Federation of Students’ Board Agenda

Regular Meeting

SLC 1106, University of Waterloo

Chair: CHAIRMAN PLANTE  Secretary: SECRETARY EASTON

ATTENDANCE

Please convey regrets to the Chair of the Board at chair@feds.ca.

Expected Attendees:

- President Beauchemin
- General Manager Burdett+
- Director De Sousa
- Secretary Easton
- Director Eyre
- Vice President Fitzpatrick
- Vice President Gerrits
- Director Hunte
- Chairman Plante
- Director Town
- Vice President Velling

+ Non-Voting Resource Member

Expected Absences:

- None

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Public Session

1.0 Preliminaries

Adding items to the agenda requires a two-thirds vote.

1.1 Call to Order

The Chair calls the meeting to order at 6:00 PM.

1.2 Approval of the Agenda

The Chair assumes the Agenda.

1.3 Territorial Acknowledgement

Pursuant to Federation Policy 50, Indigenous Engagement and Inclusivity, the Federation of Students’ Board of Directors acknowledges:

"The University of Waterloo is on the traditional territory of the Neutral, Anishnaabeg, and Haudenosaunee peoples. The University of Waterloo is situated on the Haldimand Tract, land promised to the Six Nations, which includes six miles on each side of the Grand River."

1.4 Oral Conflict of Interest Declaration

In accordance with Procedure 2, §II(6), the Chair poses the following question:

"In relation to any of the items of business on the agenda for this meeting, does any Director have an actual, perceived, or potential conflict of interest?"

1.5 Remarks of the Chair

Board of Directors Vacancy.

2.0 Approval of the Minutes

2.1 September 9, 2019

Be it resolved that the Board approves the public minutes of the September 9, 2019 Regular Meeting as presented.

Submitted By: Secretary Easton and Chairman Plante

Note: Please refer to the draft minutes on Sharepoint.
2.2 NOVEMBER 4, 2019

Be it resolved that the Board approves the public minutes of the November 4, 2019 Special Meeting as presented.

Submitted By: Chairman Plante and Secretary Easton

Note: Please refer to the draft minutes on Sharepoint.

2.3 JANUARY 8, 2020

Be it resolved that the Board approves the public minutes of the January 8, 2020 Emergency Meeting as presented.

Submitted By: Chairman Plante and Secretary Easton

Note: Please refer to the draft minutes on Sharepoint.

2.4 JANUARY 21, 2020

Be it resolved that the Board approves the public minutes of the January 21, 2020 Special Meeting as presented.

Submitted By: Chairman Plante and Secretary Easton

Note: Please refer to the draft minutes on Sharepoint.

3.0 REPORTS

Motions arising directly out of a report, including to adopt recommendations in the report, may be considered immediately after the report without having to wait until later in the meeting. No action is required to receive a report. If the Board decides to adopt or accept a report, then it is endorsing the entire report and not just the recommendations, unless otherwise specified.

3.1 EXECUTIVE REPORTS

Each executive will provide an oral report.

1. President (Beauchemin)

2. Vice President of Operations & Finance (Velling)

3. Vice President of Education (Gerrits)

4. Vice President of Student Life (Fitzpatrick)
3.2 COMMITTEE REPORTS

Each Committee Chair will provide an oral report.

1. Executive Committee (President Beauchemin)

2. Ad Hoc Committee on GM Engagement (President Beauchemin)

3. Select Committee on Long Range Planning (President Beauchemin)

4. Select Committee on Executive Structure Review (Director Town)

4.0 BUSINESS ARISING FROM THE MINUTES

Business arising from the minutes is business carried on to a meeting from a previous meeting.

5.0 GENERAL ORDERS

5.1 INVITATION TO Incoming DIRECTORS

Be it resolved that in accordance with Board Procedure 2, Section 2, Clause 5, the Board directs the Chair to invite all incoming Board members to attend the April Regular meeting for both the public and confidential sessions, provided the appropriate confidentiality and non-disclosure agreements have been signed.

Submitted By: Chairman Plante

5.2 LONG RANGE PLAN

Discussion on the Long Range Plan.

Submitted By: President Beauchemin

5.3 ADOPTION OF THE FIRST YEAR ORIENTATION BUDGET

For information: Adoption of the First Year Orientation Budget by the Vice President, Operations and Finance, following a recommendation for approval by the Budget and Appropriations Committee.

Submitted By: Vice President Velling

Note: Please see a copy of the first year Orientation budget on Sharepoint.
5.4 CPI ADJUSTMENT OF THE WUSA Fee(s)

Be it resolved that the Board approve the indexation of the Federation of Students’ Fee for inflation by 2.2%, as determined by Statistics Canada in accordance with Article 4 of the bylaws, totaling $0.94;

Be it further resolved that the Board approves the adjustment of the foregoing increment for fee opt-outs by an additional $0.13, reflective of a 30% opt-out across those optional components of the Federation of Students’ Fee.

Submitted By: Vice President Velling

Note: This adjustment is based on a calculation of the non-salary related costs recovered through the WUSA Fee(s).

5.5 CPI ADJUSTMENT OF FIRST YEAR ORIENTATION Fee

Be it resolved that the Board approve the indexation of the First Year Orientation Administered Fund Fee for inflation by 2.2%, as determined by Statistics Canada in accordance with procedure, totaling $2.44

Submitted By: Vice President Velling

Note: The First Year Orientation Administered Fund Fee will have an administrative overhead fee added in addition to the fee, as indexed, commensurate with the standard administrative overhead applied in accordance with procedure.

5.6 SOCIETY AUDITS

Be it resolved that the Board approves deep dive audits for the ____ and ____ Student Societies for fiscal year 2019-20.

Submitted By: President Beauchemin

5.7 SOCIETIES AGREEMENT UPDATE

For Discussion: An update on the Societies Agreement (Memorandum of Understanding) negotiations and timelines.

Submitted By: President Beauchemin

Note: Please find the updated draft agreement, along with Schedule A to the agreement, attached. Additionally, you can view the existing Societies agreement and the Feds-University of Waterloo here.
5.8 Amendments to Procedure 19

Be it resolved that the Board adopts amendments to Procedure 19, *Engagement, Termination and Evaluation of Full-Term Personnel* as presented, with an effective date of March 16, 2020;

Be it further resolved that the Personnel Committee be permitted to make clerical amendments to the Procedure until the above effective date pending staff feedback.

Submitted By: Vice President Velling

*Note: Please refer to the Procedure amendments attached.*

5.9 Appointment of Board Vacancy

Be it resolved that Abigail Simpson be appointed as a Director of the Board to fill the current vacancy.

Submitted By: Director Eyre

6.0 Other Business

Any Director may raise any item of concern during other business. Generally, long discussions without a specific motion before the Board should be avoided. A one-third (1/3) vote by the Directors present at the meeting is sufficient to postpone consideration of the motion to a future date.

Confidential Session

Be it resolved that the Board enters confidential session.

7.0 Preliminaries

7.1 Approval of the Agenda

The Chair assumes the Agenda.

7.2 Oral Conflict of Interest Declaration

In accordance with Procedure 2, §II(6), the Chair poses the following question:

"In relation to any of the items of business on the agenda for this meeting, does any Director have an actual, perceived, or potential conflict of interest?"
7.3 **Remarks of the Chair**

7.4 **September 9, 2019 Minutes**

   **Motion:** September 9, 2019 minutes.

7.5 **January 8, 2020 Minutes**

   **Motion:** January 8, 2020 minutes.

8.0 **Reports**

*Motions arising directly out of a report, including to adopt recommendations in the report, may be considered immediately after the report without having to wait until later in the meeting. No action is required to receive a report. If the Board decides to adopt or accept a report, then it is endorsing the entire report and not just the recommendations, unless otherwise specified.*

8.1 **Executive Reports**

Each executive will provide an oral report.

1. **President** (Beauchemin)
2. **Vice President of Operations & Finance** (Velling)
3. **Vice President of Education** (Gerrits)
4. **Vice President of Student Life** (Fitzpatrick)

8.2 **Committee Reports**

Each Committee Chair will provide an oral report.

1. **Executive Committee** (President Beauchemin)
2. **Risk Management Committee** (Vice President Velling)
3. **Personnel Committee** (Vice President Velling)
   **Report of the Personnel Committee:**
   
4. **Health Plan Oversight Committee** (Vice President Velling)
5. **Planning, Student Spaces and Works Committee** (Vice President Velling)
9.0 General Orders

None

10.0 Other Business

Any Director may raise any item of concern during other business. Generally, long discussions without a specific motion before the Board should be avoided. A one-third (1/3) vote by the Directors present at the meeting is sufficient to postpone consideration of the motion to a future date.

Public Session

Be it resolved that the Board leaves confidential session.

11.0 Announcements

Volunteer Appreciation is occurring on Monday March 16th in the SLC.

There will be a Special Board meeting occurring sometime between March 22 and April 4 to discuss draft language for the Long Range Plan and provide feedback.

12.0 Adjournment

Be it resolved that the Chair adjourns the meeting.
MEMORANDUM OF UNDERSTANDING

Confirming a relationship of mutual respect between the
FEDERATION OF STUDENTS and SOCIETIES at the University of Waterloo
for the purpose of serving all undergraduate students
of the University of Waterloo

Made as of this \( \_ \) day of \( \_ \), 20\( \_ \)
(the “Effective Date”)

A M O N G:

Federation of Students, University of Waterloo
(the “Federation”)

and

The Federation’s constituent undergraduate student
societies at the University of Waterloo
(collectively the “Societies”)

(The Federation and its Societies shall collectively be referred to as the “Parties”)

A. BACKGROUND

The Federation and its constituent undergraduate student societies at the University of Waterloo and various constituent faculties, schools, institutes, departments, and colleges of the University of Waterloo (the “University”), both affiliated and federated (the “Affiliated & Federation Institutions of UW”), which include the Societies, have enjoyed a rich tradition of supporting and
advocating for undergraduate students at the University. Together, the Federation and Societies empower, represent and serve all of the University’s undergraduate students.

In order to continue this rich tradition, the Federation and the Societies want to enter into this new Memorandum of Understanding (“Memorandum”) to reflect the terms and mutual understanding of their relationship and respective rights and obligations so they can continue working to empower, represent and serve all of the University’s undergraduate students.

The Waterloo Students’ Council, in consideration of and with the unanimous agreement by its constituency Societies, incorporated on April 27, 1967 as the Federation. Since its inception, the Federation has been the sole legal representative of all undergraduate students of the University, including those Affiliated & Federation Institutions of UW which are or may become a part of or associate with the University.

The Societies exist within the Federation to represent and serve the unique interests of the undergraduate students which fall within their respective Constituencies (as defined in Schedule “A”).

B. DEFINITIONS AND INTERPRETATION

Schedule “A” is attached to this Memorandum and is incorporated by reference and made part of it. All capitalized words or phrases in the Memorandum and Schedule “A” are defined. All words in the Memorandum that are not capitalized or capitalized for grammar purposes shall be interpreted by their plain English meaning.

C. TERMS

The Parties agree as follows:

1.0 Governance of Societies: Committee of Presidents

1.1 Committee: The Committee is a formally established committee of the Federation’s Students’ Council (the “Council”) and is constituted in accordance with the Federation’s Council Procedures.

1.2 Committee Members: The Committee shall be comprised of all of the respective presidents who are each elected by their respective Constituency. Each voting member of the Committee must be:

   a. the elected president – or a designate determined in accordance with that Society’s Rules; and
   b. an active part-time or full-time undergraduate student at the University enrolled in their respective Constituency.

1.3 Agenda: The agenda of the Committee shall be set according to the procedures of the Council in force at any given time.
1.4 Governance: The Committee shall be governed by and operate according to the documents that govern the Federation, including the Federation’s incorporation documents, by-laws, policies and procedures, and this Memorandum (the “Documents”).

1.5 Modification of Documents: If the Federation modifies any of the Documents in a way that could materially affect the Societies, then the President shall provide each member of the Committee at least ten (10) days’ advance written notice before the modification takes effect.

2.0 Financial Oversight of The Societies by The Federation: Finances

2.1 General Terms:

a. Tax-Exempt Status: The Federation and each of the Societies shall not jeopardize the Federation’s tax-exempt status as a not-for-profit corporation (under subparagraph 149(1)(l) of the Income Tax Act (Canada)) through any of their respective actions or inactions.

b. Compliance: Each Society shall follow:
   i. Generally Accepted Accounting Principles or successor principles (“GAAP”), and
   ii. Any policy, procedure, guideline or Document of the Federation, when maintaining and keeping up-to-date financial records.

c. External Audit: The Federation shall retain the services of an accounting professional who follows GAAP to review each Societies’ financial records on at least an annual basis to assist each respective Society with satisfying its obligations under this section.

d. Internal Audit: The Federation may review any records of any Society at any time during an Academic Term and the relevant Society shall cooperate in all respects to produce its records to the Federation as soon as it possibly can.

e. Internal Audit: Notwithstanding 2.1(c), the Federation shall review each Societies’ financial records at least once per Academic Term to ensure that the Societies are complying with the terms of this Memorandum and to facilitate the submission of the Budget Package as set out in 2.3

f. Withhold Funds: The Federation reserves the right to withhold any and all funds to any Society which it would otherwise have an obligation to transfer such funds to under this Memorandum if, in the sole and unfettered discretion of the Board of Directors, the Society in question is not complying with its obligations under this Memorandum.

g. Reserve: A Society may retain some reserve funds at the end of an Academic Term (the “Reserve”) if the Reserve retained is reasonable in relation to the Society’s need to cover eminent operating expenses or capital projects for that Society.

For the purposes of protecting the Federation’s tax-exempt status as a not-for-profit corporation, any Society wishing to retain any Reserve at the end of an Academic Term must seek prior approval from the President.
The Society must seek approval by submitting a summary to the President before the end of the relevant Academic Term (i.e., the Academic Term from which the Reserve is proposed to be carried over). The summary must provide the amount of funds for the proposed Reserve and the reasons why the Society wants to retain the Reserve funds. The reason to retain the Reserve funds must relate directly to the Society’s need to cover eminent operating expenses or capital projects. The Reserve shall never be an amount greater than the previous two (2) Academic Terms worth of funds for the relevant Society.

The President shall not arbitrarily withhold their approval for a Society to retain a Reserve if a Society complies with this process.

2.2 Setting of Student Fees:

a. Fees: The society fee is the fee that each Society has set for members of its Constituency to pay as part of their student fees to the Federation (the “Fee” or “Fees”). A Society may only change the amount of its Fee if it does so in accordance with the Documents and its Society’s Rules, as they exist at any given time.

b. Uncertainty about Fee: When there is uncertainty about whether a Fee is compulsory or optional, the President is authorized to make a determination of that issue in the exercise of their discretion, acting reasonably after:
   i. considering the Documents, UW Laws, the Federation’s agreements with the University;
   ii. considering evidence of support from the Society’s constituency for such an assessment;
   iii. seeking the advice of the Society; and
   iv. any other information to inform their decision.

The President shall make a binding decision on the relevant Fee, which shall then be presented to Council for ratification at the next regular meeting.

c. Changing Fee: If a Society seeks to change the value of its Fee, then it may do so in accordance with its Constitution and the Documents. The Society shall submit, evidence of approval from the Society’s Constituency (the “Petition”) to the President. If in the discretion of the President the Petition is reasonable, justified and has been validly obtained, then the President shall present the Petition to the University’s Board of Governors to adjust the Fee that the University collects per student in the Society’s Constituency.

d. First Fee Transfer: The Federation shall transfer forty percent (40%) of the net amount for each Society’s anticipated Fee for the term to the appropriate Society within fifteen (15) days from the beginning of the Academic Term for which the Fee was collected (the “First Transfer”). The amount will be based on the actual enrollment figures and anticipated opt-out rates, as applicable, provided by the Federation of Students Public March 10, 2020

Comment [1]: Having support on optional/compulsory fees is great but I don’t see the need or benefit in making this decision of the wusa prez.Societies should be able to have a vote on making fees optional or compulsory (for fees not included in uni documentation)

Comment [2]: “President” is defined in schedule A to mean the President or relevant assigned person. Under WUSA’s Policy and Procedure, the person responsible for determining the optional/compulsory status of fees is the VPOF and there are explicit limitations making it subject to the will of the Council as well. If Council doesn’t ratify, it’s not valid and the process has to be redone. In this way, Societies do have a vote because they vote on the Council. Societies can’t be the sole determiners of whether the Society fees are compulsory because of the inherent conflict of interest.
University for the students enrolled during that Academic Term in the respective Constituency, and may be back adjusted as necessary.

e. Second Fee Transfer: The remaining sixty percent (60%) of the Student Fees shall be transferred from the Federation to the Society as soon as possible and not more than fifteen (15) days after the Federation received the Society’s Fee from the University providing the President has approved the Society’s Budget Package as complete in accordance with section 2.3 (the “Second Transfer”).

f. Timeline: The timelines set out in sections 2.2(d) and 2.2(e) can be amended if the Parties agree in writing before the dates when the First Transfer and/or Second Transfer are supposed to occur.

2.3 Submission of Budget Package:

a. Submission: Each Society shall submit a budget package within thirty (30) days of the beginning of Academic Term to the President (the “Budget Package”).

b. Compliance: Each Budget Package must comply with the respective Society’s Constitution, the Documents, and at a minimum must include the following:
   i. the budget for the upcoming Academic Term;
   ii. most recent bank statement from the immediately previous Academic Term;
   iii. bank statements from the previous three (3) Academic Terms;
   iv. an income statement and comparison of approved budgets for the prior immediately previous Academic Term; and
   v. a letter to the President justifying the differences in the bottom lines between the proposed budget for the immediately previous Academic Term and the actual budget of the immediately previous Academic Term (the “Discrepancy”), if the Discrepancy represents at least a ten percent (10%) difference.

   (Collectively the required terms of section 2.3(b) shall be called the “Standards”).

c. Review: The President shall review each Society’s Budget Package in relation to the Standards for compliance, completeness and assessment of the merits of the Budget Package in relation to the amount collected for the relevant Society’s Fees and the tax compliance and governance considerations of the Federation (the “Assessment”). The two (2) possible determinations from the Assessment are a “complete” or an “incomplete” Budget Package.

d. Assessment Decision: The President’s decision regarding the Assessment is their decision alone. The President shall provide notice to the relevant Society regarding whether its Budget Package is complete or incomplete.
e. **Complete Budget Package:** If the President determines that a Budget Package is complete, then the Society shall receive the Second Transfer in accordance with this Memorandum and section 2.2(e).

f. **Incomplete Budget Package:** If the President determines that a Budget Package is incomplete, then the President may grant an extension for the further or revised submission of a Society’s Budget Package. When the President is in receipt of a further or revised submission of a Society’s Budget Package, the President shall review the submission following the same procedures outlined above.

g. **Withholding Fees:** The Federation may withhold the Second Transfer of Fees to a Society if in the opinion of the President the Federation has received an incomplete Budget Package from that Society.

h. **Notice:** The President shall notify the Society president about the following with regards to the Budget Package:
   i. when a Budget Package is received from a Society;
   ii. whether the Society’s Budget Package is determined by the President to be complete or incomplete;
   iii. whether an extension is granted for the submission of a Budget Package from that Society; and
   iv. when the Second Transfer is prepared to be remitted to the Society.

2.4 **Audit Requirements:**

a. **Annual Audit:** Each Society shall be part of the Federation’s annual general audit (the “Annual Audit”). Each Society shall cooperate with the Federation by actively participating and disclosing necessary information and documents for the Annual Audit. The Annual Audit shall occur in accordance with the accounting guidelines of the Federation.

b. **Inventory Count:** The Annual Audit shall include an inventory count on or near the 30th day of April each fiscal year, with the Annual Audit to follow.

c. **In-depth Audit:** At its discretion, the Board of Directors may approve individual Societies for an individual in-depth Annual Audit every year before the 30th day of April.

d. **Notice of In-depth Audit:** The Federation shall notify the respective president, or a designate determined in accordance with that Society’s Rules, of each Society undergoing an in-depth Annual Audit within two (2) weeks of the decision of the Board of Directors.

e. **Access:** Additionally, the Board of Directors reserves the right to access Society records, investigate or have an external auditor investigate, each of the Societies if it provides at least fourteen (14) days’ notice to the relevant Society.
f. Compliance: Each Society shall comply with any and all directions from the Board of Directors arising from their respective Annual Audits.

2.5 Collapse of a Society:

a. Collapse: In this section, “Collapse” generally means the dissolution of a Society, and shall more specifically be determined by each Society’s Constitution, unless otherwise defined by the Council.

b. Consultation: If a Society Collapses, then the Federation shall consult with the Dean of the applicable program or faculty to discuss the implications to the accreditation of the program for the students who will be impacted and to advocate for those students’ best interests.

c. Notice: If a Society Collapses, then the President shall provide notice to the Federation’s Board of Directors and Council as soon as the President has knowledge of the Collapse.

d. Seized Assets: In the event of a Collapse, the Federation’s Board of Directors shall immediately direct the transfer of all funds and all residual authority for the Society’s finances and assets to the Federation (the “Seized Assets”). The Federation shall maintain the Seized Assets separately from its general operating account and property (the “Trust”) for a maximum duration of three (3) Academic Terms (which shall include the Academic Term in which the Collapse occurs) (the “Timeframe”).

e. Fee Collection: If a Collapse occurs, then the Council may temporarily discontinue the requirement for the students from the relevant Constituency to pay Fees. If the Council does not discontinue collecting that Fee, then the Federation may collect the Fee to hold it in Trust for the remainder of the Timeframe.

f. Reconstitution: A Society can only be reconstituted if the Council approves a written proposal submitted on behalf of the applicable Constituency in support of reconstituting the Constituency Society within the Timeframe (the “Proposal”). A Society will be reconstituted by the Council on a resolution passed by a simple majority at a duly called meeting of the Constituency with a quorum of at least 10% or 200 people, whichever is fewer. The Council shall not unreasonably withhold its approval if a Proposal is submitted in accordance with this section to reconstitute a Constituency Society.

g. Release of Seized Assets - New Society: (a “New Society is created” or “New Society”). If a New Society is created with approval from the Council, then the president of the New Society shall provide notice to the Federation’s Board of Directors requesting for the Seized Assets to be released from the Trust and transferred to the New Society. If the Federation’s Board of Directors receives such notice, then it shall direct the President to release the Seized Assets into the possession of the New Society within thirty (30) days.

h. Release of Seized Assets - no New Society: If New Society is not created within the Timeframe, then the Federation’s Board of Directors may release the Seized Assets from the Trust to the Council to be used in support of activities, advocacy
or other initiatives for which the relevant collapsed Society would have used the Seized Assets for the benefit of students of the constituency with direction from the following parties:

i. Dean of the program or faculty of the collapsed Society; and

ii. Council, at the request or direction of the applicable constituency caucus.

3.0 AUTHORITY OF THE FEDERATION

3.1 Withholding of Fees:

a. Withholding Fees: The President may withhold any and all Fees from a Society (including any portion of the Fee) in accordance with the terms of this Memorandum. The Fees may be withheld if there is a two-thirds (2/3) vote of the Federation’s Board of Directors in favour of the withholding the Society’s Fees (the “Resolution”) at a duly called meeting of the Federation’s Board of Directors for which the vote is on the agenda (“Voting BOD Meeting”).

b. Notice: If the President is seeking a Resolution at a Voting BOD Meeting, then the respective Society’s president, or a designate determined in accordance with that Society’s Rules, shall be provided with at least seven (7) days’ notice and an invitation to attend and submit for consideration any documentation or information for consideration at the Voting BOD Meeting.

c. Review: If a Resolution is passed at a Voting BOD Meeting and the Society’s Fees are withheld, then the Federation's Board of Directors shall review its decision at each subsequent regular meeting of the Federation’s Board of Directors until the Federation has stopped withholding the Society’s relevant Fees.

d. Wages: Even if a Society’s Fees are withheld in accordance with this section, the Federation shall use the withheld Society’s Fees to continue to pay the wages of any staff employed by the Society.

e. Wages: If a Society’s Fees are withheld for more than one (1) Academic Term, then the Federation’s Board of Directors shall approve the relevant wage payments for the Society’s staff every term for all subsequent terms the Fee is withheld.

3.2 Society Events and Services:

a. Liability:

i. Insurance: Recognizing the necessity of protecting individual officers of the individual Societies and the Societies themselves, the Federation shall take active steps to secure insurance coverage under its insurance policy for all activities of its Societies to the extent that coverage is available at a reasonable cost.

ii. Repayment: If the Federation incurs a debt or obligation as a result of a Society activity, then the Society shall make an agreement to repay the full amount within a timeline approved by the Federation’s Board of Directors.
b. Events:
   
i. **Form:** No Society can host or be affiliated in any way with an Event unless it has submitted the appropriate approval form to the Federation (the “Form”) and been approved to host or become affiliated with the Event.

ii. **Event Notice:** Societies shall submit the Form to the Federation at least fourteen (14) days before the Event. A Society which submits its Form for an Event that is less than fourteen (14) days before the Event shall waive the right to appeal as set out in section 3.2(b)(vi).

iii. **Decision:** The Federation shall respond to the Form with its decision within seven (7) days after the date that the Form is submitted (the “Decision”).

iv. **Compliance:** The Federation shall not approve an Event if, in its sole and unfettered determination, the Event violates Federal, Provincial or Municipal laws, or the Documents, UW Laws, policies, procedures, by-laws, or other rules of the University of Waterloo or the Federation.

v. **Rules:** The Federation shall distribute or at least make available all of its Event booking rules and procedures to each of the Societies at the beginning of each Academic Term (the “Rules”). The Society must comply with all of the Rules. It is each Society’s responsibility to ensure that it is complying with the Rules and to seek clarity where necessary. If the Society does not comply with the Rules, then the Federation shall not approve the Event following the submission of the Form.

vi. **Appeal:** If the Federation does not approve a Form for an Event in accordance with this section 3.2(b), then the relevant Society may appeal the Federation’s decision by submitting a memorandum to the President within three (3) days of the Federation providing its Decision (“Appeal Submission”). The day on which the Decision is sent from the Federation to the Society shall count as the first day of the appeal timeline. The President shall respond within four (4) days following the date on which they receive the Appeal Submission.

vii. **Changes:** A Society shall immediately notify the Federation of any changes to an Event that has already been approved and shall do so at least twenty-four (24) hours before the Event is scheduled to start.

viii. **Warning:** If a Society runs, hosts or is otherwise affiliated with an Event that has not been approved by the Federation, then the Federation shall issue a written warning to the Society (a “Warning”).

ix. **Penalty:** If a Society receives a Warning and fails to comply with it, then such action(s) shall result in the President withholding a portion of the Society’s Fees in an amount determined in the absolute discretion of the Federation’s Board of Directors up to a maximum of thirty percent (30%) for a first non-compliance offence, and up to an entire Academic Term of Fees for subsequent non-compliance offences.
x. List: If any portion of the Society’s Fees is withheld from the Society in accordance with this section 3.2(b) for failure to receive approval for an Event in accordance with the Rules and the provisions in this section 3.2(b), then the Society must submit to the President a detailed list of all subsequently intended events for the remainder of the Academic Term (the “List”). Once in receipt of the List the President shall review it and within seven (7) days provide any of the following responses:

1. A decision approving some or all of the Events proposed on the List for which such approval means that these Events are reinstated;

2. A decision not to allow the Society to host or otherwise become affiliated with any of the Events on the List; and/or

3. A decision that the Society is prohibited from undertaking any Events which are not the List.

xi. Later Penalty: If a decision to withhold a Fee is made later in an Academic Term after all of the Fees for that Academic Term have been transferred to the Society, a portion of the following Academic Term’s Fees, up to a maximum of thirty percent (30%) may be withheld, at the discretion of the Federation’s Board of Directors.

xii. Release of Fees: The Federation shall release all of the withheld Fee by the last day of classes of the relevant Academic Term that follows the Academic Term in which the Fee was withheld, provided the Society complies with the Event approval procedure for an entire Academic Term.

xiii. Notice for Compliance: If the Society has not complied with the Event approval procedure for an entire Academic Term, then President shall send a written notice to the Society outlining the steps that it must take to comply with the Rules by the first Monday of the last month of classes of the relevant Academic Term.

3.3 Society Responsibilities and Powers:

a. No Authority: The Societies have no power or authority to, and shall not, on behalf of the Federation enter into any obligations, commitments, contracts, agreements or incur any expenses or liabilities of any kind whatsoever, except as expressly set out in this Memorandum or with the Federation’s prior written consent. The Societies shall not make any representations to any person that are inconsistent with this prohibition.

b. Compliance: Every Society must abide by the UW Laws.

c. Warning: If any Society violates any UW Laws, then the President may issue a written warning to the Society for a first offence.

d. Penalty: If any Society violates any UW Laws more than once, then the Board of Directors shall be made aware, and at its discretion, the President shall notify the Dean. The Federation’s Board of Directors, acting in consultation with the Dean
for the respective Constituency, shall determine what penalty is appropriate in circumstances involving multiple violations of UW Laws.

e. Illegal Act: If any Society Executive is found to be committing or have committed any illegal act regarding the Society, then the Fees to the Society may be withheld and/or other corrective actions may be taken at the discretion of the President, until the matter is resolved and/or the Society Executive is removed from their position(s). If the Fees are withheld or other corrective actions are taken, then the President must bring their decision to the attention of the Board of Directors. The Society Executive may appeal the President’s decision to the Board of Directors.

f. Inspections: Each Society shall cooperate in all respects to make their spaces available and accessible for any request for inspections at any time by the University or the Federation for reasons required by law or the UW Laws. Such inspections may relate to, among other things, ensuring that health and safety standards are maintained to benefit the Society’s Constituency and others.

g. Employment of Full-time Staff: Subject to applicable agreements between the Federation and the University pertaining to employment, a Society may employ one or more full-time staff for those purposes as may be determined by the Society, acting in consultation with the Federation, subject to the following:

i. The Society president or a designate determined in accordance with that Society’s Rules, in conjunction with the Federation, shall determine responsibility for oversight of full-time staff employed by the Society.

ii. All full-time staff employed by Societies shall be considered Federation employees and noted in the Federation’s organizational chart.

iii. The Federation shall maintain sufficient reserves to temporarily provide for staffing costs for the Societies, including wages, benefits and potential severance amounts, as from time to time may be required.

iv. Appraisal of full-time staff shall involve both the Society and the Federation, and other individuals as may be agreed to by the Society and the Federation.

v. The Society must have sufficient revenues to support full-time employee(s).

vi. The Society shall comply with UW Laws and all relevant agreements, between Federation and the University of Waterloo relating to the employment of staff. The Federation shall ensure that accurate and complete personnel records are maintained for each Society that employs full-time staff.

No currently employed staff shall be affected by any change in the provisions of this section 3.3(g), without the affected staff member’s written consent.

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h. **Employment of casual or part-time staff:** Societies may engage casual / part-time staff or volunteers for purposes determined by the Society, subject to the following:

i. The Society president, or a designate determined in accordance with that Society’s Rules, shall determine responsibility for oversight of casual / part-time staff employed by, and volunteers of, the Society.

ii. The Society shall comply with UW Laws and all relevant agreements between the Federation and the University relating to the employment of staff. The Federation shall ensure that accurate and complete personnel records are maintained by each Society that employs casual / part-time staff.

iii. The Society must have sufficient revenues to support casual / part-time employee(s).

i. **Contracts:** As the sole legal representative of undergraduates at the University, the Federation shall not unreasonably withhold permission for Societies to enter into a contract in the name of the Federation, on behalf of and limited to their Constituency, provided that:

i. A contract only binds the respective Constituency, or a portion of it;

ii. A contract that is within the ordinary course of the Society’s regular operations may be executed on behalf of the Society by the Society’s president and another signing officer of the Society as determined by the Society’s Constitution. A contract is deemed to be in the ordinary course of the Society’s regular operations where the financial commitment associated with the contract is within the course of Regular Business and where the Society has sufficient reserves or revenues to support.

iii. The execution of contracts beyond Regular Business shall be reviewed within thirty (30) business days of receipt by the Federation’s Signing Officers (on behalf of the Board of Directors), who shall not unreasonably withhold approval. The President shall co-sign all such contracts on behalf of the Federation with the Society, as required by the Documents.

iv. The Federation may direct, or a Society may request, that a contract, or other legal matter, be reviewed by the Federation’s lawyer without cost to the Society, up to a legal fee amount of $1,500.00 plus HST per Academic Term. The Society may be asked to contribute to the cost of the legal service for that portion exceeding $1,500 plus HST.

v. Any notice under this provision shall be provided in writing and electronically to the following:

President,
Federation of Students
Student Life Centre
200 University Ave. W.
Waterloo, ON, N2L 3G1

44730132.1
3.4 Ethical Business Conduct:
   a. **Good Faith:** The Parties shall carry on business in connection with this Memorandum in good faith and in a way that shall not harm, injure, diminish or detrimentally affect the name, reputation or goodwill of the other Party.

3.5 External Relationships:
   a. **Sole Representative:** The Federation is the sole legal representative for the entire undergraduate student body of the University. No Societies shall represent or claim to represent any University undergraduate students’ interests of the entire undergraduate student body unless the Federation consents in writing to that Society doing so.
   
   b. **Society Representation:** The approval outlined above in section 3.5(a) does not preclude Societies from representing the interests of their specific constituents on University-wide bodies, but only where the representation is to be on behalf of undergraduate students at large of the University.
   
   c. **Society Representation:** Each Society is responsible for representing solely their Constituency of undergraduate students.
   
   d. **Consultation:** In cases where the Federation has to speak on behalf of a Society’s Constituency, the Federation shall make every effort to consult with the Society before doing so. In cases where consultation is not possible, the Federation shall notify the Society immediately after making the statement.
   
   e. **Notice for Approval:** Approvals, as outlined in this section 3.5, may be withdrawn at any time, provided notice is given thirty (30) days in advance or as soon as is reasonably practical in the circumstances.

3.6 Memorandum Review and Awareness:
   a. **Review:** The President shall ensure that this Memorandum is brought forward to the Committee for review at least once every three (3) calendar years from the Effective Date.
b. **Awareness:** The Federation’s Executive and outgoing Society Executives shall proactively ensure that incoming Society Executives and Federation Executives are aware of the existence of this Memorandum.

c. **Amendments:** Any amendments to this Memorandum shall require unanimous approval of all members of the Committee. Members must be given at least five (5) days’ notice of a proposed amendment. Any amendments to this Memorandum shall be subject to approval by the Board of Directors, which shall not be unreasonably withheld.

d. **Notice of Amendment:** The President shall notify all members of the Committee within five (5) days, if any member proposes an amendment to this Memorandum.

e. **Mandatory Amendments:** The Societies acknowledge that the Federation is a provincially regulated corporation. In the event that regulatory authorities, including the Canada Revenue Agency, require that the Federation make changes to the terms of this Memorandum in order to comply with legislation, regulations, guidelines or legal changes affecting the Federation, the Societies agrees that they shall cooperate fully with the Federation to make such changes to the terms of this Memorandum. The Federation agrees that it shall notify the Societies of any such changes of which it becomes aware.

f. **Amending Schedule “A”:** Schedule “A” may be amended by three-fifths (3/5) approval of the Committee. Any amendments shall be subject to approval by the Board of Directors, which shall not be unreasonably withheld.

### 3.7 Termination and Breach

a. **Resolution:** This Memorandum may be terminated by resolution of the Board of Directors, only at the unanimous recommendation of the Committee, subject to ratification from the Council. In such instance, UW Laws shall continue to apply.

b. **Breach by Federation:** If the Federation is found or reasonably believed to be in breach of any responsibility outlined in this Memorandum, a member of the Committee may attempt to resolve the breach by following the steps in the order set out below:

i. Address the breach directly with the President or, with the approval of the President, address the breach with the supervisor of a staff member accused of a breach.

ii. Allege a breach to the Chair of the Board of Directors (the “Chair”). The Board of Directors may then take steps, which may include but are not limited to tasking the President to ensure the breach is resolved.

iii. Allege a breach to the Council, which may direct the Board of Directors to investigate the breach and ensure the breach is resolved if there is sufficient evidence to suggest a breach has occurred.
c. Breach by Society: If a Society is found to be in breach of any responsibilities outlined in this Memorandum, the President will outline the breach and review the breach with the respective Society president. The President shall seek appropriate advice in order to determine a reasonable course of action. Penalties to Societies found to be in breach of the responsibilities include those previously outlined in this Memorandum.

d. Notice of Breach: The President and Chair of the Board of Directors must be made aware of any and all alleged breaches by the Federation and a Society.

This Memorandum shall be a Policy of the Federation upon resolution to adopt it.
SCHEDULE “A”

INTERPRETATION

1.0 General Use

1.1 This document is intended to be read in conjunction with the Memorandum of Understanding (the “Memorandum”). This document is a guiding tool for the interpretation of the provisions in the Memorandum.

1.2 All capitalized words and phrases in the Memorandum are defined in this document or in the text of the Memorandum. Words in the Memorandum that are not capitalized or capitalized for grammar purposes shall be interpreted in their plain English meaning.

2.0 Parties

2.1 The Federation of Students (the “Federation”): The sole legal representative of undergraduates of the University of Waterloo that is governed by the Federation’s Students’ Council (the “Council”).

2.2 Undergraduate Student Societies (the “Societies” or “Constituency Societies”): The Societies, which are recognized by the Council, operate under the Federation and have financial autonomy, are capable of sponsoring activities for the benefit of their particular Constituencies and are responsible to their Constituencies. Currently the following Societies exist at the University of Waterloo:

   a. Applied Health Sciences Undergraduate Members;
   b. Arts Student Union;
   c. Environment Students Society;
   d. Mathematics Society;
   e. Waterloo Engineering Society:
      i. Engineering Society A;
      ii. Engineering Society B;
   f. Science Society;
   g. Waterloo Architecture Students’ Association;
   h. Society of Pharmacy Students;
   i. University of Waterloo Optometry Students’ Society; and

3.0 Definitions

3.1 “Academic Term” is a four (4) month period as defined in the Academic Calendar of the University, during which a Society is or is expected to be active;
3.2 "Board of Directors" means the Federation’s Board of Directors;

3.3 "Committee" means the Committee of Presidents, which is the formally constituted committee in the Council’s procedures. Members of the Committee must be active undergraduate students of the University of Waterloo enrolled in the faculty or school of their respective Constituency.

3.4 "Constituency" or "Constituencies" are defined in the Federation’s by-laws as the faculties, schools, campuses or other unique collections of students who are recognized by the Council to solely represent the interests of the relevant students in that faculty, school or campus at the University;

3.5 "Constitution" refers to the governance documents, if any, of a respective Society;

3.6 "Council" is the Federation’s Students’ Council;

3.7 "days" whenever the expression day or days or weeks is used, Saturdays, Sundays, and Statutory Holidays are excluded;

3.8 "Dean" is the dean or director of a faculty, school or campus at the University, or a delegate;

3.9 "Documents" are the documents by which the Federation, the Societies and the Committee shall be governed and operate in accordance, consisting of all of the governing documents of the Federation including the Federation’s incorporation documents, by-laws, policies and procedures, as well as the terms of the Memorandum;

3.10 "Event" means a planned activity, which may occur one or more times, by a Society for the purposes laid out in the Documents or the constating documents of the applicable Society for academic or social purposes, or for the general well-being and furtherance of the interests of students in the applicable Constituency;

3.11 "Federation’s Executive" is a plural term referring to the President and Vice Presidents of the Federation;

3.12 "Fee" or "Fees" is the fee that each respective Society has set for members of its Constituency to pay as part of their student fees to the Federation, and which is disbursed by the Federation to that Constituency’s Society;

3.13 "GAAP" refers to the current accounting principles recommended by the Canadian Institute of Chartered Accountants in the "CICA Handbook", or in the event that the matter is not covered in the CICA Handbook, principles having general acceptance among accounting professionals at the particular time;

3.14 "President" is the Federation’s President, an appropriately selected Vice President of the Federation or a delegate selected in accordance with the Documents;

3.15 "Regular Business" means a Society’s operations, provided the financial commitment is less than or equal to $5,000.00 and for a duration equal to or less than one (1) year, or as otherwise defined by the Board of Directors;

3.16 "Signing Officer" means the Federation’s signing officers who are otherwise prescribed in accordance with the Documents;
3.17  “Society Executive” is a plural term referring to the entire executive of the Society; a “Executive Society Member” is one such member;

3.18  “Societies’ Rules” are the rules which the respective Societies follow pursuant to their own policies, procedures, Constitutions or other governance documents;

3.19  “UW Laws” are any and all policies, procedures, by-laws and rules of the University of Waterloo and any and all policies, procedures, by-laws and rules of the Federation.

4.0  GENERAL TERMS

4.1  Term. The Memorandum shall become effective on the date stated in the Memorandum.

4.2  Conflicts. If any conflict arises between the Federation’s Documents and the Memorandum, then the terms of the Documents shall prevail.

4.3  Waiver. If the Federation does not enforce any term or provision of the Memorandum at any given time, such action(s) shall not be interpreted to constitute future waiver of the term or provision.

4.4  Entire Agreement. The Memorandum and Schedule “A” constitute the entire agreement between the Parties about the topics covered. They supersede all prior or contemporaneous understanding or agreement between the Parties.

4.5  Use of Number, Gender or Person. The use of a singular number shall include the plural and vice versa. The use of gender shall include the masculine, feminine and neuter genders. The word “person” shall include an individual, a trust, a partnership, a corporation, an association or other organization or entity as the context requires.

4.6  Headings. Headings are used for convenience and shall not be used for interpretation of the documents.

4.7  Default of mutual consent. The Parties agree that any changes to this Schedule “A” require written and explicit consent from all Parties in order to be accepted, unless otherwise expressly noted in the Memorandum.

4.8  Employment agreements. The Societies shall abide by all terms of applicable agreements between the Federation and the University of Waterloo pertaining to employment and shall not cause the Federation to be in default or breach of such agreements. It is understood that the Federation is the employer of record, or otherwise delegates such status to the University of Waterloo as set out in the aforementioned agreements, for all personnel of the Societies. In this regard, the Federation and the respective Society shall act as joint employers.

4.9  Insurance. The Federation shall arrange for coverage for all Society activities under its liability insurance policy to the extent that such coverage is available at a reasonable cost.

4.10  Not-for-profit guidelines. The Societies agree to abide by the Canada Revenue Agency’s guidelines relating to “Non-Profit Organizations”, and any and all recommendations or advice provided by the appointed auditors of the Federation or the Federation’s lawyer which the Board of Directors may, from time to time, accept.
ENGAGEMENT, TERMINATION AND EVALUATION OF FULL-TIME PERSONNEL

1. The Personnel Committee shall be composed of:
   i. President;
   ii. Vice President, Operations and Finance;
   iii. General Manager; and
   iv. Any individual as deemed appropriate by the voting members of the Personnel Committee who shall serve as a non-voting resource member.

2. The Personnel Committee shall normally follow the recommendations, guidelines, and policies of the University of Waterloo and its Human Resources Department. Deviations from said policy will only occur under exceptional circumstances, must be approved by unanimous consent of the Personnel Committee, and shall be brought to the attention of the Board of Directors.

3. In the absence of unanimous consent amongst the voting members of the Personnel Committee on all decisions made by the Committee, a formal vote will be used as the method of resolution. Any member of the Personnel Committee can appeal any decision to the Board of Directors, which will make a final decision on the matter.

4. This procedure relates to non-Executive full-time employees of the Federation of Students. Personnel duties related to the Executive Officers will be performed by the voting members of the Board of Directors.

5. The following full-time personnel shall be managed in accordance with the guidelines and policies set forth by the Bar Directorate:
   i. Bombshelter Manager; and
   ii. Bombshelter Assistant Manager.

A) Engagement, Modification of Duties, and Renewal of Full-Time Personnel

1. New job descriptions must be recommended approved by the Personnel Committee and subsequently approved by the Board of Directors.

2. The Personnel Committee shall be responsible for:
   i. Reviewing all applications;
   ii. Interviewing, or otherwise selecting an appropriate panel to interview, all applicants deemed appropriate;
   iii. Determining the length of an employee’s contract;
   iv. Determining the compensation, which at minimum will be in compliance with the assigned University of Waterloo USG salary range; and
   v. Extending an offer to the selected candidate.
3. Renewal of contracts, and determinations of accompanying modifications to job duties, contract length, and compensation, will be performed by the Personnel Committee. Substantive modifications to the job duties of the General Manager shall be presented to the Board of Directors for approval.

B) Discipline and Termination of Full-Time Personnel

1. In accordance with the University of Waterloo’s policies and procedures, the applicable manager shall undertake performance management and / or progressive discipline of their staff, with oversight by the Personnel Committee. The Personnel Committee shall ultimately be responsible for the discipline of full-time personnel.

2. In cases where progressive disciplinary efforts have failed or where progressive discipline does not apply, the Personnel Committee shall have the power to terminate full-time personnel within the procedures outlined by the University of Waterloo’s Human Resources department.

3. The Board of Directors will be notified of the termination of all any full-time personnel.

C) Evaluation and Regulation of Bonuses of Personnel

1. Annual evaluation of personnel will be done in accordance with the University of Waterloo Human Resources department’s performance appraisal guidelines. The evaluation will be completed by the employee’s direct supervisor in conjunction with the Personnel Committee. All of the evaluations, and the accompanying compensation adjustments, will be approved by a resolution motion of the Personnel Committee. A summary report shall be provided to the Board of Directors containing the following information:

   a. The resolution of the Personnel Committee;
   b. Summary statistical analysis of the distribution of appraisal ratings;
   c. Changes in the distribution of appraisal ratings since the prior fiscal year;
   d. Total of compensation adjustments made from the appraisal process; and
   e. The cumulative total of staff undergoing Performance Management at the Progressive Disciplinary stages relative to the prior years, as defined in the University of Waterloo’s policies and procedures.

2. The Personnel Committee shall determine the distribution of holiday bonuses to the full-time personnel, subject to the following provisions:

   a. The Executive are not eligible to receive a holiday bonus;
   b. In consultation with the General Manager, the applicable manager shall complete a performance evaluation rubric for each full-time employee, which will be used by the President and Vice President, Operations & Finance to determine the sum of the bonus; and
   c. All holiday bonuses will be distributed prior to the Winter Break.

The distribution of holiday bonuses to the full-time personnel, excluding the Executives, will be decided by the Personnel Committee, with the exception of the General Manager which will be decided by the President and Vice President, Operations & Finance. The General Manager shall complete a performance evaluation rubric for each full-time employee, which will be used by the President and Vice President, Operations & Finance to determine the sum of the bonus. These non-cash bonuses will be distributed prior to the Winter break.
3. The Personnel Committee, in consultation with the staff member’s direct supervisor, is responsible for discipline of full-time personnel in agreement with University of Waterloo policy.

D) Organizational Structure

1. The Organizational Structure of the Federation of Students, and any amendments thereto, shall be prepared by the Personnel Committee and presented to the Board of Directors for approval.

2. Following approval by the Board of Directors, the Personnel Committee shall work with University of Waterloo’s Human Resources department to implement the approved organizational structure, including seeking approvals to any modifications where required by the policies or procedures of the University of Waterloo.