committee and the Involvement Restriction Committee as well as other necessary disciplinary actions as deemed appropriate by the Sec-Gen Team and the Executive Committee.
- 7.8 The Investigation Committee must reach a decision within seven (7) days of completion of all interviews with necessary stakeholders in the incident.
 - 7.8.1 The Investigation Committee may call for an extension but must inform the complainant and respondent of the time extension.
- 7.9 When a two-thirds (2/3) majority decision is reached among the members of the Investigation Committee, if there are remaining members of the Involvement Restriction who were considered eligible to handle the case, a report with the decision must also be presented to the other eligible members of the Involvement Restriction Committee for approval.
 - 7.9.1 Approval of the decision must result in an overall two-thirds (2/3) majority vote including the votes of all eligible members of the Involvement Restriction Committee.
 - 7.9.2 Ineligible members, as determined above in Article 6, may not vote and may not be present when the report is presented.
 - 7.9.3 If there are no eligible members, the report does not need to be presented but must still be accessible within the archives after the investigation is concluded.
- 7.10 7.10 Within twenty-four (24) hours of majority decision, the Investigation Committee shall inform the respondent, in writing, of the decision, the reasons for the decision, the terms of restriction, if any, and the positions who have been informed. The respondent shall be informed of any subsequent changes to the decision. The decision is effective immediately after notification.



- 7.10.1 The Investigation Committee may offer recommendations, which may include but are not limited to: attending workshops, training, or other learning opportunities regarding substance abuse, consent, discrimination, inappropriate behaviour, bullying, and harassment, making an active effort to change their behaviour at other events and in their personal life.
- 7.10.2 The respondent shall be informed of any subsequent changes to the decision.
- 7.10.3 If a restriction has been placed on the respondent, they shall be informed of their right to an appeal to a new Investigation Committee.
- 7.11 Within twenty-four (24) hours of majority decision, the Investigation Committee shall inform the complainant, in writing, of the decision and the terms of the restriction, if any.
 - 7.11.1 The complainant shall be informed of any subsequent changes to the decision.
- 7.12 If a two-thirds (2/3) majority decision cannot be reached – in other words, there is an equally-split vote – the investigation is considered inconclusive.
 - 7.12.1 The complainant and the respondent must be informed. They may then request for the case to be:
 - 7.12.1.1 Brought to the Sec-Gen Team OR
 - 7.12.1.2 Brought to a confidential AUS Legislative Council, which will then be subject to the proper policies and procedures regarding the conduct of a confidential closed Council as per the AUS By-Laws OR
 - 7.12.1.3 Brought to an official McGill administration channel.

ARTICLE 8 – TERMS OF RESTRICTION

- 8.1 The length and other terms of an individual's restriction are determined by the Investigation Committee and further approved by the remaining eligible members of the Involvement Restriction Committee, if necessary.
 - 8.1.1 Terms of restriction may include, but are not limited to: restricted access to participating in or staffing AUS events, holding positions within the AUS and its groups, posting on public AUS-affiliated social media platforms.



- 8.1.2 Terms of restriction may also be subject to previous existing agreements, waivers, and contracts, including but not limited to the interfaculty Memorandum of Understanding with McGill University for Orientation Week.

8.2 In the case that the terms of restriction are breached:

- 8.2.1 The terms of restriction may be updated by the Investigation Committee pending the approval of a simple majority vote of the Executive Committee.

- 8.2.2 The number of informed individuals may be increased to ensure that the safety of the complainant and other students is maintained. The new list of informed individuals shall be created by the Investigation Committee for that case and approved by a simple majority vote of the Executive Committee. The respondent shall be informed of all new positions which have been informed about the terms of their involvement restriction.

- 8.2.3 In the event of repeated breaches of the terms of restriction, the Investigation Committee shall meet with the respondent in person to ensure the terms are understood and followed.

- 8.2.4 In the event the breaches continue, the Involvement Restriction Committee and the Executive Committee reserves the right to involve McGill Security, event security, and McGill administration.

- 8.3 If a restricted individual registers for an event without abiding by the terms of their restriction, the individual shall be unregistered and, if they have already paid for the event, may be refunded at the discretion of the event's organizers.

ARTICLE 9 – INVOLVEMENT RESTRICTION REGARDING NON-AUS MEMBERS

- 9.1 A complainant may submit an investigation request into the restriction of a respondent who is not a Regular or Associate member of the AUS.

- 9.2 If possible, this request shall be managed by an Investigation Committee as per article 6.

- 9.3 If necessary, the restriction of a non-AUS Member may be managed by the Executive Committee and decided upon by a simple majority decision of the Executive Committee. This may include, but is not limited to:

- 9.3.1 The restriction of alumni;



9.3.2 The restriction of McGill students who are not undergraduates.

9.4 The AUS reserves the right to decline investigation of a non-AUS member.

9.4.1 The AUS may instead contact the proper faculty of the non-AUS member and McGill University administration to handle the investigation, with the permission of the complainant.

ARTICLE 10 – MAINTENANCE OF THE RESTRICTION LIST

10.1 A list of all currently restricted individuals is maintained by the Vice President of Social Affairs, under the supervision of the President and shared with the Executive Committee and Equity Commissioners.

10.2 The Involvement Restriction Committee shall take all necessary steps to limit any possible defamation of the respondent, in particular by restricting the list of individuals informed of the restriction to only relevant positions.

ARTICLE 11 – APPEAL

11.1 A respondent in an involvement restriction case may appeal the Investigation Committee's decision within fourteen (14) academic days of the notification.

11.2 An involvement restriction appeal may be submitted to the other Equity Commissioners who did not sit on the Investigation Committee for the respondent's case. The grounds for appeal must be specified.

11.3 The Sec-Gen Team shall investigate the appeal within forty-eight (48) hours of approval of appeal investigation request.

11.3.1 If eligible, the remaining Equity Commissioners may be consulted for the appeal. If they did not sit on the Investigation Committee due to pre-existing bias, they may not be consulted.

11.4 The Sec-Gen Team shall review all documents related to the investigation, including but not limited to, minutes and written statements from the investigation.

11.4.1 The Sec-Gen Team may conduct follow-up interviews or ask for additional written statements from the parties involved in the original investigation.

11.5 The Sec-Gen Team may accept or reject the appeal. The terms of restriction may only be modified if the appeal is accepted.

- 11.5.1 Additional restrictions may not be imposed on a respondent's terms following a rejected appeal.
- 11.6 The decision of the Sec-Gen Team shall be final. No further appeal shall be considered.
- 11.7 Upon reaching a decision, the Sec-Gen Team shall inform the respondent in writing of its decision and the reasons for the decision within twenty-four (24) hours.
- 11.8 Upon reaching a decision, the Sec-Gen Team shall inform the complainant in writing of its decision, the updated terms of restriction, and the reasons for the decision within twenty-four (24) hours.

ARTICLE 12 – STATUTE OF LIMITATIONS

- 12.1 12.1 Any request for Involvement Restriction for an incident that took place outside the AUS context or without AUS-affiliation, including incidents which occurred outside of an individual's enrollment at McGill University, may not be addressed.

ARTICLE 13 – WITH THE MCGILL ADMINISTRATION

- 13.1 In addition to the AUS Involvement Restriction Policy, if either party elects to go through an official McGill resource, the Investigation Committee shall refer the case to the appropriate McGill Administration Policies and/or offices, including but not limited to: the Code of Student Conduct, the Office of the Dean of Students, the Policy against Sexual Harassment, or the Policy against Sexual Violence, McGill Security, or any faculty procedures.
- 13.2 The AUS Involvement Restriction Policy shall not impede official McGill policies and procedures and will cooperate fully with the McGill Administration, if necessary, for the best resolution for stakeholders.

ARTICLE 14 – SUPERSEDING CLAUSE

- 14.1 This document completely supersedes any previous versions of the Involvement Restriction Policy or similar, including but not limited to what has been known as the Blacklisting Policy.
 - 14.1.1 Individuals who have been restricted access from previous policies will have their restrictions continued and carried over with this current Involvement Restriction Policy. Their restrictions shall not change.

ARTICLE 15 – AMENDMENTS

- 15.1 Amendments to this policy shall be approved by a simple majority vote of the AUS Legislative Council.
- 15.2 Amendments to this policy shall be ratified by a simple majority vote of the Executive Team.

ARTICLE 16 – INTERPRETATION

- 16.1 In the case of a conflict between this policy and the following documents, the following documents prevail in the order in which they are listed:
 - 16.1.1 The Quebec Companies Act;
 - 16.1.2 The AUS Constitution;
 - 16.1.3 The AUS Memorandum of Agreement;
 - 16.1.4 AUS By-Laws.

Disclaimer if they pursue their own investigation.

The Involvement Restriction Policy is an additional step the AUS is taking to ensure the organization's accountability and the proper steps are taken as outlined by the law. In no way does AUS deny allegations by previous complainants in cases brought before or after the formation of the IRP.

The AUS recognizes the different levels of violence that marginalized groups may experience and hopes to use its privilege to further support them.



Ethical Procurement By-Laws

Revision History:
September 2020



BACKGROUND

The AUS Ethical Procurement By-laws describe the society's standard for Ethical Procurement which the Society and its vendors shall abide by. Furthermore, these By-laws describe the responsibilities, regulations and powers of AUS Internal Entities, affiliates, funding recipients, vendors and Executive Portfolios under this standard and these By-laws.

ARTICLE 1 – PURPOSE AND SCOPE

1.1 Purpose and Scope

- 1.1.1 The Arts Undergraduate Society (hereafter “AUS”) is committed to achieving the highest possible standards of ethical procurement.
- 1.1.2 In AUS's operations, it will meet or exceed governmental standards of ethical procurement for educational institutions and the norms of ethical procurement achieved by our other student associations. AUS's goal is to become an institutional model of ethical procurement.
- 1.1.3 These By-laws apply to all activities of the Arts Undergraduate Society.

ARTICLE 2 – POLICY STATEMENT, ACTION PLANNING & REPORTING

2.1 Policy Statement

- 2.1.1 The objectives of these By-laws are as follows:
 - a) Ensure AUS undertake its activities and operations in a manner that avoids transactions with unethical labor practices;
 - b) Ensure AUS foster a culture where ethical procurement is not only normal but highlighted;
 - c) Encourage economic efficiencies in the AUS's operations that are consistent with social equity and justice;
 - d) Advance individual and collective efforts and accountabilities throughout the McGill community to make ethical procurement a priority in the life of the University;



e) Eliminate transactions with unethical suppliers and increase transactions with Fairtrade certified companies and social enterprises, and;

f) Consider the economic, environmental and social impacts of the activities carried out by or on behalf of the University in order to guide decision-making.

2.2 Action Planning: In order to advance the above goals, the AUS will undertake the following actions:

2.2.1 Requirements of Apparel Produced in Canada: When procuring apparel produced in Canada, the AUS will require its constituents to purchase from companies who have at least one of the following:

(1) decent work conditions (as defined by the International Labour Organization)

(2) social entrepreneurship (as demonstrated by either: a B Corporation certification, membership with the World Fair Trade Organization, or extensive and transparent documentation about their social entrepreneurship efforts)

2.2.2 Requirements of Apparel Produced Outside Canada: When procuring apparel produced outside of Canada, the AUS will require its constituents to purchase products that are Fairtrade Certified.

2.2.3 Approved Suppliers List: The Ethical Business Practices Committee will create and maintain a working list of all suppliers with which the AUS approves of doing business, as per Articles 2.2.1 and 2.2.2.

2.2.3.1 The Committee will update this working list each time it or an AUS club or association identifies a new supplier who is eligible for procurement as per Articles 2.2.1 and 2.2.2.

2.2.3.2 Supplier Submission Process: The Ethical Business Practices Committee will always remain open to submissions of new suppliers to add to the Approved Suppliers List. AUS clubs or associations can submit the names of suppliers who they wish to work with that they deem eligible for approval, as per 2.2.1 and 2.2.2.

2.2.3.3 Disapproved Suppliers List: Each time the Ethical Business Practices Committee disapproves a submitted new supplier, it will add the name



of this disapproved supplier to a public list available the AUS website so as to avoid repeat submissions.

2.2.4 Ethical Event Sponsorship: The AUS encourages all clubs and associations to seek sponsorship from ethical companies certified as B Corporations, or under Fairtrade International or the World Fair Trade Organization. Clubs and associations who do so will be seen favorably in AUS funding applications.

2.2.5 The AUS Vice-President Finance shall report quarterly to the Legislative Council on progress toward achieving the goals of these By-laws.

ARTICLE 3 – AUTHORITY TO APPROVE IMPLEMENTATION PROCEDURES

3.1 The AUS Vice-President Finance shall be given authority to establish, approve, amend and repeal procedures which are secondary to and comply with these By-laws.



Human Resources Policy and Procedures

Revision History:

April 5, 2017

September 13, 2017



BACKGROUND

The Human Resources Policy and Procedures acts as a guideline for employee/employer relations within the Arts Undergraduate Society. This document shall encompass the role of the Secretary General and their mandate pertaining to payroll, mediation, employees, stipends, volunteering, independent contracting, social media use, recruitment, and termination. This document shall work in conjunction with the Accountability Bylaws, seeking to expand upon the organization's Human Resources criteria.

ARTICLE 1 – DEFINITIONS

- 1.1 “AUS” shall refer to the Arts Undergraduate Society of McGill University, an accredited student association representing all undergraduate students enrolled in a Bachelor of Arts or a Bachelor of Arts & Science program at McGill University.
- 1.2 “AUS Executive” shall refer to the President or a Vice-President member of the AUS Executive Committee, as outlined in Article 11 of the AUS Constitution.
- 1.3 “AUS Executive Work Study Program” shall refer to the portion of the AUS Work Study Fund allocated towards AUS Executive and AUS employees compensation by the Work Study administrators of the McGill Scholarships and Student Aid Office.
- 1.4 “Timesheets” shall refer to the hour logs submitted bi-weekly by AUS Executives and AUS employees enrolled in the AUS Executive Work Study Program.
- 1.5 “Legislative Council” shall refer to the governing body of the AUS, as outlined in Articles 6 and 7 of the AUS Constitution.
- 1.6 “Secretary General” shall refer to an independent officer of the AUS as defined in Article 3 of the Accountability Bylaws.
- 1.7 “Employee” shall refer employees of the AUS under hourly wage or salary based paid contracts paid on a bi-weekly basis.
- 1.8 “Stipend” shall refer to a financial award for a Stipend Volunteer following the completion of their assignment.
- 1.9 “Non-Stipend Volunteer” is an individual who freely chooses to provide services to the AUS without being remunerated remuneration or paid pay.
- 1.10 “Stipend Volunteer” is an individual who freely chooses to provide services to the AUS without being salaried or an employee of the AUS. A Stipend volunteer will



receive a financial award via a stipend in consideration of their volunteered efforts under the condition they have been satisfactorily completed.

- 1.11 “Independent Contractor” is an individual independent of the AUS who is contracted to provide paid services on an ad hoc basis based upon a prearranged contract by which they will be Arts Undergraduate Society of McGill University By-Law Book Last revised: September 13th, 2017 paid. Independent contractors may be from the AUS or greater McGill community.
- 1.12 “The AUS Application Online Module” refers to the online Google Forms medium for AUS job and stipend volunteer opportunities.
- 1.13 “Contract” refers to the written agreement signed between the AUS and its employees or Stipend Volunteers.
- 1.14 Social Media shall refer to all online-based networking platforms such as Facebook, Twitter, and Instagram.

ARTICLE 2 - SECRETARY GENERAL & DEPUTY SECRETARY GENERAL ROLES

- 2.1 Specifying the role outlined in Article 3 of the 2015 Accountability Bylaws, the Secretary General is responsible for the support and facilitation of the AUS’s Human Resources
 - 2.1.1 The AUS Human Resources mandate includes the: i) Recruitment & Selection Policy ii) Payroll Procedure iii) Employee Policy iv) Volunteer Policy v) Stipend Distribution Policy Vi) Conflict Mediation Policy vii) Termination Policy viii) Social Media Policy
- 2.2 A Deputy Secretary General will be selected by the incumbent Secretary General and AUS President each academic year as an assistant to the duties of the Secretary General with:
 - 2.2.1 The supposition that they will fill the Secretary General’s position upon its expiration, conditional upon a lack of objection by either the AUS President and the incumbent Secretary General should they not meet their obligations to the position.
 - 2.2.2 It is an expectation that the Secretary General provide the Deputy Secretary General with the resources and training throughout their term to prepare them to succeed their superior’s role.



- 2.2.3 The Deputy Secretary General appointment shall be approved by a two-thirds vote of AUS Legislative Council.
- 2.2.4 Removal of the Deputy Secretary General prior to the end of their term shall be subject to a two-thirds vote of AUS Legislative Council.

ARTICLE 3 – RECRUITMENT & SELECTION POLICY

3.1 Policy

- 3.1.1 The AUS is committed to recruiting and selecting individuals who are the most qualified to perform the requirements of each position available. Candidates for paid and volunteer opportunities may be from existing staff, the AUS membership, or the greater McGill community
 - 3.1.1.1 Hiring criteria shall vary depending on the given position, wherein some positions may require mandatory previous experience, including but not limited to BdA Managers.
- 3.1.2 The successful applicants for a job or stipend volunteer vacancy shall be given a written contract that outlines all the terms and conditions for that job. The applicant must accept the contract by signing it before commencing work.
 - 3.1.2.1 In the event that the contract is signed before the hiring manager formally begins their tenure, the contract will be signed between the successful applicant and the AUS Executive currently in charge of the portfolio. The hiring manager will add their signature as soon as they obtain signing authority. The contract is valid from the moment it is signed by both a representative of the AUS Vice-President in charge and the hired party.

3.2 Purpose

- 3.2.1 The purpose of this Statement of Policy and Procedure is to ensure a consistent approach to the recruitment and selection of staff and to ensure compliance with all legislative requirements.

3.3 Responsibility

- 3.3.1 AUS Executives and Managers are responsible for:

- a) initiating the recruitment process, as necessary
- b) developing and placing job and volunteer opportunity advertisements and taking them down in a timely fashion
- c) developing and/or understanding the job selection criteria for the job or volunteer vacancies
- d) screening candidates in accordance with the job or volunteer selection criteria
- e) selecting the final candidates to fill a job or volunteer vacancy
- f) conducting candidate reference checks, as necessary
- g) ensuring the successful applicant a proper and thorough orientations to their new position and to the organization

3.4 Procedure

3.4.1 Each job vacancy for which recruitment is deemed necessary, either for a replacement candidate or a new position, requires the approval of the head of relevant portfolio. Supporting documentation shall include:

- a) Job description
- b) Job selection criteria
- c) Salary, wage, or stipend award amount, if applicable
- d) The following paragraph

1) "The Arts Undergraduate Society is committed to providing equal opportunity to candidates, of which includes a commitment to not discriminate against on the basis of sex, gender, race, ethnicity, creed, ability, or sexual orientation. If you feel that you have not been properly considered or been discriminated against in relation to this hiring process, please direct your concerns to the Secretary General portfolio, the AUS portfolio in charge of human resources practices.", with the Secretary General email included.



- 3.4.2 Positions will be advertised through the AUS website, the AUS listserv, AUS organization listservs, and AUS social media.
- 3.4.3 All candidates for employment are required to complete an AUS Job Application online form, which includes submitting a CV.
- 3.4.4 The Secretary General is expected to make note of and report to the relevant portfolio manager individuals who submit applications to multiple AUS employment or volunteer positions.

3.5 Selection Criteria

- 3.5.1 Performance, skill, and ability to perform the job, and previous directly related experience are the primary considerations for selecting candidates.
- 3.5.2 If a selected candidate requests an accommodation, the AUS shall consult with the candidate and provide or arrange for the provision of a suitable accommodation in a manner that takes into account the candidates accessibility needs.
- 3.5.3 Hiring managers must respect the AUS Equity Policy, outlined in the Constitution Bylaws, in candidate selection, providing equal opportunity to candidates, of which includes a commitment to not discriminate against on the basis of sex, gender, race, ethnicity, creed, ability, or sexual orientation.

- 3.6 Miscellaneous: After the hiring is completed, the employer shall send or hand out a digital copy of this hiring policy and the AUS HR Handbook to their employee, to ensure that they are aware of their responsibilities and rights.

ARTICLE 4 – PAYROLL PROCEDURE

- 4.1 Further to Article 6 of the 2015 Accountability Bylaws, Payroll will be administered by the Secretary General portfolio as a means to provide compensation for AUS executives who qualify under the AUS Executive Work Study Program and other AUS employees.
- 4.2 Paid AUS employees are expected to submit a Work Study timesheet bi-weekly, ending on Saturday, to claim their hours to be compensated by the Work Study program
- 4.3 The Secretary General portfolio is expected to process payroll on time each pay period,



- 4.3.1 Making detailed records of both timesheet hours and final pay to be reviewed for approval at anytime by the AUS President or VP Finance, as well as,
- 4.3.2 Providing payment record within two (2) days of submitting payroll via email to each paid employees, detailing their hours paid, rate of pay, and if necessary their total claimed Work Study Hours for the given semester
- 4.4 The Secretary General portfolio is expected to remit employees in accordance to the hours allotted to the Work Study program each semester
- 4.5 The Secretary General portfolio must distribute all T4 tax forms delivered to the AUS to all current and former employees within one (1) week of receiving them.

ARTICLE 5 - EMPLOYEE POLICY

- 5.1 The AUS may employ both hourly wage and salaried employees on a by need basis via contract.
 - 5.1.1 Hourly wage employees include but are not limited to AUS Executives, AUS Executive Assistants, and SNAX cashiers
 - 5.1.2 Salaried employees include but are not limited to the SNAX Manager and the SNAX Assistant Manager
- 5.2 Budgeting for employment shall be at the discretion of the VP Finance subject to approval by Executive Committee
 - 5.2.1 This includes the discretion to set wage and salaries of employees with respect for all applicable wage laws and Work Study Program guidelines;
 - 5.2.2 The VP Finance shall work with the Secretary General to ensure payroll is administered correctly and within the guidelines of the Work Study Program when applicable;
- 5.3 Employees are bound to the provisions within their employment contract upon signature
- 5.4 Employment is subject to Termination Policy outlined in Article 10.



ARTICLE 6 – VOLUNTEER POLICY

6.1 Outline

6.1.1 The AUS may use Non-Stipend Volunteers.

6.1.1.1 Non-Stipend Volunteers with the AUS will not receive any remuneration for their services.

6.1.1.2 The AUS reserves the right to request the volunteer to provide references prior to commencing volunteer duties.

6.1.1.3 The AUS may terminate their engagement with a non-stipend volunteer at any time.

6.1.2 The AUS may use Stipend Volunteers.

6.1.2.1 Stipend Volunteers with the AUS will receive a pre agreed upon financial award for their volunteered time.

6.1.2.2 The AUS reserves the right to request the volunteer to provide references prior to a Stipend Volunteer commencing their duties

6.2 Purpose

6.2.1 Periodically, the AUS may need to use the valuable resources provided by volunteers to assist or enhance its operations and/or its services or to provide an opportunity to volunteers to acquire knowledge or skills related to the AUS's operations or services.

ARTICLE 7 – STIPEND DISTRIBUTION POLICY

7.1 Stipend awards for Stipend Volunteers within the AUS must be awarded via cheque on the pre-agreed upon date in their contract.

7.1.1 Both parties (the AUS and the Stipend Volunteer) are expected to retain copies of the signed contract in the event of a dispute over the amount awarded or date of procurement.

7.2 The Secretary General is expected to compile an organized payment schedule for the VP Finance detailing the name of the recipient, date, and amount awarded for each stipend by the end of September of the current academic year.



ARTICLE 8 – INDEPENDENT CONTRACTOR POLICY

8.1 Outline

8.1.1 The AUS may use independent contractors.

8.1.1.1 Independent contractors with the AUS will receive payment for work based upon a predetermined rate for services provided.

8.1.1.2 Independent contractors are expected to complete their provided services within the established timeline to receive payment.

8.2 Purpose

8.2.1 The AUS may use independent contractors for short-term ad hoc AUS services that demand autonomy such as but not limited to AUS Peer Tutors.

ARTICLE 9 – MEDIATION POLICY

9.1 Expanding upon Article 4 of the Accountability Bylaws, should they be contacted, the Secretary General will facilitate and, should the situation require, mediate conflict resolution within the AUS between:

9.1.1 AUS Employees or AUS Stipend Volunteers and AUS Executives

9.1.2 AUS Organization Representatives and AUS Executives

9.1.3 Any other concern brought to the Secretary General at their discretion

9.2 Mediation Process

9.2.1 The AUS Secretary General and Deputy Secretary General shall meet with the plaintiff within 5 business days.

9.2.2 Current direct contact information shall be posted on the AUS website.

9.2.3 In the event that a conflict is outside the Secretary General's purview, the Secretary General shall direct the request to the appropriate, and will outsource the resolution task to the competent body.

ARTICLE 10 – TERMINATION

- 10.1 Employees and Stipend Volunteers may be terminated by the manager of their portfolio
 - 10.1.1 Grounds for termination shall be derived from a breach of the employee's contract or their relevant obligations outlined in the AUS Constitution or by-laws.
- 10.2 Portfolio managers must inform all relevant members of the organization either in person or via email and the employee in writing.
 - 10.2.1 Portfolio managers must inform and receive authorization from the Secretary General to terminate an employee as a mechanism to ensure proper human resources practices are being adhered to.
- 10.3 Terminated employees and Stipend Volunteers must receive all proper compensation as outlined in their contracts for services rendered prior to termination.
- 10.4 Terminated employees may use the Secretary General as a resource for human resources related matters.

ARTICLE 11 – SOCIAL MEDIA POLICY

- 11.1 AUS employees, stipend volunteers, non-stipend volunteers, and independent contractors are expected to respect and adhere to the AUS Equity Policy when making publications accessible to other members of McGill, as well as, the greater online community.

ARTICLE 12 – INTERPRETATION

- 12.1 These policies and procedures shall be interpreted in a manner consistent with the by-laws and Constitution of the AUS.

ARTICLE 13 – AMENDMENTS

- 13.1 Amendments to these policies and procedures shall follow by-law and amendment procedures as laid out in Article 23 of the AUS Constitution.



Committee By-Laws

Revision History:
October 2021



BACKGROUND

These by-laws were established in the 2021-22 academic year to provide clarity for how committees are run at the AUS. By moving the list of committees and committee chairs out of the constitution, these by-laws hope to provide more flexibility for our operations. These by-laws also removed dormant committees and incorporated Faculty of Arts committees into our governing documents.

ARTICLE 1 – DEFINITIONS

1. “Terms of Reference” are synonymous with committee by-laws and define the purpose, membership, and activities of the committee
2. “Executive Committee” shall mean the committee of AUS Executives as defined in Article 11 of the AUS Constitution
3. “Departmental Association” shall mean the organizations as defined in Article 8 of the AUS Constitution
4. “Standing Committees” shall mean the permanent committees of the AUS that contribute to the governance, administration, and wellbeing of the society and fall within the portfolio of an AUS Executive
5. “Ad-Hoc Committees” shall mean the permanent committees of the AUS that have a specific function and act at arms-length from the AUS Legislative Council
6. “Faculty of Arts Committees” shall mean the permanent committees of the Faculty of Arts that require undergraduate student representation

ARTICLE 2 - AUS COMMITTEES

2.1 The Standing Committees of the AUS Legislative Council are as follows:

- 2.1.1 Executive Committee;
- 2.1.2 Arts Computer Lab Fund (ARCL) Committee;
- 2.1.3 Constitutional and By-Law Review Committee (CBRC);
- 2.1.4 Equity Committee;
- 2.1.5 People of Colour Council;
- 2.1.6 Arts Valedictorian Selection Committee;
- 2.1.7 AUS Publications Commission;
- 2.1.8 Arts Internship Office Advisory Committee;
- 2.1.9 Library Partnership Committee;



- 2.1.10 Arts Student Employment Fund (ASEF) Committee;
- 2.1.11 Arts Career Advancing Program Oversight Committee;
- 2.1.12 First-Year Events, Academic, and Representative Council (FEARC);
- 2.1.13 Arts Undergraduate Society Environment Committee (AUsec);
- 2.1.14 Arts Undergraduate Improvement Fund Committee (AUIFC);
- 2.1.15 Financial Management Committee (FMC);
- 2.1.16 Ethical Business Practices Committee;
- 2.1.17 Fine Arts Council (FAC);
- 2.1.18 Francophone Commission;
- 2.1.19 Sponsorship Committee;
- 2.1.20 Arts Community Engagement (ACE) Committee;
- 2.1.21 Mental Health AUS (mhAUS);
- 2.1.22 International Student Affairs Commission (ISAC);
- 2.1.23 Event Planning and Involvement Committee (EPIC)

2.2 Standing Ad-Hoc Committees of the AUS are as follows:

- 2.2.1 Frosh Committee
- 2.2.2 Accountability Committee
- 2.2.3 Involvement Restriction Committee

2.3 Specific committee membership, meeting frequency, and activities are determined by their respective committee terms of reference

- 2.3.1 In the absence of terms of reference, these considerations will be determined by the chair of the committee
- 2.3.2 All Departmental Association VP Externals are to sit on at least one Standing Committee of AUS Council
- 2.3.3 The VP Internal shall be responsible for allocating Departmental Association VP Externals to their respective Standing Committees
- 2.3.4 Some Standing Committees are open to general membership at-large, subject to the committee-specific terms of reference

2.4 Standing Committees of AUS Council shall be chaired by an AUS executive as follows:

- 2.4.1 The President shall chair:
 - 2.4.1.1 Executive Committee
 - 2.4.1.2 Constitutional and By-Law Review Committee (CBRC)

- 2.4.1.3 Arts Computer Lab Fund Committee (ARCL)
- 2.4.1.4 AUS Equity Committee
- 2.4.1.5 People of Colour Council

2.4.2 The Vice-President Academic shall chair:

- 2.4.2.1 Library Partnership Committee
- 2.4.2.2 Arts Student Employment Fund Committee
- 2.4.2.3 Arts Internship Office Advisory Committee
- 2.4.2.4 AUS Publications Commission
- 2.4.2.5 Arts Valedictorian Selection Committee
- 2.4.2.6 Arts Career Advancing Program Oversight Committee;

2.4.3 The Vice-President Communications shall chair:

- 2.4.3.1 The Fine Arts Council (FAC)
- 2.4.3.2 Francophone Commission

2.4.4 The Vice-President External shall chair:

- 2.4.4.1 Arts Community Engagement (ACE) Committee
- 2.4.4.2 Sponsorship Committee
- 2.4.4.3 International Student Affairs Commission (ISAC)
- 2.4.4.4 Mental Health AUS (mhAUS)

2.4.5 The Vice-President Internal shall chair:

- 2.4.5.1 First Year Events, Academic and Representative Committee (FEARC)
- 2.4.5.2 The AUS Environmental Council (AUSec)

2.4.6 The Vice-President Finance shall chair:

- 2.4.6.1 Arts Undergraduate Improvement Fund Committee (AUIFC)
- 2.4.6.2 Financial Management Committee (FMC);
- 2.4.6.3 Ethical Business Practices Committee

2.4.7 The Vice-President Social shall chair:

- 2.4.7.1 Event Planning and Involvement Committee (EPIC)

2.5 Standing Ad-Hoc Committees shall be overseen by the following stipulations:

2.5.1 Frosh Committee

- 2.5.1.1 Chaired by the Vice-President Social

2.5.2 Accountability Committee



2.5.2.1 Chaired by the Secretary General HR and Secretary General Accountability

2.5.3 Involvement Restriction Committee

2.5.3.1 Chaired by the Equity Commissioners

ARTICLE 3 – FACULTY OF ARTS COMMITTEES

1. AUS representation on Faculty of Arts committees are subject to the following stipulations
2. Faculty of Arts Committee
 - 2.1. All AUS executives, including Arts Representatives to SSMU, and Arts Senators shall serve as the ten (10) undergraduate representatives to the Faculty of Arts Committee
3. Curriculum Committee
 - 3.1. Five student representatives
 - 3.1.1. AUS VP Academic
 - 3.1.2. AUS VP External
 - 3.1.3. (1) Arts Senator
 - 3.1.4. (1) Arts Representative to SSMU
 - 3.1.5. General Member
4. Student Affairs Committee
 - 4.1. Five student representatives
 - 4.1.1. AUS President
 - 4.1.2. AUS VP Academic
 - 4.1.3. (1) Arts Senator
 - 4.1.4. (1) Arts Representative to SSMU
 - 4.1.5. General Member
5. Infotech Committee
 - 5.1. Three student representatives



- 5.1.1. AUS President
- 5.1.2. AUS VP External
- 5.1.3. (1) Arts Representative to SSMU

6. Humanities and Social Sciences Library Advisory Committee (HSSLAC)

6.1. 1 student representative

- 6.1.1. AUS VP Academic

APPENDIX D

List of On-Campus and of Off-Campus Locations for Distribution of Publications in accordance with Article 13 of this Agreement

- A. The Association distributes in paper form the following publications:

The Veg
Steps (with possibility to rename)

- B. On Campus Distribution

The Publications may be distributed in specified locations on the Montreal campus in the following buildings:

McConnell Engineering	Ground Floor
Macdonald Engineering	Ground Floor
Wong Building	Ground Floor
Trottier Building	Ground Floor
Macdonald-Harrington Bldg.	Ground Floor
Frank Dawson Adams Bldg.	Ground Floor
Bronfman Bldg.	Ground Floor
Arts Bldg.	Ground Floor
Leacock Bldg.	Ground Floor
Burnside Hall	Ground Floor
McLennan Library	Ground Floor

- C. Whether in hard copy or in electronic form the Publication shall include:

*“This Publication is published by the **Arts Undergraduate Society**, a student society at McGill University”. The content of this publication does not necessarily represent the views of the **Arts Undergraduate Society** or of **McGill University**.*

APPENDIX E

University space and/or facilities granted to the Association in accordance with Article 14.

In accordance with article 14, the following designated space is rented to the Association for revenue-generating activities as follows:

Leacock Bldg. 1st floor - SNAX [291 square feet]

- A. The Association may operate a convenience counter, called SNAX, in the said location.
 - i. SNAX may not provide a seating area or stand up counter for eating, at or near the location.
 - ii. SNAX may not provide catering and/or delivery services on campus. SNAX may not sell the offerings outside the SNAX location.
 - iii. SNAX may sell only the following food and beverage items: cold and hot beverages; dry food products, sealed snack and candy products, frozen ice-cream.
 - iv. SNAX may not sell any of the following items: computers and computer supplies, books, cigarettes or alcohol of any kind, or any kind of foods except those stipulated in section A.iii of Appendix E of this agreement.
 - v. AUS agrees to adhere to the principles of Environmental and Sustainability adopted by McGill University in its environmental policy. These principles include: the reduction in the use of energy and materials, the negotiation of environmentally-friendly purchasing contracts where feasible, and the principles of “rethink, reduce, reuse, recycle” with an emphasis on options to reduce and reuse.
- B. The Association may not contract for the management of SNAX to a third party (including any other student association) without the prior express consent of the University.
- C. The Association shall not enter into any contracts related to the operation or management of the SNAX whose term is longer than the term of this present agreement.
- D. The Association must receive the University’s prior written approval from the Deputy Provost (Student Life and Learning) for changes in the use of University space for these revenue-generating activities.
- E. The Association shall conform to
 - i) all federal and provincial laws and regulations.
 - ii) municipal rules and regulations,
 - iii) its charter documents, by-laws and constitution, and
 - iv) all applicable university regulations and policies which apply to the use of the buildings.
- F. The Association shall undertake no alternation to the premises without the express prior consent of the University and shall affix no new signs, nor introduce a banner as a concept.

- G. All costs related to, or any municipal fees or taxes that become due as a result of the operation of the revenue generating activities shall be the sole responsibility of the Association.
- H. All revenue-generating activities shall respect any University-wide agreements.
- I. For the term of the Agreement, the Association shall pay the University for the use of the space the following annual fee:

Year	Sq.Ft.	Rate	Total Amount
2021-2022	291	\$20.54/sq.ft	\$5977
2022-2023	291	\$21.10/sq.ft	\$6140
2023-2024	291	\$21.68/sq.ft	\$6309
2024-2025	291	\$22.27/sq.ft	\$6481
2025-2026	291	\$22.87/sq.ft	\$6655

Rate of increase based on the average base rate of indexation of compulsory institutional fees (FIO) for the past five years, rounded to the nearest dollar. The average for the years 2016 to 2020 is 2.72 percent.

APPENDIX F

University space and/or facilities granted to the Association in accordance with Article 15.

1. In accordance with article 15.1, the University grants the Association the following rooms at no charge. The rooms shall constitute an office from which to conduct its activities and shall constitute the Association's principal premises.

Leacock B-12B (Office)

2. In accordance with article 15.2, the University further grants to the Association the use of the following University space and/or facilities at no charge for the term of this Agreement and for the stated purpose:

Leacock B-12 (Lounge)
B-46 for Storage

No other space is allocated for the Association under this Agreement.

3. It is understood that certain departmental associations have been allocated space for their activities. Space so allocated by various departments to departmental associations is done at the discretion of the Chair and on a year-to-year basis only.
4. All requests by the Association for space or for the re-allocation of space shall be submitted for approval directly to the Deputy Provost (Student Life and Learning). Space may be re-allocated by the University at any time

Appendix G

LIST OF ASSOCIATION'S GROUPS

PART 1: RECITALS

A. Definitions:

All groups, clubs, services, activities of the Association granted club or services status by the Association shall be referred to collectively herein as “Groups”

B. The Association confirms:

- i. that the list below represents the **full list of the Association's Groups** as at February November 1, 2020;
- ii. that names appearing in the first column entitled “Names” are the **Names approved by the Association**;
- iii. that the **Description of Purpose** is the purpose approved by the Association for the stated Group, and
- iv. that the dates appearing in the column entitled **Year Approved** are the dates of the creation of the Groups by the Association.

- C.** The Association acknowledges and accepts that going forward (effective June 1, 2015) all **new** Groups shall adopt one of the following **Approved Forms for Group Names, subject to the category of activity:**

Category I: For Groups other than those affiliated or affiliating with external organizations

- McGill Students [*insert e.g. Investment Club*], or
- McGill [*insert e.g. Marketing; Pakistani*] Students' Association, or
- [*insert e.g. Pakistani*] Students' Society, or
- AUS [*insert*], or
- [*insert e.g. Korean Martial Arts Club*] – AUS

Category II: For Groups affiliated or affiliating with an external organization including political parties

- McGill (Arts) Students for [e.g. Make a Wish], or
- McGill (Arts) Students Supporting [e.g. Make a Wish], or
- McGill Students' Chapter of [e.g. Make a Wish], or
- AUS - [e.g. Make a Wish, Cystic Fibrosis etc.] or
- [e.g. Make a Wish, Cystic Fibrosis etc.] - AUS

Category III For Sports Clubs or Teams

The Department of Athletics and Recreations shall have exclusive use of the name "McGill" in relation to any sport or team, except where permission is granted in writing by the Deputy Provost (Student Life and Learning).

Category IV: For Association Services and Media

- AUS [*insert e.g. tutorial service*], or [*insert e.g. Tutorial Service*] – AUS

- D. The Association shall ensure that all Groups, whether or not permission to use the McGill name in their names has been granted, are made aware of the conditions for the use of the McGill name, word mark, crest and shield, as outlined in **Section 7 and Appendix G** and the Association correct any misuse within two (2) weeks from the Association becoming made aware of the misuse.

Examples of misuse include, but are not limited to: a Group incorporating the McGill name in its name without permission, incorporating the McGill word mark, crest or shield in its name, logo or website, or on the club's sites, materials, or publications.

- E. Those Groups listed below that have the name "McGill" in their names are permitted to continue to use the McGill name in their names only as appearing below and only for the stated purpose. The University reserves the right to withdraw its permission for a club to use the McGill name in the club's name at any time and for whatever reason, upon prior notice to the Association and discussion.
- F. Any change to the list (including any additions or deletions to the list) or change to the name of a club or to its purpose or activity shall be brought to the University's attention by the Association and the change to **Appendix G** shall be confirmed by the Deputy Provost (Student Life and Learning) within two weeks of receiving the notice of change.
- G. Only one email address for each club, group or service may be requested and shall take the form: [initials].aus@mail.mcgill.ca]

Part II: **In accordance with Article 6, the following lists the recognized clubs of the Association.**

Only those clubs or groups listed below having the name "McGill" in their names are permitted to continue to use the name McGill in their names **as appearing below and only for the stated activity**.

- (a) Permission to use the McGill name, trademark, crest or shield is expressly denied.
- (b) Each Group shall include the following on their website and/or in their advertisements:
"A student group of the AUS (Arts Undergraduate Society of McGill University)"
- (c) AUS will undertake all necessary means to correct any improper use of the McGill name, marks or reference within the shortest delay.
- (d) Names are approved as listed below and are subject to the conditions set out in this Agreement.
- (e) AUS shall ensure that all Groups conform to the conditions set out in this Agreement.

Group email addresses may only take the form: [group initials].aus@mail.mcgill.ca

Any changes to the list (including any additions or deletions), to the name of a club, or to its activity shall be brought to the University's attention and shall be confirmed by the Deputy Provost. McGill reserves the right to withdraw its permission for any club at any time and for whatever reason.

CATEGORY I: FOR GROUPS OTHER THAN THOSE AFFILIATED OR AFFILIATING WITH EXTERNAL ORGANIZATIONS

- McGill Students [insert e.g. Investment Club], or
- McGill [insert e.g. Marketing; Pakistani] Students' Association, or
- [insert e.g. Pakistani] Students' Society, or
- AUS [insert], or
- [insert e.g. Korean Martial Arts Club] – AUS

1.1 AUS Departmental Associations

Name	Description	Comments
L'Association Générale des Étudiants de Langue et Littérature Françaises (AGELF)	Departmental Association	New
Art History and Communication Studies Students' Association (AHCSSA)	Departmental Association	Formerly Art History Students' Association (AHSA)
Anthropology Students' Association (ASA)	Departmental Association	
African Studies Students' Association (ASSA)	Departmental Association	
Bachelor of Arts and Science Integrative	Departmental	

Council (BASiC)	Association	
Caribbean, Latin American, and Hispanic Studies Students' Association (CLASHSSA)	Departmental Association	
Classics Students' Association (CSA)	Departmental Association	
Canadian Studies Association of Undergraduate Students (CSAUS)	Departmental Association	
Department of English Students' Association (DESA)	Departmental Association	
East Asian Studies Students' Association (EASSA)	Departmental Association	
Economics Students' Association (ESA)	Departmental Association	
German Students' Association (GSA)	Departmental Association	Listed incorrectly in former Appendix G as German Studies Students' Association (GSSA)
Gender, Sexual Diversity, and Feminist Studies Students' Association (GSDFSSA)	Departmental Association	Formerly Women's Studies Students' Association (WSSA)
History Students' Association (HSA)	Departmental Association	
International Development Studies Students' Association (IDSSA)	Departmental Association	
Italian Studies Students' Association (ISSA)	Departmental Association	New
McGill Environment Students' Society (MESS)	Departmental Association	
Middle East Studies Students' Association (MESSA)	Departmental Association	
McGill Industrial Relations Association (MIRA)	Departmental Association	Grandfathered; ensure description states "student

		society”
McGill Psychology Students’ Association (MPSA)	Departmental Association	
McGill Undergraduate Geography Society (MUGS)	Departmental Association	
Philosophy Students’ Association (PSA)	Departmental Association	
Political Science Students’ Association (PSSA)	Departmental Association	
Religious Studies Undergraduate Society (RSUS)	Departmental Association	
Russian Undergraduate Students’ Society (RUSS)	Departmental Association	New
Society of Linguistics Undergraduates of McGill (SLUM)	Departmental Association	
Sociology Students’ Association (SSA)	Departmental Association	
Society of Undergraduate Mathematics Students (SUMS)	Departmental Association	

Note: Deletions from previous Appendix G: Humanistic Studies Students’ Association (HSSA), Jewish Studies Students’ Association (JSSA)

1.2 AUS Committees

Name	Description	Comments
Arts Undergraduate Society Fine Arts Council (AUS FAC)	Committee of the AUS supporting Fine Arts initiatives on campus	
Arts Undergraduate Society Environmental Council (AUSec)	Committee of the AUS supporting green initiatives of the AUS and encouraging sustainable practices/awareness	
<u>AUS</u> - First Year Events, Academic, and	First-year committee of the AUS to represent and	See revision

Representative Council (FEARC)	plan events for first-year AUS members	
<u>AUS</u> - Equity Committee	Committee of the AUS supporting the promotion of inclusivity and anti-oppression within the AUS	See revision
<u>AUS</u> - Arts Community Engagement Committee (ACE Committee)	Committee of the AUS supporting the community engagement and philanthropic endeavors of the AUS	See revision

CATEGORY III: AUS SPECIAL INTEREST GROUPS OTHER THAN THOSE AFFILIATED OR AFFILIATING WITH AN EXTERNAL ORGANIZATION

Name	Description	Comments
<u>AUS</u> - Arts4Art	Special interest club of the AUS that puts on an annual fine arts showcase event	See revision
<u>AUS</u> - Fridge Door Gallery (FDG)	Special interest club of the AUS that puts on one art vernissage per semester of student-submitted artwork and gives students experience with curation	See revision
Arts Undergraduate Theatre Society (AUTS)	Special interest club of the AUS that puts on annual musical theatre performances for and with Arts undergraduates	
<u>AUS</u> - Student Association of World Cinemas (SAWC)		See revision

CATEGORY IV: AUS PUBLICATIONS AND MEDIA

In addition to the conditions set out above, for all, the websites and all advertisements, whether in print or electronic form, the following shall include

- i. The Association's logo
- ii. The approved name of the Publication as appearing below
- iii. The following statement:
For all publications:
"Published by the AUS (Arts Undergraduate Society)"
- iv. the following notice on the second page or back cover page in at least 9-point font, or on the Publication's website:
"This Publication is published by the AUS (Arts Undergraduate Society)". The content of this publication does not necessarily represent the views of the AUS or of McGill University.

AUS shall ensure the Associations Groups shall conform to the conditions set out in this Agreement.

Names are approved as listed below and are subject to the conditions set out in this Agreement.

Name	Description	Comments
<i>The VEG</i>	Publication for student-submitted work	Ensure description states "published by AUS an undergraduate student society of McGill University"
<i>STEPS Magazine</i>	Publication for student-submitted work, with emphasis on poetry, prose, art	Ensure description states "published by AUS an undergraduate student society of McGill University"
<i>Leacock's Online Magazine</i>	Online publication, with emphasis on food, fashion, and creativity	Ensure description states "published by AUS an undergraduate student society of McGill University"

Email Addresses:

An e-mail address, in the form of position.aus@mail.mcgill.ca shall be assigned to the following Association Executives:

- President
- Academic
- Communications
- Events
- External
- Finance
- Internal