

# **Memorandum of Understanding**

## **between Laurentian University and the Laurentian University Alumni Association**

This memorandum of understanding is a good-faith agreement between Laurentian University (“the University”) and the Laurentian University Alumni Association (“LUAA”) for the purpose of delineating the responsibilities of the University and the LUAA to each other for their mutual benefit.

The purpose of this Memorandum of Understanding (M.O.U.) is to create a renewed framework for the partnership between Laurentian University and the Laurentian University Alumni Association. The relationship, which has existed formally for many years, like most relationships, has evolved and changed. As the number of alumni has increased substantially, and as more alumni have assumed community leadership roles, the University increasingly looks to alumni to assist with developing stronger linkages between the University and the communities it serves.

### **BACKGROUND**

The LUAA is the voice of University alumni and the champion of University alumni relations. The LUAA is committed to building an active lifetime connection between the alumni and the University, a connection that responds to the priority needs of both alumni and the University.

The University is committed to encouraging and supporting the continued involvement of its graduates with the University and its affairs. More specifically, alumni have made contributions to the University through governance, recruitment of students, supporting academic and student life programs, and the development of financial and cultural support for the University.

Both the University and the LUAA wish to ensure that the University’s relationship with its alumni is a strong and positive lifelong partnership, benefiting both the alumni and the University.

Both the University and the LUAA recognize the exponential growth among the alumni population and are committed to engage in a healthy working relationship to ensure the continued growth of the alumni relations program.

### **UNIVERSITY SUPPORT FOR THE LUAA AND ALUMNI RELATIONS**

#### **1. Director of Alumni Relations and Alumni Relations Staff**

**1.1.** In order to meet the strategic objectives of the University and the LUAA and in light of the continued growth of the alumni population, the University will

employ a Director of Alumni Relations, who will act as the executive director of the LUAA and serve as an ex-officio non-voting member of the Board of the Association. The Director of Alumni Relations and other Alumni Relations staff serve as a key resource in support of programs and activities of the LUAA. Attached hereto as Schedule "A" is an outline of the requisite functions and responsibilities of the Director of Alumni Relations in that regard.

The University will also employ other staff members to support the work of the LUAA. The Alumni Relations Office will provide assistance and resources to the Association for day-to-day operations, and expenditures managed by the Alumni Relations Office on behalf of the Association.

- 1.2. As the role of the Director of Alumni Relations and of the Alumni Relations staff impacts on both the University and the LUAA, both organizations will collaborate in determining the job description and responsibilities for these positions. The Director of Alumni Relations shall report to the Executive Director, University Advancement and shall be accountable to the LUAA in accordance with joint strategies set out in 2.3.
- 1.3. The appointment of the Director of Alumni Relations and of the Alumni Relations staff will be made by the University with the participation of, and in consultation with the Executive of the LUAA. The LUAA acknowledges the existence of employment policies and procedures and the collective agreements in force between the University and the Unions that hold bargaining rights for its employees during the term of this agreement or any renewal thereof. The LUAA shall not act in any manner to cause the University to breach its obligations under the collective agreements with the various bargaining agents of the employees of the University. The LUAA further recognizes that the negotiation and administration of the collective agreements and general labour relations and Human Resources policy lies solely with the University.

## **2. Office of University Advancement**

- 2.1. The University will support an effective alumni relations unit. This alumni relations unit will serve as the administrative arm of the LUAA.
- 2.2. The Executive Director, University Advancement, with the Director of Alumni Relations, are responsible for facilitating the collaborative process between the LUAA and University, its offices, faculties and departments, to achieve unity of purpose and action in achieving alumni relations goals.
- 2.3. The Office of University Advancement's alumni relations strategy will be set jointly by the University and the LUAA. The planning process will include representation by the units of the Office of University Advancement, as determined by the Executive Director, and the board and relevant committees of the LUAA, as determined by the President of the LUAA.

- 2.4. The annual budget earmarked by the University for alumni relations activities will be based on the strategic objectives of the University and the LUAA, as determined by them as part of their ongoing planning process. (See 2.3, 2.6, 7.3 & 7.4).
- 2.5. The University, through the Executive Director, University Advancement, will assume responsibility for monitoring the activities and expenditures of the alumni relations unit to ensure effective and efficient deployment of resources made available by the University, against strategic priorities identified in the collaborative planning process.
- 2.6. The Executive Director, University Advancement, with the Director of Alumni Relations, will oversee the University's alumni relations operations budget and will provide to the President of the LUAA a report of expenditures and commitments in support of the LUAA quarterly or as requested.
- 2.7. The Executive Director, University Advancement, with the Director of Alumni Relations, will ensure the prompt and effective delivery of specific alumni programs and services of the LUAA by the appropriate advancement staff. Alumni programs and services are determined by the strategic planning process outlined in 2.3.
- 2.8. The University is committed to ensure the LUAA's physical presence on campus and shall provide the LUAA with liberal and reasonable use of the Alumni Relations offices as well as other associated meeting and conference space as required from time to time in order to ensure the effective delivery of specific alumni programs and services.

### **3. Communication with Alumni**

- 3.1. Laurentian University recognizes and accepts that the LUAA is the official organization that represents all alumni of Laurentian University and those holding Laurentian degrees from its federated universities, the Northern Ontario School of Medicine on the Laurentian Campus and other schools and faculties which may be established in the future.
- 3.2. Laurentian University recognizes and accepts that the LUAA will be free to communicate and correspond with its alumni in the furtherance of its objectives and in accordance with its constitutional mandate. All communication from the LUAA will be done via the Alumni Relations Office.
- 3.3. Notwithstanding that the University and the Faculties have the right to communicate with their own graduates, the University will encourage all communication with Laurentian alumni be coordinated through the Office of Alumni Relations.

- 3.4 A central database of University alumni will be maintained by the University to the highest standards reasonably achievable. The conditions for the appropriate use of this information in support of LUAA and University objectives shall be subject to agreement by the University and the LUAA, and will respect all federal and provincial privacy laws and other regulations and policies governing the use of such data.
- 3.5 The LUAA, and Alumni Relations staff, under the supervision of the Executive Director, University Advancement, will use all efforts to ensure that all communications and contacts with alumni are consistent and coordinated. The Executive Director, University Advancement, and the President, LUAA, will be informed of and have the opportunity to evaluate all major initiatives that involve alumni.
- 3.6 The LUAA and the University will continue to work together to create an overall strategy and orchestration for a comprehensive communication plan to maximize their relationship with alumni and students.

## **LUAA SUPPORT FOR THE UNIVERSITY**

### **4. Commitment**

- 4.1. The LUAA commits itself to building alumni support for the University through the ongoing development of responsible and viable programs and services meeting the needs of alumni and encouraging lifelong connections with the University.
- 4.2. The LUAA, in pursuing its objectives, recognizes its obligations as a member of the broader University community and will only undertake activities or services that will enhance the reputation of the University.
- 4.3. To ensure that its efforts are effective, the LUAA will undertake a strategic planning process every three to five years, which fully involves the Executive of the LUAA, the Executive Director, University Advancement, the Alumni Relations staff, and other stakeholders from the University as deemed appropriate.

### **5. FUND RAISING**

*“Fund raising” is defined as monies raised through special event activities and direct requests to prospective donors.*

- 5.1. The LUAA will provide advice and support to the University in the planning and implementation of fund raising programs and strategies that involve or approach alumni and that are conducted by the Office of University Advancement, including but not limited to the annual fundraising appeal.

- 5.2. The LUAA will be a key resource in fund raising processes and commits itself to assistance in recruiting the alumni volunteer resources required to support prospect identification, prospect research, and the cultivation and solicitation of major donors.
- 5.3. The LUAA shall retain the right to organize fund raising activities to support their objectives and constitutional mandate. The LUAA also accept that said fund raising activities must be for purposes that are generally consistent with the goals of the University and the planning process outlined in Article 2.3.
- 5.4. The LUAA will restrict their fund raising and/or solicitation to special events, special projects leaving general direct solicitation of its members, including but not limited to annual appeals and capital campaigns, as an initiative of the Office of University Advancement.
- 5.5. The LUAA agrees to consult the Executive Director of Advancement / Director of Development regarding any fundraising initiative undertaken to ensure that it is generally consistent with the goals of the University and the planning process outlined in Article 2.3.

## 6. REVENUE GENERATION

*“Affinity Revenues” is defined as gross monies earned through affinity programs and other services endorsed by the Association provided by third-party suppliers to alumni in support of the Association’s objectives.*

- 6.1. The LUAA raises revenues for its operations and programs, and for transfer to the University, primarily through the provision of services to its members. The LUAA, jointly with the appropriate University staff, shall negotiate the terms and conditions of contracts with service providers, subject to the University’s agreement to the terms and conditions contained in the contract with the service provider.
- 6.2. The LUAA shall retain exclusivity over all affinity programs for alumni and Laurentian University shall not enter into direct commercial competition with the LUAA by duplicating any service already provided to alumni, unless same is specifically agreed upon.
- 6.3. The University agrees that all Alumni Affinity revenues earned from all Alumni affinity partners shall be transferred to the LUAA to fund its core operations and programs.
- 6.4. In consideration for same, the LUAA shall not enter into direct commercial competition with the University by duplicating any service already provided by the University, unless same is specifically agreed upon.

## 7. TRANSFER OF LUAA FUNDS TO THE UNIVERSITY

- 7.1. The University is committed to offering an effective and sustainable alumni relations program through the Office of Alumni Relations. In consultation with the LUAA, the University will continue to provide operating grants to its alumni program to ensure its quality and consistency to develop stronger relations between the University and its alumni.
- 7.2. The University recognizes that a strong alumni association will advance the University's goals in developing stronger relations with its alumni. The University further acknowledges that the LUAA will continue to attract motivated alumni to its ranks as long as the LUAA has adequate resources to operate programs, raise and distribute funds through its special events and revenue generating programs, and otherwise independently manage its affairs.
- 7.3. The LUAA recognizes the cost of services provided to it by the Alumni Relations Office. It further recognizes that the University's first obligation is to support its core educational mission and that public funds in support of the University's operations are severely restricted. The LUAA therefore, agrees to transfer a portion of its gross Affinity revenues to the Alumni Relations Office in accordance with the following formula:

*A minimum of \$8,000 annually to a maximum of 25% of gross annual affinity revenues*

**Example (1):**

2004 LUAA gross Affinity Revenue	\$11,500.00
2004 LUAA transfer to L.U.	<b>\$8,000.00 (minimum)</b>

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**Example (2):**

2004 LUAA gross Affinity Revenue	\$28,000.00
2004 LUAA transfer to L.U.	<b>\$8,000.00 (minimum)</b>

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**Example (3)**

2004 LUAA Affinity Revenue	\$37,500.00
2004 LUAA transfer to L.U.	<b>\$9,375.00 (25%)</b>

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\* GROSS ANNUAL AFFINITY REVENUE is defined as all revenue actually received from all Alumni Affinity partners, less those revenues specifically designated by existing contracts with the existing affinity partners for advertising and sponsorship without deduction, set off or reduction.

- 7.4. The LUAA undertakes to direct all affinity revenues in excess of that allocated as agreed in section 7.3 to the furtherance of its objectives and in accordance with its constitutional mandate, including but not limited to: Association programs, the University's priority areas of need, external programs that merit LUAA support

or heighten its profile in the community, a reserve fund, and/or as determined by the LUAA board of directors.

## **8. SELECTION OF ALUMNI REPRESENTATION ON UNIVERSITY BOARDS, COMMITTEES AND AT EVENTS**

- 8.1. Laurentian University involves alumni, through the Alumni Association Board of Directors, in strategic planning and policy discussions through the appointment of one voting alumni position on the Board of Governors and one voting alumni position on the University's Senate. In addition, Laurentian University shall continue to involve alumni association representatives in select University standing committees, advisory groups and search committees for the appointments of University President, Executive Director of University Advancement, Director of Development, the Director of Alumni Relations, all other full-time positions in the Office of Alumni Relations and others as appropriate.
- 8.2. Requests for alumni representatives on University governing or advisory boards and committees and/or University events shall be forwarded to the President of the LUAA who with the assistance of the Director of Alumni Relations will begin the process for the nomination of the alumni representative(s) to the respective board, committee or event. The University shall, whenever possible, provide at least one month notice to the LUAA.
- 8.3. The LUAA Board and the Director of Alumni Relations shall jointly select speakers and volunteers for Convocation and other initiatives in/at which alumni will be represented. The LUAA board undertakes to encourage and solicit active participation from its membership at Convocation and other initiatives.

## **9. LOGO**

- 9.1. The University grants the LUAA license to use the name "Laurentian University - Université Laurentienne" and any trademarks of the University in connection with its programs and activities. The use of the University's name, logo and trademarks shall be in accordance with the standards issued by the University's Office of Communications and Marketing.
- 9.2. The University recognizes the right of the LUAA to freely use its designation, "Laurentian University Alumni Association".

## **10. LIABILITY INSURANCE**

- 10.1. The University currently maintains and keeps in force a comprehensive general liability policy provided by the Canadian Universities Reciprocal Insurance Exchange (CURIE). This policy provides liability insurance for all staff and

volunteers when acting on behalf of Laurentian University and shall also provide like coverage and directors liability coverage for all members of the LUAA Board of Directors, as well as LUAA Chapter and Committee members when acting on behalf of Laurentian University. Particulars of said coverage shall be provided to the LUAA board annually and or upon reasonable written request.

## **11. TERMS OF AGREEMENT**

- 11.1. No amendment to this agreement shall be valid unless made in writing and signed by both parties. No representations or agreements not incorporated herein, and no alterations or variations of the terms hereof, unless made in writing between both parties, shall be binding on either of the parties.
- 11.2. All official notices required under this agreement shall be given as follows:

Notice to University:  
Executive Director University Advancement  
Laurentian University  
935 Ramsey Lake Road  
Sudbury ON P3E 2C6

Notice to LUAA:  
To the last address held on record by the University for the President of the LUAA with a copy to the Alumni Relations Office

## **12. DISPUTE RESOLUTION**

- 12.1. Should a dispute arise as to the interpretation or application of any portion of this memorandum of understanding, the following process shall be utilized to resolve the dispute.
- 12.2. The President of the LUAA on behalf of the LUAA and the Executive Director, University Advancement, shall discuss the nature of the dispute and the issues and shall attempt resolve it in a mutually satisfactory manner. If a satisfactory resolution is not reached within thirty (30) days the matter shall proceed to the next step.
- 12.3. The matter shall be referred to the Chair of the Board of Governors of Laurentian University, who shall act as a mediator to facilitate settlement of the dispute. If the parties cannot agree on the appointment of the mediator, or if a satisfactory settlement is not reached within thirty (30) days of the matter being referred from step 12.1, the matter shall proceed to the next step;
- 12.4. The matter shall be referred to full and final binding arbitration by an arbitrator selected by reference from the ADR Institute of Ontario Inc. All costs associated with such arbitration shall be borne equally by both parties.

### 13. DURATION AND TERMINATION

- 13.1. This memorandum shall be subject to a mandatory joint review every three (3) years. In the interim it may be amended or reviewed at any time with the written consent of the parties. Any monetary undertakings or obligations made by one party in favour of the other, as outlined in Section 7, shall be honoured notwithstanding the termination of the agreement. If for any reason the LUAA is dissolved or liquidated during the term of this agreement or any renewal thereof, all accounts of the LUAA shall be transferred and held by the University in trust until a successor alumni organization is established.

Agreed and consented to in the City of Sudbury in the Province of Ontario this 23rd day of September 2013.

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Diane Mihalek  
President  
Laurentian University  
Alumni Association

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Dr. Robert Kerr  
Acting-President  
Laurentian University

#### Attachments

Schedule "A" Functions and Responsibilities - Director of Alumni Relations as Executive Director, LUAA

**Schedule A**  
**Functions and Responsibilities**  
**Director of Alumni Relations**  
**as Executive Director**  
**Laurentian University Alumni Association**

As "Executive Director" of the LUAA, the Director of Alumni Relations is accountable to the board of directors and is responsible to carry out the strategic plans and policies as established by the board of directors.

- Function
- Implement the strategic goals and objectives of the LUAA.
  - Working with the President of the LUAA, enable the Board to fulfill its governance function.
  - Give direction and leadership toward the achievement of the LUAA's philosophy, mission, strategy, and annual goals and objectives.
- Major Responsibilities
- Board Administration and Support. Supports the operations and administration of the Board by advising and informing Board members and interfacing between the Board and the University and its staff and administrators.
  - Program, Product and Service Delivery. Oversees design, marketing, promotion, delivery and quality of programs, products and services of the LUAA.
  - Financial and Risk Management. Works with the LUAA to develop yearly budgets for Board approval and prudently manages LUAA's resources within those budget guidelines according to current laws and regulations.
  - Community and Public Relations. Assures the LUAA and its mission, programs, products and services are consistently presented in strong, positive image to relevant stakeholders.
  - Special Events. Oversees planning and implementation of special events held by LUAA.
  - Human Resource & Volunteer Management. Effectively manages the human resources, including volunteers, of the LUAA in support of its objective