

## President's Guild Council Report July

**Prepared by:** Jesse Naylor Zambrano

**Covering Dates:** 20/7/21 - 13/8/21

**Submitted to:** July Guild Council

**Leave:** 4/8/21 (1 day)

### 1. Meetings

#### 1.1 Guild Meetings

Date	Meeting	Comments
20/7	Exec and PMs	Inquired about club attitude toward TidyHQ, uptake of Launch Event Grant, expanding access to free extra club voucher for O Day.
21/7	Finance and Risk Committee	Enquired about process to apply for SSAF beyond usual 50%
21/7	VC Sports Day Meeting	Meeting with Student Experience and Student Engagement to discuss VC's new Sports Day event. This event was scheduled without Guild consultation, and impacts the running of Guild Games.
22/7	Representation Board	
22/7	Curtin Student Guild Uni Survival	The Exec presented the Guild's <a href="#">O Week Seminar</a> , packed full of key resources for surviving your first semester.
22/7	Nyungar Artists Discussion	Working with Jess to commission a local Nyungar artist to paint FN Department mural
22/7	Legal Committee	Intended to make changes to Equity Collective constitutions to remedy overly formal structure alienating students. Due to high workload, work on this postponed.
23/7	International Student Overcharged Fees	Meeting to address case of students being overcharged fees and form plan of action
27/7	MD Contract Discussion	Met with Nika to seek guidance with motions to put to Guild Council to fulfil next step of MD Reappointment Procedure

27/7	Students as Partners Community of Practice	
28/7	Guild O Day	Ran FN Department stall promoting upcoming mural event and elections for FN Officer. Ran Campaigns stall, talking to students about Tuition Free rally in Week 4.
29/7	Guild Exec	
29/7	Guild Council	
30/7	Offshore International Students Speak Out!	Offshore International Students spoke to their experiences being stuck offshore with no info about when they could return.
3/8	Tuition Free Campaign Planning	Meeting with VPE to plan campaign to build Tuition Free Rally
5/8	Curtin Environmental Action Network (CEAN) Meeting	Meeting with student interested in activating CEAN. Concluded it was more appropriate for them to start a club.
6/8	MD Contract Negotiation Meeting	Seeking guidance from Nika about best practice for negotiating MD contract
9/8	VC Event Planning Meeting	Stadium team briefed Student Engagement and Student Experience on involvement in VC event
10/8	Activities Committee Meeting	Enquired about impact of Guild Council TidyHQ motion on club operations. Pitched 201 Architecture building Student Central idea.
11/8	Commercial Services Committee	
11/8	Tuition Free Week Stall	Talked to students about upcoming rally, both at Grill the Guild and down in Humanities
11/8	Student Meeting	Providing support to student interested in speaking at rally for the first time
12/8	PSC President x Guild President	Met our incredible new PSC President and Vice President, Hameed and Sofia! Gave Guild tour and discussed objectives.
12/8	Guild Exec Meeting	Making plans for ongoing Tuition Free

		campaign from Week 4-10
12/8	Clubs and Societies	Encouraged club committee members to speak at/support Tuition Free rally. Pitched 201 Student Central idea.
13/8	Student Meeting	Providing support to student interested in speaking at rally for the first time
13/8	NTEU x Guild Meeting	Campaign updates
13/8	MD Contract Negotiation	Negotiation with David about contract

### 1.2 University Meetings

Date	Meeting	Comments
20/7	Ways of Working Meeting	Met with Jayde Conway to discuss Cultural Sensitivity training for Guild Reps
26/7	VC Carnival Meeting	Met with Director Student Experience and Stadium team. Requested that if Guild support was wanted, appropriate Guild staff should be involved in planning ASAP
28/7	VC and Guild President Meeting	Asked why students were reporting many lectures were still online. Followed up about next stage of LFT consultation. Followed up on whether Curtin had decided to Return the Tuition Frees (They had not, but open to compromise). Raised intent to apply for more than 50% of SSAF. Raised need to pay Guild Officers more, especially Equity officers.
30/7	Student Mental Health Project	Uni staff requesting use of Concept Cafe as venue for their project launch
2/8	VP Corporate Relations Meeting	First of monthly meetings. Asked about Tuition Frees and possibility of turning Building 201 into a Student Central.
2/8	VC Sports Day Planning Committee	Tuned into university's planning committee meeting for upcoming VC Carnival
3/8	Respect. Now. Always. Steering Committee Meeting.	

## 2. Items of Significance

### 2.1 Learning for Tomorrow Consultation

Deans of each Faculty have been contacted to involve Faculty Representatives and VPE in each Faculty's development of a LFT 'Guidance Note'.

### 2.2 Semester 2 Learning Mode

At my 28/7 meeting with the VC, I raised that students were reporting a higher level of online lectures than expected based on the university's communications. They said that all the data they had access to indicated that most lectures were in person, and asked me to bring specific examples.

I question how the university could not know what kind of classes it is running. Last time the Guild brought specific examples, that feedback was used by the University to make teaching staff feel like they were being criticised by students. I clarified that we were asking for more resources and support to be provided to staff, to ensure that in person lecture options could be provided.

As we have been building the Tuition Free rally, I have not yet been working on gathering specific examples.

### 2.3 Bringing Campus Back to Life

#### 2.3.1 \$400 [Launch Event Grant](#)

Lachy (VPA) and I chatted with clubs on O Day to encourage them to take advantage of the grant. The requirements were also relaxed to facilitate more clubs accessing this. So far, 22 clubs have accessed \$6.8K of the \$15K available for these grants. I look forward to hearing about how these events went, and preparing our report to the university to advocate for this funding to become an annual fixture.

#### 2.3.2 Room Bookings

We have been advocating for clubs to access more spaces on campus more easily. On the University side of things, clubs now have easier booking access to a room in 410. We are still looking to gain access for Club Committee members to book through [Resource Booker](#) themselves by the end of 2021.

On the Guild side of things, we have been working to make more of our spaces available to clubs. Where STA Travel used to be, we have now created [Meeting Room @ Central](#), which is easily [bookable](#) by clubs through the Guild website. This space is perfect for committee and planning meetings, fitting up to 16 people seated.

I have followed up about setting up a meeting to discuss clubs being able to fundraise in Curtin venues. We are waiting to hear from the Director of Student Experience, who is currently on leave.



### 2.3.3 Student Spaces on Campus

The final point we advocated for on the Bentley Campus Activation Working Group is more club spaces and student spaces on campus. Since my last report, I have been working on a strategy to keep advocating on this front.

It has been [announced](#) that Curtin Library will be closed in 2022. Students are understandably upset at losing this key resource. Various spaces around campus are being transformed into study spaces to continue to provide library services on campus, including Building 201 the Architecture Building.

201 has been used to house the School of Design and Built Environment, but this is being moved to the new DBE building in the exchange precinct. The entirety of 201 is being re-fit to accommodate the demands of library use. I advocated for there to be student/club rooms in the building, but was told the entire thing is being used for study spaces.

Building 201 will be vacant once it is no longer needed for library purposes, but it is a protected building which cannot be demolished. This means Curtin will be looking for a purpose for it. Since Building 201 will be inhabited top to bottom by students in 2022, I propose that once the library refurbishment is done, the building be handed over to the Guild to be run as a Student Central. This would allow for club common rooms, student socialising and study spaces, and more.

Curtin is basing its competitive advantage on being a hands-on university with a thriving campus culture. I think this proposal lines up with the university's strategy and would set it apart from competitors. I pitched the idea to club committee members on 12/8, where many were in support of such an idea! I am currently in the process of ironing out the details and strategy for advocating for this idea.

### 2.3.4 Activating the Guild Precinct

At the beginning of my term, I put plans in place to spruce up the Guild Precinct and make it a more attractive space for students to spend time in. These are finally close to coming to fruition, after getting through the university's tedious approval processes. Changes to the Guild Precinct include repainting the walls and floor in the Guild Courtyard with brighter colours, new colourful furniture, a mural and signage to bring attention to the Equity Space. All going well, this should be finalised by the end of the Week 7 tuition free.



With the library at reduced capacity and closing next year, I think it's important that we make the Guild a new hub of student activity.

I have asked that Clubs HQ be opened up during the day, allowing students to study and hang out there. We are looking at solutions for making students aware of when they need to clear out because the space is booked. I think this will help activate the precinct, and put Clubs HQ and the

events that happen there on the map for students. STA Travel has been made accessible to clubs for booking.

I have asked for the remaining spaces, like the old bookshop, to be appraised to see how they could be opened up for student access.

## 2.4 Return Tuition Free Week



At my last meeting with the Vice Chancellor, the DVC Academic said that she thought 1 tuition free week in the middle of semester was plenty. This affirmed the need for Curtin's Senior Executives to be re-connected with the perspectives of ordinary students. I'm grateful for the NUS' National Week of Action, which prompted this rally to be organised, and has worked out to be perfect timing.

Since my last report, much of my time has been spent organising and building the [Speak Out to Return Our Tuition Free Weeks!](#) Rally. It was launched at O-Day, and we've been able to have posters up on campus beginning Week 2. We've run one stall 11/8 with another planned for 17/8. So far running these stalls has been a pleasure, finding overwhelming support from students and staff for fighting back against this. At the time of writing, the Facebook event has 29 people going and 52 interested.



I've taken a more community organising based approach with this campaign, focusing on building relationships within the student community and engaging normal students from all walks of life as speakers and attendees. I've been able to gather speakers from most faculties, international and postgraduate students, mature age and regional and remote students, and clubs on campus. I have been setting up one-on-one meetings to provide support and guidance to first time student speakers.

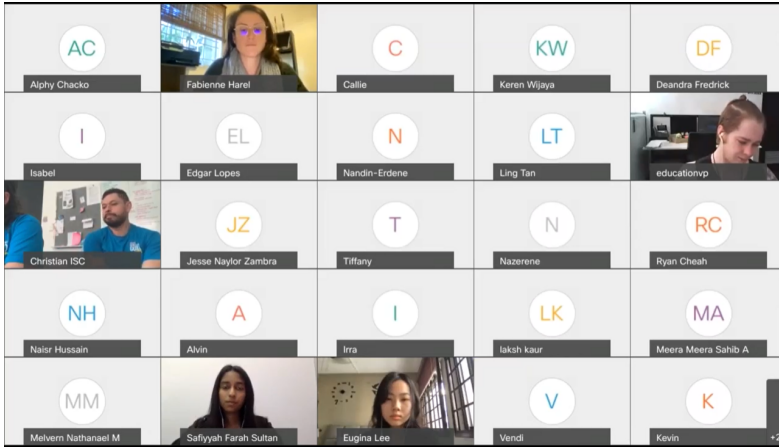
The goal of this rally is to have students share their experience and demand change at the door of Curtin's decision makers. The rally is on 18/8, and I am meeting with the VC on 20/8. We will continue organising students after this rally, building towards an action in week 10, which is when we would have had a tuition free week if it hadn't been removed.



Chatting with students stalls has also helped to refine our talking points for the digital information campaign. On social media, we have been highlighting the impact of the lost tuition free on [academic performance](#), [wellbeing](#) and campus culture. We also explained [why these changes were approved](#), and our proposed solution.

The purpose of this information campaign is to build understanding and investment amongst the student body for why we need to rally and speak out on Wednesday. So far these have had good engagement and many students I talked to at stalls learned about the issue through our social media channels.

## 2.5 Offshore International Students Speak Out!



The Speakout went ahead with over 40 students attending from 12 different countries. You can watch the entire thing [here](#).

We have compiled the feedback students gave and sent it to the Vice Chancellor, as I told her I would at our last meeting.

Internally at the Guild, we are working to create our advocacy points that we can provide to reps so that we are advocating for these students in our meetings. We also hope to close the loop with students who participated soon.

After receiving feedback that Offshore International Students felt isolated, and also discussions at Guild Online O Day, we have started looking into how we can greater include these students in club and Guild communities and activities. Discord servers and online events are looking to be a key strategy here.

## 2.6 Election Information Campaign

One of my goals this year was to improve engagement in the Guild Elections by increasing students' sense of belonging to the Guild and investment in its work.

During the holidays we planned an election information campaign to roll out in August, which would outline what each of the Guild representatives did. This was to inform and encourage students to run for these positions. You can see [my video on the Guild President role](#) here!

Even if students didn't end up running, I hope that raising the visibility of the work reps do will prompt more students to care about who gets elected and come down to vote.

Other initiatives to increase engagement with elections include having a Democracy Sausage Sizzle at the voting venue 2 out of the 4 polling days, having 'I Voted' stickers again.

## 2.7 Remuneration Tribunal

Submissions have been received for the remuneration tribunal, and the tribunal has set a time to convene. We are delayed, as it is ideal to finalise the Remuneration Tribunal's determination before nominations open on 16/8. I am aiming to finalise the determination before the 9th of September. This means when students are informed of any changes, they can still withdraw if they don't like them.

At my last meeting with the VC, I did advise her that I thought remunerated hours for representatives should be increased. Reps are doing huge amounts of valuable work for the community, but consistently racking up overtime due to the workload required. To ensure the Guild

can continue to provide these services fairly and sustainably, I flagged with her that I would be advocating for an increase in funds allocated to paying representatives. I also raised that I thought this funding should come from the Guild receiving a greater than 50% share of the SSAF.

## 2.8 SSAF Proposals

With less than 4 months remaining in my term, plans are already being drawn up across Curtin for next year. The time to propose initiatives or projects is now.

I have been developing my understanding of what the SSAF is and its history (see [Dylan and my NUS Edcon Presentation](#) for more info).

I am hoping to look at the services Curtin provides with the 50% of the SSAF it receives, and assess which of these could or should be run by the Guild. When 100% of student money went to the Guild back in the 70s/80s, we ran many more student services such as accommodation, theatre and cinema, post office, food markets and so on.

When funding to student unions was vastly reduced, the University bought or took over many of those services. Today, the Guild sets the standard and benchmark for carrying out and reporting on SSAF expenditure. This indicates to me that we are better equipped to spend student money efficiently, transparently and generate greater benefit to more students.

I would like to see the Guild grow sustainably in the future, and take back some of the services it used to run. The first initiatives to kick off this effort are projects I've already outlined - increasing remunerated hours for reps and a Guild Student Central.

## 2.9 Assorted Guild Work

- **First Nations Representative:** Ilona McGuire was elected FN Representative and is currently in the process of being onboarded to the role! The FN Department's event [First Nations Department Mural Brainstorm](#) is going ahead this Wednesday.
- **Curtin Counselling:** I have advocated for Curtin to not only fund Curtin Counselling, but look at its approach to Teaching and Learning and minimise the root causes of stress and burnout. As the Tuition Free campaign is a Welfare campaign, it [mentions](#) the Curtin Counselling issue and folds in this messaging.
- **Managing Director Contract Negotiation:** I met with the Guild Executive and gathered guidance from them going into negotiations. I also met with Nika to receive guidance on best practice when negotiating a contract. I have met with David the Managing Director to negotiate the terms of his contract. I hope to finalise this by 19/8 and submit a motion to the August Guild Council.

## 3. Use of Delegated Powers

N/A



#### 4. TLDR

Have been busy engaging the community to build the Tuition Free rally. Education matters are ticking along. I have been strategizing and building support for forward looking initiatives that will set the Guild up for success in future years, such as a Guild Student Central, improved pay for representatives and a greater share of the SSAF. I am continuing to work on internal Guild admin, like negotiating the Managing Directors contract and convening the Remuneration Tribunal.

Thanks for reading!

Jesse Naylor Zambrano  
President  
Curtin Student Guild

# Vice President – Education

Report #8  
Bridge Truell

Meeting date: 19/8/21

Date submitted: 17/8/21

## 1. University Meetings

Date	Meeting	Comments
2/8/21	Statistical Delivery Working Party	As this working party approaches the point of dissolving and splitting into four separate groups for each School within the Faculty of Health Sciences (Medicine, Allied Health, Nursing & Population Health), we met to discuss the project's current largest barrier: funding & staff. Overhauling units at this scale is a significant undertaking and working party members suggested that dedicated staff would need to be allocated for this process if Curtin wishes to redesign these units internally (quoting prices for external unit design at approximately \$25k per unit with an anticipated 14 units needing to be designed). At this stage, the leads of the working party were putting plans back out to the Schools for further feedback and the working party will be reconvened when this process is complete and appropriate resourcing has been further established.
3/8/21	Courses Committee Meeting	
3/8/21	Respect Now Always Steering Committee (RNA SteerCo)	

10/8/21	Learning and Student Experience Committee (LSEC)	This meeting of LSEC provided the chance for some really great conversations, including around hurdle requirements and the university's interest in moving away from them (where not required for accreditation). There was also robust discussion around teaching conditions and workload, within the context of Curtin's upcoming Enterprise Bargaining Agreement (EBA) negotiations.
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## 2. Guild Meetings

Date	Meeting	Comments
23/7/21; 29/7/21; 6/8/21; 12/8/21	Guild Executive Committee Meeting	
23/7/21	International Students Overcharging Issue	Last month, both Cristian as our International Student Committee President and our Student Assist service identified a few international students who had been significantly overcharged on the tuition fees they'd initially been quoted. We met to discuss the communications that'd been received at that point and the best way to proceed. Jesse raised this issue to the VC at their next meeting and while we believe many of the affected students have been contacted and the oversight corrected, we understand the issue is still ongoing and will continue to monitor it.
29/7/21	Guild Council	
4/8/21	Higher Education Meeting	

## 3. Other Meetings/Activities

Date	Meeting	Comments
22/7/21	Curtin Student Guild Uni Survival Guide Orientation Session	Jesse, Dylan, Fatma and I ran another round of the Guild's Uni Survival Guide sessions for Semester 2 O-Week.
22/7/21	Embedding SDGs in Teaching and Learning	Lynndy Lee and Jack McCarthy are two staff members from LITEC who are currently working on a project to identify existing unit learning outcomes that align with the UN SDGs and ways to further implement ties to the SDGs in the Curtin curriculum. This project is still in its early stages so this meeting was primarily to touch base and ensure the Guild were aware of LITEC's efforts in this area.
27/7/21	Students as Partners Community of Practice (SaPCoP)	
28/7/21	Guild O-Day	Another O-Day has come and gone! Despite the rain and the expected smaller attendance of Semester 2's O-Day, it still felt like we had extremely good engagement on the day. I primarily helped out on the Education stall with the Fac Reps and had some great conversations with new students, particularly around ongoing online learning and the reduced tuition free weeks.

30/7/21	Offshore International Students Speak Out	<p>Jesse and Cristian organised this online speak out to allow travel restricted international (TRI) who are (or would otherwise be) enrolled internally at Curtin's Bentley campus but due to COVID-19 restrictions are currently unable to travel to Perth. International students are already subjected to some extremely difficult study conditions outside of a global pandemic, but are currently facing a new set of barriers (both literal and metaphorical) to the education they signed up for and are still paying for. Additionally, as these students are currently off-campus and scattered around the world, their chances to speak out about these issues and have their voices heard have been limited, so this event was organised and I jumped in to help moderate the chat. It was an incredibly powerful event and the stories shared there will go on to inform the Guild's efforts in this space.</p>
4/8/21	Curtin International Presentation to the Vice-Chancellor	<p>A group of the main project leads from Curtin International met with the VC to present on their various projects and initiatives. Due to my involvement in the Curtin International Student Leaders group and upcoming global summit, DVC-I Seth Kunin asked me to present on these projects and the importance of student-led initiatives in this area.</p>

5/8/21	Facilitating Effective Conversations	I approached SaP project lead Kat Clements a while ago about scheduling an upskilling session for our Guild OBs on workshop facilitation, group brainstorming, and related skills after attending a workshop she had designed and facilitated. This session was a great opportunity to improve our workshop facilitation skills, and if anyone's interested in accessing the materials from this session, please feel free to contact me.
5/8/21	Monthly Students as Partners Catch-up	
6/8/21	Student Voice Australia (SVA) Operational Group Meeting	

#### 4. Other Projects/Developments:

- Semester 2 O-Week took place from July 19<sup>th</sup>-23<sup>rd</sup> and I took part in the delivery of two Friend Speed Dating sessions with Lachy.

5. Travel: N/A

6. Leave: N/A

# Vice President - Activities Report

Guild Council Meeting #8/2021

## Meetings

Date	Meeting and Notes
23/7	- Exec meeting – Club renewals
28/07	- O-Day
29/07	- Tidy HQ Discussion
3/8	- Health and Safety Committee
4/8	- Higher ed - Clubs X VP-A meeting
5/8	- Events x VP-A - Women's Department event discussion
6/8	- Optus Stadium Visit - Exec Club renewals - Remuneration Tribunal Submissions Due
10/8	- Activities Committee
12/8	- Exec - Clubs and Societies
13/8	- Clubs x VP-A Catchup - Guild Games Discussion

## O-Day

O-Day progressed nicely, future VP-A's should endeavour to ensure that reps who sign up to a stall have plans to actually staff them. As this results in empty stalls. I spent some time promoting the club grant to clubs, and promoting the new Tav merch, more on that later.

## Clubs Grant

We've had a big spike in applications for the grant, partially due to the rapidly approaching deadline. We have been able to steadily relax the list of requirements on this grant, which has also assisted clubs in getting their applications sorted. I have begun working with Shelley to get the raw data to start preparing the report for the University on why we should continue to get this grant. I am hoping to frame it not only around the immediate benefits of the grant, but also the continual benefits that will stretch into the future for clubs having received this cash infusion.

## Room Bookings

We have unveiled the new bookable spaces for the clubs, but are predominately using the medical space to suit for last minute bookings/bookings when we don't have space anywhere else, as this will help for clubs who are caught without a room for any reason.

Regards,



LACHLAN LEE  
HE/HIM [learn about pronouns](#)  
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I will be working Tuesday to Friday from 9 am to 4pm I may be slow to reply or unavailable outside of these times.

I acknowledge that Curtin University is on the lands of the Whadjuk people of the Noongar nation. This land is stolen land and was never ceded. I pay my respects to their elders past and present.



## Secretary

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### August 2021 Guild Council Report

23/07	Exec Meeting – Club Renewals
27/07	MD Contract Discussion
6/08	Exec Meeting – Club Renewals
10/08	Activities Committee
10/08	Budget Reworkings Discussion
11/08	Commercial Services Meeting
12/08	Exec Meeting
12/08	Clubs and Societies Meeting
17/08	Two Representative Inductions
17/08	First Year Committee Meeting
17/08	Budget Finalisation
18/08	Representative Induction

#### **Remuneration Tribunal**

I have been providing administrative support in establishing the Remuneration Tribunal, including preparing motions, contacting relevant parties for their nominees, distributing emails to representatives and contacting reps to encourage the submission of feedback.

#### **Managing Directors Contract**

Excluded for confidentiality reasons.

#### **Guild Council Preparation**

I have spent hours in consultation with David and other relevant professional staff members regarding impacts of Guild Council motions and clarifying aspects of governance particular relating to (but not limited to) the items submitted to Guild Council. This also included a briefing with the Chair of Guild Council.

#### **Nominations**

Opening nominations for vacancies in the First Nations Officer, PSC President and Committee, ISC President and Committee and First Year Committee. Many of these representatives have now been onboarded and are commencing their roles officially.

Opening these nominations included creating forms, having emails sent out, organising onboarding forms and relevant documents whilst also communicating with the relevant representatives. During this process, I also progressed with the creation of helpful procedure documents on how to run this process for future secretaries and returning officers to use.

New representatives appointed to positions in this round of nominations are:

PSC President	Hameed Mohammed
PSC Vice President – Coursework	Sofia Gonzalez Torres

PSC Secretary  
First Nations Officer  
FYC Health Sciences Rep

Katie Oakley  
Ilona McGuire  
Nethu Hitihamu

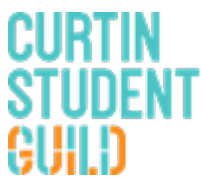
I will be looking to open another round in the coming weeks.

### **Routine Tasks**

I have been completing my routine tasks of:

- Approving creditor payments weekly
- Approving payroll payments fortnightly
- Processing reimbursements
- Processing leave forms
- Checking and following up with timesheets
- Processing resignations
- Filling vacancies in positions
- Addressing representative complaints
- Collecting items for agenda
- Preparing, compiling and consulting on agenda documents including Representation Board, Guild Council, Commercial Operations Committee, First Year Committee, Activities Committee, Legal Committee, Clubs and Societies and Executive Committee
- Distributing documents and reminders relating to meetings
- Taking minutes
- Chairing relevant meetings
- Updating documents that become outdated as a result of these tasks
- Addressing ad-hoc representative questions and requests
- Regularly meeting with members of staff to confirm processes and regulations and relay information from meetings
- Preparing documents for consultations, onboarding and data registers as needed

Sustainable Regards,



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**My work hours are Tuesday – Thursday 9am – 5pm and Friday 9am – 2pm. I may be slow to respond outside of these times.**

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**Motion: Safety Report**

Action: That the Guild Council discusses the Safety Report.

Motion: That the Guild Council notes the Safety Report.

Moved: Fatma Sehic

Seconded: Jesse Naylor Zambrano

**Performance:**

- Safety inspections conducted on time (as % of planned inspections):
  - 70%
- Workers compensation claims (as hours of paid compensation over the past 12 months):
  - 0 Hours

**Incidents and Hazards:**

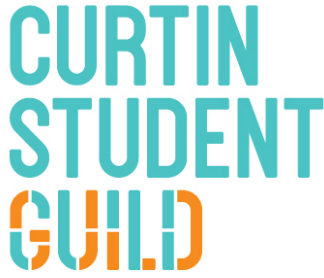
No incident or hazard reports to note since the last council meeting.

**General Safety Update for the Month:**

- Review of the Guild's current safety systems with regard to contractor management and events has been undertaken and assisted by (at the time) Curtin University Health and Safety Director (Quentin Hearn).
- Portfolio Managers have been made aware of their safety obligations and what this means in practice for their role.
- Contractor checklist provided to Portfolio Managers for review and feedback.
- Fire Equipment 6-monthly service completed.
- Half of the Guild staff First Aid Training sessions have been completed for employee development.

**Confidentiality:**

Open



## Student Guild of Curtin University

52<sup>nd</sup> Guild Council – Meeting #8

To be held at 6pm on Thursday the 26<sup>th</sup> of August 2021

In 100.301

### **Motion: Amending NUS Referendum Motion**

Motion: That the Guild Council amend Circular Resolution #4/2021 in order to meet the contractual requirements with the NUS of holding a referendum.

The proposition now being: "Do you agree that the Curtin Student Guild should remain a member of the National Union of Students Incorporated".

The referendum is to run in accordance with the Guild Statute Book and NUS Regulation 7 as determined by the Managing Director and Returning Officer as appropriate.

Moved: Dylan Botica

Seconded: Fatma Sehic

### **Background:**

Please see attached for a letter of legal advice from the solicitor.

### **Confidentiality:**

Open

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**HOTCHKIN HANLY**

**L A W Y E R S**

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OUR REF: LKL:MH1:20217423 DOC: 1339946

YOUR REF:

18 August 2021

David Luketina  
Curtin Student Guild  
GPO Box U1987  
PERTH WA 6845

**BY EMAIL**  
**[D.Luketina@guild.curtin.edu.au](mailto:D.Luketina@guild.curtin.edu.au)**

Dear David

### **MEMBERSHIP OF THE NATIONAL UNION OF STUDENTS**

You have instructed us that the Guild is considering suspending its membership of the National Union of Students (NUS) for the calendar year 2022. You have asked us to advise about the following questions:

- 1 Does the Guild have the legal right to suspend its membership of the NUS for a year?
- 2 If no to 1, and the Guild wanted to achieve the same outcome by ceasing to be a member of the NUS in 2022, and to seek to re-join in 2023, what process would the Guild need to undertake to cease to be a member?

Our advice on these two questions is set out below under the corresponding headings.

#### **1 Suspension of membership**

The NUS is an incorporated association established under, and subject to, the *Associations Incorporation Act 1991* (ACT) (**AI Act**). Under section 16(c) of the AI Act, an incorporated association may adopt as its rules either the model rules or rules other than the model rules, that comply with section 32. The model rules are defined in the Dictionary to the AI Act as the rules prescribed under section 127(2)(a). The *Associations Incorporation Regulations 1991* (ACT) (**AI Regulations**) prescribes the model rules. These are contained in Schedule 1 to the AI Regulations.

In the case of the NUS, it has elected not to adopt the model rules, but rather to adopt other rules. The instruments adopted by the NUS for the purpose of the AI Act are, in order of priority, a Constitution, Regulations and By-Laws (the provisions of which are referred to by the letters C, R and B respectively). Under the Constitution, National Conference may make Regulations by

resolution passed by a three-quarters majority of votes cast (C17.1) and By-Laws by resolution passed by a simple majority of votes (C18.1).

Part 3 of the Constitution is headed '*Membership*'. Within Part 3, C7 provides that: '*Admission to membership is governed by the regulations*' and C11 provides that '*Cessation of membership is governed by the regulations*'. There is no provision in the Constitution, however, providing for suspension of membership. Part 2 of the Regulations is headed '*Membership*' and Division 1 is headed '*Member Organisations*'. Relevantly, within Part 2, Division 1, there are provisions regarding Admission by Referendum (R3), Admission by Resolution of Governing Body (R4) and Cessation (R7). These are discussed in the next section. As with the Constitution, however, the Regulations do not provide for suspension of membership. The By-Laws contain no provisions regarding membership matters, including suspension of membership.

In our opinion, question 1 should be answered 'no'. The Guild does not have the legal right to suspend its membership of the NUS for a year

## **2 Process to cease membership**

The starting point is to understand the Guild's powers in relation to its membership of the NUS, including the cessation thereof. Section 9 of *Statute No. 4 – Student Guild (Statute No. 4)* made by the Council of the University under section 44 of the *Curtin University Act 1966 (WA)* provides that the Guild Council is the governing body of the Guild and may do all such acts and things as it may think best calculated to promote the interests of the Guild. Under section 10 of Statute No. 4 the Guild Council is empowered to make, amend and revoke Guild regulations that are either required or permitted to be prescribed by Guild regulations, or are necessary or convenient to be so prescribed, for the Guild to perform any of its functions under Statute No. 4.

We have reviewed the Guild's regulations and by-laws and none contains any provision that expressly regulates the Guild's membership of the NUS or any other like organisation. That being the case, the admission to, or continuation or cessation of, the Guild's membership of the NUS is a matter for the Guild Council, as the governing body of the Guild, to consider and address in the exercise of its power under section 9 of Statute No. 4 to do all such acts and things as it may think best calculated to promote the interests of the Guild. The Guild Council's power in that respect is subject to the Referenda provisions contained in Part 4 of the *Student Guild (Election and Referenda) Regulations 2018 (SG(ER) Regulations)*. Within Part 4, regulation 54 provides that the results of a referendum under that Part '*shall be binding on the Guild Council*'. Under regulation 48(1) a referendum may be called by the Guild Council by a resolution passed by an absolute majority. Alternatively, under regulation 48(2) of the SG(ER) Regulations, a referendum must be called if the Managing Director receives a requisition signed by not less than ten percent of all Guild members.

As seen above, under the NUS's Regulations, a student organisation such as the Guild may admitted as a member either by the student organisation holding a referendum that is passed by a majority (R3) or by the governing body of the student organisation passing a resolution by an absolute majority (R4). We do not have instructions concerning the manner in which the Guild was admitted as a member of NUS, nor whether the resolution or referendum satisfied the requirements of R3 or R4 as the case may be. If, for example, the Guild was admitted under R4 on the basis that the Guild Council had resolved to join the NUS, but the resolution of Guild Council was not passed by an absolute majority as required by R4, then arguably, the Guild's membership of the NUS and, if this position was put to, and accepted by, the NUS, the Guild would no longer be a member and would

be able to achieve the outcome it is considering simply by not seeking to be re-admitted until 2023. We recommend, therefore, that you investigate the manner in which the Guild became a member of NUS and, if there is any apparent non-compliance with R3 or R4 as the case may be, we would be pleased to provide further advice.

Assuming, however, that there was no defect in the Guild's admission process under R3 or R4, the question remains, what process must the Guild undertake to cease its membership? As you pointed out in your email of instructions, R7 - which is headed 'Cessation' - provides that a member organisation only ceases to be a member organisation if the member organisation holds a referendum that complies with the detailed procedure specified in R7 which resolves by a simple majority of voters not to maintain membership. There is no material inconsistency between the referendum procedure specified under R7 and the referendum procedure which the Guild Council is empowered to initiate by a resolution passed by absolute majority under SG(GC) Regulations. In other words, the process which R7 requires member organisations to undertake to cease membership is one that the Guild, through the Guild Council initiating a referendum, has the capacity to undertake.

It is noted that, unlike admission to membership (R4), there is no corresponding provision in the NUS Regulations for the Guild to cease its membership by resolution of the Guild Council as its governing body. We do not consider that this disparity invalidates the NUS's process. In this respect it is important to note that C9.5 provides that under section 48 of the AI Act, the Constitution is an enforceable contract between NUS and each member. Even if the Guild was admitted to membership by a resolution of Guild Council under R4, the absence of a corresponding provision for the Guild to cease membership by resolution of the Guild Council cannot be the subject of complaint, because the Guild freely entered into and is bound by the Constitution as a contract, regardless of whether the contract might be seen to operate unreasonably or harshly.

For all of the above reasons, therefore, in our opinion R7 is conclusive, and the only way the Guild can cease to be a member in 2022 is if Guild Council resolves, by absolute majority, to hold a referendum in accordance with R7 that then passes the requisite resolution not to maintain membership of the NUS in 2022.

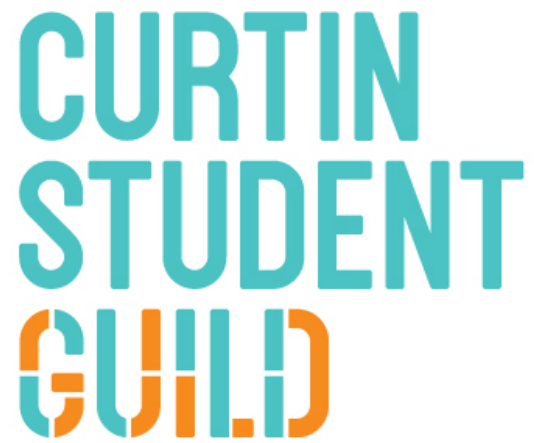
Please do not hesitate to contact myself or Lucy Ledger of our office if you have any further questions.

Yours sincerely

**HOTCHKIN HANLY**



Mark Hemery  
Partner



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**EXECUTIVE EMPLOYMENT AGREEMENT**

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This Executive Employment Agreement is dated the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**BETWEEN:**

**THE STUDENT GUILD OF CURTIN UNIVERSITY (ABN 67 931 778 069)** of Curtin University, Kent Street, Bentley WA 6102 (**Employer**)

and

**DR DAVID LUKETINA** of 31B Rintoul Loop, Booragoon WA 6154 (**Executive**)

**BACKGROUND**

- A. The Employer has decided to extend the appointment of the Executive's role as Managing Director.
- B. The Executive has agreed to accept the extension of the position with the Employer.
- C. The Employer and the Executive agree that the remuneration and benefits to which the Executive is entitled pursuant to this Agreement are, in part, consideration for the Executive agreeing to accept the office of Managing Director of the Employer from the Commencement Date.
- D. The Employer and the Executive have reached agreement as to the terms and conditions which will apply to the Executive's employment with the Employer.

**OPERATIVE PROVISIONS**

**1. DEFINITIONS & INTERPRETATION**

**1.1 Definitions**

In this Agreement:

- (a) **Agreement** means this employment agreement;
- (b) **Base Salary** means \$185,000.00 per annum;
- (c) **Business** means the Employer's business of providing goods and services to students, staff and others at Curtin University (whether on or off campus);
- (d) **Closure Period** means the annual period that the Guild is closed that includes at least 6 week days. Christmas Day, Boxing Day and the following New Years Day fall within the closure period. The annual closure period for 2021/22 is currently Saturday 25 December to Monday 3 January, and for 2022/2023 is Saturday 24 December to Monday 2 January.
- (e) **Commencement Date** means 2 October 2021;
- (f) **Confidential Information** includes information about the Employer's business, products and services (including future products and services), financial

information, pricing, terms of trade, suppliers and customers, contracts and arrangements, plans, strategies and forecasts, research and development information, and any other information designated as confidential by the Employer;

- (g) **Contract Year** means successive periods of 12 months during the term of this Agreement, with the first commencing on the Commencement Date;
- (h) **Customer** means:
  - (i) any person who was a customer of the Employer at the expiry or earlier termination of this Agreement;
  - (ii) any person who was a customer of the Employer within the six months immediately preceding the expiry or earlier termination of this Agreement; or
  - (iii) any person that was a source of referrals for new customers, projects or business opportunities for the Employer within the six months immediately preceding the expiry or earlier termination of this Agreement;
- (i) **ECA** means the Curtin Student Guild Employee Collective Agreement (Enterprise Agreement)
- (j) **Employee** means:
  - (i) any person who was an employee of the Employer at the expiry or earlier termination of this Agreement; or
  - (ii) any person who was an employee of the Employer within the six months immediately preceding the expiry or earlier termination of this Agreement;
- (k) **Intellectual Property** includes all discoveries and intellectual property rights (including, without limitation, all copyright, designs, trademarks and patents) of any nature in any inventions, designs, works, computer programs, processes created, developed or generated by the Executive:
  - (i) whether alone or with others (including the Employer's other employees, contractors or agents) for the use of the Employer;
  - (ii) without limiting the generality of clause (i), during work hours, on the Employer's premises or using the Employer's resources (including Confidential Information); and
  - (iii) without limiting the generality of clauses (i) and (ii), in the course of the Executive's employment,

or which are along the lines of the actual or anticipated business, work or investigations of the Employer;

- (l) **Premises** means the Employer's offices located at Building 106, Curtin University, Kent Street, Bentley WA 6102;
- (m) **National Employment Standards** has the meaning given to it in the *Fair Work Act 2009*;
- (n) **Position Description** means the Executive's position description attached at Schedule 1 of this Agreement;
- (o) **Restrained Activities** means all or any of the following:
  - (i) being directly or indirectly engaged, concerned or interested in any enterprise, corporation, firm, partnership, trust, joint venture or syndicate which is engaged, concerned or interested in or carrying on any business the same as or substantially similar to or in competition with the Business;
  - (ii) performing the same as or substantially similar to the Business for any customer of the Employer;
  - (iii) directly or indirectly canvassing, soliciting or enticing (or attempting to canvass, solicit or entice) away any Customer of the Business;
  - (iv) directly or indirectly canvassing, soliciting or enticing (or attempting to canvass, solicit or entice) away any Supplier of the Business; or
  - (v) directly or indirectly canvassing, soliciting or enticing (or attempting to canvass, solicit or entice) away any Employee of the Company;
- (p) **Restrained Area** means each of the areas described below separately:
  - (i) within a 30 kilometre radius of the Premises;
  - (ii) within a 20 kilometre radius of the Premises; or
  - (iii) the suburb of Bentley;
- (q) **Restrained Period** means each of the periods described below:
  - (i) six months;
  - (ii) four months; or
  - (iii) two months;
- (r) **Supplier** means
  - (i) any person who was a supplier of the Employer at the expiry or earlier termination of this Agreement; or

- (ii) any person who was a supplier of the Employer within the six months immediately preceding the expiry or earlier termination of this Agreement.
- (s) **Term** means the period commencing on the Commencement Date and finishing on 31 December 2024.

## 1.2 Interpretation

- (a) Reference to:
  - (i) one gender includes the others;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) person includes a body corporate;
  - (iv) party includes the party's executors, administrators, successors and permitted assigns;
  - (v) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
    - (A) that Statutory Provision as amended or re-enacted from time to time;
    - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
    - (C) another regulation or other statutory instrument made or issued under that Statutory Provision;
  - (vi) money is to Australian dollars, unless otherwise stated.
- (b) **Including** and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (d) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- (e) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- (f) Where the additional clarity is needed beyond that provided in this agreement, the **ECA** shall be used to provide guidance.

### **1.3 Parties**

- (a) If a party consists of more than one person, this Agreement binds each of them separately and any two or more of them jointly.
- (b) An obligation, representation or warranty in favour of more than one person is for the benefit of them separately and jointly.
- (c) A party, which is a trustee, is bound both personally and in its capacity as a trustee.

## **2. APPOINTMENT AS MANAGING DIRECTOR**

### **2.1 Position**

The Employer appoints the Executive, and the Executive accepts the appointment, as Managing Director of the Employer.

### **2.2 Location**

- (a) Subject to clause 2.2(b), the Executive will be predominantly based at the Premises. The Executive acknowledges and agrees that the Executive may be regularly required to travel away from that location in order to effectively carry out the Executive's duties.
- (b) The Employer reserves the right to change the Executive's place of work to enable the Executive to more effectively carry out its duties. The Employer will give the Executive at least four weeks' notice of such change.

### **2.3 Duration**

Subject to clause **Error! Reference source not found.** and earlier termination in accordance with the provision of this Agreement, the Executive will be appointed for the Term commencing on the Commencement Date. For clarity:

- (a) Any accrued benefits under the current contract of employment between the Executive and the Employer will be preserved.
- (b) The Executive's service period for the purpose of any clauses that relate to a service period will be calculated from 27 February 2017, and not the Commencement Date.

## **3. DUTIES AND ACCOUNTABILITY**

### **3.1 Duties**

- (a) The Executive will be responsible for the matters listed in Schedule 1 to this Agreement.
- (b) The Executive will report and be accountable to the President of the Employer or any other person nominated by the Employer from time to time.

- (c) In performing the Executive's duties, the Executive must:
- (i) serve the Employer faithfully and diligently and exercise all due skill and care;
  - (ii) act in the best interests of the Employer at all times;
  - (iii) avoid all conflicts of interest and otherwise refrain from acting or giving the appearance of acting contrary to the interests of the Employer;
  - (iv) use the Executive's best endeavours to protect and promote the Employer's good name and reputation; and
  - (v) report all things of which the Executive becomes aware, that are relevant to the Employer's interests.

### **3.2 Compliance**

In performing the Executive's duties, the Executive must observe and comply with all duties imposed on the Executive by operation of law, including fiduciary duties and those duties outlined in the *Corporations Act 2001* and any listing rules (if applicable).

### **3.3 Hours of work**

- (a) The Executive's standard hours of work are 37.5 hours to be worked Monday to Friday, together with such reasonable additional hours, including at weekends or during holidays, as are reasonably necessary for the proper performance of the Executive's duties.
- (b) The Executive will not be entitled to additional remuneration for work performed outside the Executive's standard hours of work
- (c) The Executive and Employer may agree in writing to reduced standard hours of work. Remuneration and entitlements shall be calculated on a pro rata basis.
- (d) Any agreement under 3.3(c) can be terminated by either party with 28 days notice or, if the Executive and the Employer agree – at any time.

## **4. REMUNERATION**

### **4.1 Base salary**

- (a) The Employer will pay the Executive the Base Salary. Payment of Base Salary will be made fortnightly to a bank account nominated by the Executive.
- (b) Subject to clause **Error! Reference source not found.**, the Base Salary will increase on each anniversary of the Commencement Date in accordance with the table below:



<b>Date</b>	2 October 2021	2 October 2022	2 October 2023	2 October 2024
<b>Base Salary</b>	\$185,000.00	\$189,500.00	\$194,000.00	\$198,500.00
<b>Percentage Increase</b>	2.78%	2.43%	2.37%	2.32%

#### 4.2 Superannuation

- (a) The Executive is required to nominate a complying superannuation fund. If no such nomination is made, the Guild agrees to make superannuation contributions into the nominated default fund (currently UniSuper)
- (b) In addition to the Base Salary, contributions will be made on behalf of the Executive, by the Employer, to the Superannuation Fund in accordance with the amount prescribed in the *Superannuation Guarantee (Administration) Act 1992 (SG Contribution)*.
- (c) The Executive may increase the superannuation contribution beyond the minimum amount, by agreement with the Employer and the trustee of the Fund.

#### 4.3 Contributory Superannuation Scheme

- (a) Where the Executive elects to sacrifice part of the Base Salary to their superannuation fund, the Employer will provide the following Guild Contribution:

Eligibility	Employee Contribution	Guild Contribution	Total Super
after 1 year of service	1%	10.5% inclusive of the SG Contribution	11.5%
after 2 years of service	2%	11.5% inclusive of the SG Contribution	13.5%
after 3 years of service	3%	12.5% inclusive of the SG Contribution	15.5%
after 4 years of service	4%	13.5% inclusive of the SG Contribution	17.5%

- (b) For the avoidance of doubt, the Employer is not obliged to contribute an amount that is greater than 13.5% inclusive of the SG Contribution.

#### 4.4 Expenses

- (a) Subject to clause 4.4(b), the Employer will meet all reasonable expenses incurred by the Executive in the performance of the Executive's duties including, but not limited to, travel, entertainment and related expenses, subject to compliance by the Executive with any expense claiming procedures issued by the Employer from time to time.

- (b) The Executive will not be reimbursed for the following costs:
  - (i) all parking costs which arise from or are connected with parking at the Premises or any premises adjacent to the Premises; and
  - (ii) all travel costs when travelling to and from the Executive's home to the Premises.

## **5. PERFORMANCE REVIEW**

### **5.1 Purpose of performance review**

The Executive's performance will be reviewed by the Employer to evaluate whether the Executive is:

- (a) achieving the highest standards of performance, timeliness and quality of work; and
- (b) fulfilling the Executive's obligations under this Agreement.

### **5.2 Review during the Term**

- (a) In November each year during the Term (or further term), the Executive and the Employer will discuss appropriate performance measures and targets for the forthcoming Contract Year, with a view to reaching an agreement on the performance measures and targets which will be used by the Employer in the assessment of the Executive's performance.
- (b) As soon as practicable after the end of each year during the Term (or further term), the Employer will review the Executive's performance by reference to Guild policies and procedures and agreed targets. The Employer (or its nominee) must then discuss its assessment of the Executive's performance with the Executive.

### **5.3 If no agreement**

In default of agreement under clause 5.2, the Employer may provide a determination in writing, within three months of the commencement of the Contract Year, of reasonable performance measures and targets for that Contract Year.

## **6. LEAVE**

### **6.1 Annual leave**

- (a) The Executive will be entitled to four weeks' annual leave per year of continuous service, in accordance with the provisions of the National Employment Standard.
- (b) The Executive must notify the Employer in advance of the Executive's intention to take annual leave.

- (c) Where the Executive has an annual leave accrual in excess of 8 weeks, the Employer may direct, in writing, that the annual leave accrual be reduced to or below 6 weeks within the next 8 months.
- (d) The Executive will be provided leave during the annual Closure Period during which they will be paid normal pay (ie what would have been received if there was not a Closure Period).

## **6.2 Long service leave**

- (a) The Executive will be entitled to long service leave in accordance with the National Employment Standard and the applicable legislation.

## **6.3 Personal/carer's and compassionate leave**

- (a) The Executive will be entitled to 10 days' paid personal/carer's leave on full pay per year of service if the Executive:
  - (i) cannot attend work due to illness; or
  - (ii) needs to care or support an immediate family member or other member of the Executive's household (as prescribed by the *Fair Work Act*) due to illness or unexpected emergency.
- (b) Untaken paid personal/carer's leave accumulates from year to year but will not be paid out on Termination.
- (c) In addition, the Executive will be granted two days' unpaid carer's leave if the Executive has exhausted paid personal/carer's leave and the Executive provides proof in accordance with clause 6.3(e). Rights under this clause arise each time the Executive needs to care for or support an immediate family member or other member of the Executive's household (as prescribed by the *Fair Work Act*) due to illness or unexpected emergency.
- (d) The Executive is entitled to two days' paid compassionate leave in the event of the death or a serious life-threatening illness or injury of an immediate family member or member of the Executive's household (as prescribed by the *Fair Work Act*). Untaken compassionate leave does not accumulate from year to year and will not be paid out if the Executive's employment ends.
- (e) The Employer may require the Executive to provide a medical certificate or, if it is not reasonably practicable to do so, a statutory declaration for any absence from work for personal/carer's or compassionate leave.
- (f) The Executive must give the Employer notice of the Executive's intention to take personal/carer's or compassionate as soon as practicable. The Executive must also advise the Employer of the period or expected period of leave.

## **6.4 Community service leave**

The Executive may be entitled to community service leave in accordance with the *Fair Work Act 2009*.

## **6.5 Public Holidays**

- (a) Subject to clause 6.5(b), the Executive is entitled to public holidays declared or prescribed under a law of Western Australia in accordance with the National Employment Standards.
- (b) The Employer may request that the Executive work on a public holiday and the Executive may not unreasonably refuse such a request. The Executive will receive an additional 1 day off in lieu of each public holiday worked.
- (c) The Executive will also be provided with an additional day of paid leave on the Tuesday immediately following the Easter weekend.
- (d) No overtime or additional payments will be made for any time worked on a public holiday. The Executive acknowledges and agrees that the base rate of remuneration is calculated to take account of the provisions of this clause.

## **7. CONFIDENTIALITY**

- (a) The Executive must not, either during or after employment has ended, disclose any Confidential Information developed, accessed or acquired as a direct or indirect result of the employment, except in the proper course of employment, as required by law, or with the previous written consent from the Employer.
- (b) The Executive must only use the Confidential Information for the purpose of the Executive's employment and must not use or attempt to use any Confidential Information in any manner which may injure or cause loss to the Employer.
- (c) All Confidential Information remains the property of the Employer.
- (d) At the end of the Executive's employment, the Executive must return any of the Confidential Information in the possession or control of the Executive.

## **8. INTELLECTUAL PROPERTY**

### **8.1 Ownership**

- (a) The Executive must disclose all Intellectual Property to the Employer.
- (b) All Intellectual Property will vest in the Employer upon creation. The Executive assigns to the Employer all existing and future rights in all Intellectual Property. The assignment is effective without any further payment to the Executive, whether by way of royalty or otherwise, and is in perpetuity and without restriction as to use or territory.

- (c) The Executive must do all things necessary to give effect to the assignment, including executing any further document required by the Employer, and do anything reasonably requested by the Employer to enable the Employer to further assure the rights assigned.

## **8.2 Indemnity**

The Executive agrees to indemnify the Employer fully against all liabilities, costs and expenses which the Employer may incur as a result of any breach of this clause by the Executive.

## **8.3 Survival of obligations**

The obligations accepted by the Executive under this clause survive termination of this Agreement.

## **9. RESTRAINTS**

### **9.1 Restrictions**

During the Restraint Period and in the Restraint Area, the Executive must not engage or attempt to engage in any Restrained Activities.

### **9.2 Capacity**

The agreement by the Executive in clause 9.1 applies to the Executive acting:

- (a) either alone or in partnership or association with another person;
- (b) as principal, agent, representative, director, officer, contractor or employee;
- (c) as member, shareholder, debenture holder, noteholder or holder of any other security;
- (d) as trustee of or as a consultant or adviser to any person; or
- (e) in any other capacity.

### **9.3 Unenforceable provisions severed**

This Agreement includes various provisions for the Restrained Activities, the Restrained Period and Restraint Area. If one of these provisions is unenforceable it may be severed from this Agreement and the other provisions are to remain effective so that the restraint is applied as broadly as possible for the Employer's benefit.

### **9.4 Permitted Activity**

Nothing in this clause 9 prevents the Executive from:

- (a) engaging in Restrained Activities with the prior written consent of the President of the Employer;

- (b) owning less than 5%, by value, of securities in a listed corporation; or
- (c) engaging or being concerned or interested in the Business in accordance with this Agreement.

## **9.5 Acknowledgements**

The Executive acknowledges that:

- (a) any breach by the Executive of this clause would cause irreparable harm and significant damage to the Employer and, accordingly that the Employer has the right to seek and obtain immediate injunctive relief in relation to any such breach; and
- (b) the covenants contained in this clause are fair and reasonable and that the Employer is relying upon this acknowledgement in entering into this Agreement.

## **10. TERMINATION**

### **10.1 Termination by Employer without notice**

The Employer may (without prejudice to any other rights and remedies it may have under this Agreement or at law) terminate this Agreement at any time without prior notice if the Executive:

- (a) commits any serious or persistent breach of any of the provisions of this Agreement;
- (b) engages in serious misconduct or wilful neglect in the discharge of the Executive's duties, including, but not limited to, dishonesty, fraud, breach of safety provisions, wilful damage to property of the Employer, drunkenness, use of illegal substances, gross negligence or unauthorised absenteeism;
- (c) otherwise commits any act which may bring the Employer or any of its related body corporate into disrepute;
- (d) becomes bankrupt or makes any arrangement or composition with the Executive's creditors;
- (e) becomes of unsound mind, or a person who is, or whose estate is, liable to be dealt with in any way under a law relating to mental health;
- (f) breaches the Executive's obligations under this Agreement in relation to Confidential Information or Intellectual Property; or
- (g) is convicted of any criminal offence (including any offence under the *Corporations Act 2001*, other than an offence which in the reasonable opinion of the Employer does not affect the Executive's position as an employee of the Employer.

## **10.2 Termination by either party on notice**

- (a) Either party may terminate this Agreement at any time by giving to the other at least eight weeks' notice in writing.
- (b) If the Employer terminates this Agreement under clause 11.2(a):
  - (i) the Employer may pay the Executive in lieu of notice, whereupon this Agreement will terminate immediately; and
  - (ii) the Executive will be entitled to a termination payment equivalent to 12 weeks' Base Salary, in addition to any payment in lieu of notice under clause 11.2(b)(i).

## **10.3 Payments and adjustments on termination**

- (a) If the Executive terminates this Agreement as per clause 10.2(a), the Employer will not be obliged to pay the Executive any moneys other than:
  - (i) any accrued Base Salary to which the Executive may be entitled on the date of termination;
  - (ii) any superannuation contributions payable as at the date of termination; and
  - (iii) any amount to which the Executive may be entitled as at the date of termination in lieu of accrued annual leave or long service leave.
- (b) If upon termination of employment, the Executive owes any monies or has taken any annual leave in excess of the Executive's accrued entitlement, the Employer may deduct from the Executive's final pay any monies owed, or annual leave taken.

## **10.4 Obligations on termination – return of Employer property**

On termination of the Executive's employment, the Executive must:

- (a) immediately return to the Employer all property of the Employer that is in the control or possession of the Executive, including but not limited to all documents, records, reports, computers and software, equipment, Confidential Information, credit cards, keys and security passes; and
- (b) provide to the Employer all relevant passwords, if any, to computers, systems or computer files which have been in the Executive's care or control during the Executive's employment.

## **10.5 Gardening leave**

If either the Executive or the Employer provides notice of termination, the Employer may at its sole discretion direct the Executive not to attend work and may excuse the Executive from the performance of the Executive's duties for the whole or any part of the notice period.

## **11. EMPLOYER'S POLICIES**

- (a) The Executive agrees to be bound by the policies, written codes of conduct, and practices or procedures of the Employer as may exist and be varied from time to time. These include (but are not limited to) policies in relation to:
  - (i) discrimination, harassment, victimisation, bullying and grievance procedures;
  - (ii) safety, no smoking and workplace surveillance;
  - (iii) gifts, inducements and bribes;
  - (iv) codes of conduct; and
  - (v) confidential information and intellectual property.
- (b) The Executive agrees to read and reacquaint itself with the policies of the Employer and their variations from time to time.
- (c) The policies of the Employer do not form part of the employment contract.

## **12. GENERAL**

### **12.1 Severability**

Part or all of any clause of this Agreement that is or becomes illegal, void or unenforceable will be ineffective and severed from this Agreement to the extent that it is illegal, void or unenforceable. The remaining provisions of this Agreement will continue in force.

### **12.2 Relationship between parties**

The parties agree that this Agreement will create the relationship of employer and employee between them. It is not the intention of the parties to create any other relationship and, in particular, the relationship of principal and contractor or the relationship of partners.

### **12.3 Waiver**

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- (c) A waiver is not effective unless it is in writing.
- (d) Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.



**12.4 Notices**

All notices may be sent either by personal delivery or by pre-paid mail to the last known address of the other. Notices sent by mail are deemed to be received when delivered in the ordinary course of the post.

**12.5 Fair Work Information Statement**

The Executive acknowledges receipt of the Fair Work information Statement attached at Schedule 2.

**12.6 Variation**

- (a) Subject to clause, the terms and conditions referred to in this letter may only be varied by a written agreement signed by both the Executive and the Employer.
- (b) The Employer may unilaterally vary the Position Description upon giving written notice to the Executive.

**12.7 Inconsistency**

If there is any inconsistency between the terms of this Agreement and the terms of any Guild Policy, then the terms and conditions in this Agreement will prevail.

**12.8 Entire agreement**

This Agreement is the sole agreement between the parties which relates to the terms and conditions under which the Executive is employed by the Employer. The parties expressly acknowledge that no representations or warranties have been given by either of them other than those contained in this Agreement.

**12.9 Governing law**

This Agreement will be governed by the laws of Western Australia and the parties agree that they will submit to exclusive jurisdiction of the courts of Western Australia and courts entitled to hear appeals from those courts.

\_\_\_\_\_  
Executive to Initial

\_\_\_\_\_  
Date

Executed as an agreement.

**EMPLOYER:**

The Common Seal of **THE STUDENT GUILD OF CURTIN UNIVERSITY** was hereunto affixed pursuant to a resolution of the Guild Council made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXECUTIVE:**

SIGNED by **DR DAVID LUKETINA** in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Dr David Luketina

\_\_\_\_\_  
Name of Witness (print)

\_\_\_\_\_  
Address of Witness

**Action: Review of Guild Strategy**

Action: That the Guild Council reviews and provides feedback on the Guild's Strategy.

**Background:**

Clause 13(4) of *Statute No. 4 Student Guild* requires that:

The Guild Council must prepare, adopt and publish a strategic plan that –

- a) covers at least the next 3 Guild financial years;
- b) sets out the condition, aspirations and objectives of the Guild for that period; and
- c) is reviewed at least annually.

The Guild uses a Strategy Map to meet these requirements. A strategy map shows an organisations strategy on a page (long strategic documents may look impressive but they rarely get looked at or used).

In particular, strategy maps:

- Make it easy to communicate the key overarching objectives with people inside and outside of the organisation.
- Ensure thoroughness with focus - key perspectives and stakeholders/areas are defined and then strategies developed for those areas. The key perspectives and stakeholders/areas chosen for the Guild's strategy map are:
  - Members
  - Financial
  - People and Culture
  - University
  - Good Governance

At any one time, only so many strategies can be implemented. For this reason, not all strategies on the strategy map will be underway at the same time.

The strategy map in action is mostly shown by the Managing Director's annual business plan and Officers' plans and KPIs.

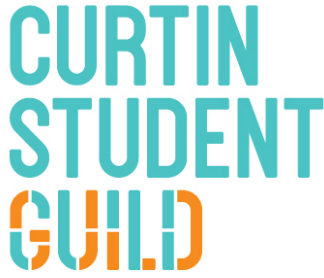
**Next Steps:**

It is requested that Guild Council reviews the strategy map and provides feedback.

Any feedback would be incorporated and the Strategy Map be presented to the September 2021 meeting of Guild Council for approval.

**Confidentiality:**

Open



## Student Guild of Curtin University

### 52<sup>nd</sup> Guild Council – Meeting #8

To be held at 6PM on Thursday the 26<sup>th</sup> of August 2021

In 100.301

#### **Motion: Renaming of Guild Cafe**

Motion: That the Guild renames “Guild Cafe: Engineering” to “Guild Cafe: Basement”.

Moved: Rachel Taylor

Seconded: Luke Brosnan

#### **Background:**

As presented last month, we would like to change the name to reflect that more than just engineering students use that cafe.

Costing as given for the previous motion:

“Costs to rename the café would be around \$2000, comprising:

- Redoing artwork \$500
- \$450 of labour to locate and update the name / logo everywhere it exists : in our current menus, screens, email addresses, contact lists, POS records, order forms and posters.
- Printing and laminating costs approx. \$50 if all in house
- Labels printed: \$200 (external printer)
- Referendum costs and miscellaneous \$800”

As this is being presented as a motion not for referenda the costs will be less than \$2000.

#### **Confidentiality:**

Open

## **Minutes**

1. Acknowledgement of the Traditional Owners

*"The Curtin Student Guild would like to pay our respect to the Aboriginal and Torres Strait Islander members of our community by acknowledging the traditional owners of the land on which the Bentley Campus is located, the Whadjuk people of the Nyungar Nation; and on our Kalgoorlie Campus, the Wongutha people of the North-Eastern Goldfields. We acknowledge and respect their continuing culture and the contribution they make to the life of this university, city and this region."*

2. Attendance

- 2.1. Members Present; Cassidy Pemberton (online); Cristian Moreno (online); Madison Ainsworth; Clare Metcalf; Jesse Naylor Zambrano; Isabel Mountain; Dax Jagoe; Chris MacFarlane; Shaniqua Cutinha (10.28am); Dylan Botica; Jason Kim; David Jorritsma; Ali Rose Bolton, Fang-Yu (Cherry Chen)
- 2.2. Others Present; Ling Tan (online); Jo-Ann Naidu; Jess Baltovich; Maryanne Shaddick (minute secretary)
- 2.3. Apologies and Leave of Absence; Lucy Rohl; Bridge Truell
- 2.4. Absent; Michael Farrell;

3. Disclosure of any potential or perceived Conflicts of Interest. None noted

4. Minutes of the Previous Meeting:

- 4.1. Previous Meeting Minutes

Motion: That the Representation Board approves the minutes of the previous meeting, held on 17/06/2021, as a true and accurate record of the proceedings.

Moved: Dax Jagoe

Seconded: Clare Metcalf

Passed with the following correction

Item 7.8.1 KPI Review should have been noted under the Queer Officer report.

5. Matters Arising from the Minutes. None

6. Items Not for Discussion

7. Reports

- 1. President – Submitted. Jesse Naylor Zambrano spoke about the First Nations Officer remuneration and noted that the issue would be raised with the Remuneration Committee. Clare Metcalf asked about the Curtin Counselling reference in the President's report about Medicare funding creating page 82 of 108

positions. There was a query from Dylan Botica about funding of the WA hub of the NUS Education Conference.

2. Vice President – Education – Not Submitted. No questions
3. Faculty of Business and Law Representative – Submitted. Jason Kim asked a question about SDP reporting.
4. Faculty of Science and Engineering Representative – Submitted. No questions.
5. Faculty of Health Sciences Representative – Submitted. No questions.
6. Faculty of Humanities Representative – Submitted. Jason asked what the acronym LARIS stood for and sought clarification about references to graded attendance and meetings.
7. Student Assist – Submitted. There was a query about how many historic misconduct cases were open but Jo-Ann Naidu did not have access to that information. Jo-Ann Naidu said current students were not being disadvantaged by the Student Assist team's work on the historic cases. Jo-Ann reported that Termination Resources were being accessed however there was a drop in numbers attending and enquiring about workshops. There was a query about whether the Guild had access to Curtin Wellbeing case numbers. Jo-Ann said that the Guild could be get the data.
8. International Students Committee President – Submitted. David Jorritsma noted a reference to PSC in the report instead of ISC. Jason Kim asked about the status of international student campaigns. Cristian said there would be an update at the next Representation Board. Jesse Naylor Zambrano asked about offshore students. Cristian said that he met with the Curtin Global Positioning Committee and was told that Curtin was waiting for Government decision and it was not close. Cassidy asked about interim arrangements until election. Chair thanked Cristian for work carried out this year.

9. Postgraduate Students Committee President – Submitted. David Jorritsma reported that there was turmoil in the PSC. He said that nominations had been announced. Clare asked about an issue reported about placements. David Jorritsma said that that this was an academic not accessibility issue.
10. Queer Officer – Submitted. Dax Jagoe was in discussion with sexology students who were interested in running sessions for Rad Sex and Consent Week. Jesse Naylor Zambrano spoke about the distribution of the We All Need to Pee leaflets.
11. Women’s Officer – Submitted. Cassidy reported that the Steering Committee meeting had been changed to 3 Aug and a reference in her report was actually in relation to the National Day of Action. Cassidy spoke about her visit to the QUT Guild which included looking at a framework for collectives.
12. First Nations Officer – Vacant.
13. Accessibility Officer – Submitted. Clare Metcalf reported on the NUS Edcon conference. Clare noted a 30 June meeting with Bridge Truell and representatives from Curtin ‘s Counselling Service. Clare said that the Guild was asked to promote the wellbeing app. Chris MacFarlane asked about broader outcomes of the Edcon conference. The Chair commented on what was required in accessibility report. David Jorritsma asked for clarification about a tweet included in the report.
14. Higher Education Developments – Submitted. There was a question about EDx sale.
15. Chair of the Representation Board\*. Dylan Botica spoke about research he was conducting about parking at Curtin and said that there was the possibility of an FOI request to Curtin.

Motion: That the Representation Board notes the reports.

Moved: David Jorritsma  
 Seconded: Jason Kim.  
 Carried

8. Items for Discussion and Resolution
  - 8.1. NUS Education Conference
  - 8.2. Referendum on the National Union of Students (NUS)

Motion: That the Representation Board recommend to the Guild Council the holding of a referendum to run concurrently with the Annual Elections.

The proposition being: “That the Curtin Student Guild leave the National Union of Students for 2022”.

That the Guild Council appoint agents for the ‘Yes’ and ‘No’ campaigns with preference given to members of the Representation Board.

Moved: Clare Metcalf  
 Seconded: Madison Ainsworth

David Jorritsma asked if there was a conflict of interest for those who were NUS delegates and whether they should have declared a conflict of interest at the beginning the meeting.

Jesse Naylor Zambrano spoke about the objectives and benefits of the conference and the decision to have a face to face hub at Curtin. Jason Kim said he found the seminars disruptive and that a lot of students did not get an opportunity to speak. Jason asked about the outcomes. Jesse said there was a culture of disruption. Jesse said there was value in the opportunity for collaboration and sharing of resources especially with regard to national days and weeks of action. Jason asked whether the Edcon agenda, action items or minutes be released to the

public. Jesse said most sessions were recorded but that she was unaware of NUS policy in that regard.

The Chair asked if anyone had a material conflict with item 8.2. There was discussion about what constituted a conflict of interest and the Chair reviewed the regulations. Chris Macfarlane and Jesse Naylor Zambrano spoke about the responsibilities of those who were delegates to the NUS conference. David Jorritsma said that the Guild's Code of Conduct needed to be taken into account.

Clare, Jesse and Chris identified themselves as NUS delegates. Jesse declared a conflict of interest.

The Chair called for a resolution that members who declared a conflict of interest may stay for discussion.

Moved Jason.

Seconded David.

David Jorritsma requested a secret ballot.

Carried.

Resolution carried by absolute majority

The Chair called for a resolution that members who have declared a conflict of interest could vote on item 8.2.

Moved David Jorritsma.

Seconded Madison Ainsworth

David Jorritsma requested a secret ballot.

Resolution carried by absolute majority

Discussion commenced on item 8.2

Clare spoke to this motion saying a referendum was a good gauge of opinion. Clare outlined the wording of the referendum and that it would incorporate an education campaign. Chris argued against the motion saying that the NUS had been involved in many important campaigns in recent years. Jesse said the value of NUS was its connections to other student networks. However, Jesse said support from NUS support was poor. Elected representatives could be disconnected from their communities and that there was a lack of organisation at a grass works level. Jesse said that she supported referendum and that the movers of the motion should undertake to coordinate the yes and no campaigns. David spoke to NUS failing to meet KPIs in the past. Dax Jagoe expressed concern about the way NUS was organised and about behavior at EDcon. However Dax advocated for a survey of students outside the election. Cassidy Pemberton said that the NUS was an important voice for WA students and a referendum as part of the Guild elections was not suitable and could damage our standing with other universities. There was discussion about the Guild's financial contribution to the NUS. There was discussion about having a referendum after the Guild elections and the impact on national student representation if the Guild left the NUS.

A secret ballot was requested.

The motion was carried.

## 9. Meetings

### 9.1. Women's Collective – Meeting held on 18/05/2021

Motion: That the Representation Board notes the minutes of the meetings

Moved: Cassidy Pemberton

Seconded: Jason Kim

Carried



#### 10. General Business.

Cassidy Pemberton asked for assistance with the WA National day of Action against sexual assault.

#### 11. Next Meeting

The next ordinary meeting of the Representation Board is Thursday, 19 August at 6pm to be held at Council Chambers. Documents and motions are to be submitted no later than 4:30pm on Thursday 12 August to [secretary@guild.curtin.edu.au](mailto:secretary@guild.curtin.edu.au)

Meeting closed 11.45am



## Student Guild of Curtin University

Executive Committee

Meeting #17

Held at 3pm on Thursday the 24th of June 2021

Location: The Bridge

# MINUTES

Meeting opened at 3:12pm.

## 1. Acknowledgement of the Traditional Owners

*"The Curtin Student Guild would like to pay our respect to the Aboriginal and Torres Strait Islander members of our community by acknowledging the traditional owners of the land on which the Bentley Campus is located, the Wadjuk people of the Nyungar Nation; and on our Kalgoorlie Campus, the Wongutha people of the North-Eastern Goldfields. We acknowledge and respect their continuing culture and the contribution they make to the life of this university, city and this region."*

## 2. Attendance

- a. Members Present; Jesse (chair), Lachy, Dylan, Fatma, Bridge (joins at 3:15pm)
- b. Others Present;
- c. Apologies and Leave of Absence;
- d. Absent;

## 3. Disclosure of any potential or perceived Conflicts of Interest

Dylan said that he's a member of the Bubble Tea Society.

## 4. Minutes of the Previous Meeting

Fatma said that they had not been prepared for this meeting as this meeting was for clubs only.

## 5. Matters Arising from the Minutes

## 6. Significant Items

- a. Simple Club Renewal Approval

## **6.7. POWER TO DO ALL THINGS NESSECARY TO PROVIDE FOR THE REGULATION AND ADMINISTRATION OF STUDENT SOCIETIES - Executive Committee**

Conditions: Nil

## **8.7. POWER TO REVIEW AND CANCEL REGISTRATION - Executive Committee**

Conditions: Cancellation may only occur if student society has failed to provide reasonable application for low membership.

- Bubble Tea Society
- Sri Lankan Youth Association
- Omani Student Society of WA (Curtin)

- Catholics at Curtin

Dylan followed up with a previous question he raised on clubs that have conflicting themes. Lachy said he is looking into this.

#### **EC#27/2021**

Motion: The Guild Executive Committee approves the simple club renewals and recommends that the Vice President – Activities sign the appropriate approval documents.

Moved: [Fatma Sehic](#)

Seconded: [Lachlan Lee](#)

Motion passes.

- b. New Club Expressions of Interest

#### **8.5. POWER TO APPROVE REGISTRATION APPLICATION - Executive Committee**

Power to approve registration application of student society.

Conditions: Nil

- Good Deeds Society

#### **EC#28/2021**

Motion: The Guild Executive Committee approves the registration of the club above, including the approval of the recommendation of the Clubs Officer, and recommends that the Vice President – Activities sign the appropriate approval documents.

Moved:

Seconded:

The motion was withdrawn with a request that the club provides more information on its purpose and whether it is linked to a faith.

- c. Review and Renewal Approval

#### **8.2. APPROVAL OF AMENDMENT TO STUDENT SOCIETY CONSTITUTION - Guild Secretary**

Power to approve amendments to constitution of student society and effective date of that amendment.

Condition: The Secretary must exercise this power upon discussion with (but not on the advice of) the Executive Committee

#### **8.3. INTERPRETATION OF STUDENT SOCIETY CONSTITUTION - Guild Secretary**

Power to interpret student society constitution.

Condition: The Secretary must exercise this power upon discussion with (but not on the advice of) the Executive Committee

- Electronic Music Appreciation Society

Fatma said she will read over the changes that were suggested previously and ensure they are made.

7. General Business

8. Next Meeting

The next meeting of the Executive Committee will be held on Thursday 1st of July 2021 at 10am in The Bridge.

Meeting closed at 3:27pm.



## Student Guild of Curtin University

### Executive Committee

### Meeting #18

Held at 10:30am on Thursday the 1st of July 2021

Location: WebEx

## MINUTES

Meeting opened at 10:37am.

### 1. Acknowledgement of the Traditional Owners

*"The Curtin Student Guild would like to pay our respect to the Aboriginal and Torres Strait Islander members of our community by acknowledging the traditional owners of the land on which the Bentley Campus is located, the Wadjuk people of the Nyungar Nation; and on our Kalgoorlie Campus, the Wongutha people of the North-Eastern Goldfields. We acknowledge and respect their continuing culture and the contribution they make to the life of this university, city and this region."*

### 2. Attendance

- a. Members Present; Jesse, Bridge, Lachy, Fatma, Dylan
- b. Others Present;
- c. Apologies and Leave of Absence;
- d. Absent;

### 3. Disclosure of any potential or perceived Conflicts of Interest

Jesse raised a conflict of interest for the whole committee as elections and methods of voting will be discussed.

### 4. Minutes of the Previous Meeting

- a. Previous Meeting Minutes

Due to technical difficulties, these minutes are not currently available.

### 5. Matters Arising from the Minutes

### 6. Significant Items

- a. Guild Executive Verbal Reports
  - i. \*International Student Committee President;
  - ii. \*Postgraduate Student Committee President;
  - iii. \*Chair Of the Representation Board;

Dylan reported that he had been working on confirming that Guild stances have been followed up with/actioned by the relevant people.

He met with reps interested in the parking campaign and is currently preparing a proposal.

- iv. President;

Jesse reported that the education campaign will be ending. The Learning for Tomorrow model has been scaled down to a page of values, which has significantly reduced its ability to have any power or influence.

She has put out a call for SDP nominations.

She has been considering how to help international students during this difficult time. Cristian has indicated an intention to resign from the position of ISC President.

Jesse is shifting her focus to advocating for the return of tuition free weeks. There is support from students, but the university is hesitant to make changes.

She has been in discussions regarding equity collectives and making the nomination process easier.

She has been advocating to fix the room booking system.

She has been liaising with Lachy about clubs and supporting them through the recent COVID restrictions, as well as going forward into the new semester.

Jesse and Lachy have been discussing having rep events scheduled early so that they can be promoted during O-Day.

She met with a student that expressed interest in the First Nations Officer role.

She has delegated actions in preparation for her leave next week.

Bridge asked about the summer school intake. Jesse said that has been no uptake in three of the faculties according information from staff and that this due to the lack of resources and workforce.

v. Vice President – Education;

Bridge reported that the Blended Learning Task Force has stopped holding meetings and a significantly downscaled model has been produced.

He said that he will continue to monitor and follow up in the individual faculties to be aware of any rippling effects.

He sat on the panel for the interim PVC for Science and Engineering and has been invited to the interview for the Director of Health Sciences.

He attended Academic Board.

He sat on a statistics delivery workforce, which is about rehauling the delivery of statistics in health sciences. He expressed that the combining of key statistics units would not be beneficial to students.

He and Clare met with counselling to discuss the current state of the services.

Jesse asks where Bridge is at with the unit outline review. Fatma to work with Bridge on this project.

ACTION Bridge to reschedule workshop with Kat.

vi. Vice President – Activities;

Lachy said that Jesse covered most of the items he has to report.

He added that the venue visit for the Guild Ball is planned for next week.

A quote for the Tav merch has been prepared.

vii. Secretary;

Fatma reported that she is doing the work she usually does and has been preparing agenda for and minuting many meetings.

Jesse asked about the First Year Committee. Fatma said that they had a meeting last week and will be running a stall at O Day.

Fatma to send FYC meeting invites to standing invites.

#### **EC#29/2021**

Motion: That the Guild Executive Committee notes the verbal reports given by the members present.

Moved: Fatma Sehic (Secretary)

Seconded: Bridge Truell

Motion passed.

b. Postal and Other Campus Voting

Considerations:

- Removing the requirement that a postal vote application be witnessed as long as the application comes from the student's Curtin email address
- Allow a postal vote to be lodged electronically (online voting)
- For the vote to be valid, require that the voter respond to an email sent by the RO confirming that they did vote and did not vote under duress. The response to come from the voter's Curtin email address.
- Students go to the library and get a unique code from library staff. The code itself can be used by us to determine what time the code was issued and that it is a genuine code (the codes being created by the RO using a key/method only known to the RO and a few staff).
- The student then votes online (using any device they wish) and enter the unique code along with their student ID and date of birth. This is to take place in the library.
- Votes will only be accepted if they are completed within, say, 10 minutes of the code being issued, and from an IP address that is available at one of the non-Bentley campus libraries.

- Of course, we would need the cooperation of the relevant libraries. This should be possible if we keep it simple for them.
- For the vote to be valid, we could require that the voter respond to an email sent by the RO confirming that they did vote and did not vote under duress. The response to come from the voter's Curtin email address.
- The RO would check that each vote is from an enrolled student (it will be necessary for the voters information to be recorded). The RO would ensure that that any identifying information is stripped from the vote before the vote is added to the main voting database.

Dylan raises that there is information in the information proposed above and some of this information is currently against regulations.

Jesse clarified that the first group of points is about postal voting and the second group of points is about voting at other campuses.

Dylan raised that there should be a delay between applying for a vote and being able to vote.

Jesse said that there are a cohort of students that won't be able to attend the campus to vote in person due to border restrictions. She said that the postal voting process should be improved but that online voting should not be an option.

#### **EC#30/2021**

Motion: That the Guild Executive recommends that the postal voting process be made simpler and more accessible without the use of electronic voting.

Moved: Jesse Naylor Zambrano

Seconded: Bridge Truell

Motion passed.

#### c. Managing Director Contract Negotiation

Jesse raised that a negotiator needs to be appointed to negotiate and suggested that an exec member could do this. Once the executive committee decides on a person, this will be sent to Guild Council for approval.

Bridge left the meeting at 12:00pm.

Dylan asked who negotiated the last contract. Jesse says that it was likely the president at the time but did not know for certain.

It is proposed that Jesse is the exec member to discuss this.

Fatma asked for clarification on the procedure.

#### **EC#31/2021**

Motion: That the Guild Executive recommends that the Guild Council authorises Jesse Naylor Zambrano (Guild President) negotiate the terms of reappointment and the Managing Directors contract with David Luketina.



Moved: Jesse Naylor Zambrano

Seconded: Fatma Sehic

Motion passed.

d. Hosting Education Conference WA

Jesse raised that Australian states are encouraged to have state conference hubs.

She said that it would be a good opportunity to invite students to attend the conference who would not have been able to attend the if it was interstate.

e. Equity Rep Pay

Jesse raised that some reps have indirectly expressed that they would not want to be remunerated further. Any intention that she has to remunerate equity officers extra would need to be appropriately justified.

She raised that the Remuneration Tribunal was not aware of the equity collectives at the time of making their decision and that the discretionary funding she has as president could be used to assist with some projects of the equity collectives.

7. General Business

8. Next Meeting

The next meeting of the Executive Committee will be held on Thursday 15th of July 2021 at 10am in the Bridge.

Meeting closed at 12:24pm.



## Student Guild of Curtin University

### Executive Committee

### Meeting #19

Held at 3:09pm on Thursday the 15<sup>th</sup> of July 2021

Location: WebEx

## MINUTES

Meeting opened at 3:09pm.

### 1. Acknowledgement of the Traditional Owners

*"The Curtin Student Guild would like to pay our respect to the Aboriginal and Torres Strait Islander members of our community by acknowledging the traditional owners of the land on which the Bentley Campus is located, the Wadjuk people of the Nyungar Nation; and on our Kalgoorlie Campus, the Wongutha people of the North-Eastern Goldfields. We acknowledge and respect their continuing culture and the contribution they make to the life of this university, city and this region."*

### 2. Attendance

- a. Members Present; [Jesse](#), [Bridge](#), [Dylan](#)
- b. Others Present;
- c. Apologies and Leave of Absence; [Lachy](#), [Fatma](#)
- d. Absent;

### 3. Disclosure of any potential or perceived Conflicts of Interest

[Dylan](#) expresses a conflict of interest with the Curtin Labour Club and notes that he wishes to be present for the discussion but will not vote.

### 4. Significant Items

- a. Guild Executive Verbal Reports
  - i. \*International Student Committee President;
  - ii. \*Postgraduate Student Committee President;
  - iii. \*Chair Of the Representation Board;

[Dylan](#) has been preparing a proposal on the parking system for the parking campaign, which involved liaising with many people.

He has also been working on engaging reps board members with meetings.

- iv. President;

[Jesse](#) has been working on organising events for international students and First Nations students.

The First Nations event involved a group workshop to design a mural, which will be commissioned to be painted by an Indigenous artist. She is also considering a movie night.

The event for international student is looking to be a workshop about work rights run by Unions WA.

O Week sessions by the Guild will be a seminar on Student as Partners and the Guild Survival Guide.

EdCon was held on Monday and Tuesday.

The VC is organising a sports day which will conflict with Guild Games.

Jesse will be preparing a report to the VC about tuition free weeks.

She is also organising an international student speak out, particularly targeted to offshore students.

v. Vice President – Education;

Bridge has been doing a lot of planning for EdCon.

They have also been putting together a draft for the Health Survey that is part of their KPIs.

They have been preparing for SDPs.

They will be on leave on Friday.

vi. Vice President – Activities;

vii. Secretary;

**EC#32/2021**

Motion: That the Guild Executive Committee notes the verbal reports given by the members present.

Moved: Jesse Naylor Zambrano

Seconded: Bridge Truell

b. Club Renewals

Curtin Esports is for simple renewal. No issues are raised with this.

The Good Deeds Society is a new club EOI from the previous meeting, where the exec requested more info on potential faith ties. The exec agreed with the approval if the club type is changed to be faith based.

Curtin Film Production Society is a new club EOI. No issues are raised about approval.

The Curtin Labour Club is a new club EOI. No issues are raised about approval.

**EC#33/2021**

Motion: The exec committee approves the clubs based on discussion.

Moved: Jesse Naylor Zambrano

Seconded: Bridge Truell

Motion passed. Dylan abstains.

**c. SSAF Underspend**

Jesse raises that the Guild has underspent SSAF and that more money needs to be spent.

She has been encouraging Equity and Faculty reps to run events, and looking at projects like paying an artist for the First Nations mural.

She has also considered funding for the First Year Committee to run an event.

Dylan queries if the funding can be used to we enrich currently planned events like Guild Ball or Pasar Malam.

Jesse suggests to bring back Guild diaries. Bridge adds that the process of getting a diary is an opportunity to get more students involved with what the Guild does.

Jesse raises that more merchandise can also be purchased.

**d. Semester 2 Strategy**

Jesse is planning to have an action in week 3 of semester.

Possible suggestions for this are the tuition free week campaign and staff cuts/working conditions.

Dylan suggests continuing the parking campaign to run the campaign alongside the tuition free week campaign.

Jesse raises that the push on Curtin Counselling seems to have had good outcomes so far and that continuing that work could also highlight the Accessibility Department.

She raises the idea of a speak out at the Chancellory for tuition free weeks and staff working conditions.

Bridge to help drive this project forward as it has connections with their KPI.

**e. Exec Admin Assistant**

An assistant has been hired to assist the executive, which also helps address SSAF underspend.

The assistant will be delegated some tasks so that reps can focus on things that can only be done by reps.

**f. O Day**

The Education stall is booked. Bridge says they will check in with the faculty reps about what they want at the stall.

Semester 2 events to be promoted, along with the ASPM review and unit outline review.

Lachy to reach out to reps to help plan their stalls.

7. General Business

8. Next Meeting

The next meeting of the Executive Committee will be held on Thursday 29<sup>th</sup> of July 2021 at 10am in The Bridge.

Meeting closes at 4:20pm.



## Student Guild of Curtin University

### Executive Committee

### Meeting #20

Held at 12:30pm on Friday the 23<sup>rd</sup> of July 2021

Location: WebEx

## MINUTES

Fatma elected to chair 12:39pm.

Meeting opens at 12:39pm.

### 1. Acknowledgement of the Traditional Owners

*"The Curtin Student Guild would like to pay our respect to the Aboriginal and Torres Strait Islander members of our community by acknowledging the traditional owners of the land on which the Bentley Campus is located, the Wadjuk people of the Nyungar Nation; and on our Kalgoorlie Campus, the Wongutha people of the North-Eastern Goldfields. We acknowledge and respect their continuing culture and the contribution they make to the life of this university, city and this region."*

### 2. Attendance

- a. Members Present; [Fatma](#), [Lachy](#), [Dylan](#), [Bridge](#)
- b. Others Present;
- c. Apologies and Leave of Absence; [Jesse](#)
- d. Absent;

### 3. Disclosure of any potential or perceived Conflicts of Interest

### 4. Significant Items

- a. Club Review and Renewal

#### Simple Renewal

- [Curtin Singapore Society](#)
- [Geology Student Society](#)
- [Curtin Automotive Klub for Enthusiasts](#)

#### **EC#34/2021**

Motion: That the Executive Committee authorises [Lachlan Lee](#) to sign the simple renewal sheet for the clubs discussed.

Moved: [Lachlan Lee](#)

Seconded: [Bridge Truell](#)

No issues are raised with the renewal.

Motion passed.

#### Clubs for Review

- Curtin EAGE Club

The club is renewing with a name change to Curtin EAGE-SEG.

Dylan asks if club name influences whether they can be approved or not. Fatma expresses that unless the wording “Curtin” or “society” or similar aren’t included, then it probably would not be sufficient ground to reject their renewal.

Dylan raises the possibility of setting a limit on the length of clubs’ names in the future.

#### **EC#35/2021**

Motion: That the Executive Committee authorises Lachlan Lee to sign the club review sheet for the discussed club.

Moved: Lachlan Lee

Seconded: Dylan Botica

Motion passes.

#### New Club EOI

- Curtin Wakeboarding Club

Clubs Officer recommendation is to approve the club.

Fatma asks if the club conflict with any other clubs we have. Lachy says they do not.

#### **EC#36/2021**

Motion: That the Executive Committee authorises Lachlan Lee to sign the new club approval sheet for the discussed clubs.

Moved: Dylan Botica

Seconded: Bridge Truell

Bridge asks what wakeboarding is. Dylan provides the link <https://youtu.be/vSVZrZGm6Mo>

Motion passes.

#### **7. General Business**

Meeting closes at 12:58pm.



## Student Guild of Curtin University

### Executive Committee - Meeting #21

Held at 3pm on Thursday the 29<sup>th</sup> of July 2021

Location: The Bridge

## MINUTES

Meeting opens at 3:08pm.

### 1. Acknowledgement of the Traditional Owners:

*"The Curtin Student Guild would like to pay our respect to the Aboriginal and Torres Strait Islander members of our community by acknowledging the traditional owners of the land on which the Bentley Campus is located, the Wadjuk people of the Nyungar Nation; and on our Kalgoorlie Campus, the Wongutha people of the North-Eastern Goldfields. We acknowledge and respect their continuing culture and the contribution they make to the life of this university, city and this region."*

### 2. Attendance:

- a. Members Present; [Jesse, Bridge, Lachy, Fatma, Dylan](#)
- b. Others Present;
- c. Apologies and Leave of Absence;
- d. Absent;

[Dylan raises removing the ISC and PSC Presidents as standing invites.](#)

### 3. Disclosure of any potential or perceived Conflicts of Interest

### 4. Minutes of the Previous Meeting: **EC#37/2021**

- a. Previous Meeting Minutes

Motion: That the Guild Executive Committee approves the minutes of the meetings held on 24/06/2021, 01/07/2021, 15/07/2021 and 23/07/2021, as a true and accurate record of the proceedings at that meeting.

Moved: [Fatma Sehic](#)

Seconded: [Dylan Botica](#)

[Motion passes.](#)

### 5. Matters Arising from the Minutes:

- a. Action List

[Dylan to compile actions from Representation Board. Fatma to compile actions from Guild Council.](#)

### 6. Significant Items

- a. Guild Executive Verbal Reports
  - i. \*International Student Committee President;



- ii. \*Postgraduate Student Committee President;
- iii. \*Chair Of the Representation Board;

Dylan reports that he has been continuing working on the parking proposal, with the background and international comparisons completed.

He is working on issues of conduct at Reps Board meetings.

- iv. President;

Jesse reports that international students have been overcharged. They were initially told a maximum amount they would pay, which was later increased. A student reported to Jesse that it was difficult to get the money back and that they were requested by Curtin not to speak negatively about this.

Jesse has spoken to VC, who is investigating.

Jesse is organising offshore student speak out as offshore students seem to be frustrated at the neglect from the uni.

Co-presented the Guild seminar during O Week, one being the Survival Guide and another being Students as Partners.

She has been progressing on the MD's contract and the Remuneration Tribunal.

A Tuition Free Week campaign has begun.

She had a meeting with the VC yesterday.

She's taking the lead on First Nations expressions of interest and getting the first event up and running.

She discusses the VC sports day with the VC.

She organised an Environmental Action Network and Tuition Free Week stall at O Day.

Dylan asks about the letter for international students and raises potentially involving the Guild solicitor.

- v. Vice President – Education;

Bridge has had a very high workload. Fatma and Jesse express concerns on the workload not being manageable.

**ACTION** Jesse and Fatma to meet with Bridge to help delegate and redistribute tasks.

- vi. Vice President – Activities;

Tav merch is ready!

O Day and O Week went well. Lachy notes that there was less attendance than usual for the events, including Friend Speed Dating.

People have been reaching out to him about events.

Jesse asks about Clubs Launch Grant. Lachy says that uptake seems to be good and many clubs have plans to apply.

Fatma asks about progress with faculty and equity events. Most equity reps have events planned, as do a couple of fac reps.

vii. Secretary;

Fatma reports that nominations have opened for vacancies, it looks like another period of nominations will be needed.

She met with the First Year Committee to plan their stall.

Helping representatives with various requests.

General payment approvals, processing forms, archiving and storing files.

**EC#38/2021**

Motion: That the Guild Executive Committee notes the verbal reports given by the members present.

Moved: Fatma Sehic (Secretary)

Seconded: [Lachlan Lee](#)

Motion passes.

b. Debrief of Orientation Week

This will be discussed at Activities Committee meeting when there has been more time to prepare.

c. Delegation of Responsibilities to Marketing and Administration Officer

Jess has been with us for two weeks and can assist us with completing tasks so that we can focus on actions that can only be done by reps.

Bridge, Jesse and Fatma can give direct requests to Jess. Lachy and Dylan should talk to the other exec before requesting tasks.

The member brainstorms some tasks that they have to do this week.

Dylan asks if the Guild can look into using BoardEffect.

d. Strategy for Semester 2 Campaigns

Advocating for return of the second Tuition Free Week. The university seems hesitant to reinstate it.

Jesse asks Lachy to talk to clubs about this. Lachy says clubs are currently very pressed for time as there are organising events. He can circulate the info to them

Jesse suggests preparing lecture slides for the rally. Dylan will MC the rally.

e. Environmental Action Network

Jesse to talk to David and Nika about the regulations around having this group to ascertain who can be involved in leading it.

f. Privacy and Confidentiality Policy

**EC#39/2021**

Motion: The Executive Committee approves the changes to the Privacy and Confidentiality policy.

Moved: [Dylan Botica](#)

Seconded: [Fatma Sehic](#)

Motion passes.

7. General Business

[Representatives Using Canva](#)

Fatma raises that reps have been distributing graphic that aren't on brand and that this is becoming an issue with the long term brand.

Dylan raises issues with current approval process. Jesse and Dylan express that they want reps to have the option to create their own content.

ACTION Fatma and Jesse to set up meeting with Maryanne to make a plan to address branding.

[Working From Home](#)

Make sure to let Jesse know if you'll be working from home. Core hours are 10am - 2pm.

[New Website](#)

Website is available for feedback please note there is a deadline to provide this.

8. Next Meeting

The next meeting of the Executive Committee will be held on Thursday 12<sup>th</sup> of August 2021 at 10am in The Bridge.

Meeting closes at 4:28pm.

## **MINUTES**

Meeting opens at 1:36pm.

1. Acknowledgement of the Traditional Owners:

*“The Curtin Student Guild would like to pay our respect to the Aboriginal and Torres Strait Islander members of our community by acknowledging the traditional owners of the land on which the Bentley Campus is located, the Wadjuk people of the Nyungar Nation; and on our Kalgoorlie Campus, the Wongutha people of the North-Eastern Goldfields. We acknowledge and respect their continuing culture and the contribution they make to the life of this university, city and this region.”*

2. Attendance

- 2.1. Members Present; [Lachlan Lee](#), [Cassidy Pemberton](#), [Dylan Botica](#), [Madison Ainsworth](#), [Jesse Naylor Zambrano](#), [Clare Metcalf](#)
- 2.2. Others Present; [Maryanne Shaddick](#), [Tanya Della-Santina](#), [Fatma Sehic](#), [David Luketina](#), [Jessica Adamson Bourne](#)
- 2.3. Apologies and Leave of Absence; [Bec Barendrecht](#)
- 2.4. Absent;

3. Disclosure of any potential or perceived Conflicts of Interest

4. Confirmation of the Minutes of the Previous Meeting

Motion: That the activities Committee approve the minutes of the previous meeting held on 13/04/2021 and 11/05/2021 as a true and accurate record of the meeting.

Moved: [Lachlan Lee](#)

Seconded: [Dylan Botica](#)

[Clare](#) says she was probably the one to second the motion to approve the minutes that was included in the past minutes. [Lachy](#) says he will check his notes and confirm this.

The motion passes.

5. Matters Arising from the Minutes

6. Business on Notice

- 6.1. Reports
  - i. Vice President – Activities;

Lachy has been on leave. He says the Cat Café was lovely. He was unable to attend the End of Semester Bash due to academic obligations.

Jesse queried if events have been organised for Stress Less Week. Lachy says that there were fruit giveaways last week and there will be some this week. Brinner will also be held tonight.

ii. Manager – Student Engagement;

Maryanne reports that according to the industry standard, the digital engagement with the End of Semester Bash was good. Instagram stories tended to have less engagement, partially due to the limited broadcast time.

Maryanne says she compared the engagement for EOSB with the Cat Café. She notes that there was quite a bit gap.

There was 1.5% engagement on Facebook for EOSB, which is a bit above average and 3.5% for Cat Café. The reach was 15% vs 5% Cat Café vs EOSB.

Maryanne noted that students had a greater interest in Cat Café and there are a lot of possible reasons for this. She adds that the click throughs on emails for EOSB bash were less than the Cat Café.

Reasons cited for not attending EOSB includes that attendees live far away, don't have friends to go with, didn't hear about the event, don't drink alcohol and had other commitments. The statistics about this are similar to what they are for past events.

David asks how the level of promotion compared with other EOSBs. Maryanne says it's quite similar, but the timeframe for advertising was a bit shorter. There were also no sponsored posts.

iii. Manager – Student Experience;

iv. Manager – Retail and Tavern Services;

Tanya reports that activities for semester 1 have wrapped up and she is now looking towards events for semester 2.

Jesse asks how the Tav is performing day-to-day. Tanya says that it is doing better than pre-COVID levels, with more drinks and food being bought. She raises that the increase in food purchases could be because food trucks are no longer available on campus.

Tanya notes that from the exam timetable she's received, there are very few in-person exams and they're generally in the morning. This would make it hard to justify late opening hours for the Tav.

v. Events Coordinator

The events team held the first Wellbeing Fair and it seems to have achieved the goals that the team was aiming for, which was a similar feel to O-Day.

Guild Upcycle Markets has good attendance and did better than last year. The team raised \$872 for the charity that the proceeds were being donated to.

Cat Café was held to respond to the demand from students wanting to see animals on campus. It was more popular than anticipated. About \$900 was raised for the rescue. The team has some ideas on how to run the event in the future so that less people miss out.

The focus is now shifting to getting semester 2 events, including O Day.

O-Week will be held in Alcoa Court rather than Atkinson due to the library renovations.

Jesse asks if any of the cats were adopted from the event. Jess says that the Guild wasn't actively advertising that they were up for adoption. Some kittens were currently being fostered.

Motion: That the activities committee notes the reports.

Moved: Lachlan Lee

Seconded: Clare Metcalf

Motion passes.

- 6.2. Event Proposals
  - i. Guild O-Day Semester 2, 2021

Happens in week 1 rather than in orientation week to try to engage as many students as possible.

Last semester, there was an entry-exit system. After reflection with other teams involved, this was not effective. The safety of the event can be encouraged by the use of the QR code.

Jess is hoping to bring back the Guild stage.

There will still be a cap on external vendors.

It was noted that the reduced external vendors previously didn't seem to have much of an impact on the event compared to the usual number of vendors.

Some issues were raised regarding the Quiet 30 last semester. Virtual O-Day will be pushed as an alternative for students with more sensory requirements. Physical O-Day won't be advertised as low sensory, but it will not have amplified music.

Dylan asks if it's possible to have the last 30 minutes of the event being the quiet 30. Jess says this will result in a poor experience.

Dylan asks if it's possible to start the event 30 minutes earlier and tell stallholders to be ready for this, and to then advertise the official opening time as 30 minutes later. Jess says this is kind of what they do already.

Clare asks if there will be a clubs carnival in semester 2. Jess says she is hoping to have a wellbeing fair, and inviting clubs to attend this.

Clare asks if this is something that can be raised at a clubs and societies meeting.

Jesse says that she will be attending a working group for activations on campus and asks if Jess has any ideas to bring to their attention. She says that encouraging activations of infrastructure and furniture would be very helpful as we don't have the means to facilitate this. She suggests improving current places to make them more usable for students.

David and Maryanne leave the meeting at 2:29pm.

- ii. End of Semester Bash, Semester 1

EOSB numbers were very bad, only 300 in attendance. Based on previous events, the event attendance was unexpectedly poor.

There was a lot of comments of people not having heard about the event.

Dylan notes that a common issue that he found was that a lot of students in his faculty were having assessments due on the last day of semester. This might have impacted attendance.

Tanya asks if Jesse can get a hold of information regarding the what Dylan mentioned about students.

Tanya leaves at 2:38pm.

#### 7. Collaborative Event Planning

#### 8. General Business

Clare raises that a club was having an event in Clubs HQ during EOSB. She queries how the club's event went and adds that it would have been nice to have this as an addition to EOSB.

Cassidy says the Womens Department event was held last week.

#### 9. Next Meeting

The next ordinary meeting of the Activities Committee is Tuesday, the 6<sup>th</sup> of July at 1:30pm. Documents and motions are to be submitted no later than 4:30pm on Friday, July 2<sup>nd</sup> to [secretary@guild.curtin.edu.au](mailto:secretary@guild.curtin.edu.au)

Meeting closes at 2:43pm.