

CSA Briefing Note
Regarding Joint Application against the University and
Re-Commencing Collection of CFS/CFS-O Fees

The CSA and University of Guelph undergraduate students have been members of the Canadian Federation of Students and Canadian Federation of Students-Ontario (collectively the “**CFS**”) since 1987.

In 2009, a petition was initiated by a student at the University of Guelph to hold a referendum to start the process to defederate from the CFS. The petition was not approved by the CFS. In 2010, the CSA commenced an application against the CFS seeking an order that the petitions be accepted, and to allow the CSA to hold a referendum on membership in the CFS (the “**2010 Application**”). A referendum was held pursuant to court order, and students voted to discontinue membership in the CFS.

However, in 2011, the order which granted the holding of the referendum was set aside by the Ontario Court of Appeal and it was ordered that the 2010 Application be reheard by the Superior Court of Justice.

In 2012, because the 2010 Application had not been resolved, the University stopped collecting CFS/CFS-O fees beginning in the 2012-2013 academic year.

In 2013, the CSA Board settled the 2010 Application with CFS and CFS-O and requested that the University recommence the collection of fees. Given the students’ vote in 2010, the University refused to recommence collection until there was broad based student consultation.

In 2014, the CSA, and CFS commenced legal action against the University seeking among other things, an order that required the University to collect and remit unpaid CFS membership fees to the CSA (the “**Joint Application**”).

The University is committed to ensuring that its undergraduate students have a strong, and viable student organization. As a result, the University and the CSA have agreed to attempt to resolve the Joint Application in a manner that is satisfactory to all parties.

On November 25, 2017, the CSA will hold a town hall meeting of its members to update, educate, and inform the undergraduate students on the following issues:

- i. An overview of the CSA’s membership in the CFS and CFS-O;
- ii. The background and settlement of the legal proceeding commenced by the CSA against the CFS and the CFS-O (the “**2010 Application**”);

- iii. The proposed terms for settlement for the legal proceeding against the University which are to be voted on by the CSA Board of Directors on or before November 25, 2017;
- iv. An explanation that if the settlement is approved, the University will recommence the collection of CFS and CFS-O fees from full-time undergraduate students beginning the summer 2018 semester; and
- v. A neutral review of the membership and defederation processes contained in the CFS and CFS-O by-laws. The process can be found in the CFS/CFS-O by-laws at CFS By-law 1, sections 1, 2, 3, 4, and 6 and CFS-O By-law II, sections 1,2, 3 and 4. The by-laws are available online on the CFS and CFS-O websites.

If you have any questions about the Town Hall Meeting, or the CSA board of directors' motion, or the issues addressed in this statement, please don't hesitate to contact a member of the CSA board of directors.

PROPOSED MINUTES OF SETTLEMENT

WHEREAS the University of Guelph Central Student Association (the “**CSA**”) voted to approve these Minutes of Settlement (the “**Vote**”);

WHEREAS the CSA Board of Directors provided the Associate Vice-President Student Affairs of the University of Guelph (the “**University**”) a letter advising of the results of the Vote and summarizing its reasoning in connection with the Vote as it relates to the views of the students expressed at the Town Hall Meeting (the “**Letter**”) within five (5) days of the Vote;

WHEREAS the University and the CSA disagree as to which iteration of the Student Organization Policy governs their relationship currently;

WHEREAS the University and the CSA agree and declare for all purposes and in all forum that their agreement to and entry into these Minutes of Settlement shall not be deemed or interpreted by anyone as meaning that the University or the CSA, or both, agree or make any admission whatsoever as to which iteration of the Student Organization Policy currently governs their relationship;

NOW THEREFORE the CSA, Canadian Federation of Students (“**CFS**”), and Canadian Federation of Students-Ontario (“**CFS-O**”), and the University agree as follows:

1. Within seven (7) business days of the University receiving the Letter, the University will remit to the CSA (and the CSA shall forthwith thereafter remit to the CFS and the CFS-O) the CFS and CFS-O membership fees that are currently being held by the University for the academic years 2010-2011 and 2011-2012 including interest (the “**Held Fees**”). The Held Fees will be remitted by the University to the CSA in the ordinary course.
2. The University will resume collecting CFS and CFS-O membership fees at the current and communicated membership rate from full-time University of Guelph undergraduate students effective for the summer 2018 semester. The University shall remit the fees to the CSA following its receipt of a written request from the CSA for the remittance of the CFS and CFS-O fees, and the CSA shall after its receipt of the CFS and CFS-O fees from the University forward the same to the CFS and CFS-O as payment of membership fees.
3. The application commenced in Ottawa as Court File No. 14-60399 (the “**Joint Application**”) will be dismissed on consent and without costs by the Applicants, no later than six business days after the receipt by the CFS and the CFS-O from the CSA of the Held Fees as set out in paragraph 1;
4. The parties will sign mutual and reciprocal full and full releases in the form attached as Schedule “A” to these Minutes of Settlement; and,

5. These Minutes of Settlement shall be binding on the parties hereto and their respective administrators, successors, assigns, directors, officers, employees, and members.
6. The parties agree and acknowledge that they have had the opportunity to receive independent legal advice in respect of these Minutes of Settlement and they execute these Minutes of Settlement freely, voluntarily, and without duress.
7. The University will discuss the current Student Organization Policy with the CSA and, thereafter, with the Student Executive Council, starting no later than November 30, 2017.
8. These Minutes of Settlement shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario.

SCHEDULE "A" TO PROPOSED MINUTES OF SETTLEMENT

MUTUAL AND RECIPROCAL FULL AND FINAL RELEASE

IN CONSIDERATION of the payment, or the promise of payment, to or on behalf of the Releasors or any of them, of the sum of \$1.00 (ONE DOLLAR) of the lawful money of Canada and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned,

UNIVERSITY OF GUELPH CENTRAL STUDENT ASSOCIATION as well as its parent, subsidiaries, affiliates and related companies and each of their respective, directors, officers, shareholders, employees, servants, agents and administrators, both present and former, and all of their administrators, successors and assigns and any party or parties who claim a right or interest through them [hereinafter, the "CSA"];

THE CANADIAN FEDERATION OF STUDENTS as well as its parent, subsidiaries, affiliates and related companies and each of their respective, directors, officers, shareholders, employees, servants, agents and administrators, both present and former, and all of their administrators, successors and assigns and any party or parties who claim a right or interest through them [hereinafter, the "CFS"];

THE CANADIAN FEDERATION OF STUDENTS – ONTARIO as well as its parent, subsidiaries, affiliates and related companies and each of their respective, directors, officers, shareholders, employees, servants, agents and administrators, both present and former, and all of their administrators, successors and assigns and any party or parties who claim a right or interest through them [hereinafter, the "CFS-O"]; and,

UNIVERSITY OF GUELPH as well as subsidiaries, affiliated and related entities and each of their respective, directors, officers, employees, servants, agents and administrators, both present and former, and all of their administrators, successors and assigns and any party or parties who claim a right or interest through them [hereinafter, the "University"];

Hereinafter referred to collectively as the "**Mutual and Reciprocal Releasors and Releasees**"

HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE EACH OTHER, WITHOUT QUALIFICATION OR LIMITATION EXCEPT AS EXPLICITLY SET OUT

HEREIN from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, complaints, claims and demands for damages, monies, losses, indemnity, costs, interest in loss, or injuries howsoever arising which hereto may have ever had, now has or can, shall or may have arising out of the Application filed by the CSA, the CFS and the CFS-O at the Superior Court of Justice sitting in Ottawa in Court File No. 14-60399 up to and including the collection and remittance of CFS and CFS-O fees for the Winter 2018 semester at the University and the Application commenced in 2010 by the CSA against the CFS and CFS-O in the Superior Court of Justice sitting in Guelph, Court File Number 109/10.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, the Mutual and Reciprocal Releasors and Releasees declare that the intent of this Mutual and Reciprocal Full and Final Release is to conclude all issues arising from the matters set forth above and from the Application and it is understood and agreed that this Mutual and Reciprocal Full and Final Release is intended to cover, and does cover, not only all known injuries, losses and damages, but also injuries, losses and damages not now known or anticipated but which may later develop or be discovered, including all the effects and consequences thereof.

AND FOR THE SAID CONSIDERATION it is agreed and understood that the Mutual and Reciprocal Releasors and Releasees or any of them either individually or in combination will not make any claim or take any proceedings against any other person, corporation or entity who might claim, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the *Negligence Act* and the amendments thereto, and/or under any successor legislation thereto, and/or under the *Rules of Civil Procedure*, from the Mutual and Reciprocal Releasors and Releasees discharged by this Mutual and Reciprocal Full and Final Release, in connection with the matters outlined above and in the Application.

IT IS AGREED AND UNDERSTOOD that if the Mutual and Reciprocal Releasors and Releasees or any of them either individually or in combination commence such action, or take such proceedings, and the Mutual and Reciprocal Releasors and Releasees or any of them are added to such proceeding in any manner whatsoever, whether justified in law or not, the prosecuting Mutual and Reciprocal Releasor and Releasee will immediately discontinue the proceedings and/or claims, and the prosecuting Mutual and Reciprocal Releasor and Releasee will be liable, and if more than one Mutual and Reciprocal Releasor and Releasee, will be jointly and severally liable to the prosecuted Mutual and Reciprocal Releasor and Releasee for the full legal costs incurred in any such proceeding, on a complete indemnity scale. This Mutual and Reciprocal Full and Final Release shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by any of the Mutual and Reciprocal Releasors and Releasees with respect to the matters covered by this Mutual and Reciprocal Full and Final Release. This Mutual and Reciprocal Full and Final Release may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply or as

complete response, and may be relied upon in any proceeding to dismiss the claim, action, application, complaint or proceeding on a summary basis and no objection will be raised by the Mutual and Reciprocal Releasor and Releasee in any subsequent proceeding that the other parties in the subsequent proceeding were not privy to formation of this Mutual and Reciprocal Full and Final Release.

AND THE MUTUAL AND RECIPROCAL RELEASORS AND RELEASEES HEREBY CONFIRM, that they have authorized and instructed their lawyers to settle the Application in the terms outlined herein and in their Minutes of Settlement, and to consent to the dismissal of the Application, on a with prejudice and without costs basis in accordance the terms of their Minutes of Settlement.

AND FOR THE SAID CONSIDERATION the Mutual and Reciprocal Releasors and Releasees hereby represent and warrant that they have not assigned to any person, firm, or corporation any of the actions, causes of action, claims, debts, suits or demands of any nature or kind which they have released by this Mutual and Reciprocal Full and Final Release.

IT IS FURTHER AGREED AND UNDERSTOOD that the Mutual and Reciprocal Releasors and Releasees, individually and collectively, do not by the payment set out in this Mutual and Reciprocal Full and Final Release or by the other good and sufficient consideration provided to any of them, or otherwise, admit any liability or obligation of any kind whatsoever to any of the other Mutual and Reciprocal Releasors and Releasees and such liability or obligation is specifically denied.

AND IT IS HEREBY DECLARED that the terms of the settlement reached by the parties hereto and that the terms of this Mutual and Reciprocal Full and Final Release are fully understood, and that the consideration stated herein is the sole consideration for this Mutual and Reciprocal Full and Final Release and that the said payment, or promise of payment, or consideration provided is accepted voluntarily for the purpose of making full and final compromise in settlement of all claims and proceedings against the Mutual and Reciprocal Releasors and Releasees, resulting from or connected to the matters set forth above and from the Application.

WE HEREBY DIRECT our lawyers to consent to an Order dismissing the Application, with prejudice and without costs, in accordance the terms of their Minutes of Settlement.

IN WITNESS WHEREOF the undersigned have executed this Mutual and Reciprocal Full and Final Release by their hands and seals this ____ day of _____ 2017.

DATED: November , 2017

**UNIVERSITY OF GUELPH CENTRAL
STUDENT ASSOCIATION**

Witness

Per: _____
Name:
Title: CSA President
“I have authority to bind the Association.”

Per: _____
Name:
Title: CSA Vice President Student Experience
“I have authority to bind the Association.”

DATED: November, 2017

CANADIAN FEDERATION OF STUDENTS

Witness

Per: _____
Name:
Title:
“I have authority to bind the corporation.”

DATED: November, 2017

**CANADIAN FEDERATION OF STUDENTS-
ONTARIO**

Witness

Per: _____
Name:
Title:
“I have authority to bind the corporation.”

DATED: November, 2017

UNIVERSITY OF GUELPH

Witness

Per: _____
Name:
Title:
"I have authority to bind the corporation."

Witness

Per: _____
Name:
Title:
"I have authority to bind the corporation."

