



**CONSTITUTION**

**Date Revised: 2025-01-19**

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# By-law No.1

A by-law relating generally to the conduct of the affairs and business of the Club.

BE IT ENACTED as a by-law of The Carleton Engineering Musical, as follows:

## Part 1: GENERAL

### Article 1 - Interpretation

- 1.1. The Organization shall be known as “The Carleton Engineering Musical”, and herein be referred to as “The Musical.” No other name shall be used in the advertisement or representation of the club.
- 1.2. In the Constitution and all other rules, regulations, and policies of the Musical hereafter passed, unless the context otherwise requires, the following definitions shall apply:
  - 1.2.1. “Constitution” refers to the present by-laws of the Musical;
  - 1.2.2. “Director” refers to a director of the Musical;
  - 1.2.3. “A Show” refers to a musical selected to be performed by The Musical;
  - 1.2.4. “Members present” refers to musical members present in person or represented by proxy;
  - 1.2.5. “school year” refers to the period of time commencing on the first day of the fall term and ending on the last day of the winter examination period, as determined by Carleton University;
  - 1.2.6. “CUSA” refers to the Carleton University Students’ Association;
  - 1.2.7. “Musical Year” refers to the period of time that shall commence on the first day of May and end on the last day of April of the following year;
  - 1.2.8. “Town Hall” refers to a Meeting of the Members held at the end of the Musical Year; and,
  - 1.2.9. “Executive Directors-Elect” refers to the next group of Executive Directors.
- 1.3. In this by-law and in all other by-laws, rules, regulations, and policies of the Musical hereafter passed unless the context otherwise requires, words importing the singular number of the masculine gender shall include the plural number or any other gender identity, as the case may be, and vice versa;, and references to person shall include firms and corporations.

### Article 2 – Equal Treatment

- 2.1. The Musical in its affairs shall strive to ensure equal treatment of all individuals without discrimination based on personal beliefs or characteristics, and in particular, without discrimination based on race, political views, national or ethnic origin, colour, religion, sex, sexual orientation, age, residency, language, and mental or physical disability.

### **Article 3 – Structure**

- 2.2. The General Membership shall be the legislative body of the organization and shall be composed of all members.
- 2.3. The Directors shall be the facilitative body of a show and shall be composed of General Members hired by the executive to run a show.
- 2.4. The Executive shall be the administrative body of the organization and shall be composed of General Members elected by the General Membership.

### **Article 4 – Constitution**

- 3.1. The provisions set forth in this document shall take precedence over any and all By-laws, rules, and regulations enacted by the Carleton Engineering Musical.

### **Article 5 – Meetings & Notice**

- 4.1. Unless other rules are adopted in accordance with the Constitution, the rules contained in the most current edition of “Robert’s Rules of Order” shall be used at all meetings insofar as they are not inconsistent with the Constitution.
  - 4.1.1. In any event in which the rules of the meeting contradict the rules outlined in this document, this document shall take precedence over the meeting rules.
- 4.2. Unless otherwise stated, all notices of meetings shall be given in person, by electronic mail, or any other method of communication as chosen by the Executive Directors.

## **Part 2: MEMBERSHIP**

### **Article 1 – Classes of Membership**

- 1.1. The Musical shall offer four(4) classes of membership, namely:
  - 1.1.1. General Member;
  - 1.1.2. Show Member;
  - 1.1.3. Director; and,
  - 1.1.4. Executive;
- 1.2. General Member Membership shall be bestowed upon any undergraduate student at Carleton University who has completed a preliminary membership form.
- 1.3. Show Member membership shall be bestowed upon any General Memberwho has paid the full membership fee for the Musical Year.
- 1.4. Director membership shall be bestowed upon any General Memberwho has been hired by the Executive to a Show Director Team.
- 1.5. Executive membership shall be bestowed upon any General Memberwho is a current Executive for the musical.

### **Article 2 – Membership Fee**

- 2.1. General Members, Directors, and Executives shall pay no fee.
- 2.2. Show Members of the Musical shall pay a membership fee for a show’s Musical Year.

- 2.3. The cost of the Show Member membership fee shall be decided by the Executive before the first day of the Musical Year.

### **Article 3 – Term of Membership**

- 3.1. General Member Membership in the organization shall be valid from May to April each academic year.
- 3.2. Show member membership in the organization shall be valid from the date of membership fee payment to the end of The Show's Musical Year.
- 3.3.

### **Article 4 – Rights of Membership**

- 4.1. Every Member of the Musical shall be entitled to:
  - 4.1.1. Attend the Town Hall and participate in the debates thereat;
  - 4.1.2. Propose Constitutional changes with motions at meetings;
  - 4.1.3. Vote in elections for elected positions for which that Member is eligible to vote; and,
  - 4.1.4. Seek to hold any position within the Musical for which that Member is eligible;
- 4.2. All rights and privileges granted to the Member are subject to the provisions of the Constitution.

### **Article 5 – Freedom of Information**

- 5.1. The Executives shall provide to any Member on request, free of charge, any of the following:
  - 5.1.1. The Constitution;
  - 5.1.2. The Ledger; and,
  - 5.1.3. Any by-law, rule, regulation, or policy of the Musical.

## **Part 3: Executive**

### **Article 1 – Definition**

- 1.1. The Executive shall consist of:
  - 1.1.1. A President; and,
  - 1.1.2. A Vice President Finance.

### **Article 2 – Eligibility**

- 2.1. Any Member may only hold one (1) role on the Executive team

### **Article 3 – Selection & Removal**

- 3.1. The Executive Directors:
  - 3.1.1. Shall be elected as per Part 4;
  - 3.1.2. Shall be subject to removal as per Part 5; and,
  - 3.1.3. May resign from their respective position by presenting a written resignation to the remaining Executive Directors and to the Board of Directors of the Musical.

## **Article 4 – Duties**

- 4.1. The President shall:
  - 4.1.1. Provide updates to all members about the state of the club and recommend to their consideration such measures they shall judge necessary and expedient; and,
  - 4.1.2. Represent the Organization in dealings with other organizations, including, but not limited to, other clubs, Carleton Student Engineering Society, Carleton University, and the Carleton University Students' Association.
- 4.2. The Vice-President Finance shall:
  - 4.2.1. Manage the finances and assets of the club;
  - 4.2.2. Prepare a budget for the Organization each year, or more frequently as events require, and keep records of the financial transactions of the Organization; and,
  - 4.2.3. Have signing authority for the Organization.
- 4.3. Jointly, the Executive shall:
  - 4.3.1. Hire and manage a Board of Directors for each show;
  - 4.3.2. Approve and manage teams of Show Members;
  - 4.3.3. Coordinate all aspects of The Musical; and,
  - 4.3.4. Control the assets and direction of The Musical and all of The Shows.

## **Article 5 – Meetings**

- 5.1. Notice of any Meeting shall be given to the Executive At least twenty-four (24) hours prior to the meeting.
- 5.2. Each Executive shall be entitled to exercise one (1) vote.
- 5.3. Quorum shall be set at 50% of the current Executive membership rounded up to the nearest non-zero whole number

## **Part 3: BOARD OF DIRECTORS**

### **Article 1 – Definition**

- 6.1. Each show shall have a Board of Directors consisting of:
  - 6.1.1. The Executive;
  - 6.1.2. At least 1 Vocal Director;
  - 6.1.3. At least 1 Band Director;
  - 6.1.4. At least 1 Dance Director; and,
  - 6.1.5. Any number of other directors who shall be hired by the Executive.

### **Article 2 – Eligibility**

- 7.1. Any member may only hold one (1) role on the Board of Directors.

### **Article 3 – Selection & Removal**

- 8.1. Members of a Show's Board of Directors:

- 8.1.1. Shall be appointed by the Executive Directors for a term determined at the time of appointment or until a successor is appointed by the Executive Directors;
- 8.1.2. Shall be subject to removal as per Part 5; and,
- 8.1.3. May resign from their respective position by presenting a written resignation to the Executive.

#### **Article 4 – Duties**

- 9.1. Each Director shall exercise any power and execute all duties in accordance with the policies established by the Musical.
- 9.2. Each Director shall:
  - 9.2.1. Perform all duties inherent and incident to the Directors; and,
  - 9.2.2. Have such other powers and duties as may be required by the Executive from time to time;

### **Part 4: ELECTIONS**

#### **Article 1 – Succession Officer**

- 1.1. The members will appoint a Succession Officer to run elections for the Club.
- 1.2. A Succession Officer may be any one (1) of the following individuals:
  - 1.2.1. A neutral party to all elections being held within the club;
  - 1.2.2. A member of the Clubs Oversight Committee;
  - 1.2.3. A member of the CUSA Clubs Office;
  - 1.2.4. A club member; or,
  - 1.2.5. An external student non-member.
- 1.3. All efforts should be made for a Succession Officer to be appointed on a consensus basis. When that is not possible, a recorded vote in a first past the post majority or plurality vote winner will be appointed Succession Officer.
- 1.4. The Executive will work with the Succession Officer to set the date of final voting membership signup, campaign start, campaign end, voting start, and voting end.
- 1.5. The Succession Officer may prescribe further election rules not inconsistent with this Part, which shall come into effect at the next election.
- 1.6. No election rule prescribed by the Succession Officer shall restrict the eligibility of any candidate running for the position of Executive Directors-Elect beyond the restrictions and regulations outlined in this Constitution.

#### **Article 2 – General Elections**

- 2.1. A general election shall be held at Town Hall on a date decided by the Executive.
- 2.2. The Succession Officer shall chair the election section of the meeting.
- 2.3. The date of final voting membership signup shall be set after the date of the campaign start.
- 2.4. The location and time for the Town Hall shall be published by the Executive Directors to all Members at least fourteen (14) days prior to the Town Hall Meeting of the Members.
- 2.5. Every voter has the right to cast their ballot in private.



- 2.6. The votes shall be counted by the Succession Officer.
- 2.7. During counting, candidates may select an individual who is not a candidate to be present for counting and scrutinizing.
- 2.8. The Executive Directors-Elect shall be elected at Town Hall by majority vote.
- 2.9. Executive Candidates may run in slates.
- 2.10. In the event that only one slate of candidates is running, they must receive a majority vote in a vote of confidence.
- 2.11. In the event of a tie between multiple candidates or slates, a Special Election shall be held immediately following the Town Hall.
- 2.12. The Succession Officer shall notify the candidates and the Members in attendance of the final election results.
- 2.13. All election proceedings shall be held in prominent locations where the Members normally congregate.
- 2.14. Appeals, complaints, or conflicts may be made to the Clubs Oversight Commission by way of emailing the Student Groups Administrator.

### **Article 3 – Special Elections**

- 3.1. A special election shall be triggered in the event that:
  - 3.1.1. There is a tie between two or more candidates or slates; or,
  - 3.1.2. An Executive position is vacant.
- 3.2. A Special Meeting shall be called to order and A succession officer appointed as per Part 4 Article 1.
- 3.3. In the event of a vacancy, the Succession Officer shall run a runoff election to elect 2 or more Executive Directors.
- 3.4. In the event of a tie, the Succession Officer shall run an additional election between the tied parties.
- 3.5. In the event of a second tie, the Succession Officer should work with the Executive Directors and Cusa’s Clubs Oversight Commission in order to determine how to proceed.

### **Article 4 – Election Rules**

- 4.1. Executive Candidates may run in slates.
- 4.2. All election proceedings shall be held in prominent locations where the Members normally congregate.
- 4.3. The location and time for the Town Hall shall be posted by the Executive at least fourteen (14) days prior to the Town Hall.
- 4.4. The Succession Officer may prescribe further election rules not inconsistent with this Part, which shall come into effect at the next election.
- 4.5. No election rule prescribed by the Succession Officer shall restrict the eligibility of any candidate running for the position of Executive-Elect beyond the restrictions and regulations outlined in this Constitution.

## **Part 5: Impeachment**

### **Article 1 – General**

- 1.1. Any member can bring forward a request to the Executive for impeachment of anyone from any membership class.
- 1.2. Upon receipt of a request, the Executive will first consult the CUSA Clubs Membership Removal Committee (MRC).
- 1.3. With the advice of the MRC, the Executive shall hold the appropriate meeting within 10 days of the receipt of the original request in accordance with the appropriate article of Part 5.
- 1.4. At this meeting, the complaint will be reviewed. The member bringing forward the complaint and the accused shall be given equal time to speak.
- 1.5. Grounds for impeachment of a club member include any violation of the constitution, the governing documents of CUSA, committing an act (or acts) which negatively affects and/or harms the interests of the clubs and its members.
- 1.6. Appeals, complaints, or conflicts may be made to the Clubs Oversight Commission by way of emailing the Student Groups Administrator.

### **Article 2 – Removal of an Executive**

- 2.1. Grounds for the removal of an executive may also include failure to fulfill executive duties.
- 2.2. A Special Meeting of the members shall be called by the executive with the sole purpose of discussing an Executive's removal.
- 2.3. A vote for impeachment with the general membership will be conducted, with a simple majority required to impeach the executive.
- 2.4. The accused Executive shall not be permitted to vote.
- 2.5. Impeachment of an executive results in their removal from office and as a member of the club.

### **Article 3 – Removal of a Director, Show Member, or General Member**

- 3.1. A Special executive Meeting shall be called by the executive with the sole purpose of discussing a Member's removal.
- 3.2. A vote for impeachment with the Executive will be conducted, with a simple majority required to impeach the Member.
- 3.3. Impeachment of a member results in their removal as a member of the club.

## **Part 5: LEGAL MATTERS**

### **Article 1 – Execution of Documents**

- 5.1. Contracts, documents or any instruments in writing requiring the signature of the Musical, shall be signed by the group of Executive Directors, and all contracts, documents and instruments in writing so signed shall be binding upon the Musical without any further authorization or formality.

- 5.2. The Executive Directors by resolution may direct the manner in which, and the Director or Directors by whom any particular instrument, contract or obligation of the Musical may or shall be executed.
- 5.3. The Executive Directors may give the Musical's Power of Attorney to any registered dealer in securities for the purpose of and dealing with any stocks, bonds, and other securities of the Musical.

#### **Article 2 – Books and Records**

- 6.1. The Executive Directors shall see that all necessary books and records of the Musical required by the Constitution or by any applicable law are regularly and properly kept.

### **Part 6: MEETING OF THE MEMBERS**

#### **Article 1 – Scheduling and Location**

- 1.1. The time, date and location of each Meeting of the Members, shall be determined by the Executive Directors.

#### **Article 2 – Notice**

- 2.1. Notice of any Meeting of the Members shall be given to the Members and the Directors.
- 2.2. Notice of a Meeting of the Members shall be given:
  - 2.2.1. By electronic mail or other communication facilities to each member entitled to vote at the Meeting; and,
  - 2.2.2. At least seven (7) days prior to the meeting.
- 2.3. In addition to the above, notice may also be given in person, or in any official medium of the Musical.

#### **Article 3 – Voting**

- 3.1. Each Member shall be entitled to exercise one (1) vote either in person or by proxy
- 3.2. A Member may, by means of a written proxy, appoint a proxy holder to attend and act on that Member's behalf, at a specific Meeting of the Members, in the manner and to the extent authorized in the proxy.
- 3.3. A proxy holder must be a Member of the Musical and shall be limited to holding one (1) proxy per meeting.

#### **Article 4 – Procedure**

- 4.1. Quorum for a Meeting of the Members present at a meeting shall be 10% of the current non-director membership rounded to the nearest non-zero whole number
- 4.2. The Executive Directors shall chair meetings of the Members unless the Members elect another individual to preside.

#### **Article 5 – Special Meetings**

- 5.1. A Special Meeting can be triggered when:

- 5.1.1. A special election is triggered;
  - 5.1.2. The Executive resolves to call a Special Meeting;or,
  - 5.1.3. A majority of the members call for a Special Meeting.
- 5.2. A special meeting must follow Part 6 except that Notice may be waived in the case that the meeting directly follows a Town Hall in order to run a Special Election.

## **Part 7: AMENDMENTS**

### **Article 1 – Process**

- 1.1. Any member can propose an amendment to the constitution. This amendment will be presented at the Town Hall and a vote will take place with the general membership to adopt the new amendment.
- 1.2. A simple majority will be required to adopt the new amendment.
- 1.3. The Executive shall review the constitution annually, and propose appropriate changes at the Town Hall.
- 1.4. Upon the resolution of a motion to modify the constitution with a majority vote, the constitution shall be updated and submitted to CUSA within 2 weeks.

## **Part 8: DISSOLUTION**

### **Article 1 – Assets**

- 1.1. Upon dissolution of the Musical, Any Assets granted to the Carleton Engineering Musical:
  - 1.1.1. by CUESEF shall be returned to CUESEF;
  - 1.1.2. by CSES shall be returned to CSES;
  - 1.1.3. by KEFC shall be returned to KEFC;
  - 1.1.4. by CUSA shall be returned to CUSA; and,
  - 1.1.5. All remaining assets after payment of any outstanding liabilities shall be distributed to Orkidstra.

## **Part 9: EFFECTIVE DATE**

### **Article 1 – Effective Date**

- 1.1. Subject to matters requiring a special resolution, this by-law shall be effective when made by the Executive Directors.

CERTIFIED to be By-Law No.1 of the Musical, as enacted by the Executive Directors of the Musical by resolution on the 11th day of January 2025 and confirmed by the Members of the Musical by special resolution on the 2nd day of February 2025.

Dated as of the 2nd day of February 2025.