

# New England Regional User Group Constitution

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## **ARTICLE I: Name**

The organization shall be called the New England Regional User Group, hereafter referred to as NERUG. This organization's intention is to remain at non-profit status as a 501(c)(3) organization.

## **ARTICLE II: Mission Statement**

The purpose of this organization is to develop and maintain a network of New England Higher Education Institutions (HEIs) who use Ellucian software. NERUG will promote effective use of Ellucian technology, within each member institution by:

- Facilitating the exchange of information among its membership through personal relationships, educational presentations, discussions, trainings, formal and informal meetings, and online venues to increase knowledge of educational software programs
- Acting as a collective voice to influence the Ellucian product and policy direction
- Maintaining a website (ex. <https://NERUG.org>) and a presence on Ellucian Communities
- Establishing and maintaining a mailing list and online forum to facilitate communications

## **ARTICLE III: Membership Qualifications, Annual Fees, and Voting Rights**

Membership is defined as: HEIs in the states of Maine, New Hampshire, Vermont, Massachusetts, Connecticut, and Rhode Island, and New York (hereafter referred to as New England) that utilize Ellucian products, including Banner, Colleague, and/or ancillary systems.

### **SECTION 1: Membership Qualifications**

Membership of this organization shall be available to those universities, colleges and community colleges in New England that utilize any module of the Ellucian product suite and are operating under a current license agreement with Ellucian.

### **SECTION 2: Annual Fees**

- A. Membership fees cover outreach and support services, as well as administrative costs such as domain hosting and website maintenance, communication and registration tools, services for events, printed materials or branded signage for visibility at conferences, and contingencies (e.g., last-minute cancellations or weather disruptions)
- B. Institutional memberships are \$250 per year, and cover all staff employed during that membership period.
- C. Fees are paid annually by the participating institution on July 1. An invoice will be sent from the Board to the member institution no fewer than thirty (30) days prior to the renewal date.

### **SECTION 3: General Membership Voting**

All general members of participating institutions in good standing, including current Board members, may cast one (1) vote during Board elections and other NERUG decisions requiring the input of the membership. In the event of a tie, the Board will use a virtual coin-flip to make the final decision.

Note: Board voting is detailed in Article IV, Section 3 below.

## **ARTICLE IV: Board Members, Vacancies, Voting, and Compliance**

All individuals serving on the Board must be members of NERUG institutions in good standing. Barring any unforeseen personal/professional responsibilities, all NERUG Board members are required to attend the annual Summer Conference.

## **SECTION 1: Board Members**

The Board, composed of no more than fifteen (15) individuals, has five (5) named Officer roles as outlined below, and up to ten (10) Associate Members.

### **A. Officers**

- a. President
  - i. Provide leadership and strategic direction for NERUG.
  - ii. Preside over board meetings and general membership meetings.
  - iii. Ensure alignment with NERUG's mission and goals.
  - iv. Serve as the primary liaison with Ellucian and other regional or national user groups.
  - v. Oversee board operations and support coordination among roles.
- b. Vice President
  - i. Support the President in providing leadership and strategic oversight for NERUG.
  - ii. Assume the duties of the President when they are unavailable or as delegated.
  - iii. Assist in coordinating board activities and initiatives.
  - iv. Lead or support special projects, committees, or task forces as needed.
- c. Secretary
  - i. Record and distribute minutes from board and general meetings.
  - ii. Maintain official NERUG documentation, including bylaws and policies.
  - iii. Manage records of board decisions and institutional member participation.
  - iv. Support organizational communication and scheduling.
- d. Treasurer
  - i. Manage NERUG's financial accounts and transactions.
  - ii. Prepare and present financial reports to the board and members.
  - iii. Develop annual budgets and monitor spending.
  - iv. Ensure compliance with financial policies and nonprofit best practices.
- e. Communications Lead
  - i. Develop and manage NERUG's communication strategy.
  - ii. Oversee website content, newsletters, email announcements, and social media.
  - iii. Promote events, updates, and member achievements.
  - iv. Ensure timely, accurate, and consistent messaging across all platforms.

### **B. Associate Members**

- a. Share responsibility for key functions, including but not limited to:
  - i. Events: Coordinate logistics for all events, including summer in-person event
  - ii. Registration: Manage registration setup and follow-ups for webinars and in-person events
  - iii. Sponsors/Vendors: Coordinate with external vendors for sponsorship of and participation in events

### **C. Board Expenses**

- a. Board members of NERUG shall serve without pay but may be reimbursed for expenses incurred in the dispatch of their duties, including expenses for office supplies and miscellaneous expenses, when receipts are provided and as approved by the Board. Expenses incurred by the Board members in attending NERUG conference planning meetings may be eligible for reimbursement per prior review and approval by the Board.

## **SECTION 2: Vacancies and Elections**

### **A. Terms**

- a. Board members are elected to a term of three (3) years and may serve a maximum of two (2) consecutive terms. All positions are subject to affirmation or election at the conclusion of each term.

- B. Elections
  - a. Elections will be conducted annually to fill any expiring or vacant positions, including Officer roles and Members-at-Large.
- C. Board Vacancies:
  - a. The Board will announce upcoming vacancies at the annual NERUG conference and through official communication channels, inviting eligible nominees to express interest.
  - b. To be eligible, nominees must be currently employed at a member institution in good standing.
  - c. Interested nominees must submit a brief biography and statement of interest via email or an official nomination form.
- D. Voting Procedures:
  - a. Each employee at each member institution in good standing is entitled to one (1) vote per open position.
  - b. Elections will be conducted electronically. Voting instructions, including candidate information and deadlines, will be distributed at least two (2) weeks prior to the opening of the voting period.
  - c. Votes will be collected and verified electronically by a Board member who is not a candidate in the election.
  - d. Election results will be communicated to the membership within twenty-four (24) hours of the close of the voting period.
- E. Unexpected Vacancies
  - a. In the event of an unexpected vacancy during a term, the Board may appoint an eligible individual to fill the position for the remainder of the term.
  - b. If the vacancy is for an Officer role, the Board may designate an interim Officer from among the current Board members until a permanent replacement is selected.
- F. Board Participation
  - a. Board members are expected to actively participate in meetings and fulfill assigned responsibilities. A Board member who does not meet participation expectations may be removed by a formal vote of the Board, as outlined in Section 3.

### **SECTION 3: Board Voting and Decision-Making**

The Board strives to operate through open dialogue, collaboration, and consensus whenever possible. Decisions should reflect the collective interests of NERUG and be made in a transparent and inclusive manner.

- A. Quorum
  - a. A quorum is required to conduct official Board business, including discussion and voting on actionable items.
  - b. A quorum is defined as a simple majority (more than 50%) of the current seated Board members.
  - c. Vacant positions shall not count toward the total number required to establish quorum.
  - d. No official votes may be taken without a quorum present.
  - e. If a quorum is not present, the Board may engage in informal discussion, but any decisions or motions must be deferred until quorum is achieved.
  - f. At least one Officer (President, Vice President, Secretary, Treasurer, or Communications Lead) should be present to facilitate the meeting.
    - i. In the absence of the President, the Vice President shall preside.
    - ii. If neither is available, an Officer designated by the Board may serve as acting chair for the meeting.
- B. Decision-Making Process
  - a. The Board will first attempt to reach decisions through consensus, defined as general agreement among members, with concerns addressed through discussion.

- b. If consensus cannot be reached within a reasonable timeframe, or if a formal decision is required, the matter may be brought to a vote.
- C. Voting Procedures
  - a. Each Board member shall have one (1) vote.
  - b. Unless otherwise specified, a simple majority of those present and voting is required to approve a motion.
  - c. For major decisions, including but not limited to constitutional amendments, removal of a Board member, or approval of the annual budget, a two-thirds (2/3) majority vote of those present is required.
- D. Voting Methods
  - a. Voting may take place through any of the following methods, provided all Board members are given equitable opportunity to participate:
    - i. In-person during a scheduled meeting
    - ii. Virtually via video conferencing
    - iii. Asynchronously via email or an approved online voting platform
      - 1. For asynchronous votes, a clear deadline must be provided
  - b. A quorum must participate for the vote to be valid
  - c. Votes and outcomes must be documented and recorded by the Secretary

## **SECTION 4: Compliance**

All Board members must abide by the following policies. Violations may result in removal from events, Board positions, or organizational membership.

- A. Code of Conduct: Treat others with respect and professionalism, refrain from abusive, disruptive, or unethical behavior, and follow all applicable local laws and organizational guidelines.
- B. Conflict of Interest: NERUG reserves the right to refuse gifts or services from any individual or organization that they deem to be a conflict of interest. NERUG will address each incident on a case-by-case basis following IRS Conflict of Interest guidelines and sample policies during review.
- C. Non-Discrimination: Discrimination or harassment based on any of the following is strictly prohibited: Race or ethnicity; national origin or citizenship; gender, gender identity, or gender expression; sexual orientation; age; disability; religion or creed; marital or family status; socioeconomic background; veteran status; or any other characteristic protected by applicable law.
- D. Data Privacy and Confidentiality: Personal information (names, emails, affiliations, etc.) will only be collected with consent and used for official group purposes. Data will not be sold or shared with third parties without explicit permission. Member lists and contact details will be stored securely and access limited to authorized individuals. Communications (newsletters, event invites, etc.) will include an opt-out option.

## **ARTICLE V: Annual Conference, Sponsored Meetings, and Cancellation Policies**

### **SECTION 1: NERUG Annual Conference**

There shall be an annual conference of the organization.

- A. Hosting
  - a. Member institutions in good standing may volunteer to host the conference via email. After conferring, the Board will present a list of a maximum of five (5) locations, including registration cost and proposed dates, to the membership for a general vote.
  - b. If no institutions are willing and/or able to host the conference, the Board will determine a central location and notify the membership.
- B. Registration Fees

- a. Registration fees help offset event-specific costs (e.g. venue rental, technology, refreshments) and allow the conference to break even or generate reserve funds for future planning. Depending on the venue, registration fees will typically range between \$75 and \$125.
  - i. In situations where fees will exceed this range, NERUG will provide an explanation of the additional costs to the membership.
- b. All travel expenses and conference registration fees are the responsibility of the attendee.
  - i. Board members do not pay for registration at the annual conference, as their attendance is required; however, their travel expenses remain their responsibility.
- c. Lead presenters (non-vendors) may pay a discounted registration fee of 50% of the general attendance fee.

## **SECTION 2: Sponsored Meetings**

There may be other meetings of the organization as requested by the Board. NERUG may contribute limited funds for other meetings, educational endeavors, etc. subsequent to the review and approval of the event by the Board.

## **SECTION 3: Cancellation Policies**

### **A. NERUG-initiated cancellations**

- a. NERUG reserves the right to cancel an event due to low enrollment, inclement weather or other circumstances which would make the event non-viable. In the case of inclement weather, if an event is cancelled, it will be posted to all utilized platforms as soon as possible.
- b. NERUG will make every effort to issue full refunds to registered participants; however, refunds may be limited or unavailable if non-refundable costs (such as venue, catering, or vendor expenses) have already been incurred by the organization. In such cases, the Board will be transparent about the situation with registrants and strive to issue partial refunds, if possible, based on the remaining available funds after contractual obligations are met.

### **B. Attendee-initiated cancellations**

- a. A full refund will be issued for cancellations received more than thirty (30) days prior to the scheduled event. Cancellations received fifteen (15) to thirty (30) days prior will be issued a 50% refund. No refunds will be issued for cancellations received fourteen (14) or fewer days before the event.
- b. Attendees must submit a written cancellation/refund request via email by 11:59pm EST on the day of the relevant deadline.

### **C. Refunds**

- a. No refunds will be provided for registrants who do not attend the event and fail to provide notice within the timeframes above.

### **D. Exceptions**

- a. Exceptions to these policies may be granted at the discretion of the Board due to extenuating circumstances.

## **ARTICLE VI: Vendor Participation**

### **SECTION 1: Vendor Participation at NERUG Sponsored Events**

Vendor participation at all events sponsored by NERUG will consist only of those vendors who are Ellucian Partners. This includes, but is not limited to, the Annual Summer Conference and all one-day events where NERUG is the sponsor or co-sponsor of the event.

### **SECTION 2: Vendor Participation in Presentations**

With regard to vendor participation for presentations, NERUG allows only those vendors who are Ellucian Partners to co-present at any NERUG sponsored event. Schools are permitted to hold a birds-of-a-feather (BOF) or panel session

including discussion of third-party solutions by non-partner vendors, but they are not permitted to dedicate an entire session to a specific non-partner vendor solution. The non-partner vendor may not participate in or be present at the event.

### **SECTION 3: Vendor Cancellation, Refunds, No Show Policy**

Barring unforeseen circumstances, no refunds will be given to a vendor who cancels within 60 days of the NERUG Annual Summer Conference. Should a vendor cancel more than 60 days in advance of the NERUG Annual Summer Conference they will receive a full refund. Should a vendor fail to show, said vendor may lose their eligibility to participate in future NERUG event and no refund will be given. Should a vendor violate any NERUG and/or venue policy during the NERUG Annual Summer Conference, NERUG may choose to close the Vendor booth/area and no refund will be given. NERUG reserves the right to cancel a vendor registration and/or terminate a relationship with any existing vendor at any given time for any reason.

### **ARTICLE VII: NERUG Organization Dissolution**

Upon dissolution of the NERUG organization, the current NERUG Board members shall, after paying or making provisions for the payment of all of the liabilities of the NERUG organization, dispose of all assets of the NERUG organization in such manner, or to such organizations(s) organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization(s) under section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law), as the current NERUG Officers shall determine. Any such assets not so disposed of shall be disposed of by the appropriate Court of the county in which the office of the NERUG financial officer is then located, exclusively for such purposes as said Court shall determine, which are organized and operated exclusively for such purposes.

## Version History

Updated by	Date	Reason for Update
Kristen Corey	5/30/2025	Initial Draft
Kristen Corey	7/1/2025	Collaborative adjustments made during board meeting on 6/30/2025
Kristen Corey	9/1/2025	Approved by majority vote via email
Kristen Corey	3/27/2026	2.0 Draft: <ul style="list-style-type: none"><li>• General reformatting</li><li>• Redefined board composition to include five (5) named officers and up to ten (10) associate members;</li><li>• Added language regarding the responsibilities of named officers and associate members;</li><li>• Added language regarding a quorum requirement for decision-making</li></ul>
Kristen Corey	4/13/2026	Version 2.0 approved by majority vote via email