

# Memorandum Of Agreement

---

CAPE BRETON UNIVERSITY  
AND  
CAPE BRETON UNIVERSITY STUDENTS' UNION

2019-2024

*Handwritten signature*

*Handwritten initials*

Contents

Overview .....2

Items of Inclusion .....2

    Physical Space Provision.....2

    Lounge Management Agreement .....3

    Hiring Committees.....3

    Governance Structures.....3

    Budget Consultation.....4

    Regular Meetings .....4

    Special Assistance Fund.....4

    Students’ Union Fee .....4

    Students’ Union Centres .....5

    Orientation & Special Events.....5

    Dates of Operation .....5

    Student Health Insurance.....6

    Duration of Agreement .....6

    Authorized Signatures.....6

*Handwritten signature*

*Handwritten initials*

## Overview

This agreement between Cape Breton University (herein referred to as the "University") and the Cape Breton University Students' Union (herein referred to as the "Students' Union") has been formulated with the best interests of both parties to come to a better understanding of how each are integral in supporting each other's mandates.

A Value of Cape Breton University is **Cooperation – Maw lukitink "Working together for the common good"**. The Students' Union mission to represent students and ensure student voices are heard on all aspects of student life will provide an opportunity for both parties to address items of the utmost importance to the greatest stakeholders – students.

This agreement will cover specific items for the indicated period. Any additional items can be added with agreement between university representatives and student union officials through addendums or specific service agreements if required.

The following items are included within this agreement at the time of signing:

- Physical Space Provision
- Lounge Management Agreement
- Hiring Committees
- Governance Structures (Board of Governors, Senate)
- Budget Consultation
- Regular Meetings
- Special Assistance Fund
- Students' Union Fee
- Centres & Community Resources
- Orientation & Special Events
- Dates of Operation
- Student Health Insurance

Both parties agree that the primary intention for this agreement is to create clear and identified provisions and expectations. Open, honest and clear communication between both parties will be of paramount importance.

## Items of Inclusion

### Physical Space Provision

Cape Breton University has provided space to the Students' Union for over 20 years in their current locations. The total square footage provided to the Students' Union is 18,400 square feet. This consists of 10,400 square feet in the upper level of Campus Centre, 5,460 square feet for the Pit Lounge, and 2,540 square feet for Caper Convenience.

The space provided on the upper level of Campus Centre includes two boardrooms (Dingwall/Wadden), elected official offices, hired student and permanent staff offices, and other spaces currently used for the operation of a Women's Centre, Pride & Ally Centre, Multicultural Hub, CAPR Radio, Caper Times Media, Dawn MacDougall Common Room, Food Bank, and storage.

The space provided in the lower level of Campus Centre includes space used for the Pit Lounge and Caper Convenience.

Heat, ventilation, air conditioning, electricity, wifi, cleaning, maintenance services and other general care services are provided with no charge from the University to the Students' Union.

Through this agreement, the University will continue to provide the space and associated services to the Students' Union on the following conditions:

- a) the space is respected and taken care of by its patrons. Any excessive damage caused within the spaces may be billed to the Students' Union.
- b) The University, at various times, may need to utilize the boardrooms in the provided space. The Students' Union will not deny access to the University through the SU booking system.
- c) The Students' Union will not charge anyone (internal or external) for the use of their space
- d) Independent operators (ie. CAPR Radio) using the space will adhere to provisions above

The University, through prior consultation and written approval with the Students' Union Executive, reserves the right to re-allocate space within the Students' Union if the required intention of the space will be of greater benefit to the overall student population.

## Lounge Management Agreement

The University will remain the holder of the Special Premises Liquor License and will have a separate Lounge Management Agreement with the Students' Union for the operation of the Pit Lounge. This agreement is to be adhered to at all times or will be subject to the terms set forth in the Termination of the Lounge Management Agreement.

## Hiring Committees

The parties agree to collaborate to ensure representation as required on hiring committees they administer. The University will make this a policy within their Human Resource Department effective the date of this agreement. Through either the HR Department or individual hiring committee chairs, the University will reach out to have a student representative on the hiring committees. The Students' Union will reach out for a University representative to have expertise on relevant SU hiring committees.

## Governance Structures

The University agrees to the following student members as part of its governance structure:

- Student membership on Senate (9)
- Student membership on Board of Governors (4)

## Budget Consultation

The University agrees to provide the Students' Union representatives on the following:

- Senate Budget Advisory Committee
- Board of Governor's

The Students' Union agrees to provide the University an outline of their yearly budget once approved through the Student Representative Council. This presentation will be done as part of the quarterly meetings with Director's/Dean's outlined below.

## Regular Meetings

The parties agree to regular monthly meetings between the Students' Union Executive and Director of Student Affairs and other University officials as required.

The parties agree to quarterly meetings between the Students' Union Executive and Director's/Dean's to discuss general student issues.

The University will make a provision for the Students' Union Executive Vice-President to have time at Provost Group meetings once per month to discuss student academic issues with the Dean's.

The intention of these meetings will be to share information on items of importance to students that can be responded to by either party, or collectively.

## Special Assistance Fund

The University agrees to continue the transfer, subject to budget approval each year, funds for the operation of Centres within the Students' Union that are of benefit to the student population. Other uses for this fund will be agreed to early in the term of the Students' Union Executive each spring with the Director of Student Affairs.

The transfer of funds will occur once the terms of use each year are agreed to. The transfer will be divided in two equal disbursements. The first disbursement will occur in the Fall semester. The second disbursement will occur in the Winter semester after a Fall semester report is tabled by the Students' Union outlining how they have met the objectives outlined in the agreement of transfer of funds.

## Students' Union Fee

The Students' Union will work with the University Finance Office to request annual transfer payments for the collected fees. Changes in student enrolment during the year that were not anticipated (increase/decrease) that may cause a significant change to the Students' Union budget can be adjusted during the year through consultation between the parties.

## Students' Union Centres

The operation of Centres within the Students' Union (Pride & Ally, Women's, Multicultural) are very important to the student experience and support student success. The University has roles within departments that should be connected to the Centres as follows:

- Pride & Ally – Human Rights & Diversity, Personal Counselling, Human Resources, Health Centre, Campus Life
- Women's – Health Centre, Personal Counselling, Campus Life
- Multicultural – International, Human Rights & Diversity, Campus Life

The Centre Coordinators should ensure that regular communication is occurring with members of the above noted University departments. Collectively, these groups can support one another to ensure the best possible student experience.

Any future development of centres will connect with the appropriate University offices and departments.

## Orientation & Special Events

The introduction to university life and various services available across campus is paramount to student retention and success. The Students' Union and University will work collaboratively on Orientation events and activities at each interval of new student arrivals (Spring, Fall, Winter).

A healthy and balanced social and academic life is a very important aspect of the student experience. Throughout the year there are numerous events for students, faculty, staff and the community. The Students Union and University will work collaboratively on any student focused event.

The Students' Union Executive, full-time staff, and Centre coordinators are also important in ensuring information is brought forward on planned events. The University's Campus Security and other Student Affairs officials (Residence Life Coordinator, Academic Advisors/Student Success Coaches, Human Rights & Diversity, Health Services, International Student Advisors) are all important roles in sharing information on planned events.

Open lines of communication between the two parties are key to ensuring success. The parties agree to work to ensure all involved staff will adhere to the objective to work collaboratively.

## Dates of Operation

The University operates 12 months a year, except for a Holiday shutdown each year. Typically, this shut down takes place from December 23 – January 2. In order to ensure a coordinated level of service to students, the Students' Union is encouraged to adhere to the same dates of operation as the University.

### Student Health Insurance

The University administers the International Student Health Plan. The Students' Union administers the Canadian Student Health & Dental Plan.

Over the duration of the Agreement, the parties will look for opportunities, both internally and externally with our associated connections, to create a more effective cost centre for better coverage for student health plans.

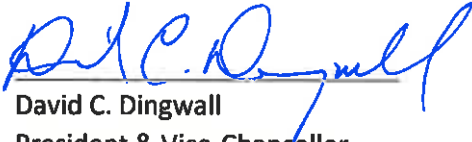
### Duration of Agreement

The parties agree to the agreement to be in effect from the date of signature until April 30, 2024.

### Authorized Signatures

By the signatures of their respective and duly authorized officials below, both parties acknowledge having read and understood the agreement and agree to the outlined terms and conditions.

SIGNED:



David C. Dingwall  
President & Vice-Chancellor  
Cape Breton University



Parateek Brar  
President  
Cape Breton University Students' Union

Date: April 15/2019.

Date: April 15/2019.

Witness: Emily MacLennan

Witness Signature: Emily MacLennan

Date: April 15/2019



