EMILY CARR
UNIVERSITY
ALUMNI
ASSOCIATION

Schedule "A"

BYLAWS

ARTICLE 1 - MEMBERSHIP

1.1 The members of the Society are the applicants for incorporation of the Society and those persons who subsequently have become members in accordance with these By-Laws and, in either case, have not ceased to be members.

1.2 Any person, who has graduated from the Vancouver School of Art, the Emily Carr University of Art and Design, or any one of its predecessors, is a member upon duly approved application.

1.3 The rights and obligations of members shall be as provided in these Bylaws.

1.4 Honorary members may be appointed by resolution of the Board of Directors. Honorary members shall not have voting rights.

1.5 All members who have paid a current annual fee are in good standing and eligible to vote. A member is not in good standing if there is debt due and owing by the member to the Society, and such member is not in good standing so long as such debt remains unpaid.

1.6 Associate Memberships are available to friends of the Society such as non-graduating former students and Continuing Studies Certificate Program graduates. Associate Members will enjoy most of the rights of members except voting rights and a limited number of membership benefits. These benefits are clearly identified and the membership partners have determined said benefits to be available solely to Emily Carr University and Vancouver School of Art graduates. Associate Members may sit on volunteer committees and attend Board meetings but may not be elected to the Board of the Society nor have voting rights.

ARTICLE 2 – TERMINATION OF MEMBERSHIP

2.1 A person shall cease to be a member of the Society:

(a) by delivering his or her resignation in writing to any member of the Board of Directors;

(b) on his or her death; or

(c) on being expelled pursuant to the Bylaws

2.2 The Board of Directors may expel any member whose behaviour, in the opinion of the Board, has been such as to bring the name of the Society into disrepute, but any decision by the Board of Directors to expel such a member is subject to review at a meeting of the members of the Society.

ARTICLE 3 - ANNUAL MEMBERSHIP FEES

3.1 Annual membership dues for Members and Associate Members in good standing shall be a minimum of $5.

ARTICLE 4 - MEETINGS OF MEMBERSHIP

4.1 The first meeting of the Society shall be held within three months of the date of incorporation under the Society Act of British Columbia. At such meeting, the Trustees of the Society to be appointed by the members shall be elected as set out in Clause 5 of the Constitution of the Society.

4.2 Thereafter, an Annual General Meeting (AGM) shall be held in each calendar year in the same month as the first AGM was held on a day and at a place and time to be fixed by the Board of Directors.

4.3 Special General Meetings (SGMs) of the Society shall be called when the Directors deem necessary or whenever ten or more members sign and deliver to the President of the Society a written requisition requiring the calling of a SGM and specifying the purpose thereof.

4.4 The type of notice for the AGM and SGMs of the Society shall be in accordance with the Society Act, but in no case shall notice of a general meeting be less than 14 days.

4.5 A quorum for the transaction of business at any AGM or SGM of the Society shall be a minimum of 15 members in good standing .

4.6 Only members in good standing may vote at any meeting of the Society and each member is entitled to only one vote.

4.7 Voting by proxy is permitted.

ARTICLE 5 - DIRECTORS AND OFFICERS

5.1 The Persons listed on the list of first Directors filed with the Registrar shall be the first Directors of the Society. They shall retire at the first meeting of the Society.

5.2 At each AGM, the members shall elect one Trustee to hold office for two years and Emily Carr University shall appoint one Trustee to hold office for two years. At any given time, there shall be one Elected Trustee and one Appointed Trustee in their second year of office and one Elected Trustee and one Appointed Trustee in their first year of office. Those Trustees who have served their second year of office shall resign at the next annual general meeting and they are then eligible for re-election, in the case of Elected Trustees, or for re-appointment in the case of Appointed Trustees.

5.3 Any casual vacancy in the Appointed Trustees shall be filled by appointment by the Emily Carr University. The Trustee so appointed shall act for the balance of the term of the Trustee whose place he or she is taking. Any casual vacancy in the Elected Trustees shall be filled by appointment by the remaining Trustees acting unanimously. The Trustee so appointed shall act until the next Annual General Meeting of the Society whereupon he or she shall resign. If the Trustee whose place he or she took was in his or her first year of office as a Trustee, then the Trustee elected at such Annual General Meeting shall hold office for one year.

5.4 Any two Trustees may remove a member or members from the Board of Directors.

5.5 The Board of Directors shall consist of five members or as otherwise determined by the Trustees.

5.6 The management and administration of the affairs of the Society shall be vested in the Directors in accordance with the Constitution.

5.7 The Directors may determine their own procedures.

5.8 No Director shall receive remuneration from the Society, but may be reimbursed for out-of-pocket expenses.

5.9 The Directors of the Society shall determine from among themselves the President, Vice-President, and Secretary/Treasurer. The Secretary/Treasurer shall be one of the Appointed Trustees.

5.10 The duties and responsibilities of the Directors shall be as follows:

(a) The President shall be Chief Executive Officer of the Society;

(b) The Vice-President shall, in event of the absence or disability of the President, perform the duties and possess the authority of the President's office;

(c) The Secretary/Treasurer shall keep the Society’s records, minutes, and list of Directors, be responsible for membership information and correspondence, and be custodian of the funds of the Society.

5.11 Trustees of the Society to be appointed by the members may be asked to step down as Trustees by a majority vote of the Trustees and may be removed by resolution and majority vote of a special general meeting of the members.

ARTICLE 6 - AMENDMENTS TO THE CONSTITUTION AND BYLAWS

6.1 The Constitution and Bylaws of the Society, unless otherwise provided for in the Constitution, may be amended at any meeting of the Society by special resolution of the members present at any such meeting.

ARTICLE 7 - RULES OF ORDER

7.1 Matters not dealt with in the Constitution or Bylaws shall be resolved in accordance with procedures set forth in the current editions of Robert's Rules of Order. Matters not provided for shall be resolved by reference to the procedures of the Legislature of British Columbia.

ARTICLE 8 - BORROWING AUTHORITY

8.1 The Society shall only with the unanimous written approval of all of the Trustees and of the Members by special resolution have the power to borrow, raise or secure the payment or repayment of money in such manner as the Society shall think fit and may with such approvals aforesaid issue mortgages and debentures, perpetual or otherwise, charging all or any of the Society's assets and may purchase or redeem any such security.

ARTICLE 9 - THE SOCIETY'S SEAL

9.1 The Seal of the Society shall be kept in the custody of the Secretary/Treasurer.

9.2 The Seal of the Society shall not be affixed to any document or instrument unless authorized by the Directors.

ARTICLE 10 - MAINTENANCE OF MINUTES AND OTHER BOOKS OF RECORD

10.1 The Directors shall see that the minutes of members' meetings and minutes of Directors' meetings and all other necessary books and records of the Society be maintained in accordance with the laws of British Columbia.

Business Choice® Policy

Broker

Name:	**HUB International Insurance Brokers.**
Address:	**8-1551 Estevan Road** **Nanaimo, BC, V9S3Y3**
Agency:	**6252403**

Insured

Name:	**Emily Carr University of Art & Design - Alumni Association**
Address:	**520 East 1st Avenue** **B2185** **Vancouver, BC, V5T0H2**

Policy

Number:	**CBC 1932497 06**
Effective:	**January 16, 2019**
Expiry:	**January 16, 2020**

Northbridge® Insurance

Business Choice

The Business Choice Policy offers comprehensive insurance coverage for your business.

The Business Choice Policy provides broad coverages that go above and beyond ordinary business requirements in one clear, easy to understand policy. If your Declarations Page shows as 'Covered' for any of the following Parts, the following highlight coverage for each Part.

Coverage Summary – Part III and IV

Policy	
Code of Consumer Rights and Responsibilities	30 day Cancellation Clause
Global Deductible Clause	

Part III – Commercial General Liability	If Part III selected
All Risks Tenants' Legal Liability (blanket all locations)	$500,000
Medical Payments	$25,000 per person
Employee Benefits	$1,000,000
Fungi and Spores Liability	$250,000
Products and Completed Operations Aggregate	
Personal and Advertising Injury Liability	
General Aggregate	
Contingent Employers Liability	
Contractual Liability	
Incidental Medical Malpractice	
Automatic Coverage for Newly Acquired Subsidiaries (90 Day Reporting)	
Separation of Insureds, Cross Liability	
Broad Form Property Damage	
Broad Form Completed Operations	
Employees and "volunteer workers" and unit owners of condominiums as Additional Insureds	
Blanket Additional Insureds (as required by contract)	
Pollution Exclusion with Hostile Fire Exception (includes accidental discharge of fuels or lubricants from mobile equipment)	

Part IV – Non-Owned Automobile	If Part IV selected
S.P.F. No.6 – Standard Non-Owned Automobile Policy	
SEF #94 Legal Liability For Damage To Hired Automobiles Endorsement	$75,000 any one accident
SEF #96 Contractual Liability	
SEF #99 Excluding Long Term Leased Vehicles	
OEF #98B (for Ontario Risks)	

The information stated above is only a summary of the applicable Limits of Insurance in the Policy and will not be interpreted as increasing, modifying or varying any other terms or Limits of Insurance specified in the Coverage Schedule. In the event of any inconsistency between the information set in this summary and the Coverage Schedule, the Coverage Schedule will govern.