

MEMORANDUM OF UNDERSTANDING
dated the 24 day of August 2020 (the “Effective Date”)

BETWEEN

The University of Western Ontario
and
Brescia University College
and
Huron University College
and
King's University College
and

The University Students' Council of the University of Western Ontario (USC), Society of Graduate Students, University of Western Ontario (SOGS), the Ivey MBA Association (MBAA), the Brescia University College Students' Council, Huron University College Students' Council and the King's University College Students' Council.

regarding the

OFFICE OF THE OMBUDSPERSON

WHEREAS:

- (A) Western and the affiliated university colleges are committed to the just and fair treatment of students. In keeping with this commitment, the University joined with the students in 1987 to equally fund the Office of the Ombudsperson. Since 1987, graduate, undergraduate and affiliate students have contributed fifty percent of the operating costs of the Office, with the University contributing the other fifty percent.
- (B) As a founding member of the Association of Canadian College and University Ombudspersons (ACCUO), the Office of the Ombudsperson operates in accordance with the ACCUO Standards of Practice. Specifically, the Office functions independently from the institution and from student associations, allowing Office staff to act impartially; and receives and handles complaints and inquiries in a confidential manner.
- (C) The relationship between the parties was the subject of a Memorandum of Agreement, dated July 2009 (“the Old MoA”). The Parties intend that this Memorandum of Understanding (“MOU”) supersedes the Old MoA (and for the avoidance of any doubt, any prior Memorandums signed by any of the Parties regarding the Office of the Ombudsperson) and that this MOU sets out the responsibilities of each of the parties for the duration of this MOU.

(D) Nothing in this MOU is intended to be legally binding or shall be construed as creating any legally enforceable rights or obligations between the parties with the exception only of the provisions in clauses II.1.c, II.1d, II. 2,II.4, and II.8 and Articles IV and V which are legally binding. This MOU is therefore a statement of intent which sets forth the general basis upon which the parties wish to proceed; no contract will arise as to the subject matter hereof (notwithstanding the seven legally binding clauses referred to above) unless and until an agreement is negotiated, approved, executed and delivered by the parties.

I. Purpose of Agreement and Definitions

1. The purpose of this MOU is to set forth the conditions for the operation of the Office of the Ombudsperson.
2. By signing this MOU, the signatories agree to:
 - (a) direct their officers, agents, employees, councils and committees to respect its terms and to cooperate fully with the Ombudsperson when requested; and
 - (b) to name representatives to the Advisory Committee for the Office of the Ombudsperson, as outlined in Article III.
3. The parties to this MOU agree to fund the Office of the Ombudsperson in accordance with Article IV of this MOU.
4. In this MOU:
 - (a) "University" means The University of Western Ontario, but does not include any college affiliated with the University.
 - (b) "Affiliated Colleges" means a university college that is affiliated with the University during the currency of this Agreement, specifically, Brescia University College, Huron University College and King's University College.
 - (c) "Funding Partners" means those groups that provide financial support for the Office of the Ombudsperson, namely the University, the Affiliate Colleges, USC, SOGS, MBAA, and the Affiliated Student Councils.
 - (d) "Affiliated Student Councils" means the student organizations of the Affiliate University Colleges, namely Brescia University College, Huron University College and King's University College.
 - (e) "Ombudsperson" refers to both the person designated by the University of Western Ontario, and includes such other staff who may be authorized from time to time to carry out certain functions of the office of the Ombudsperson;

II. Office of the Ombudsperson

1. Functions: The Office of the Ombudsperson shall function independently of all

decision-making structures of the University, the USC, SOGS, MBAA and the other signatories to this MOU. Its functions shall be:

- (a) To carry out impartial investigations of complaints or grievances about any aspect of university life at the request of any student, or upon the Ombudsperson's own motion. Before undertaking an investigation, the Ombudsperson will ensure that other avenues have been exhausted. The office may offer mediative and advisory support at any stage to assist a person to resolve a problem by themselves and to avoid more formal procedures (such as appeals to the Senate Review Board Academic or University Disciplinary Appeals Committee);
- (b) To serve as a general information centre for students and other members of the university community about university resources, procedures, policies, practices and rules. The office will advise students of their rights and responsibilities in university situations. The Ombudsperson is expected to search actively for the answers to any pertinent questions;
- (c) To make recommendations to those in authority with a view to remedying unfairness in the situation of an individual student, as appropriate, and;
- (d) To recommend to those in authority changes in rules or procedures which would have the effect of making the University, USC, SOGS, MBAA or any other signatory fairer in its operations.

Informality is the prevailing atmosphere in dealing with the Office of the Ombudsperson, with only minimal notes kept and shuttle diplomacy being the preferred method of settling concerns. Wherever possible, Ombudsperson staff guide students through managing a situation on their own.

2. Confidentiality: The Office of the Ombudsperson will respect the right of every member of the university community to have information kept confidential. Confidentiality will be respected even though acceding to such a request may prevent resolution of a problem. The Ombudsperson may disclose information where, in the opinion of the Ombudsperson, there is an imminent risk of serious harm and/or as may be required by law .
3. Special Concerns: It shall be the special concern of the Ombudsperson that decisions about individual students are made fairly. Among other things, that means:
 - (a) with reasonable promptness;
 - (b) in accordance with applicable policies and procedures;
 - (c) taking account of all relevant information;
 - (d) in accordance with the principles of procedural fairness.

The Ombudsperson shall also be concerned that procedures and criteria used in making decisions are well defined, and clearly communicated to those affected.

4. Access to Files and Persons: The Ombudsperson shall have access to relevant files and persons in order to gather information needed in fulfilling the functions of the office as it relates to an individual case. Requests by the Ombudsperson for information should be handled in a mutually convenient and expeditious manner by all members of the campus community.
5. Avoiding Conflicts of Interest: The Ombudsperson will avoid actual and perceived conflicts of interest and refrain from activity that could compromise the independence of the office. Specifically, the Ombudsperson shall not:
 - (a) Be a voting member of any committee, hiring board or council of the University, the USC, SOGS, MBAA or any other signatory but may be a non-voting member;
 - (b) Make university, USC, SOGS, MBAA or other policy or replace established legislative or judicial procedures, although any or all of these may be investigated or questioned and recommendations may be made for their improvement; and/or
 - (c) Exercise a judicial function, or make binding decisions in any case.
6. Operations:
 - (a) The Ombudsperson, in consultation with the Advisory Committee, shall establish consistent policies and practices for the office. These will be posted on the office website or made available upon request.
 - (b) The office will normally function on a first come, first served basis, though the Ombudsperson shall have discretion to make exceptions.
 - (c) Informality and openness will characterize the procedures of the office.
 - (d) Cases will be handled promptly.
7. Investigations:
 - (a) An investigation by the Ombudsperson will be undertaken at the Ombudsperson's discretion. Normally, the Ombudsperson will investigate only if
 - i. the person or persons affected agree the matter should be investigated;
 - ii. the matter is related to the University;

- iii. other avenues or means to address the concern are exhausted, unavailable or for good reason unacceptable; and
 - iv. the party raising the concern is a student of the University or of one of its Affiliated Colleges; or, whenever, the party is not currently a student, in the event the signatory parties to this MOU agree that the Ombudsperson should investigate.
- (b) An investigation by the Ombudsperson normally culminates in a written, confidential report. A draft report will be provided to each party for comment. A final report will typically contain:
 - i. a summary or description of the information gathered in the course of the investigation;
 - ii. an analysis of the information, and its significance and relevance to the claims of the parties; and
 - iii. the Ombudsperson's reasoned conclusions and recommendations.
- (c) The report will not disclose any information without the agreement of the party providing it. If a party is unwilling to have key information included in the report or shared with other parties, the Ombudsperson has the option of terminating the investigation without making any findings or recommendations.
- (d) Any member of the University community to whom a recommendation is addressed by the Ombudsperson shall make a reasoned, timely response.
- (e) If, in the opinion of the Ombudsperson, the response is unsatisfactory, or if a timely response is not forthcoming, the Ombudsperson may, at their discretion, take the matter to the next level.
- (f) The Ombudsperson may refuse to investigate a complaint which appears frivolous, vexatious or untimely, or would otherwise be an abuse of the Ombudsperson's function. A letter explaining the refusal will be provided to the complainant upon request.

8. Record Keeping

- (a) The Ombudsperson shall maintain suitable records of inquiries and cases. The files of the office shall be for the exclusive use of the Ombudsperson and shall not be released to anyone else for any purpose save where required by law. However, the Ombudsperson may quote from the record in reports or correspondence.
- (b) It follows that the Office of the Ombudsperson is not an office of record; advising the Office of the Ombudsperson of a situation is not a substitute for advising the appropriate authority.

9. Annual Report: The Ombudsperson shall make an annual report to the campus community. For reporting purposes, the year begins August 1 and ends July 31. The annual report will normally be published by January 1 of the following year. The annual report will provide a statistical summary of the caseload and a summary account of cases. A draft report shall be sent to the signatories to this MOU by November 1st each year to afford the signatories an opportunity to respond to the report (if applicable).
10. Additional Tasks: The Office of the Ombudsperson may assume additional tasks from time to time. Such tasks should serve the campus community in a way that is reasonably consistent with the basic mandate. One such task is performing educational outreach on topics relevant to the university community. Another is reviewing draft policies and procedures upon the request of any unit, particularly policies that govern in some way the lives of Western or Affiliated University College students.

III. The Advisory Committee for the Office of the Ombudsperson

1. Mandate: The Advisory Committee has three main functions:
 - (a) To be a sounding board and advisor to the Ombudsperson in regard to such matters as the Annual Report, its distribution, the promotion of the office, hiring and firing of the Associate Ombudsperson or other staff, additional duties, professional development plans, and so on;
 - (b) To receive and respond to comments or complaints about the Ombudsperson's Office; and to conduct regular service reviews of the office to ensure it continues to meet the needs of the community; and
 - (c) To advise the Funding Partners on budget and employment matters relating to the office.
2. Composition of the Advisory Committee:
 - (a) The Committee shall be composed of the following members:
 - i. One student appointed by the President of the USC;
 - ii. One Affiliated College student elected or appointed by the related Affiliate Student Council, as more specifically set out in subparagraph 2(d);
 - iii. One student appointed by SOGS;
 - iv. One student appointed by the MBAA;
 - v. One member of the faculty or staff appointed by the President of the University;
 - vi. One member of the faculty or staff appointed by the University's Senate

(note: this person must not be a student); and

vii. One member of the faculty or staff appointed by and from the Affiliated Colleges.

- (b) The terms of student association appointees shall be for one year commencing on the first day of May, and may be renewable at the sole discretion of the USC, the Affiliated Student Council, SOGS or the MBAA, where appropriate.
- (c) The terms for University appointees and Affiliated Colleges appointees shall be for two years commencing on the first day of May, and may be renewable by the President, the Senate and the Affiliated Colleges respectively.
- (d) Affiliated College and Affiliate Student Council appointees will rotate among the Affiliated Colleges and Affiliated Student Councils respectively. In the year before a new faculty or student appointment is to be made, the Office of the Ombudsperson will contact the Principal of the appropriate Affiliated College, and the President of the appropriate Affiliated Student Council, to prompt the selection processes. The Affiliated College and Affiliated Student Council appointees shall come from different Affiliates in any given year, so that two of the three Affiliates are always represented.
- (e) No member of the Advisory Committee may appoint or send a designate or proxy to act or vote on his/her behalf.
- (f) There shall be two non-voting members of the Advisory Committee, being the Ombudsperson and the Associate Ombudsperson.

3. Procedures:

- (a) Conflict of interest: Any member of the Advisory Committee who has a conflict of interest with regard to any matter on the agenda shall declare the conflict and refrain from comment or vote on that matter. The Committee may request any member to withdraw at any time to avoid a conflict of interest.
- (b) Chair: At the first meeting in September, the Advisory Committee shall select a chair from among the voting members.
- (c) Quorum: A quorum shall be the chair and three voting members, at least one of whom must be a student and one a non-student.
- (d) Motions: In the case of a tie, a motion before the committee shall fail.

IV. Funding for the Ombudsperson's Office

1. In order to safeguard the independence of the office, the costs of the office shall be borne by the Funding Partners. Specifically, the University and Affiliated Colleges will contribute fifty percent of the office’s operating budget. The remaining fifty percent will be funded by the USC, SOGS, MBAA, and the Affiliated Student Councils.
2. In order to assist the Funding Partners, the Advisory Committee will:
 - (a) Review the office budget proposals and make recommendations on the budget to the Funding Partners prior to the commencement of the fiscal year and early enough to account for the fee collection cycle. Under no circumstances shall the operating budget be exceeded without the express written permission of the Funding Partners; and
 - (b) Make recommendations to the University on staffing and any other employment-related matters.

V. Term of MOU, Amendments, Termination and Renewal

1. The term of this MOU shall be five years from the Effective Date.
2. Amendments may be proposed by any signatory at any time but shall require the approval of all Funding Partners.
3. This MOU may be terminated by mutual consent of all parties or by any one or more signatories on six (6) months' written notice.
4. Eight (8) months prior to the expiration of this MOU, the parties shall review the terms of this MOU and enter into discussions concerning its renewal.

VI. Signature

[Signed by:]

Dr Alan Shepard

August 26, 2020

President and Vice-Chancellor, University of Western Ontario

Date

Matt Reesor

December 15,
2020

President, University Students' Council

Date

kirstyn seanor	October 6, 2020
President, Society of Graduate Students	Date
Mr Terry Lee	September 24, 2020
President, MBA Association	Date
Dr John Mitchell	August 28, 2020
Principal, Brescia University College	Date
Ms Emily Petch	September 14, 2020
President, Brescia University College Students' Council	Date
Dr David Malloy	September 2020
Principal, King's University College	Date
Mr Ben Kitching	September 4, 2020
President, King's University College Students' Council	Date
Dr Barry Craig	February 20, 2021
Principal, Huron University College	Date
Ms Ziyana Kotadia	September 5,

2020

President, Huron University College Students' Council

Date