



Policy Binder
February 2020 Version

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Policies

Policy Type: Meeting Policies

Policy Name: Council Meeting Policy

This policy governs the meeting requirements for Council, Executive, and Committees.

Council shall meet a minimum of twelve times per year (once monthly). Meetings shall take place using appropriate technology, but always online to allow all council members to be present.

Executive shall meet a minimum of twelve times per year (once monthly).

Council members who put their names forward to participate on a committee shall participate in the required meetings as per the terms of reference for the committee. Committees shall meet as appropriate. Meeting times and dates may be determined using appropriate online software allowing input by all committee members.

Original Policy Approved: May 19, 2010
 Date Reviewed: November 24, 2014
 Revised: December 2, 2014



Policies

Policy Type: Reporting Policies

Policy Name: Council Reporting Policy

This policy governs the reporting by employees and/or volunteers of Athabasca University Graduate Students' Association ("AUGSA"). For the purposes of this policy, reporting refers to verbal or written reports presented to either Executive or Council.

All members of the Executive shall submit a written monthly report to Council. These reports shall be submitted no later than the last day of the month to the Executive Director for distribution to Council prior to the regular meeting date.

All employees shall submit a verbal or written report to Executive monthly or more often if applicable.

The Communications Coordinator shall report monthly to the Executive Director. The Executive Director shall prepare an annual review of the Communications Coordinator to Executive prior to the contract expiry.

Committees shall provide a written or verbal report to Executive as appropriate.

Original Policy Approved: May 19, 2010

Date Reviewed: December 2, 2014

Revised: December 2, 2014

Revised: February 11, 2020



Policies

Policy Type: Finance Policies

Policy Name: Finance Policy

Note: In addition to this edited version, there are core Financial Policies for the organization.

Travel Approval Policy

Pre-approval for unbudgeted travel is only necessary if the estimated costs of the trip are greater than \$300.

Course Payment Policy

AUGSA will pay up to \$2,500 worth of graduate fees at Athabasca University per executive council member during each single term in office, provided that each Executive Council member can verify that his or her program costs this amount or more per year.

The fees are to be collected via the expense claim process and will be rewarded upon proof that the Council member has spent that amount of money on AU graduate level programs. This payment is to accompany a full term of service on council and should a council member serve any less than a full term, it could be prorated, and if overpaid, collected back from the council member. This is subject to executive review.

Expense Claims

Expense claims shall be submitted monthly for approval. All outstanding expense claims must be submitted and processed 30 days following the end of the elected member's term in office. All expense claims require the approval of two executive members. Any additional requests for expense approval will be reviewed by Executive.

Bank VISA expenses shall be approved monthly by at least two members of Executive prior to payment to the bank. Copies of expenses shall be sent to the Executive Director monthly to match the billing from the bank. The Executive Director shall pay the monthly approved receipts by bank transfer. Copies of these expense backups shall be sent to the VPOF monthly along with the bank payment details. The VOPF is responsible to reconcile all expenses.

Executive Communications Expense Claims

Executive committee members shall be eligible for a monthly communications reimbursement of up to \$75 (for Internet and telephone costs). The President and Executive Director shall claim actual billing for AUGSA business.

Hotel Policy

When travelling on AUGSA business, members of council and staff may book individual rooms (as opposed to sharing a room); members should book a *standard double* room at a hotel. The less expensive brands are the ones that should be the primary focus when booking a hotel room for AUGSA business.

Western Deans' Agreement – Student Fees

The AUGSA will collect fees from graduate students attending Athabasca University via the Western Deans' Agreement, as we will be providing them with representation while they are at AU.

Faculty & Centre Representatives Compensation

Faculty and Centre Representatives will be paid on a per-meeting basis, along with compensation for monthly communications, with a cap of \$250 per month.

This policy was created by a motion of council on September 09, 2010.

Reviewed December 29, 2014

Amended by Council on January 6, 2014

Amended by Council on April 27, 2017

Amended by Council on February 11, 2020



Policies

Policy Type: Financial Policies

Policy Name: Full Financial Policy (detail)

Original Policy Approved: May 19, 2010

Date Reviewed: February 23, 2015

Revised: March 3, 2015

Revised: August 7, 2018

1.01 General Financial Management

POLICY INTENT

To provide guidelines for the maintenance of AUGSA financial documents and ensure the responsible management and tracking of budgeted and unbudgeted expenditures. Being mindful of financial accountability, efforts should be made to ensure that the least expensive options are chosen and if not a sound, rational argument is provided.

POLICY RESPONSIBILITY

AUGSA Council, Vice President Operations and Finance, President

POLICY

- 1.01.1 The AUGSA books shall be maintained on both a computer of the Vice President Operations and Finance (VPOF) and a computer of the AUGSA's auditor. Expense claims and payments shall be kept in paper form by the Executive Director and forwarded to the auditor annually. Copies of the payments shall be sent to the VPOF monthly.
- 1.01.2 All AUGSA financial documents (e.g. expense claims) prepared by hand must be completed with permanent ink.
- 1.01.3 The AUGSA financial books may be viewed as per AUGSA Bylaws, and otherwise may only be accessed as per directions of the VPOF.
- 1.01.4 The fiscal year of AUGSA is from January 1 – December 31.

Corporate Credit Card

- 1.01.5 The Executive Committee may designate one or more people from the Executive Committee or Staff to hold an AUGSA credit card for the purposes of AUGSA related expenditures if a valid need can be shown by the individual.
- 1.01.6 Holders of the corporate credit card are responsible for documenting all purchases on the card, for providing receipts for all purchases, and for ensuring that all purchases are budgeted.
- 1.01.7 Upon receipt of the credit card bill by the AUGSA office, card holders shall provide receipts for all purchases shown on the bill within five business days to the VPOF.

Cheque Signing Authority

- 1.01.8 AUGSA cheques require two signatures and the following individuals may have cheque signing authority as arranged through the bank and determined by Executive Council:
 - a) President
 - b) Vice President Operations and Finance
 - c) Vice President External

- d) Vice President Academic
- e) Executive Director

1.01.9 There must be a minimum of three persons with signing authority for the AUGSA bank account at any given time, with all cheques signed whenever possible by the Vice President Operations and Finance. All expense payments excepting those pre-approved in the budget process, must be approved by two Executive Members prior to payment. Payment shall be either Direct Deposit or by bank transfer in the case of Credit Card expenses.

Petty Cash

1.01.10 The AUGSA central office shall not maintain a petty cash fund

Audits

1.01.13 A financial audit must be performed annually by the Post-Secondary Learning Act of Alberta. The audit shall be performed by an independent accounting firm appointed each year by Council.

Appeals

1.01.14 Any decision made by people or committees under these financial policies may be appealed to Council, to be decided by Council resolution. Council's decision is final.

POLICY INTENT

To ensure that the financial priorities of AUGSA are developed in accordance with the needs of AUGSA, that students, Councilors and staff understand how AUGSA funds are being disbursed and prioritized, and to provide guidelines for the development of the annual AUGSA budget.

POLICY RESPONSIBILITY

AUGSA Council, Vice President Operations and Finance, President

POLICY

Budget Timetable

1.02.01 The first draft of the budget shall be prepared by the President and VPOF with the assistance of AUGSA staff. This initial draft shall:

- a) be based on a review of the previous year's budget and any known variances;
- b) incorporate new project plans for the upcoming year;
- c) be adjusted for any anticipated changes in revenue; and
- d) allocate funds for any unmet needs or major purchases that can be anticipated.

1.02.02 The initial draft of the budget for the upcoming fiscal year shall be forwarded to the AUGSA Council by November 1st of the current fiscal year for comment, revision, and recommendations for Council.

1.02.03 The final budget must be approved by Council by December 15th of each year. The budget cannot be revised after this date and shall take effect January 1.

1.02.04 The approved budget shall be posted on the AUGSA website. (and therefore renumbering everything) to have any reallocation of funds requires council's approval

Quarterly Variance Reporting and Forecasting

- 1.02.04 The VPOF shall present council with monthly reports showing variance to plan year to date and a forecast for the remainder of the fiscal year (providing status as need exists). These reports will be used to determine how current expenditures compare with budgeted expenditures. These reports shall be reported to council.
- 1.02.05 The audited financial statements shall provide the final statements for comparison of actual spend to the final budget.

1.03 Expenditures

POLICY INTENT

To ensure that expenditures made on behalf of AUGSA have proper approval and documentation.

POLICY RESPONSIBILITY

AUGSA Council, Vice President Operations and Finance, President

POLICY

- 1.03.01 Before any expenditure is made, it must be determined if the expenditure is budgeted or unbudgeted.
- 1.03.02 The VPOF shall determine whether any expenditure is budgeted or unbudgeted and must be consulted unless a determination on that type of expenditure has been previously made.
- 1.03.03 The President has responsibility for all purchases on behalf of the Association, though purchasing power in certain budgetary areas may be delegated to any of the following:
 - a) Vice President Academic
 - b) Vice President External
 - c) Vice President Operations and Finance
 - d) Executive Director
- 1.03.04 In the absence of the President, the Vice President Operations and Finance assumes the role of the President related to financial obligations.

Budgeted Expenditures

- 1.03.05 Budgeted expenditures must be made with the written approval of the President and VPOF.
- 1.03.06 Contracts requiring payments extending into the next fiscal year and beyond require the approval of Council.

Unbudgeted Expenditures

1.03.07 Requests for funds that exceed budgeted amounts or those exceeding \$300 and not included in the final budget, require a motion of Council.

Preferred Practices

1.03.08 AUGSA prefers these methods of payment in the following order:

- a) To be invoiced and pay by cheque or direct deposit
- b) Reimbursement of expense claims by cheque or direct deposit
- c) Credit Card

1.03.09 Where possible, AUGSA does not pay in advance for services or delivery of goods.

1.03.10 Where possible, AUGSA pays in full rather than financing any purchase.

1.03.11 Where possible, AUGSA does not to enter into contracts extending more than 2 years. If this is necessary, then the contract must be approved by Council.

1.03.12 AUGSA will use a competitive bid process for purchases over \$1500. Sole source justification is required where a competitive bid process is not used.

1.03.13 AUGSA Executive team shall review on an annual basis all contracts that are setup continuously, such as web / email services, banking, telephone, post office box and software services to ensure services provided are current and meet the needs of AUGSA.

1.04 Expense Claims

POLICY INTENT

At times Councillors, Executive or staff working under the direction of Council may be required to make purchases using their own resources where the expense cannot be paid by AUGSA cheque, or invoiced to AUGSA. When necessary, AUGSA will reimburse reasonable expenses incurred in the course of performing work for AUGSA.

POLICY RESPONSIBILITY

AUGSA Council, Vice President Operations and Finance, President

POLICY

1.04.1 Expense claims and reimbursements are to be used only when no other method of payment would have been available.

1.04.2 To claim a reimbursement a Councillor or member of staff must complete AUGSA *Expense Reimbursement Form* and submit it and all relevant receipts to the Vice President Operations and Finance and the Executive Director within 30 days of incurring the expense or a total of at \$100 in expenses has been incurred, whichever comes first.

- 1.04.3 Approval of reimbursement requests for purchases that did not receive prior approval is not guaranteed
- 1.04.4 Expenses without receipt shall not be considered for reimbursement unless specified otherwise in AUGSA policy (e.g. certain travel expenses, daily meal stipend) or unless special approval of Council is granted
- 1.04.5 The Vice President Operations and Finance will review the budgeted or unbudgeted expense within 30 business days. Budgeted expenses shall be immediately forwarded to the President and VPOF for approval. Unbudgeted expense claims must be approved through the method outlined in the expenditures policy for unbudgeted expenses.
- 1.04.6 The Executive Director prepares the cheque and submits it for signatures and delivery
Or- sends a pdf of the expenses and approvals to the VPOF for payment.
- 1.04.7 Expense claims that are approved shall be paid by cheque on the next payables cycle. The VPOF has the option to pay the expense via Direct Deposit and issues a bank deposit to the payee's account. The VPOF submits the bank deposit proof to the Executive Director for filing.
- 1.04.8 At least monthly, the Executive Director shall send a bank statement showing the actual debits to two Executive members (not including the VPOF) for approval and filing.
- 1.04.9 Monthly salary payments shall follow the same method of tracking as above.

1.05 Travel and Related Expenses

POLICY INTENT

AUGSA shall reimburse budgeted and/or pre-approved travel related expenses for Councillors and staff travelling on behalf of AUGSA.

POLICY RESPONSIBILITY

AUGSA Council, Vice President Operations and Finance, President

POLICY

- 1.05.01 All travel on behalf of AUGSA requires the prior approval of the Executive.
- 1.05.02 Whenever appropriate, alternatives to travel shall be used to fulfill roles and responsibilities, these methods may include, but are not limited to
 - a) e-mail,
 - b) teleconferencing, and
 - c) videoconferencing
- 1.05.03 All travel will be made using the most economic means reasonable.
- 1.05.04 The following rates will apply for travel expenses:

- a) personal automobile - \$0.59/km for the first 5,000km and \$0.53 per kilometer drive after that to cover gas and maintenance as verified on Google Maps
- b) meal allowance
 - i) breakfast - \$10/day
 - ii) lunch - \$20/day
 - iii) dinner - \$45/day

The above meal allowance includes all gratuities and taxes. The meal allowance will not be paid for meals included in accommodation or conference fees.

- c) Incidentals - \$15/day (Within a 24-hour period- receipts are not required)

1.05.05 An expense claim (including a completed *Expense 2* form) with receipts must be submitted to the VPOF in accordance with the expense claim policy to receive reimbursements for:

- a) parking and taxi fees;
- c) meals which unavoidably exceed the allowance (require approval);
- d) fuel for rental vehicles. Rental vehicles must be filled before returning them to rental agency; or
- e) other necessary and unavoidable expenses in excess of the daily allowance.

1.05.06 AUGSA will not reimburse travellers for the following regardless of receipts:

- a) family, pet, or home care;
- b) entertainment;
- d) gifts or expenses for persons other than the traveler, except when they fall under hospitality costs;
- e) personal vehicle maintenance other than previously listed per-diem costs;
- f) merchandise or souvenirs;
- g) medications purchased while travelling; or
- h) room service or mini-bar snacks in excess of the per-diem allowances.
- i) alcohol

1.05.07 Extra expenses incurred by AUGSA as a result of travellers changing flights or other bookings may be billed to the traveller if a sufficient explanation has not been supplied.

1.05.08 If, during travel, an emergency occurs the traveller should immediately contact the President who will arrange for emergency accommodations, travel, or other requirements. If the President cannot be reached, try the following in this order:

- a) Vice President Operations and Finance
- b) Vice President Academic
- c) Vice President External
- d) Executive Director

Only if none of the above can be contacted should the traveller pay for such expenses out of pocket without prior approval.

1.05.09 Travel expenses incurred for travel to Athabasca University meetings may be covered by the university, but this must be clarified before travel is booked.

1.06 Hospitality

POLICY INTENT

AUGSA shall reimburse for approved hospitality expenses incurred by Councillors and staff conducting business on behalf of the AUGSA.

POLICY RESPONSIBILITY

AUGSA Council, Vice President Operations and Finance, President

POLICY

1.06.01 With the approval of the Executive Committee, Councillors and staff may provide relevant stakeholders with hospitality in the course of doing business on behalf of the AUGSA.

1.06.02 Hospitality costs may include meals and venue costs (e.g., hotel costs for hosting a hospitality suite). Alcohol is not an eligible expense except in the case of an AUGSA hosted hospitality.

Reimbursement for alcohol will occur only if the amounts have been pre-approved in the cases of AUGSA hosted hospitality events.

1.07 Reserves and Investments

POLICY INTENT

Over the course of the financial year, the Athabasca University Graduate Students' Association (AUGSA) may spend less than it has budgeted in a certain area or receive more income than it spends. Income that is gained or left unspent is a surplus.

At the end of each financial year, the surplus (or deficit) is added to all prior year's surpluses and deficits and equals the AUGSA accumulated surplus (or deficit). AUGSA considers the accumulated surplus as separate from the yearly operational budget and may invest these funds for future plans to further its mandate and objectives, subject to the restrictions in this policy. The accumulated surplus need not be spent in any single fiscal year and as a plan is developed for its use, AUGSA may internally restrict the funds required to further the specific project.

AUGSA will not use the internally restricted reserves to fund its operational budget without a motion of Council.

POLICY RESPONSIBILITY

AUGSA Council, Vice President Operations and Finance, President

POLICY

Definitions

1.07.01 In this Statement, the following terms have the following meanings:

"Investment Advisor" means any individual appointed by AUGSA with either; a professional financial advisor, or who is working in that capacity at a major financial firm, to invest the accumulated surplus on behalf of the organization;

"Accumulated Surplus" means the current running total of surpluses from the annual budget;

"Unrestricted Reserves" means any amount of the accumulated surplus that is left unrestricted for operational spending and remains in the organization's cash account;

“Internally Restricted Reserves” means any amount of the accumulated surplus that is internally restricted for specified projects;

“Prudent Investment Standards” means, for the purposes of these Investment Policies, those which, in the overall context of an investment portfolio, a reasonable and prudent person would apply to investments made on behalf of another person with whom there exists a fiduciary relationship to make such investments without undue risk of loss or impairment and with a reasonable expectation of fair return or appreciation;

“Cash and Cash Equivalents” means the most liquid asset found within the asset portion of a company's balance sheet. Cash "equivalents" are composed of assets that are readily convertible into cash such as money market accounts and short term government bonds;

“Longer Term Debt Obligations” means a debt security, in which the issuer owes the holders a debt and is obliged to repay the principal and interest at a later date, such as long term government bonds and bank loans.

The Accumulated Surplus

1.07.02 *Designation of the Accumulated Surplus*

The accumulated surplus shall be segregated as unrestricted reserves and internally restricted reserves. The internally restricted reserves are amounts to be used for designated projects.

1.07.03 *The Investment Advisor*

Monies comprising any of the accumulated surplus not immediately required by AUGSA shall be invested at the advice of the Investment Advisor acting within the parameters of this policy, subject always to the overriding direction of AUGSA.

1.07.04 *Withdrawal of Cash and Securities*

AUGSA shall be entitled to withdraw cash and securities constituting any of the accumulated surplus and to take possession of the same at any time and from time to time, as it shall see fit.

The Investment Objectives

1.07.05 *Prudent Investment Standards*

The Investment Advisor and the AUGSA shall adhere to Prudent Investment Standards in making investment decisions and in managing the total investments of the Funds.

1.07.06 *Primary Objectives*

Each of the Funds shall be invested with a view to:

- a) Preserve the capital of the Funds; and
- b) Achieve real appreciation (i.e., an average rate of return, net capital gains and income, in excess of inflation) in the capital of the Funds over the long term.

Asset Mix and Diversification

1.06.07 *Cash Requirements*

The VPOF, in consultation with the Investment Advisor and the Executive Director, shall from time to time establish maximum percentage or dollar amounts of the market value of each of the Funds to be invested in Cash and Cash Equivalents or in Longer Term Debt Obligations, in each case to reflect anticipated current contributions, outlays, and return expectations.

1.06.08 *Investment Limits*

The categories of investment in which the accumulated surplus may be invested and the limits on each category of investment by reference to the total market value of the respective Fund at the date each investment is made are as follows:

Unrestricted Reserves

Amounts designated as unrestricted reserves shall not exceed 10% of the annual income of AUGSA and shall be left in the organization's cash account for ease of access.

Internally Restricted Reserves

Internally restricted reserves shall be invested in Longer Term Debt Obligations and in Cash and Cash Equivalents at an amount determined by AUGSA and will be defined in detail in the Investment Plan. AUGSA will attempt to limit the amount invested in Cash and Cash Equivalents to the amount expected to be spent on the project within the next financial year.

1.07.09 *Investment Plan*

The Investment Plan will detail the maximum amount of cash and cash equivalents and Longer-Term Debt Obligations that the Internally Restricted Reserves are to be invested in.

The Investment Plan may be altered by:

- a) The VPOF in consultation with the Investment Advisor,
- b) Direction of the AUGSA Council in consultation with the VPOF and the Investment Advisor

Any change to the Investment Plan must be reported to Council within five days of being made. All investments must be reviewed annually.

Approved Instruments

1.07.10 *Cash & Cash Equivalents*

The following investments, subject in each case to the limitations herein specified, shall be approved for investment as Cash & Cash Equivalents, provided that no debt obligation may be purchased pursuant to this subsection unless it is payable on demand and matures in accordance with its terms within five years from the date of investment:

- a) debt obligations issued or guaranteed by the Government of Canada, any province of Canada, a municipality of Canada, and any bankers acceptances and other debt obligations issued or guaranteed by a Canadian chartered bank
- b) debt obligations issued or guaranteed by a corporation, other than a bank, incorporated under the laws of Canada or a province thereof, provided that such investments are rated at minimum "A-2" by Standard & Poors or "R1-MID" by Dominion Bond Rating Service Limited.

1.07.11 *Longer Term Debt Obligations*

The following investments, subject in each case to the limitations herein specified, shall be approved for investment as longer-term debt obligations and the Investment Advisor shall vary the average term and duration of the debt obligations according to its anticipation of adjustments in interest rates.

- a) debt obligations issued or guaranteed by the Government of Canada, any province of Canada, a municipality of Canada, and any bankers acceptances and other debt obligations issued or guaranteed by a Canadian chartered bank
- b) debt obligations issued or guaranteed by a corporation, other than a bank, incorporated under the laws of Canada or a province thereof, provided that

investments are rated at least “A” by Standard & Poors or “A” by Dominion Bond Rating Service Limited.

Conflicts of Interest

1.07.12 The Investment Advisor, its partners, and employees shall:

- a) avoid conflict between their duties and responsibilities to AUGSA and their own interests;
- b) refrain from engaging, directly or indirectly, in any activities in actual or perceived conflict with the prudent administration of the accumulated surplus;
- c) not accept or be the beneficiary of any gift or other consideration in respect of any security transaction to which any of the accumulated surplus are a party or have any pecuniary interest in any transaction to which any of the accumulated surplus are a party;
- d) not use insider information with respect to investments or transactions to which the accumulated surplus are a party or use any insider information whether for the benefit of the accumulated surplus or otherwise; and
- e) at the request of the VPOF, disclose in writing from time to time their direct and indirect beneficial interests in all securities in respect of which the accumulated surplus have from time to time an investment.

Policy amended by Council on February 11, 2020



Policies

Policy Type: Password and Account Legacy Policies

Policy Name: Council Password and Account Legacy Policy

Purpose: The purpose of this policy is to facilitate the continuation of AUGSA’s various online accounts from one Council to the next, as well as to facilitate a smooth transition in the event of volunteer and/or staff turnover.

Account Legacy: Certain AUGSA accounts (such as email accounts) and property (such as laptop computers) are intended to be used by future executives, council members, volunteers and employees. As such, the login information for these accounts and property (i.e., user names and passwords) must be passed on to the Executive Director at the time that a person leaves his or her position. The Executive Director will then provide the incoming person with this information (which he or she may then change, so that the Executive Director cannot unduly access these accounts).

In the event that the Executive Director is leaving his or her position, he or she will provide the information in question to the President, to be passed on to the incoming Executive Director. Login information that must be passed on upon resignation or termination from a position includes, but is not necessarily limited to:

- Your @augsa.com email password;
- The password to your computer (if the computer is the property of AUGSA);
- Any encryption keys used on official documents that you may have created or controlled (and a copy of the software used to encrypt the documents, if requested);
- The password to any and all official AUGSA social media accounts (such as the official @AUGSA Twitter account); and
- Administrator privileges and/or passwords for any forums, websites, or social media groups that you may have created on behalf of AUGSA.

Password Storage: Such information as discussed in the previous section of this policy must also be recorded in a fashion that will be recoverable in the event that you are incapacitated, injured, or otherwise rendered unable to carry out your responsibilities to AUGSA, but which will remain secure unless such an incident occurs.

Social Media Accounts: The use of social media relating to AUGSA is governed by the **AUGSA Social Media Policy**.

In the event that your term as an elected member ends or you resign or are terminated from your position, you must immediately indicate that you are no longer associated with the AUGSA on any social media with which you had previously indicated your former association with the AUGSA.

Any individual/personal member accounts that make use of the AUGSA identity—whether by name, or by use of any official AUGSA logos or graphics—must either cease to use the AUGSA identity or be surrendered to AUGSA as per the *Account Legacy* section of this policy.

For example, if you are the outgoing President of AUGSA and have a Twitter account with the user name @AUGSA_President, you must either change the user name (if you intend to continue using the account as a personal account) or provide the Executive Director with the login information for this account so that it can be used by the incoming President.

Official social media accounts representing AUGSA as a whole, such as the @AUGSA Twitter account managed by the Executive Director must be surrendered as per the *Account Legacy* section of this policy upon your resignation, termination, or the end of your elected term.

Information Sharing Agreement: *A signed & executed copy of the agreement below is located in the "Contracts & Financials" binder.*

INFORMATION SHARING AGREEMENT

dated this ___ day of August, 2010

BETWEEN:

The Athabasca University Board of Governors
(hereinafter referred to as the "University")

AND:

The Athabasca University Graduate Students' Association
(hereinafter referred to as the "Association")

This Agreement is made in reference to the following facts:

A. The University is an Alberta corporation established by the *Post-Secondary Learning Act* and pursuant to that Act, has the power to manage and control Athabasca University's property, revenue, business and affairs.

B. The Association is an Alberta corporation established under the *Post-Secondary Learning Act*, and pursuant to that Act and its constitution and by-laws, has the power to provide for the administration of the affairs of graduate students through advocacy, support, service and communications.

C. The University wishes to facilitate the management of the Association's affairs by disclosing certain personal information to the Association.

D. The personal information disclosed is information which belongs to the University and at all relevant times, will remain within the control of the University.

E. The University has determined, pursuant to paragraph 40(1)(c) of the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25, that the disclosure of certain personal information to the Association for the purposes stated in this Agreement is a consistent use of that personal information.

F. Each party has the necessary authority to enter into an agreement to carry out the purposes stated herein.

1) Purpose:

1.1 The purpose of this Agreement is to document the terms and conditions of the disclosure by the University of certain Personal Information to the Association, in order to ensure compliance with the Act.

2) Definitions:

2.1 In this Agreement, "Act" means the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25, as amended from time to time.

2.2 In this Agreement, "personal information" means recorded information about an identifiable individual disclosed to the Association pursuant to clause 3.1.

2.3 In this Agreement, "record" means a record of information in any form, including notes, images, audiovisual recordings, x-rays, books, documents, maps drawings,

photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records.

3) Disclosure of Personal Information:

3.1 The University shall disclose to the Association, for the purposes stated in clause 4.1, the following personal information of each graduate student admitted to Athabasca University and registered in one or more courses offered by Athabasca University:

Report from Office of the Registrar

- a) name;
- b) postal address;
- c) telephone number(s);
- d) email address;
- e) student ID number; and
- f) program of study (e.g. MBA, MOE, MAIS, MNursing, etc) and start date.

Report from Financial Services

- a) student ID number;
- b) course name, description and credit value;
- c) registration date; and
- d) course start date.

3.2 For the purposes of clause 3.1, the University shall provide the personal information to the Association in electronic form at such times as are mutually agreed upon by the parties. Information will be forwarded through the augsapresident@athabascau.ca email address.

3.3 Pursuant to clause 3.1, the University shall provide the Association with the updated personal information of each graduate student on a monthly basis, in order to reflect the changing enrollment.

3.4 Pursuant to clause 3.1 and clause 3.2, electronic mail will be the primary means of transmitting personal information from the University to the Association, unless otherwise mutually agreed upon by the parties. No University business associated with this agreement shall reside on servers not associated with the University or the Association.

4) Use and Disclosure of Personal Information by the Association:

4.1 The Association shall only collect, use or disclose, either directly or indirectly, the disclosed personal information to:

- a) conduct elections, in accordance with its constitution and by-laws;
- b) communicate with graduate students to advertise and promote its programs, services and activities;

- c) contact graduate students for the purpose of conducting surveys about current or proposed programs, services or activities; and
- d) provide programs and services offered by the Association for or to its members.

4.2 The Association acknowledges that if it receives a demand for disclosure of any of the disclosed personal information, whether the request is from a person, government, a court of law or from any other source, the Association must:

a) immediately advise the University of the demand and forward any copy of the demand to the University; and

b) not disclose the personal information unless otherwise directed by the University.

5) Accuracy, Completeness and Correction of Personal Information:

5.1 The University will make reasonable efforts to ensure that all personal information provided to the Association is both complete and accurate.

5.2 The Association acknowledges that individuals have the right to request that the University correct the disclosed personal information held by the Association. Within 5 business days of receiving a written direction from the University to correct or annotate any of the disclosed personal information, the Association must annotate or correct the information in accordance with the direction.

6) Notification:

6.1 The University shall notify graduate students that their personal information will be disclosed to the Association for the purposes specified in clause 4.1.

7) Protection and Security of Personal Information:

7.1 The Association undertakes to fully maintain and respect the confidentiality of the disclosed personal information and not to disclose it to any third party unless such disclosure is authorized by this Agreement, by consent of the individual the information is about or by law.

7.2 The Association will have reasonable security arrangements in place to safeguard the disclosed personal information against such risks as unauthorized access, collection, use, disclosure, modification, destruction or disposition of personal information. Such arrangements must comply with any information security policies and guidelines that may be in force at Athabasca University.

7.3. The Association agrees to put in place a privacy policy within 30 days of the signing of this Agreement and will provide the University with a copy of the policy.

8) Compliance Monitoring and Investigations:

8.1 In the event that the Association anticipates a breach or becomes aware of a breach of privacy relating to the personal information under this Agreement, including any unauthorized use or disclosure of the disclosed personal information, however and by

whomever the breach is caused, the Association must immediately notify the University in writing of the following:

- (a) the nature of the personal information that was breached [type and date of the information, name(s) of the person(s) whose information is affected];
- (b) when the breach occurred (if known);
- (c) how the breach occurred (if known);
- (d) who was responsible for the breach (if known);
- (e) what steps the Association has taken to mitigate the matter; and
- (f) what measures the Association has taken to prevent reoccurrence.

8.2. In the event of an occurrence as described in Clause 8.1 above, the Association will immediately take all reasonable steps to prevent a reoccurrence of the breach.

8.3 Recognizing that the disclosed personal information remains the property of, and within the control of, the University at all times, the University may, at any reasonable time and on reasonable notice to the Association, enter the Association's premises to inspect any of the disclosed personal information in the possession of the Association, with an Association representative present. The University will provide a minimum of 8 hours notice unless emergent circumstances dictate otherwise in which case the University will provide notice as soon as possible. The University will provide notice to the Association by the method outlined in Article 13 and via duplicate e-mail to the Association Coordinator and the Association President. Further, upon request, the Association must provide the University with information about the Association's information management policies and practices relevant to the management of the disclosed personal information or its compliance with this Agreement.

8.4 In the event of an occurrence as described in Clause 8.1 above, or should there be any use or disclosure of the personal information by the Association, its employees, agents or sub-contractors contrary to this Agreement, the University may:

- (a) terminate or suspend the Agreement immediately;
- (b) demand immediate return of all records in the custody or control of the Association at the expense of the Association;
- (c) require that the Association issue notice, at its own expense, to any individual whose personal information was improperly used or disclosed; or
- (d) any other action the University considers appropriate.

9) Retention of Personal Information:

9.1 The disclosed personal information will only be retained by the Association for as long as is required for reasonable operational purposes during the term of this Agreement. The Association will take steps to destroy, in a secure manner, any of the disclosed personal information in its possession which is no longer required for the purposes outlined in Clause 4.1.

9.2 At the expiry or termination of this Agreement, or at such time as the University may direct, the Association must do any or all of the following with respect to the disclosed personal information:

- a) return to the University, or to a person specified by the University, all original records;
- b) destroy all copies (including electronic copies) of records in a manner specified by the University, and provide confirmation of the destruction to the University in a manner specified by the University; and
- c) wipe the hard drive used for the storage of information in electronic format in a manner specified by the University, and provide confirmation of the destruction to the University in a manner specified by the University.

10) Term:

10.1 This Agreement shall be effective from the date of its execution until it is terminated by either party.

11) Variation of Agreement

11.1 The Association and the University may agree, in writing, to add to, delete or amend any terms and conditions of this Agreement.

12) Termination:

12.1 Either party may terminate this Agreement by providing 30 days prior written notice to the other party of its intention to terminate this Agreement.

13) Notices:

13.1 Any notice under this Agreement is effectively given if personally delivered, sent by facsimile or by registered mail to the following addresses:

The University: FOIP/ Policy Coordinator
 1 University Drive
 Athabasca, Alberta
 T9S 3A3
 Fax #: 780-675-6450

The Association: President
 Athabasca University Graduate Students' Association
 WS 1129, 11th Floor, Peace Hills Trust Tower
 10011-109 Street
 Edmonton, AB T5J 3S8
 Fax #: 780-497-7003

13.2 Notice by mail shall be deemed to be good and sufficient five (5) days after mailing.

14) General:

14.1 This Agreement embodies the entire agreement between the Parties and no understandings or agreements, verbal or otherwise respecting the subject matter herein, exist outside this Agreement.

14.2 This Agreement is not assignable by the Association, in whole or in part, without the prior written consent of the University or its authorized representative.

14.3 If any provision of this Agreement is deemed to be illegal, invalid or contrary to the law, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement.

14.4 This Agreement shall be governed by the laws of the Province of Alberta.

14.5 Numbering, headers and the capitalization of terms in this Agreement are provided for convenience only, and do not affect meaning. Where appropriate to the context, words implying the singular or plural shall be interpreted to imply the other. Where appropriate to the context, words in the present tense shall be interpreted to include the future tense.

THIS AGREEMENT HAS BEEN EXECUTED by the Parties as of the date at the beginning of this Agreement:

WITNESS

THE ATHABASCA UNIVERSITY
Board of Directors

WITNESS

THE ATHABASCA UNIVERSITY GRADUATE
STUDENTS' ASSOCIATION

Original Policy Approved: May 19, 2010

Date Reviewed: December 29, 2014

Revised: DATE



Policies

Policy Type: Communication Policies

Policy Name: Privacy Policy

Original Policy Approved: June 01, 2010

Date Reviewed: December 29, 2014

Revised: February 23, 2015

Personal Information refers to information collected by AUGSA which may be used to identify an individual. This may include, but is not necessarily limited to, first and last name, street address, email address, telephone number, credit card information, and date of birth. This information will be referred to, generally, as Personal Information regardless of the form in which is collected or stored (e.g., electronically, on paper, etc.).

Collection of Personal Information

From time-to-time, AUGSA may collect Personal Information of AU graduate students or other relevant parties. This information may also be given to AUGSA by the AUGC, in accordance with the terms of an Information Sharing Agreement that may exist between these two organizations.

AUGSA only collects and saves such Personal Information as is necessary for the delivery of services to AU graduate students or other relevant parties. Upon request, AUGSA will delete or otherwise destroy (e.g., shred physical documents) a member's Personal Information.

Use of Personal Information

A member's Personal Information will be used in order to provide the member with better service. This includes the use of information for completing transactions or communicating back to the member. Credit card numbers are used only for payment processing and are not used for any other purpose.

We may also use Personal Information in a manner that does not identify you specifically nor allow a member to be contacted but does identify certain criteria about AUGSA's members in general (e.g., we may inform third parties about membership numbers or the number of registered users on the AUGSA website).

Security of Your Personal Information

Storage of Your Personal Information

A member's Personal Information will only be stored for as long as is necessary to complete the purpose(s) or task(s) for which it was collected. If a member's Personal Information is needed for reasons not specified at the time that it was originally collected, AUGSA will obtain that member's permission prior to using it for said reasons.

Electronic Records

All personal Information that AUGSA collects and/or stores in an electronic format will be stored on a secure hard drive or USB key.

When possible, Personal Information stored in an electronic format will not be transmitted over the Internet. When such transmission is necessary, the Personal Information will be transmitted in either an encrypted format, a password protected file, or both.

Physical Records

All physical records containing personal information shall be stored in a secure and locked location.

Sharing Your Personal Information

AUGSA will NOT sell or rent a member's name or Personal Information to anyone else. We DO NOT sell, rent or provide outside access to our mailing list at all.

If required by law, search warrant, subpoena, court order, or credit card fraud investigation, AUGSA may be required to release such Personal Information.

Information is updated monthly and personal information from individuals who are no longer students is destroyed.

PIPA and PIPEDA

AUGSA is regulated by the Personal Information Protection Act (PIPA) of the province of Alberta and the Personal Information Protection and Electronic Documents Act (PIPEDA) of the Canada, collectively

referred to hereafter as “the Acts.” As the Acts are revised from time-to-time, it may be the case that there are discrepancies between the Acts and this Privacy Policy. In the case of any discrepancies, the Acts will take precedence over this Privacy Policy, and any portions of this Privacy Policy which are not in compliance with the Acts shall be considered null and void.

If any portion of this Privacy Policy is deemed null and void, that shall not affect the validity of the rest of the document.



Policy Type: Communications

Policy Name: Social Media Policy

This policy governs the publication of and commentary on social media by employees and/or volunteers of Graduate Students' Association of Athabasca University and its related companies ("AUGSA"). For the purposes of this policy, social media refers to mediums of online publication and commentary, including but not limited to: blogs, wiki's, social networking sites (such as Facebook, LinkedIn, Twitter, Flickr, Pinterest) and YouTube.

AUGSA employees and/or volunteers are free to publish or comment via social media in accordance with this policy. AUGSA employees and/or volunteers are subject to this policy to the extent they identify themselves as an AUGSA employee including but not limited indirect identification (such as a personal profile description). Incidental mentions of AUGSA as a place of employment contained on a personal blog or web post on topics unrelated to AUGSA are exempt.

Publication and commentary on social media carries similar obligations to any other kind of publication or commentary. However, social media also is more permanent than many other forms of publication or commentary. Once something is published in social media the original author loses control over further dissemination that information.

All uses of social media must follow the same ethical standards that AUGSA employees and/or volunteers must otherwise follow.

AUGSA employees and/or volunteers will ensure that:

1. Social media logon ID's and usernames do not use AUGSA's name without prior approval from the Executive Director and President.
2. AUGSA related social media is updated regularly, kept current and remain relevant.

3. Confidential information including but not limited to unpublished details of current projects, financial information, research, trade secrets and in camera discussions items is not shared, posted or discussed on social media.
4. They avoid the use of pseudonyms, false screen names or posting anonymously.
5. They respect copyright laws by crediting the appropriate source through links and proper referencing.
6. All posts align with current AUGSA policies, the AUGSA website, and the AUGSA mission and vision.
7. All posts are based on facts and conducted in a respectful and professional manner (including proper grammar, spelling, and avoiding social media “fights”).
8. They do not commit AUGSA to a new action or policy that has not been agreed upon by council.
9. They clearly identify the views expressed are their personal views and opinions and do not represent the official views of AUGSA.
10. Mistakes are acknowledged and corrected quickly
11. Partners, suppliers, individual members, or customers are not obviously referenced without their prior approval.
12. Misrepresentations made about AUGSA are brought to the attention of the President and VP External

Policy violations will be subject to disciplinary action, up to and including termination for cause.

Original Policy Approved: August 27, 2010

Date Reviewed: November 19, 2014

Revised: November 19, 2014

Revised: March 8, 2016



Policy Type: Elections Policies

Policy Name: Executive and Council Elections

This policy governs the elections of AUGSA Executive and Council Members

A. Scope:

This procedure governs the annual elections for:

- 1) council positions of the Association

2) executive positions of the Association

B. Eligibility

- 1) Members who are in good standing with the organization.
- 2) Permanent full time AU staff are not eligible to run for either Executive or Council positions.

C. Election and Referenda Committee:

1. Responsibilities:

The Election and Referenda Committee shall be responsible to Council for the following:

- a) remaining impartial and unbiased on election and referenda issues or candidates and make no public statements concerning the election or referenda except in respect to procedural matters;
- b) approving or rewording all referenda questions once they are approved by the council or a general meeting to ensure questions are not biased;
- b) ensuring that elections and referenda are properly advertised to members of the Association;
- c) ensuring that elections and referenda are run fairly based on the Council documents on elections and referenda;
- d) ruling on all allegations made against candidates or referendum committees;

The Chief Returning Officer shall be responsible to Council for the following:

- a) reviewing all nomination forms to ensure that candidates are eligible to hold office with the Association;
- b) reviewing and approving all materials that candidates and campaigns submit;
- c) ensuring that all decisions of the Election and Referenda Committee are reported to the council of the Association;
- d) setting all appropriate deadlines necessary for compliance with all rules for candidates;
- e) communicating between candidates and the Election and Referenda Committee;
- f) preparing a report for the council of the Association no later than the last day of April outlining any decisions made by the Election Committee and recommending changes based on information gathered during the election; and
- g) preparing, updating and reviewing a document of past Election and Referenda Committee decisions to ensure that the committee uses past decisions as precedent in making decisions.

2. Membership:

The Election and Referenda Committee shall be elected by the council of the Association no later than January of each year or earlier if necessary, to run by-elections.

The Election and Referenda Committee shall normally be comprised of the following individuals:

- a) a Chief Returning Officer who shall be the chairperson;
- b) two (2) voting members of Council who cannot be running for re-election; and
- c) one (1) member at-large who cannot be running for election

In the event that two outgoing councilors cannot be found to sit on the Elections Committee, two students-at-large will be selected, by 2/3 majority vote of the Council of the Association, to sit in their place.

D. Timeline:

The Association shall hold elections during the months of February and March each year. The elections of the Association shall consist of a nominations period, preparation period, campaign period and the polling period.

The nomination for both Executive Committee elections and Councilor elections period shall be announced and widely advertised by the Chief Returning Officer and begin no later than the second Monday of January. Timelines for Executive and Councilor elections will conform to the following schedule:

Executive Committee elections:

- a) Nominations shall close the last Friday in February.
- b) The preparation period shall last for 10 days following the close of nominations.
- c) The campaign period shall last for at least 8 days.
- d) Polling shall take place at the end of the second week of March each year

Councilor elections:

- a) Nominations shall close 4 days following the conclusion of Executive Election polling.
- b) The preparation period shall last for 7 days following the close of nominations.
- c) The campaign period shall last for 7 days.
- d) Polling shall commence the day following the conclusion of the campaign period.

By-elections shall reflect the timeline of Councilor elections following a 10-day nomination period.

E. Nominations:

During the nomination period, any Active Members of the Association may nominate themselves for a position with the Association by submitting an official declaration of intent form, which shall be posted on the Association's official website.

Rules for Candidates

Throughout the course of the campaign period, candidates have the right to the following:

- a) communicating their candidacy and campaign in any way they see fit, provided said communication does not extend beyond the campaign period;
- b) expressing opinions about candidates, the institution and the Association and the issues affecting students of the Association;
- c) enlisting the assistance of volunteers to perform campaign duties; and

d) soliciting and communicating endorsements of their campaign.

Candidates for positions in the Association shall be responsible for the following:

- a) submitting and updating a list of official campaign volunteers to the Chief Returning Officer;
- b) ensuring that all campaign methods utilized by their volunteers are above reproach;
- c) When a student is running for re-election, avoiding the use of AUGSA resources (access to website, newsletter, staff time, budget, and materials) that he or she has access to solely by virtue of his or her *current* position that he or she would not have access to if he or she was not holding an Association role presently;

Candidates for positions in the Association shall be responsible for ensuring that they or a member of their campaign team do not do the following:

- a) misrepresent the position or character of other candidates in the election;
- b) endorse candidates in their own or other races;
- c) distribute gifts that have more than nominal value for the purpose of campaigning;
- d) disseminate deliberately libelous or purposefully incorrect information about another candidate; or
- e) widely communicate campaign information in a period outside of the campaign period; and
- f) spend any money on advertising.

F. Allegations:

Any member of the Association may privately make an allegation to the Chief Returning Officer if they believe that a candidate has broken the rules of the Association. Allegations must be delivered to the Chief Returning Officer

All allegations must include the rule believed to be broken and supporting evidence.

The Chief Returning Officer shall report all allegations to the Elections Committee and the accused within twenty-four (24) hours of the allegation being filed.

Candidates who are accused of breaking a rule of the Association shall be given twenty-four (24) hours after they are notified by the Chief Returning Officer to provide the committee with evidence against the allegation.

Upon receipt of evidence from an accused candidate or the end of the time period allotted for evidence to be provided by the candidate to the Election Committee, the Chief Returning Officer shall hold a meeting of the Election Committee to determine the validity and severity of the accusation.

After reviewing the accusation and the evidence, the Election Committee will either rule the accusation frivolous, deny the accusation or rule the accusation to be true.

Accusations ruled to be in contravention to the Code of Conduct shall result in disqualification by the Election Committee.

Decisions of the Election and Referenda Committee may be appealed to the Bylaw Committee if the accused or accuser believes that the committee did not properly follow the rules of the Council in making their decision.

G. Results

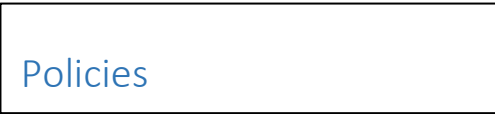
Results of elections for the Association shall normally be announced that day after the close of polling by the Chief Returning Officer.

H. The Chief Returning Officer shall be responsible to Council for the following:
Notifying candidates of recognition of their candidacy by way of email in the form prescribed by the “Appendix: Recognition of Candidacy Letter Template”

I. Voting

Instant Runoff Voting is to be used to determine the winner of elections of members of the Executive Committee. Single Transferable Vote is to be used to determine the winner of elections of Faculty and Centre Representatives. In the event of a tie, the elections committee shall make a ruling on the outcome of the vote.

Policy amended by Council on February 11, 2020



Policy Type: Communication Policies

Policy Name: Dispute Resolution Policy

Where as

All Council Members, Executive members and staff members are expected to behave in a manner consistent with other procedures and policies of the organization. This is defined as conduct that is ethical, respectful, trustworthy, competent, considerate and empathetic such that the individual is acting with integrity while performing their duties.

Where as

Interpersonal disputes among team members are normal. However, assistance may be needed to resolve a dispute. This policy and related procedure provide council members, executive and paid staff direction in seeking assistance and resolving dispute.

Be It Resolved That

if an AUGSA Member, Council Member, Executive Member or Staff Member finds themselves within an interpersonal dispute with a Council Member, Executive Member or Staff Member, the aggrieved party initiates the dispute resolution procedure below.

Dispute Resolution Procedure.

Issues regarding performance, bullying, harassment, abuse and/or violence must be brought to the attention of the entire executive committee immediately.

This policy does not supersede the AUGSA code of conduct, AUGSA Bylaws including those regarding removal of a council or executive member, AUGSA terms of employment, nor any provincial or federal legislation.

Stage 1. Independent Dispute Resolution

The aggrieved party shall bring the dispute to the attention of the Member with whom they have the dispute. If the dispute cannot be resolved between the parties involved, they proceed to Stage 2.

Stage 2. Third Party Involvement

1) Notify Third Party.

The aggrieved party must bring the dispute to the attention of the appropriate party in writing within 10 business days of the event, or within such a time that the responsible person will allow. The notification matrix below identifies the appropriate party.

Notification Matrix

The Aggrieved Party is a:	AUGSA Member	Council Member	Executive Member	Staff Member
The Injurious Party is a:		cc. Executive Director	cc. Executive Director	
AUGSA Member	AU Policy	VPOF	VPOF	President
Council Member	VPOF	VPOF	VPOF	President
Executive Member	VPOF	VPOF	President	President
Staff Member	President	President	President	President

Alternates: The President is the alternate if the VPOF position is vacant, is on holidays or is one of the parties involved in the dispute. The VPOF is the alternate if the President position is vacant, is on holidays or is one of the parties involved in the dispute. If both positions are vacant, on holidays or involved in the dispute the aggrieved party shall proceed to Stage 3 immediately.

Recommendation: The aggrieved party is encouraged to provide a copy of the complaint to the Executive Director. If the Executive Director is one of the parties involved in the dispute, the aggrieved party is encouraged to include the VPOF and the President on their correspondence.

2) The appropriate party has five (5) business days to review the complaint and propose next steps.

Review of Complaint

The complaint must meet the following criteria to be considered for this policy:

- the complaint relates to AUGSA business;
- the complaint does NOT contravene a policy/procedure/contract that triggers an alternate dispute resolution or grievance process; and
- the complaint is deemed serious enough to justify the expenditure of AUGSA human and/or financial resources to members.

If the complaint does not meet all three of the above criteria, the aggrieved party is notified that their complaint does not fall under this dispute resolution policy, the rationale why, and referred to the appropriate dispute resolution process if applicable. The aggrieved party is also informed of their option to bring the issue to the attention of the entire Executive Council if they disagree with this decision.

Resolution Steps

If the complaint meets all of the above criteria the VPOF or President shall mediate the dispute. If resolution or progress towards a mutually agreed upon solution/resolution cannot be found within five (5) business days, the process escalates to Stage 3. At any point, either party involved in the conflict may request the mediation to be escalated to Stage 3 Executive Council.

Stage 3. Executive Council

The Executive Council will review the complaint within five working days. Executive Council shall take one the following steps to address the dispute:

- a) support the VPOF/President's decision and/or recommendation;
- b) propose alternate resolutions to the problem for the aggrieved parties to consider (Stage 3b);
- c) propose a dispute resolution committee (Stage 4) be struck at the next council meeting to resolve the dispute;
- d) take any other reasonable action to resolve the dispute that fall within the scope of their roles and responsibilities;
- e) in unresolved circumstances obtain neutral third party agreed upon by both individuals (Stage 3b) not to exceed a total of \$500.00 per dispute.

If the recommended resolution of the executive team is rejected by one or both of the parties involved, they are informed of their option to escalate the dispute to Stage 5. AUGSA Council as a whole.

Stage 3b: if either party involved in the dispute disagree with the proposed resolutions of the Executive Council, or the dispute cannot be resolved with the assistance of a professional mediator within 21 business days, the dispute shall escalate to stage 4.

Stage 4. Dispute Resolution Committee

Either party involved in the dispute must indicate to the Executive Committee in writing (cc. Executive Director) their desire for a Dispute Resolution Committee to be struck.

At the next council meeting an ad hoc Dispute Resolution Committee shall be struck. Individuals who are directly or indirectly involved in the dispute (such as family, friends, colleagues, or current classmates with the individuals involved with the dispute) are ineligible to sit on the committee.– *problem here is that a terms of reference will have to be developed – we can develop one as a place to start if we like I did at the bottom as a lace to capture my ADD thought process... The terms of reference can include the timeframe to resolve the dispute. The terms of reference can also include items such as who chairs etc. I think allowing this to be fluid and responsive to the needs of the situation and the number of people to sit on the committee.*

If either party rejects the resolution by the Dispute Resolution Committee, either the injurious party or the aggrieved party may bring the issue to Stage 5. Council as a Whole.

Stage 5. Council as a Whole

As a last resort, the dispute is presented to council as a whole at the next council meeting. A special meeting of council may be called to address the issue if deemed necessary.

The process for council to hear and resolve the issue will be:

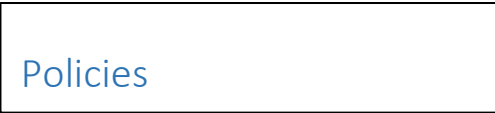
- 1) VPOF/President presents the dispute as per the original submission of the aggrieved party. At this time it is recommend the meeting move into camera.
- 2) Each party directly involved in the conflict will have a maximum of 10 minutes to present their perspective of the dispute and present their desired resolution.
- 3) A representative of executive committee will have five minutes to describe previous attempts to resolution including previously proposed solutions including any feedback and recommendations from a third party.
- 4) The council as a whole will deliberate and decide upon a final resolution.
- 5) Motion to move out of camera.
- 6) Motion containing the resolution will be presented to council for final vote. Proposed resolution must achieve simple majority. Individuals who are directly involved with the dispute are required to abstain from voting.
- 7) As Council is the highest and final deciding body in AUGSA, the solution proposed by Council is final. Resolutions initiated by council may include but is not limited to:

- Suspension of a staff member, Council member, or executive Member
- Termination of a staff Member
- Motion to initiate the process to remove an executive member or council member from office

Council may also suggest resolutions that do not include disciplinary action. It is the responsibility of the parties involved to abide by the recommendation presented by council. If the parties do not agree to or comply with Council's suggested resolution, the involved parties are to resolve the dispute through other methods they pursue independently. At this time, Council will remain removed from the process.

Grievance Committee Proposed Terms of Reference

- The Grievance Committee is struck by council as needed.
- There shall be no less than 3 and no more than 5 Council members who are not involved or associated with the dispute on the Grievance Committee.
- The VPOF shall chair the grievance committee. If the VPOF is involved or associated with the dispute, the President shall chair the committee. If both the VPOF and President are associated with the dispute a chair shall be selected from eligible council members at the time the committee is struck.
- The Chair of the Committee shall not have a vote except in the case of a tie.
- The Chair of the committee will be responsible for coordinating the meetings and obtaining the required information for the committee and reporting to executive committee and council.
 - To respect the confidentiality of the parties involved, the solution shall remain confidential and the committee shall only report the fact the dispute has been resolved to council or if the dispute is escalating to the next stage.
- The Committee shall determine the information they need to resolve the dispute. This includes but is not limited statements from the aggrieved and the accused parties, statements from witnesses, and evidence of harassment and injurious behaviour.
- The committee is to only seek information specific to the dispute at hand.
- The committee will decide and present a recommended solution to the involved parties and executive council within 21 days.
 - Proposed resolutions may include disciplinary action up to and including termination of employment, removal from executive or council position. In the case of termination or removal from executive or council position is the recommendation, the appropriate policy shall be initiated immediately.



Policy Type: Administrative Policies

Policy Name: Termination of Executive Duties

Termination of Executive Duties

An Executive Officer may hold a position as a member of the Executive Council for a maximum of two (2) terms.

An Executive Officer may discontinue his/her duties as a member of the Executive Council in the following ways and circumstances:

Resignation – A resigning Executive Officer shall submit to the Executive Director a written resignation
Ineligibility by reasons of loss of membership in AUGSA;

An Executive Officer who is absent from three (3) consecutive council meetings (Executive Council and AUGSA Council) without notice and just cause given to the presiding officer shall be automatically removed from office. The President shall give notice of delinquency to the absent Executive Officer after two (2) consecutive absences;

An Executive Officer who is found guilty of an AUGSA Code of Conduct violation and has exhausted all appeals;

Dereliction of duty or misconduct – unanimous approval by the remaining Executive Council members and a 2/3 majority vote by AUGSA Council shall be sufficient to remove a member of Executive Council from office for improper or indiscreet conduct or neglect of duty;

An Executive Officer shall automatically be removed from office if at any time during his or her term if he/she becomes no longer insurable for Directors and Officers liability coverage;

Failure to remain a student in good standing as defined by her or his program of study

The Executive Council or Council determines that the Executive Officer has breached his or her Executive Agreement.

Original Policy Approved: March 8, 2016; Amended February 5, 2019



Policy: Awards and Bursaries

Effective January 1, 2019

Policy Type: Student Awards

Policy Name: Awards and Bursaries

POLICY INTENT

Awards and bursaries are types of financial assistance that you don't have to pay back. Awards are typically based on merit, while grants and bursaries usually take financial need into consideration as well.

Athabasca University Graduate Students' Association (AUGSA) Awards program's intent is to promote and acknowledge academic achievement and community spirit in the membership population,

Athabasca University Graduate Students' Association (AUGSA) bursary program's intent is to assist in removing smaller financial barriers that can impede graduate in their academic endeavours.

POLICY RESPONSIBILITY

Council

POLICY

1.0 Administration of Awards and Bursaries

1.1 Applications and nominations must be made by the deadline stipulated in each award. Incomplete applications will be rejected unless all supporting documents are received by the deadline. Though the office will do its best to notify the applicant that their application has been received and complete, it is ultimately the member's responsibility to contact the office to ensure their application has been received and is complete.

1.2 The AUGSA awards committee (AC) shall be the selection committee for all AUGSA awards. In the event that an applicant is a member of AUGSA Council or Executive that member must declare a conflict of interest and not be involved in the decision making regarding any award or bursary for which said member has made application.

1.3 Whenever possible, the "Awards and Bursary Application Procedure" must be followed. The AC will review this procedure annually and adjust accordingly.

1.4 For each fiscal year, any awards or bursaries that are not given out subsequent to a regularly scheduled awards or bursaries deadline will be available for the following awards or bursaries deadline within the same fiscal year. No award will be carried over into the following fiscal year. From time to time, the AC can elect to move funds around based on availability and need.

1.5 There shall be two application deadlines per fiscal year for AUGSA awards and bursary. These deadlines shall be November 1 and March 1, and shall apply to all AUGSA awards and bursary, except for the Computer, Travel, and Emergency bursaries.

1.6 Applications for bursaries at the November 1 and March 1 deadline will be accepted no more than 6 weeks before the deadline to ensure that applicant information is accurate.

1.7 Applications for Computer, Travel and Emergency Bursaries shall be accepted year-round.

2.0 Eligibility Criteria

2.1 Eligibility criteria will vary by award and will be outlined in detail within each respective award description.

2.2 Applicants must be AUGSA members on the date of application for year-round awards, and on the date of the application deadline for the bi-annual awards, unless otherwise specified in the award descriptions.

2.3 Any applicant that is denied a Travel Bursary, Computer Bursary, or Emergency Bursary is required to wait six months before reapplying for that same award.

2.4 If the AC has reason to believe the applicant has presented false information on the application for the purposes of obtaining award or other pecuniary benefit:

- a) the AC may find the applicant ineligible for a scholarship, award, or bursary; and/or
- b) the AC may put forward a motion at council to place the member not in good standing.

2.5 Applicants must submit all requested documents as outlined on the respective application to be eligible for the awards, and bursaries.

2.6 Information and applications submitted for consideration for AUGSA awards, and bursaries will be used only for the purposes for which it was collected, including review of that information in conjunction with subsequent applications.

2.7 Applications will be viewed only by AUGSA staff, AC, and executive members, as necessary.

2.8 Applications for all AUGSA awards, and bursaries will be retained by AUGSA as necessary for legal and business purposes as outlined in AUGSA's records management policy.

2.9 AUGSA may, at its discretion, publish the names of students who are recipients of merit-based awards, and may contact some recipients to seek permission to release further information.

2.10 AUGSA will never publish the names of recipients of bursaries, or those who have been declined for AUGSA scholarships, awards, or bursaries.

2.11 AUGSA Executives are not eligible for any AUGSA bursaries or awards.

2.12 AUGSA Faculty Representatives on Council are eligible for all AUGSA bursaries and awards.

2.13 AUGSA provides the following awards:

1. AUGSA Bursaries – (8 awards (4 per deadline) of \$1000 each totaling \$8,000);
2. Computer Bursaries – (5 awards of one computer valued up to \$700 each totaling \$3500);
3. Travel Bursaries – (\$1000 maximum each; \$4,000 initially budgeted);
4. Emergency Bursaries – (5 awards at \$700 maximum each for a total of \$3500);

2.14 AUGSA reserves the rights to add awards and bursaries throughout the year on approval from Council

Award Descriptions

1. Outstanding Distinction Awards: Three categories; Student, Faculty, Staff. Award Value: \$1,125 /Deadline: October 15

This award recognizes Athabasca University faculty, students, and staff who have demonstrated a high degree of leadership and engagement in their communities, their studies, and/or their professional lives. Only students qualify for the \$1125 award amount. Each year five student awards will be given, one faculty award, and one staff award. In the event that there are no nominations received in a certain category, there will be no award given for the category.

2. AUGSA Bursaries:

AUGSA Bursaries are intended to aid members in financial need. Additional circumstances such as disabilities, single parent/caregiver status, etc., may be taken into consideration. Awards are payable to the recipient by electronic funds transfer. No member may receive the AUGSA Bursary more than once per six-month period. The award deadline will be used for making this determination.

3. Computer Bursaries:

Computer Bursaries are available to members who demonstrate financial need to provide them with a laptop computer for their course work. This is a cash award requiring a proof of purchase for same. Members may only receive this award once. Applications are accepted at any time of year.

4. Travel Bursaries:

Travel Bursaries are intended to aid members in travelling to attend AU convocation, labs, practicums, on-site courses, or related conferences. Applications are accepted any time of year; however, they must be submitted a minimum of 30 days prior to the date of travel. Applicants requesting help with travel to AU convocation is not required to be an AUGSA member at the time of the request, however proof of graduation from AU is required. This is a cash award requiring proof of purchase.

5. Emergency Bursaries:

The Emergency Bursary is provided to assist graduate students in meeting an emergency/temporary need by bridging a financial gap that would otherwise impede the students' ability to complete their studies. Eligible expenses include but are not limited to: rent & living expenses, childcare expenses, travel due to death or terminal illness, health care, prescriptions, exceptional unanticipated expenses. Debts, financial obligations, tuition and other program related expenses do not qualify for this bursary. A member may apply for this bursary more than once per fiscal year but may not be awarded assistance greater than the maximum award amount in a fiscal year. Applications are accepted at any time of year.

3.0 Selection Criteria

3.1 The application process must remain clear and relatively simple to fill out. The idea is that the application itself should not be a barrier to a member applying

3.1 The AC, whenever possible, will use a "matrix style" evaluation process in evaluating awards and bursary applications. The AC will predetermine the criteria for each section of the matrix prior to starting the review process, assigning an arbitrary point value to each criterion. The winning applicant will be the one with the highest cumulative point value based on all the individual predetermined criteria scores. The AC will ensure to select criteria that is specific to each award and bursary when using the matrix evaluation process.

4.0 Policy Review

4.1 This policy shall be reviewed annually to ensure fair criteria and maximum availability to all AUGSA members.

POLICY: Awards and Bursaries: TERMS OF REFERENCE

Awards Committee

POLICY INTENT

This policy defines the roles and objectives of the awards committee.

POLICY RESPONSIBILITY

Council

Role

1. The committee is a standing committee formed by council to develop ideas, programs, and services for the AUGSA student awards program.
2. The committee will strive to facilitate the program to ensure that award funds are used to the maximum benefit of AUGSA members.
3. The committee will maintain the highest form of confidentiality when dealing with member applications, their distribution and subsequent storage.

Authority

1. The awards committee is a standing committee with the authority to:

- a) select recipients of monetary awards in accordance with AUGSA's awards policy;
and
- b) make recommendations regarding the student awards program to council, with input and consultation from the executive.
- c) establish the process, including criteria, that will be used in evaluating individual applications in each of the bursary and award categories.

Responsibilities & Objectives

1. To ensure that all goals related to the student awards program are met, and that working systems are maintained.
2. To continually evaluate the awards program to ensure the award funds are being fully utilized.
3. To ensure award categories are well-rounded, and that students can apply for funding throughout their academic career
4. To ensure that application processes are in place, maintained, and followed.
5. Within five business days of receipt of an award application or package, all committee members must confirm to the chair that the information has been received and read.

Original Policy Approved: October 9, 2018,
Policy amended by Council on February 11, 2020