

## **Affiliation Agreement**

**Between**

**The University of Western Ontario**

**and**

**Brescia University College, Huron University College, and King's University College**

**May, 2019**

### **PREAMBLE**

The purpose of this Affiliation Agreement is to establish a framework for the continuation of the affiliation between the University of Western Ontario (the "University") and its three Affiliated University Colleges, Brescia University College, Huron University College and King's University College (collectively, the "Affiliated University Colleges"). Each of the Affiliated University Colleges creates a distinctive small university community, while contributing to the large, world-class university experience.

The parties to this Affiliation Agreement share the common mission of creating, preserving and transmitting knowledge and thereby contributing to the cultural, social and economic well-being of the people of Ontario, Canada and the world. The parties further remain committed to academic excellence and quality that is the Western brand, in the academic programs offered by the four institutions and in the students who are admitted to and complete those programs. The parties are equally committed to providing the best possible student experience.

This agreement takes into account the historic evolution of its four party institutions and the achievements to which affiliation has contributed since 1878 (Huron), 1919 (Brescia), and 1954 (King's). It promotes both the autonomy as well as the complementary relationship of these four institutions and ensures the continuation of good relations among them. This agreement recognizes the optimal outcomes to be achieved for its four parties, both individually and collectively, through collaboration wherever possible, but particularly in respect of academic offerings and the recruitment of students.

The Affiliation Agreement respects the character of each institution, which remains independent and autonomous, each having exclusive jurisdiction over its own board governance and administration, including the hiring of personnel, finances and the general structure and regulations necessary to the proper functioning and outreach of each institution. This agreement concerns the offering of academic programs, the admission of students intent on working towards completion of the requirements for the University degree and the standards for such completion.

Most recently, the parties entered into an Affiliation Agreement dated June 10, 2013, which addressed various aspects of the relationship among these parties. The parties now wish to enter into this Affiliation Agreement which will supersede and replace the terms of the 2013 Agreement as of the date written above. In addition, the parties agree that the interpretation and application of this Affiliation Agreement is to be guided by the following principles:

- a. that there be demonstrable mutuality of benefit arising from the affiliation that is recognized and celebrated in institutional strategic plans and in Western's Strategic Mandate Agreement;
- b. that recruitment of domestic and international students be collaborative rather than competitive;
- c. that existing courses and programs offered by each of the parties be offered collaboratively rather than competitively, that new courses and programs offered by any of the parties be complementary rather than duplicative, and that all of the courses and programs offered by the parties reflect a commitment to academic quality and excellence;
- d. that student admission standards reflect a commitment to academic excellence, quality, and student success;
- e. that the parties' affiliation be exclusive such that any other defined types of affiliations or arrangements with other institutions require written permission of Western's Board of Governors;
- f. that the parties' actions protect the Western and Affiliated University Colleges brands; and,
- g. that the educational mission of the Affiliated University Colleges is primarily at the undergraduate level.

This agreement is subject to the following terms:

1. (a) The term "Affiliated University College" shall mean a university college which is affiliated with the University during the currency of this agreement, and shall include for the purposes of this agreement any college, school, or institution of higher learning which is affiliated with such university college with the specific permission of the Board of Governors of the University on the recommendation of the Senate and under terms which are not in conflict with the University of Western Ontario Act, 1982.
  - (b) The term "Senate" shall mean the Senate of the University as defined by the University Act.
2. This agreement has been entered into and shall be construed on the premises:
  - (a) that by its Act the University may confer degrees and award diplomas and certificates in any branch of learning, taught in the University or on its behalf in an Affiliated University College, upon persons who, having complied with the requirements, are admitted to such degrees, diplomas and certificates by the Senate including persons registered in an Affiliated University College;
  - (b) that, whereas the University confers the same academic degree on a student who graduates through an Affiliated University College as it does on a student who graduates through the University, the academic standards of teaching, course content, and examinations for degree programs and courses offered in an Affiliated University College must be at least equal to those of the University; and

- (c) that the University shall have the right to set such academic standards, through such procedures as are approved from time to time by the Senate;
- (d) that Western's Institutional Quality Assurance Process (IQAP) established in compliance with the Quality Assurance Framework (QAF) of the Ontario Universities Council on Quality Assurance makes the Provost of the University responsible and accountable to the Quality Council for the academic quality of all courses and programs offered by the University and the Affiliated University Colleges, and therefore that Western's IQAP applies to the Affiliated University Colleges; and,
- (e) that to reflect the commitment to academic quality and excellence in principle (c) of the Preamble to this Agreement, and to ensure the Provost can meet his or her obligations described in (d) above, the Principal and Academic Dean and/or Provost of each Affiliated University College shall meet with the Provost in the Fall of each year and as necessary to discuss the Affiliated University College's plans and actions in response to the findings of program reviews undertaken under Western's IQAP and other matters related to program aspirations and emerging initiatives.

#### **Entrance and Registration Requirements**

- 3. The Affiliated University College shall be bound to admission requirements as are from time to time established by Senate and shall be entitled to such exceptions and exemptions in matters of admission requirements as may be extended to any University Faculty or School. The proposed Senate-approved minimum admission requirements are shown in Appendix 1. Future admission requirements brought to Senate for approval will reflect commitment (d) of the Preamble and the parties' mutual desire for convergence of entrance requirements, retention rates and degree completion rates at Western and the Affiliated University Colleges. If the Affiliated University College elects to admit Preliminary Year students, such students shall be admitted according to the requirements laid down from time to time by the Senate.
- 4. Determination of basis of admission, grade conversions and authentication of supporting documents must conform to best practices and processes used at the University. Students admitted to and subsequently registered at the University or an Affiliated University College must be recorded in the University registration system. The University Registrar's decision on the validity of all admissions shall be final and binding in accordance with the policies on admissions prescribed from time to time by Senate.
- 5. (a) Students may register in each Affiliated University College only in those programs identified in "*Guidelines Governing the Academic relationship Between the Constituent University and the Affiliated University Colleges*", as it is approved and updated from time to time by the University Senate.

- (b) Students may not register in the Affiliated University College for programs leading to the BSc degree or programs leading to degrees in Business Administration (3rd and 4th year), Communication Sciences & Disorders, Dentistry, Education, Engineering, Law, Medicine, Music, Nursing, Honours Kinesiology - excluding the modules/programs and concurrent programs identified in the document *"Guidelines Governing the Academic relationship Between the Constituent University and the Affiliated University Colleges"*, which may be updated from time to time by the University
  - (c) A student who is not in good standing academically with the University or the Affiliated University College shall not be permitted to register in another Affiliated University College or in the University without the written consent of the University or the Affiliated University College in which the student was registered.
  - (d) Subject to Clause (c), the transfer of a student from one Affiliated University College to another shall be solely a matter between the Affiliated University Colleges concerned, except that records of the transfer shall be forwarded promptly to the Registrar of the University by the Affiliated University College to which the transfer is made.
- 6. All students pursuing graduate degrees must be registered in the School of Graduate and Post-Doctoral Studies of the University and shall be subject to the rules and regulations of that School.
  - 7. In the summer term, in addition to offering courses that are exclusive to students registered at any of the Affiliated University Colleges, the Affiliated University Colleges may also offer courses as outlined in Appendix 2.

#### **Exceptions and Variations**

- 8. All agreements of affiliation entered into after the date of this agreement between the University and any other college in Ontario shall be substantially in the form hereof, subject to the following specific addition to, substitution for, or modification of the provisions hereinbefore set out:
  - (a) i. All students taking the theology program offered by Huron University College leading to the degree Master of Divinity (MDiv) or Master of Theological Studies (MTS) are required to register in Huron University College. All students taking Theology programs offered by St. Peter's Seminary leading to the degree Master of Divinity (MDiv) or Master of Theological Studies (MTS) are required to register in the Seminary.
  - ii. Insofar as Theology programs are concerned, the standards of admission, the curriculum and the regulations for the programs leading to these degrees in Theology, and the qualifications of new faculty appointees for Theology, shall be in accordance with the standards of membership of the Association of Theological Schools. Curriculum changes shall initially be approved by a joint committee consisting of the full-time theological teaching faculties of Huron University College and St. Peter's Seminary, then forwarded for the information of the Registrar of the Constituent University. Policy issues or proposals for new or discontinued programs will be

directed to the Senate Committee on Academic Policy and Awards (SCAPA).

- (b) The parties acknowledge that notwithstanding the degree nomenclature, the MDiv and MTS are second entry undergraduate degrees that are recognized by the Ministry of Training Colleges and Universities as undergraduate degrees and are funded as such. They are not graduate degrees as defined by the Degree Level Expectations listed in Western's IQAP.
- (c) Students with a University degree may register in any Affiliated University College to take courses in any of the programs identified in the document "Guidelines Governing the Academic relationship Between the Constituent University and the Affiliated University Colleges", as it is approved and updated from time to time by the University Senate.

### **Programs, Courses and Subjects**

Clauses 9, 10 and 11 shall apply to all programs, courses and subjects, including those offered in alternative delivery formats.

- 9. In accord with past practice, the following courses shall be offered only by the University:
  - (a) Courses in Natural Sciences (except Mathematics at all Affiliated University Colleges and Preliminary Year courses taught at Brescia University College)
  - (b) Courses in:
    - Business Administration (3rd and 4th year level only)
    - Communications Sciences & Disorders
    - Dentistry
    - Education
    - Engineering
    - Health Sciences
    - Journalism
    - Kinesiology
    - Law
    - Library and Information Science
    - Media, Information and Technoculture
    - Medicine (including courses related to the Bachelor of Medical Sciences program)
    - Music
    - Nursing
    - Occupational Therapy
    - Physical Therapy

- 10. In accord with past practice, the following courses will only be offered at an Affiliated University College:

- Food and Nutrition at Brescia University College
  - Theology at Huron University College
  - Religious Studies at Brescia, Huron, and King's University College
  - Social Work at King's University College
  - Thanatology at King's University College
- (a) Courses in Chinese and Japanese are taught at Huron University College, and junior courses in Japanese are taught at the Constituent University. The parties acknowledge that the expansion of teaching of such courses at the Constituent University would only be in response to student demand beyond the capacity of the University College's courses, or via collaborations as described in Clause 11.

11. Notwithstanding the provisions of Clauses 9 and 10, the parties agree that academic units at the Constituent University and the Affiliated University Colleges may offer courses and/or programs collaboratively. Such collaboration must be sanctioned by the Academic Dean and Principal of the participating Affiliated University College, and by the Provost and the Dean of the participating academic unit within the Constituent University.
12. When an Affiliated University College proposes to establish a new program or to offer subjects or courses for University credit which it has not previously offered, it shall submit the proposal in writing to the University in accordance with regulations approved from time to time by the Senate. Such courses or programs shall be consistent with principle c) listed in the Preamble to this agreement.

#### **Examinations**

13. In all courses offered by both a Faculty or School of the University and an Affiliated University College for degree credit, as well as those courses offered in the preliminary year by an Affiliated University College for degree credit, the procedure to be followed in setting and marking examinations, and the policies regarding term grades, shall be as established from time to time by the Senate.

#### **Degrees**

14. (a) The University shall confer degrees or award diplomas and certificates in all branches of learning taught in the University or in an Affiliated University College, including Theology, upon persons who, having complied with the requirements of the Senate, are admitted to such degrees, diplomas and certificates by the Senate.
- (b) By this Agreement, an Affiliated University College suspends any right to confer in-course degrees, but an Affiliated University College having a Faculty of Theology shall retain the right to confer honorary degrees in Divinity in its own behalf.

#### **Powers of Senate**

15. The Senate of the University shall have power to:

- (a) make regulations governing admission to all programs leading to degrees and/or diplomas/certificates;
- (b) approve the offering by the Affiliated University College of all subjects, or courses taught in the University or on its behalf by the Affiliated University College subject to the conditions of Clause 12;
- (c) establish regulations regarding the terms whereon new programs, subjects or courses may be established or offered in the Affiliated University College for University credit;
- (d) authorize the development of diploma/certificate programs by the Affiliated University Colleges. Where the proposed diploma/certificate program includes non-degree credit courses, the Affiliated University College will consult with Western's Centre for Continuing Studies."

### **Library**

- 16. (a) Primary users, including students, faculty and staff, at the Constituent University or at any Affiliated University College Library shall have library privileges at all Constituent University and Affiliated University College Libraries as per the rules and restrictions of each institution.
- (b) It is recognized by both parties to this agreement that, ideally, full access should be available to all library resources at all Constituent University and Affiliated University College Libraries for the primary users at said institutions. Library License agreements for electronic resources should reflect and help satisfy the above access privileges as determined by the purchasing institution and in consultation with other libraries as is appropriate.

### **Fees and Financial Arrangements**

- 17. (a) Tuition fees charged by the Affiliated University College for programs with government-regular tuition and for international students shall be no lower than those charged by the University for the corresponding program or course.
- (b) Students registered in the Affiliated University Colleges shall be subject to payment of compulsory ancillary fees paid by students registered in the University as established by the Board of Governors. Students at Affiliated University Colleges may opt-out of non-compulsory ancillary fees, which have been so designated by the Board of Governors.
- (c) With the goal of having a standard process for students, during the summer tuition billing will occur in the same manner as fall/winter. Students from the University will be billed by the University regardless of where they take their courses. Students from each of the Affiliated University Colleges will be billed for their tuition by that University College regardless of where they take their courses. In addition, OSAP administration and financial aid support for summer courses will be administered by the student's home institution. Revenues will be reconciled after the fact and be redistributed based on teaching.

- (d) Tuition billing for all E-Learning courses will follow the same processes as any non-E-Learning courses for both full and part-time students. Net crossflow will be reconciled after the fact.
- (e) The financial arrangements between the Affiliated University College and the University shall be as determined from time to time by the Board of Governors in consultation with the Affiliated University College and notice of any proposed change or changes shall be given by the Board to the Affiliated University College not less than eighteen months in advance of the effective date of such changes, except for changes in tuition fees and the student ancillary fees, where reasonable advance notice shall be given to the Affiliated University College.
- (f) The agreement concerning financial arrangements is attached as Appendix 3.

### **Student Activities and Discipline**

- 18. (a) Students registered in the Affiliated University College shall comply with all regulations governing student conduct established by the Senate in relation to Academic Standards and Scholastic Discipline.
- (b) Students registered in the Affiliated University College shall be entitled to representation on the University Students' Council in accordance with its constitution, and all such students shall be subject to the rules and regulations of the University Students' Council and the Board of Governors while on University property.
- (c) To ensure the continuation of the outstanding Western student experience, Student Affairs leadership from the Affiliated University Colleges and the AVP Student Experience commit to meet each academic term to review the complementarity of new and continuing services and initiatives.
- (d) Students registered in the University while on the property of the Affiliated University College shall remain subject to the regulations of the University Students' Council and of the Board of Governors, and shall also be subject to the rules and regulations of the Affiliated University College.
- (e) Students of the Constituent University and the Affiliated University Colleges will be subject to the Code of Student Conduct of their institution of registration even if they violate the Code while on the campus of an Affiliated University College or the Constituent University where they are not registered. Notwithstanding, the Constituent University or an Affiliated University College may issue a trespass order against a student registered on another campus; in such circumstances, the institution of registration would notify all campuses; however, the issue leading to the trespass order would be dealt with under the Code of Conduct of the institution of registration.



19. Students registered in the Affiliated University College, on payment of the prescribed student ancillary fee, shall be entitled to full privileges of the service supported by that fee.
20. Students representing the Affiliated University College in athletics, literary or other inter-faculty or intramural competition must be duly registered students of the Affiliated University College.
21. The Principal or designate of the Affiliated University College shall be responsible for the discipline of all students registered in the Affiliated University College, as prescribed by this agreement, and responsible for the residential discipline of students of other Affiliated University Colleges and Faculties of the Constituent University while living in residence at the Affiliated University College. Within one week of the Principal or designate implementing a sanction under the Code of Conduct, a report will be sent to the Associate Vice President (Student Experience) of the Constituent University. The report shall name the student and describe the offence and the discipline imposed. Under the Code of Conduct, within 24 hours of the Principal or designate imposing an interim measure on a student, a report shall be sent to the Associate Vice President (Student Experience) of the Constituent University identifying the student, the alleged conduct and the interim measure imposed. As required, by legislation or Constituent University reporting requirements, the Affiliated University College shall report to the Associate Vice-President's (Student Experience) Office any Code of Conduct offences and resulting disciplinary action imposed.

#### **General**

22. The Affiliated University Colleges shall by April 15<sup>th</sup> of each year provide the University Registrar with a list of the courses to be taught in the Affiliated University College for University credit. The names of the instructors in each course will be supplied at the same time, or as soon as possible thereafter.
23. As the availability of teaching staff, laboratory and lecture room space or the uneven distribution of students among several options compel the Constituent University or the Affiliated University Colleges at times to impose on its own students enrolment quotas in certain courses and programs, the Constituent University or the Affiliated University Colleges shall have the right to limit the number of students who may be admitted to such courses and programs. Such quotas shall be determined in timely consultation between the Constituent University and the Affiliated University Colleges.
24. The Affiliated University College shall appoint the members of its own faculty in accord with the procedures and practices established through its governance structure, and in accord with the principles listed in the Preamble to this agreement.
25. The Affiliated University College shall be entitled to such representation on the Senate as the

University Act from time to time in force shall prescribe.

26. The Principal of the Affiliated University College shall be an ex-officio member of any committee established by the Senate to deal specifically with Affiliated University Colleges. Where a Principal sits on a Senate Committee as an ex officio representative of the Affiliated University Colleges, the confidentiality of the Committee proceedings shall not preclude the Principal from consulting with the other Principals on matters that are before the Committee.
27. All arrangements for all University convocations shall be within the jurisdiction of the Senate, which has heretofore formulated the following policies and regulations governing the holding of such convocations and which shall be binding on the Affiliated University College until changed by the Senate:
  - (a) When convocations are held at the Affiliated University College, the arrangements concerning platform seating, the order of the academic procession, and all other details shall be subject to conference between the Affiliated University College and the Convocation Committee of the Senate.
  - (b) When a meeting of the Convocation Committee of the Senate is called to discuss proposed arrangements for a University convocation at the Affiliated University College, representatives of the Affiliated University College will be invited to submit their proposals for consideration by the Committee.
  - (c) When University convocations are held at the Affiliated University College, they shall be completely separate and distinct from any Affiliated University College ceremony, religious or otherwise, except for the conferment of honorary degrees in Divinity by the Affiliated University College which shall be specified in the program as degrees of the Affiliated University College.
  - (d) When practical considerations of the Affiliated University College require a ceremony on the same occasion as a University convocation at the Affiliated University College, such ceremony shall follow the University Convocation, the conclusion of which will be marked by the removal of the University Mace and the Recessional.
  - (e) Through their representative on the Honorary Degrees Committee of Senate the Affiliated University Colleges shall participate in the choice of honorary degree recipients at Convocations where the Western degree is conferred on Affiliated University College students. The parties agree that every effort will be made to ensure that the scheduling of honorary degree recipients into Convocations where the Western degree is being conferred on Affiliated University College students is undertaken with sensitivity to the compatibility of the recipient with the values and missions of the Affiliated University Colleges.
28. An academic partnership between an Affiliated University College and another institution shall reflect principles (e) and (f) listed in the Preamble of this agreement.

- a) Prior to an Affiliated University College entering into formal discussion of an academic partnership with another institution of higher learning, the Principal of the Affiliated University College shall consult with the University's Provost.
- b) An Affiliated University College shall not enter into an academic partnership with any other university, college, school, or institute of higher learning without the specific permission of the University Board of Governors acting on the recommendation of the Senate.
- c) In the context of this clause, "academic partnership" means a formal, bilateral relationship with another post-secondary institution in which the partner institution delivers a significant portion of the degree requirements and where credit for this is transferred as a block for all students in the program. Academic Partnership also includes international dual degree program agreements, any formal bilateral relationship with another university, college, school, or institute of higher learning in areas pertaining to the granting of degrees.
- d) For policy relating to articulation, admissions and/or transfer credit, please refer to the policy on **Articulation Agreements with External Colleges**.
- e) Contingent on approval by Senate, an articulation agreement will be signed by the appropriate signing officer of the External College, the Affiliated University College in question and the University's Vice-Provost (Academic Programs).
- f) This clause does not apply to transfer credit assessed on an individual student basis.

29 The parties agree to hold discussions with the University's Provost or designate about possible educational agreements and academic partnerships with other institutions that fall outside those defined in Clause 28. Refer to **Administrative Policy 1.26 – Establishing International Academic Partnerships**. Such agreements are understood to include admission agreements with language schools, student exchange agreements with other post-secondary institutions, teaching initiatives, faculty and staff exchanges, opportunities for study and work experiences, library and document exchange, or other exchanges in pedagogical, scientific or laboratory material. These discussions will occur before any such educational agreement is signed.

The University's Provost or designate will share with the Affiliated University Colleges information about similar educational agreements and academic partnerships that may be of interest to all parties.

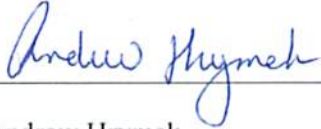
30. In the event of a disagreement over the interpretation of the language of this Agreement, the signatories or their successors will meet to agree on an interpretation.

31. (a) Either party may terminate this Agreement upon giving three academic years' notice in writing in advance addressed to the President of the University or to the Principal of the Affiliated University College, as the case may be.

- (b) On the recommendation of the Senate, this agreement may be terminated or amended in part or in whole at any time by mutual agreement upon the giving of consent in writing by both parties.
32. In the event that an Affiliated University College ceases to be a denominational institution or should its denominational status be threatened, it shall immediately notify the University. The affected Affiliated University College and the University shall then meet to discuss the implications of this change in status or potential change in status to the University and the Affiliated University College. If the University has reason to believe that such change in status is detrimental to the University, the University may elect to terminate this agreement with immediate effect as it pertains to the Affiliated University College. The parties agree to meet to discuss transition under this circumstance.
33. This agreement shall come into force and effect on the date hereinbefore stated and all earlier agreements, supplementary agreements and amendments to the same shall be null and void.
34. This agreement shall be reviewed on the 5th anniversary of the signing of date.

*For the University of Western Ontario*

*For the Affiliated University Colleges*



Dr. Andrew Hrymak

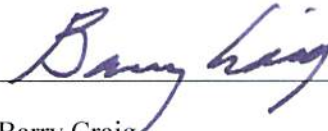
Provost and Vice-President (Academic),

The University of Western Ontario



Dr. Susan Mumm

Principal, Brescia University College



Dr. Barry Craig

Principal, Huron University College



Dr. David Malloy

Principal, King's University College



Date

## Appendix 1

### Entrance Standards for First-Year Undergraduate Admissions Affiliated University Colleges

#### A. Constituent University

##### Background/Context

At its November 2010 meeting, Senate approved SUEPP's recommendation on Western's enrolment strategy. The recommendations specific to undergraduate admissions included the following elements:

1. Western maintain the current (i.e. fall 2010) minimum entrance requirement for first-year admission at 83% mid-year grade (and 81% final grade). For selected limited-enrolment programs, based on annual reviews by the Provost and the Deans, the entrance requirements could be higher.
2. The approach of using the common entrance requirement be continued. The result of this approach is that student demand/choice drives program-specific enrolments.
3. We continue to monitor the gap in entrance requirements between Western and the Ontario average – with the objective of maintaining the current gap.
4. We continue to monitor the size of our overall first-year class -- in order to ensure that the undergraduate population does not reach a level that cannot be accommodated within our current physical infrastructure.

The Constituent University has followed these recommendations.

Western's current Strategic Plan – *Achieving Excellence on the World Stage* (January 2014) – includes the following key metrics and targets associated with undergraduate enrolments:

- a. Attract the brightest students as demonstrated through the highest entering grade average and the highest number of students with external awards among Canada's leading research-intensive universities.
- b. Achieve the highest student retention and graduation rates among Canada's leading research-intensive universities.

The Constituent University's enrolment planning is based on these priorities.

##### Current Status

- The minimum entrance requirement (final grade) for fall 2018 admissions was 83.5%. The requirements ranged from this minimum 83.5% for some programs to 85% in others.

## **Looking Forward**

In the coming years, the above strategies and priorities will guide the Constituent University's approach to first year admissions – and it is expected that the minimum entrance requirement will be no less than 83.5% final grade average.

### **B. Affiliated University Colleges**

As a follow up to the Constituent University's enrolment planning priorities and strategy, the Affiliated University Colleges have committed to narrowing the gap in minimum entrance requirements between the Colleges and the Constituent University. For fall 2018, entrance requirements (final grades) at the Affiliated University Colleges were as follows:

Brescia	78.0%
Huron	78.0%
King's	78.0%

1. Going forward, by 2022-23, the Affiliated University Colleges will increase their minimum entrance requirements (final grades) to 80%, as follows:

2019-20	78.5%
2020-21	79.0%
2021-22	79.5%
2022-23	80.0%

2. Similar to the current arrangement, in situations where additional assessment is required (for students with exceptional/unusual circumstances), the Colleges may admit students with grades below the minimum requirement – but down to only 2.5% points below the minimum requirement for a particular year. The proportion of new admits in the entering class with final averages below the minimum requirement (e.g. below the 78.5% in 2019-20 – and down to 76.0%) shall not exceed 5%. The specific boundaries for each year are as follows:

	Minimum Requirement	Floor Requirement for up to 5% of new admits
2019-20	78.5%	76.0%
2020-21	79.0%	76.5%
2021-22	79.5%	77.0%
2022-23	80.0%	77.5%

3. Agreed-upon Indigenous student admissions will be exempt from the above requirement criteria.

4. The Affiliated University Colleges will be bound by the minimum entrance requirements established by the Constituent University for limited-enrolment programs, where applicable, including BHSc and Kinesiology.
5. The assessment of qualifications for international applicants to the Affiliated University Colleges will be conducted using the Constituent University methodology and conversions. The Registrar at the Constituent University should be consulted at the beginning of each admissions cycle.
6. Applicant Referrals - We are committed to work together to build a referral process that is reflective of the spirit of this agreement and works towards supporting both main campus and affiliate recruitment goals. Representatives from the Affiliated University Colleges and the University will meet early in February each year to work out the appropriate process based on receipt of grades, calculation dates, quality of the current applicant pool, and past experience. The referral process will begin early in March each year with the applicants the University believes are unlikely to receive an offer. This process will be repeated after the May round of offers for other students who will not be receiving an offer from the University.



## Appendix 2

### Summer Course Offerings

1. Summer term is treated as a single term - i.e. intersession, summer day, summer evening, and distance/on-line are, for these purposes, a single term.
2. The Affiliated University Colleges can offer unique courses across all programs, and courses in programs which are exclusive to the Affiliated University Colleges as identified in the document "*Guidelines Governing the Academic relationship Between the Constituent University and the Affiliated University Colleges*", which may be updated from time to time by the University Senate.
3. For all other courses, the following process shall be followed:
  - The Constituent University shall inform the Affiliated University Colleges, by November 1st of each year, the planned course offerings for the following summer term.
  - The Affiliated University Colleges shall respond by the end of November with their list of planned summer course offerings - with no duplication of the Constituent University courses, unless clause #4 below is followed.
  - Changes shall be made by all institutions until mid-December - on a first-come first-serve basis - but with no duplication of offerings between the Constituent University and the Colleges, except under the terms of clause 4 below.
4. The Affiliated University Colleges may offer duplicate summer courses (i.e. courses offered by the Constituent University), but only students registered across the Affiliated University Colleges and students on Letter of Permission (LOP) from other universities shall be allowed to enroll in such duplicate courses. The Constituent University offering of such a duplicated course will then be restricted to students registered at the Constituent University and to students on LOP from other universities.

Constituent University courses offered as distance/on-line may duplicate Affiliated University College courses during the summer term. In such a case, both Constituent University students and Affiliated University College students would be eligible for registration in the distance/on-line courses.

5. If an Affiliated University College offers a course newly developed by that Affiliated University College (i.e. a course that has not been offered previously at either the Affiliated University College or the Constituent University- and is not mutually anti-requisite to any existing course offered by the Constituent University) in a given summer term, that Affiliated University College has the first right to offer that course in subsequent summers. When that Affiliated University College does not offer that course during a summer term (i.e. the course is not

identified in the College's list submitted by November 14th), rights to that course shall be available to the Constituent University (i.e. the University may include it in its November 1st list in subsequent years).

6. If an Affiliated University College offers an existing course (i.e. a course that has been offered previously in a fall/winter term at the Affiliated University College) never before offered during the summer term, that Affiliated University College has the first right to offer that course the following two summers. Other institutions shall have the right to offer the course, if it has not been identified in the Affiliated University College's list due on November 14th.

## Appendix 3

### Affiliation Fee Agreement

#### Between The University of Western Ontario and the Affiliated University Colleges

##### **Background**

As part of the previous Affiliation Agreement, Western and the Affiliated University Colleges agreed to a new model/arrangement to address the financial flow associated with Service Fees (i.e., fees to be paid by the Colleges for services provided by Western) and Cross-Teaching (i.e. the financial transfer associated with the “net” teaching of students by Western). The new model was the implementation of a simpler approach based on a single “Affiliation Fee” that would incorporate both the Service Fees and the Cross-Teaching Transfer.

The Affiliation Fee was based on a consideration of the following:

- The services – both at Western and the Affiliates – that should be included in the financial arrangement.
- The level of relevant services – both at Western and the Affiliates.
- Cross-Teaching levels (i.e., the flow of cross-teaching FCEs in both directions).
- Enrolment related revenues at the institutions, compared to the level of cross-teaching transfers.
- The impact of the University’s Science Breadth Requirement on Cross-Teaching levels.
- Overall enrolment-related revenues at the Affiliates.

The Parties affirm the principle as outlined in the *Guidelines Governing the Academic Relationship Between the Constituent University and the Affiliated University Colleges* – of maintaining a healthy and mutually beneficial cross-flow of students between Western and the Affiliates.

For the period of this Affiliation Agreement, the “Affiliation Fee” structure shall continue.

##### **The Affiliation Fee**

1. There shall be an Affiliation Fee paid by each Affiliate to Western calculated at a rate of 12% of the individual Affiliate’s undergraduate and graduate enrolment-related grants and tuition revenues.

The enrolment-related grants included are as follows: the Core Operating Grant and the Differentiation Grant, netted against the Provincial Government’s International Student Recovery. In the future, if the Provincial Government changes the structure of enrolment-related grant envelopes, the Parties shall discuss the effect of the change on the Affiliation Fee Agreement.

Since graduate enrolment-related grants and tuition revenue are included in the Affiliation Fee calculation, no Graduate Service Fee shall be levied.

Tuition revenue shall be calculated as the sum of (i) actual summer tuition revenue collected by the Affiliates, (ii) actual graduate tuition revenue transferred to the Affiliates, and (iii) fall/winter undergraduate tuition revenue calculated based on November 1 and February 1 official enrolment counts discounted by 1.8% to account for student withdrawals. The 1.8% discounting factor shall be reviewed from time to time. Tuition revenues used in calculating the Affiliation Fee shall

exclude the government required minimum tuition set-aside funds.

The 12% Affiliation Fee Rate shall be in place for the duration of this Affiliation Agreement. As part of the next renewal of the Affiliation Agreement, the rate shall be reviewed and adjusted if/as necessary to reflect the services and associated costs at that time.

2. A slip-year approach shall be used in calculating the Affiliation Fee Transfer (i.e., the Affiliation Fee for year X shall be based on the Affiliates' enrolment-related grants and tuition in year X-1).
3. **Services.** Under this Affiliation Fee Agreement, currently-provided services shall continue without additional fees. Services currently provided by Western's Units on a cost-recovery basis (e.g., services provided through Campus Police, Western Technology Services, Facilities Management, Communications & Public Affairs, Registrar's Office, Student Success Centre, and Western International) shall continue under the cost-recovery model – with the necessary cost escalations. During the period of this Affiliation Agreement, if new services are introduced by either side, the Parties shall discuss the effect of the new services on the Affiliation Fee Agreement. Services provided by Western's ancillary units are not covered by this Affiliation Fee Agreement.
4. **Cross-Teaching.** Under this Affiliation Fee Agreement, cross-teaching shall include only undergraduate course FCEs. The flow of cross-teaching FCEs from each *Affiliate to Western* shall be capped at the weighted average of the 2010-11 and 2011-12 undergraduate FCE cross-flow course registrant per Affiliate FTE student (*note that the baseline years reflect the time period prior to the introduction of the Affiliation Fee*). During the period of this Affiliation Agreement, for each FCE above this cap, the Affiliate shall pay Western the undergraduate domestic year 1 Arts tuition, calculated on the slip-year (i.e., for 2019-20, the FCEs and Arts tuition rate would be the 2018-19 figures).

The flow of cross-teaching FCEs from *Western to each Affiliate* shall be capped at the average of the 2010-11 and 2011-12 undergraduate FCE flow. During the period of this Affiliation Agreement, for each FCE above this cap, Western shall pay the affected Affiliate the undergraduate domestic year 1 Arts tuition, calculated on the slip-year (i.e., for 2019-20, the FCEs and Arts tuition rate would be the 2018-19 figures).

Cross-flow calculations shall continue to exclude courses offered in Spring/Summer.

It is acknowledged that a cross-teaching adjustment to recognize the existing Science Breadth Requirement has been taken into consideration in the implementation of the Affiliation Fee. If, in the future, any Senate-mandated requirements force an increase in the cross-flow from the Affiliates to Western, the Parties shall discuss the effect of the change on the Affiliation Fee Agreement.

5. This Affiliation Fee Agreement is part of this Affiliation Agreement (as an Appendix) and represents the entire basis of understanding amongst the Parties related to financial matters associated with services and cross teaching.
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