

**MEMORANDUM OF
UNDERSTANDING BETWEEN
MOUNT SAINT VINCENT
UNIVERSITY AND
THE MOUNT SAINT VINCENT UNIVERSITY STUDENTS'
UNION
2020-21, 2021-22, 2022-23**

PREAMBLE

Mount Saint Vincent University and the Mount Saint Vincent University Students' Union (the "Parties") commit to the overarching principle that this Memorandum of Understanding ("MOU") will make a significant contribution to continual student engagement and input through formalizing many of the informal practices both Parties have been using for years. This MOU builds upon the groundwork established through the transparent, communicative, respectful and mutually beneficial relationship between both Parties.

Whereas Mount Saint Vincent University (the "University") is a degree-granting post-secondary institution in Halifax, Nova Scotia and was incorporated by *Chapter 124 of the Acts of 1966, the Mount Saint Vincent University Act, 1966*;

And whereas *An Act to Amend and Consolidate the Acts Related to Mount Saint Vincent University, 1988*, empowered the University Board of Governors (the "Board") to ensure the Board has the governance, conduct, management and control of the University and its property, revenues, expenditures, business and affairs and has all the powers necessary to perform its duties and achieve the objects of the University;

And whereas the Mount Saint Vincent University Students' Union (the "Students' Union") is a student-governed and operated non-profit organization incorporated under the *Act to Incorporate Mount Saint Vincent University Student Union, 1970*.

Therefore, the Parties agree to enter into this MOU as outlined below, adhering to the principles of strategic partnership, student-centeredness, respect and understanding, openness and trust, mutual support and commitment, independence, accountability, and diversity and equity.

EXTERNAL COMMITMENTS

1. Both Parties recognize the *Memorandum of Understanding between the Province of Nova Scotia and the Nova Scotia Universities (2019-2024)* and understand the local implementation requires a joint partnership between the University and the Students' Union. Therefore, both Parties agree to hold an annual open-table discussion, introducing the above-mentioned MOU to the incoming Students' Union Executive Team, and highlighting their role in the process. This session will be facilitated by the University.

MEETINGS

2. The University and the Students' Union agree to have regular meetings between members of the University administration and elected student leaders from the Students' Union, including:
 - a. Meetings each term between the University Senior Administration Team (consisting of the President, Vice President Academic and Vice President Administration) and the Students' Union Executive Team (consisting of the President, Vice President Communications, Vice President Advocacy and Vice President Student Life).
 - b. Regular meetings (monthly) between the following members: MSVU President and MSVUSU President, MSVU Provost and Vice President Academic and MSVUSU Vice President Advocacy, MSVU Associate Vice President University Relations and MSVUSU Vice President Communications, MSVU Associate Vice President Student Experience and the MSVUSU President and Vice President Student Life, MSVU Dean of Professional & Graduate Studies and MSVUSU Vice President Graduate Affairs.
3. Introductory meetings with the MSVUSU Executive members and key MSVU Administrators to facilitate proactive communication and collaboration. This should include the Director of Finance and Administration, Director of IT&S, Director of HR, Director of Facilities Management and the Registrar. These meetings will take place at a time at which both parties are available.
4. These meetings shall be an opportunity to informally communicate areas of concern, and identify areas of collaboration.
5. It shall be the responsibility of representatives from the University to schedule these meetings.
6. The University and the Students' Union agree to actively create opportunities to connect administration, faculty and staff from the University with student-elected representatives from the Students' Union Students' Representative Council ("SRC") in an effort to empower individuals in those roles.

ACCOUNTABILITY and CONSULTATION

The University and the Students' Union are committed to working together to consult on pertinent issues.

In accordance with article 20.1(b) in the *Memorandum of Understanding between the Province of Nova Scotia and the Nova Scotia Universities (2019-2024)*, both Parties recognize the need for student consultation with respect to changes to auxiliary and ancillary fees. The Parties agree to the following:

- a. Auxiliary fees are fees for supplies, equipment, labs, field trips or other items that students are required to pay in order to enroll in or complete a program or course;
- a. Ancillary fees are fees for non-academic services such as residence accommodation, food services, health services, and athletic services;
- b. Representation of two (2) members of the Students' Union on the University Budget Committee;
- c. A budget presentation by the Students' Union to the University Budget Committee, including recommendations;
- d. Both Parties agree to work together to clearly outline and make public a student consultation process regarding auxiliary and ancillary fees;
- e. "Student Consultation Process" shall be defined as the following:

- i. At least one (1) meeting with representatives from the University and representatives from the Students' Union, outside of the previously mentioned;
 - ii. One (1) presentation from representatives of the University to the Students' Union SRC, along with a question period;
 - iii. One (1) student engagement session, hosted in partnership with the University and the Students' Union;
 - iv. Promotion of information through the University social media channels, and the Students' Union social media channels.
- f. At the student engagement sessions, the University shall:
- i. Provide students with rationale for implementing changes to the fees;
 - ii. Offer students the opportunity to provide feedback on the proposed fee changes, which will be reviewed by the University before final decisions are made.

REPRESENTATION

7. Both Parties recognize the University is governed using a bi-cameral governance structure consisting of the Board and the Senate. Additionally, both Parties recognize the importance of student input on governance structures. Therefore, both Parties agree to the following:
- a. Representation from three (3) student members on the Board, in accordance with Article 6.1.h of *An Act to Amend and Consolidate the Acts Related to Mount Saint Vincent University*;
 - b. Representation from six (6) student members of the Senate, in accordance with *Article 1.1 of the Senate By-Laws*;
 - c. Representation from the Students' Union President on the Senate Executive;
 - d. Representation from student members on Board and Senate committees, as applicable.
8. Both Parties recognize the Students' Union is governed by the SRC. Additionally, both Parties recognize the importance of external perspective and mentorship on governance structures. Therefore, both Parties agree to the following:
- a. The Students' Union will extend a standing invitation to representatives from the University Administration, Board, and Senate to observe an SRC meeting.

ADMINISTRATION OF UNION ELECTIONS

9. Both Parties recognize that free independent elections are essential to student democracy. Additionally, both parties recognize that the University's Information & Technology (IT) services is best equipped to administer online voting for Students' Union elections. Therefore, both Parties agree to the following:
- a. The University's IT services shall administer online voting for all Students' Union elections.
 - b. The timing of these elections shall be on dates mutually agreed upon by IT&S and the Students' Union and will be determined in accordance with the Students' Unions Constitution, Bi-Laws and Policies governing elections.

CONTINUITY AND DISPUTE RESOLUTION

10. Both Parties recognize this MOU is a joint responsibility of the University and the Students' Union, and strives to be mutually beneficial. Therefore, both Parties agree to the following:
- a. The University President and the Students' Union President shall be responsible for the oversight

of this MOU;

- b. In the case either the University President and the Students' Union President leaves office, it is their responsibility to inform their successor of the MOU;
 - c. It is the responsibility of the University President to inform the University Senior Administration Team of the MOU;
 - d. It is the responsibility of the Students' Union President to inform the Students' Union Executive Team of the MOU;
 - e. The MOU shall be introduced and discussed at the first quarterly meeting between the University Senior Administration Team and the Students' Union Executive Team following the election or introduction of new office-holders.
11. It is expected that matters governed within this MOU will be discussed in a positive and constructive way. In the event that a dispute arises, all effort will be made to resolve issues through a meeting with the Students' Union Executive and the University Senior Administration.

AMENDMENTS

- 12. Amendments may be made to this MOU by mutual consent of the Parties.
- 13. This MOU is effective as of May 1, 2020 and will expire April 30, 2023 unless renewed by mutual consent of the Parties.

Dr. Ramona Lumpkin

Interim President

Mount Saint Vincent University

Jesse Sutherland

President

Mount Saint Vincent University Students' Union

Signed:

APPENDIX A

DOCUMENTS OF REFERENCE

PREAMBLE

Chapter 124 of the Acts of 1966, the Mount Saint Vincent University Act, 1966 can be found at: <http://www2.msvu.ca/legcat.gov.ns.ca/deposit/Statutes/1966.pdf>

An Act to Amend and Consolidate the Acts Related to Mount Saint Vincent University, 1988 can be found at: <http://www2.msvu.ca/DocumentCentral/Documents/MSVU%20Charter.pdf>

Reference to *Act to Incorporate Mount Saint Vincent University Students Union, 1970* can be found at: <http://www2.msvu.ca/legcat.gov.ns.ca/deposit/HansardDeposit/49-04/19700223.pdf>

Mount 2017 can be found at: <http://www.msvu.ca/site/media/msvu/Documents/Mount%202017%20Making%20a%20Difference%20%28Strategic%20Plan%29.pdf>

MSVUSU 2020 can be found at: <http://mountstudents.ca/wp-content/uploads/2015/08/Strategic-Plan.pdf>

CONSULTATION

Memorandum of Understanding between the Province of Nova Scotia and the Nova Scotia Universities {2015-2019} can be found at: <http://www2.msvu.ca/legcat.gov.ns.ca/deposit/HansardDeposit/49-04/19700223.pdf>

REPRESENTATION

Senate By-Laws can be found at:

<http://www2.msvu.ca/DocumentCentral/Documents/Senate%20Bylaws.pdf>

COLLECTIOIN OF UNION FEES & ADMINISTRATION OF UNION ELECTIONS

Students' Union Constitution, By-Laws, and Policy can be found at:

<http://mountstudents.ca/your-union/governance/governingdocuments/>