

THIS AGREEMENT MADE AS OF MARCH 26th 2019

Between

THE UNIVERSITY STUDENTS' COUNCIL OF WESTERN UNIVERSITY (USC)

- and -

THE STUDENTS' COUNCILS OF HURON UNIVERSITY COLLEGE,
BRESCIA UNIVERSITY COLLEGE,
AND KING'S UNIVERSITY COLLEGE
(HUCSC, BUCSC, KUCSC; "HBK")

Whereas, each Council (USC, HUCSC, BUCSC and KUCSC) recognizes the independence of the HBK Students' Councils, as well as the distinctiveness between them;

Whereas, the USC recognizes that Affiliate students do not access the USC services or the UCC as frequently as main campus students do;

Whereas, the HBK Councils and the USC value their relationships with one another;

Whereas the Ontario Provincial Government is currently in an ongoing appeal on *Canadian Federation of Students vs Ontario, 2019 ONSC 6658*;

Whereas this agreement was negotiated with limited information available to all parties from the Ministry of Colleges and Universities, on the timeline of the appeal of *Canadian Federation of Students vs Ontario, 2019 ONSC 6658*, and any further action to be taken by the Government of Ontario which may affect Ancillary fees;

Whereas the intention of the past agreement was to reflect the spirit of the original agreement while making changes based upon the time constraints set by the provincial government to implement the Student Choice Initiative by September 2019;

Whereas the intention of this agreement is to reflect the spirit of the original agreement, while providing stability for the upcoming year(s) and Executives;

Be it resolved that the aforementioned parties agree to the following:

1. Ancillary Fees

The USC agrees to assess the following fees for HBK students annually:

- a. Student Building Fee :

- i. Huron Brescia, and Kings: 40% of fee assessed to main campus students.
 - ii. Any fees brought that impact Student Buildings will be assessed at the respective reduced rates
- b. Grants Fee: HBK Councils will not automatically pay into the grants fee, but can, through a simple majority vote of their Council, opt-in to this service for the following year by notifying the USC President no later than December 1.
- c. Faculty Council Fee: HBK Councils can, through a simple majority vote of their Council, opt-out of this service for the following year by notifying the USC President no later than December 1.
- d. 90% of the Safe Transit Fee.
- e. 90% of the Academic Support Fee.
- f. 80% of the Health and Wellness Fee.
- g. 70% of the Student Life Fee.
- h. 75% of the Clubs Admin Fee.
- i. Any fees other than the ones stipulated above will be assessed at 100%

2. Referendum

The USC agrees that any individual Affiliate Council may opt out of a future student fee referenda if the fee supports an initiative that does not benefit affiliate colleges to the same extent as main campus students.

In order to opt-out, the Affiliate Council must demonstrate that Affiliate students will not benefit equally from the success of an upcoming referendum, and outline a reduced level of service that Affiliate students shall receive as a result of opting-out. This proposal must be agreed upon by the USC President and the Affiliate President before the process can continue. Approval of any proposal shall only consider the legitimacy of an affiliate student not benefiting from a referendum, and the fairness of the proposed service reduction. Approval must be granted at least 15 days prior to the start of a referendum campaigning period.

After the proposal has been approved, the respective Affiliate Council must pass a motion with a simple majority vote in favour of opting out at least seven (7) days before the referendum campaign period ends. The USC Chief Returning Officer, or their designate, shall administer the vote of the Affiliate Council.

Should the motion pass, the HBK Council must inform the USC president of their decision to opt out as per the notice in section 8. This must be done 48 hours prior to the vote.

Missing any of these deadlines will result in the respective HBK students' participation in the referendum and the assessment of any fees resulting from it.

If it is decided to opt out of the referendum, the respective fee will be charged as it would have been without the referendum, or had the referendum failed.

2. Service Levels

Service levels for Affiliate students shall not be impacted as a result of this agreement, except in the case of a referendum opt-out.

Representation of HBK student leaders on the USC shall remain unchanged.

3. Principles of Partnership and Collaboration

a. Collaboration

- i. All HBK and USC Executives will meet early in their terms (before June 1st) so that USC and HBK Executives are able to develop strong working relationships, and maintain these connections throughout the school year. The Outgoing USC Executives will be responsible for organizing and hosting this meeting.
- ii. The HBK and USC Presidents will meet quarterly, in order to communicate needs, review the current Affiliate Agreement, and to set and enforce ongoing priorities throughout the year.
- iii. The USC will invite HBK delegates to present Affiliate priorities to the voting members of the Student Services Committee (SSC) when issues regarding Affiliate issues arise, to ensure that HBK priorities are taken during deliberations
- iv. The USC will invite feedback from Affiliate students and the HBK Presidents, or their designates, in advance of OUSA General Assemblies for the purpose of receiving feedback on the policy papers for review
- v. The USC agrees to invite the Presidents of HBK Councils to the Annual Partners' Breakfast, which occurs annually in May. HBK Councils will, in turn, invite the USC Executive to similar signature events hosted by their Councils.

b. Outreach

- i. All parties will work together to complete a yearly "Communications and Outreach Strategy" before the Affiliate Summit
- ii. The USC executives will be invited to a portion of the annual Affiliate Summit in order to facilitate communication between USC and HBK Executive teams
- iii. All aspects of USC programming and support shall reach out to Affiliate campuses
 1. This includes, but is not limited to, Peer Support Centre, Associate/Coordinator/Intern programs, Western Media, Clubs, Arts projects (such as Reverie and Nuit Violette), Theatre Western, EnviroWestern, etc.

c. Sharing Resources and Expertise

- i. To the best of its ability, and recognizing that resources are finite, the USC and HBK Councils agree to share internal resources and expertise.
 - ii. This includes, but is not limited to: Information Technology, Governance, Event Management, Project Management, Advocacy and Research
 - d. Communication and Information sharing
 - i. All parties will be in full communication regarding Affiliate issues.
 - ii. All parties will assist in communicating each others' events with their constituents.
 - e. Student Advocacy
 - i. Institutional
 - 1. The USC recognizes that the HBK Councils are the primary representatives of the students at their institutions; the USC shall not lobby the Huron, Brescia, or King's Administration without collaborating with the respective Affiliate Council.
 - 2. The HBK Councils recognize that the USC is the primary representative of Western students; the Affiliate Councils shall not lobby Western's Administration without collaborating with the USC.
 - ii. Municipal
 - 1. All four (4) parties will lobby the City of London independently for their respective concerns, but should speak with one voice on matters affecting Western as a whole.
 - 2. The USC will continue to support a separate seat for an HBK delegate on the City of London's Town and Gown Committee
 - iii. Provincial and Federal
 - 1. The USC shall be seen as the primary voice of all undergraduate students at Western (including its Affiliates).
 - 2. The USC shall represent Western and Affiliates in all Provincial and Federal advocacy efforts.
 - 3. Should an issue arise that affects Affiliates differently than main campus students, the USC will include HBK Councils' perspectives with Federal and Provincial advocacy.

4. Amendment or Termination of Agreement

The HBK and USC Presidents must come to unanimous agreement when amending or terminating this agreement. Once agreement is reached between the four (4) Presidents, all four (4) Councils will ratify this Agreement by simple majority vote.

Should the Agreement be terminated or become obsolete, all negotiated terms shall end, including Activity Fee rates and Principles of Collaboration. **Termination is not recommended**, as the purpose of this Agreement is to foster collaboration between all four (4) Councils.

5. Length of Agreement

This Agreement shall be a four year agreement, and shall be reviewed and revisited starting in December of 2023. It shall officially terminate on May 1st, 2024 and all new Agreement stipulations will come into effect for the 2020/2021 academic year. This agreement shall be reviewed and revisited if Ancillary Fees become optional.

A review of this Agreement by the USC and HBK Council Presidents must take place every year at the quarterly presidential meetings. These reviews shall look at the challenges and successes of the Agreement, and bring forward amendments if necessary. Reviews of this Agreement shall not be waived; this Agreement should be a living document that reflects the current needs of HBK and USC Councils and the USC-Affiliate Council relationship.

6. Turnover

After each review or creation of a new Agreement, all four (4) parties shall collaborate to create a Final Report on the Negotiation Process of the Affiliate Agreement.

Elements of all conversations and thought processes should be recorded in order to preserve the knowledge and rationale behind the workings of this Agreement, so that future Presidents have material to pull from when beginning reviews and negotiations.

These Reports shall be archived with other Confidential USC documents.

Nothing in any Final Report of the Negotiation Process of the Affiliate Agreement shall alter, modify, or supersede any provisions of this Agreement.

7. Commitments Moving Forward

All four (4) parties acknowledge the unique challenges faced and benefits acquired of each Affiliate Council and their constituents. All parties will commit to collect data on various areas including but not limited to the needs of their student population and utilization rates of their services, programs, clubs systems, and communal spaces. This data will be distributed to all parties every year and archived with other Confidential USC documents and this data should be used to inform future negotiations. All parties recognize the need to meet and negotiate this agreement after data from the registrar's office is released on percentages of student opt-out rates on ancillary fees administered by our respective councils. All parties will discuss service delivery surrounding the optional fees included on the fee bill.

If all parties agree that the challenges and benefits of each Affiliate Council are substantially unique, the parties should consider assessing different fee percentages for each Affiliate Council.

8. Notice

All notices and other communications regarding changes to budgets shall be in writing, delivered to the office of the designated person, or left with a person who would normally receive mail for said individual. Notice shall be deemed given on the day of delivery. Until notice of address change has been given, notices shall be addressed as follows:

If to the University Student's Council:

President
University Student's Council of Western University
Western University
Room 340, University Community Centre
London, ON, N6A 3K7

If to the Brescia University College Student's Council:

President
Brescia University College Student's Council
Brescia University College
1285 Western Road
London, ON, N6G 1H2

If to the Huron University College Student's Council:

President
Huron University College Student's Council
Huron University College
1349 Western Road
London, ON, N6G 1H3

If to the King's University College Student's Council:

President
King's University College Student's Council
King's University College
266 Epworth Avenue
London, ON, N6A 2M3

X

Bardia Jalayer
USC President

X

Mikaila Hunter
BUCSC President

X

Christianne Morrison
HUCSC President

X

Hailley White
KUCSC President