

**ST. MARY'S UNIVERSITY**

**POLICY TYPE: Administrative**

<b>POLICY TITLE:</b> Students' Association Agreements Policy	<b>POLICY NUMBER:</b> n/a
<b>BOARD OF GOVERNORS APPROVAL:</b> n/a	<b>DATE REVIEWED:</b> November, 2011 September 17, 2012; October 28, 2013 October 31, 2014 October 21, 2015
<b>RESPONSIBILITY:</b> Vice President Student Services	<b>AUTHORIZATION:</b> Leadership Team

**A POLICY**

**1 Principles**

In the earliest medieval universities, students had influence over the governance and programs of the university. Continuing this tradition of liberal arts universities, the administration of St. Mary's University values the input it receives from all students and thereby supports the duly elected Student Legislative Council (SLC) as legal representatives of the Students' Association of St. Mary's University.

**2 Purpose and Scope**

This policy outlines the agreements, duties and responsibilities which define the relationship between the Student Legislative Council of the Students' Association of St. Mary's University and the administration of St. Mary's University.

**3 Terms**

- a "SA" means The Students' Association of St. Mary's University.
- b "SLC" means The Student Legislative Council, elected by official process in accordance with The Students' Association of St. Mary's University Constitution and Bylaws.
- c "University" means administrative members of St. Mary's University.
- d "VPSS" means the Vice President Student Services.

- e “Liaison” means the VPSS of the University who has been designated by the President of the University as a liaison to the SLC. A faculty liaison may be appointed by the VPSS to assist in mentoring, advising and coaching SLC members and serving as the connection between faculty and the SA.
- f “Security” means personnel employed by or contracted by the University to provide on-campus security.
- g “SA Premises” means the upper level of the Students’ Association Building located at 14586 Bannister Road SE, including the landing and stairs leading to the upper level from the west facing main doors, the landing and stairs leading to the upper level from the east facing back door and the washrooms located on the lower level.
- h “SA Building” means the entire building located at 14586 Bannister Road SE, including the SA Premises and the lower level.

#### **4 Responsibilities of the University**

- a SA Building
  - i The University owns and remains financially responsible for the SA Building including:
    - (a) all security system installation and maintenance;
    - (b) the structural integrity and proper maintenance of the building envelope;
    - (c) lighting, heating and operating costs; and
    - (d) all snow removal, parking areas and grounds work surrounding the building.
  - ii Rent
    - (a) The University does not currently charge rent or collect fees from the Students’ Association for use of the SA Premises.
  - iii Security
    - (a) The University will include the SA Building as part of its security schedule including:
      - (i) regular checks by security personnel when on duty;
      - (ii) maintenance of security alarms; and
      - (iii) arrangement and payment for the services of two security personnel for each SA event where alcohol is served.

iv Cleaning

- (a) The University will be responsible for:
  - (i) daily cleaning of the washrooms in the lower level;
  - (ii) daily removal of garbage;
  - (iii) daily cleaning of stairs and landing at main entranceway to the SA Building;
  - (iv) weekly cleaning of floors on second floor and annual cleaning of windows.

v Damages

- (a) The University will repair any damages to the SA Building that are a result of weather, break-in, and ongoing and reasonable wear and tear.

vi Hours of Operation

- (a) The University reserves the right to determine the hours of operation:
  - (i) During the Fall and Winter academic terms:
    1. Monday-Thursday: 7:30 a.m. to 8:00 p.m.; Friday: 7:30 a.m. to 5:00 p.m.
    2. The SA building is closed on weekends and holidays; however, each SLC Executive Team member will retain a building key and may access the building for SLC members in off-hours up to 10:00 p.m.
      - a. An SLC Executive Team member who accesses the building during the off-hours will lock the entrance door and set the alarm on exiting the building;
      - b. SLC Executive team members will sign in on entry afterhours and sign out on exiting;
      - c. There will be no sharing of keys and codes.
    3. Extended hours for particular events may be approved with permission of the VPSS.

vii Keys

- (a) The University will supply keys to SLC Executive Team.
- (b) Keys will be returned to University at the end of the members' terms.

viii Insurance

- (a) The University will maintain adequate replacement cost insurance for the building.

- ix Computers
  - (a) The University will supply and maintain three (3) networked computers in the SLC offices and one (1) network connection in the student lounge;
  - (b) Computers are for SLC use only;
  - (c) The University will provide wireless internet access to the SA building.
  
- x Phones
  - (a) The University will install and maintain one (1) University linked telephone in the SLC President's office with long distance calling restrictions and one (1) security phone in the main room.
  
- xi Upgrades
  - (a) Regular upgrades or improvements to the building will be decided on by the Facilities Manager in conjunction with the SLC, the VPSS and other appropriate University personnel;
  - (b) There shall be an annual walk-through of the SA Premises with the SLC President, the VPSS and the Facilities Manager to identify possible upgrades or needed repairs and maintenance issues;
  - (c) Requests for minor repairs (e.g., light bulb replacement) will be made to the VPSS who will convey them to the Facilities Manager.
  
- xii SA Building Rooms
  - (a) Room 203 will be given to the SLC as an office for the President with access given to the President and the VPSS;
  - (b) Room 201 will be given to the SLC as an auxiliary office with access given to the SLC VP Finance, SLC VP Internal, and VPSS;
  - (c) Room 205 will be given to the SLC as an office for the SLC with access given to all SLC members.
  
- b Finances
  - i The University will collect Students' Association fees on behalf of the Students' Association and will forward same as follows:
    - (a) 80% of Fall term fees collected will be advanced by October 31;
    - (b) 80% of Winter term fees collected will be advanced by February 28;
    - and
    - (c) The remainder of Fall and Winter terms fees and Spring term fees collected will be remitted no later than June 30.
  
  - c SLC Executive Scholarships and Recognition
    - (a) The University will pay a scholarship to the SLC President equal to the base tuition for two courses per academic term, provided all related fees, and tuition and related fees for other courses are paid by the

SLC President when due. The scholarship will be credited to the student's account;

- (b) The University will pay a scholarship to each of the four SLC Vice Presidents equal to the base tuition for one course in the Winter term, provided all related fees, and tuition and related fees for other courses are paid by the SLC Vice President when due. The scholarship will be credited to the student's account;
- (c) SLC Student Representatives will receive a letter signed by the VPSS acknowledging the contribution of the student representative. The letter will be issued no later than April 30 each year.

## **5 Responsibilities of the SLC**

- a At all times, the SLC shall abide by all St. Mary's University policies and regulations including policies related to smoking, alcohol and drugs, and to all municipal, provincial and federal laws and statutes.
- b SA Building
  - i The Students' Association owns and/or remains financially responsible for the contents of the SA Building including:
    - (a) all furniture/television equipment bought by or donated to the Students' Association; and
    - (b) all personal effects of SA members and guests.
  - ii Rent
    - (a) The SLC currently pays no rental fee to the University for use of the SA Premises.
  - iii Social events
    - (a) Social events are primarily for the enjoyment of students of St. Mary's University. To help ensure a safe and secure event there will be ID checks and guest sign-in for each event. Attendance may be restricted to one guest per student at the discretion of SLC and the VPSS.
    - (b) The SLC will submit an application to hold a social event ten (10) days before the scheduled event;
    - (c) For an event where alcohol will be served, an application for permission to purchase a special event liquor license will be submitted to the VPSS, who will write a letter to authorize the purchase of the license;
    - (d) For use of a St. Mary's University building other than the SA Premises or for rental of an outside facility, an external rental agreement must be completed and submitted;

- (e) Forms must be approved by the VPSS and a copy submitted to the Vice President, Business and Finance and to the facilities Manager at least one (1) week prior to the event.
  - (f) The SLC VP Events will provide a calendar of events to the University Advancement Office, the VPSS, and the Facilities Manager upon approval of the events calendar by the SLC.
- iv Security
- (a) SLC will abide by all requests of Security;
  - (b) SLC will arrange for and pay directly for up to two additional security persons for each event where alcohol is served. These arrangements must be approved by the VPSS and communicated to the Facilities Manager. The SLC will hire an external bartender when requested to do so by the VPSS
- v Cleaning
- (a) The SLC will be responsible for:
    - (i) cleaning after special events
    - (ii) end of the year cleaning (subject to a “walk through” by the VPSS and the Facilities Manager)
      - 1. all furniture will be neatly arranged and cleaned;
      - 2. all personal effects will be removed from the building.
- vi Damages
- (a) The SLC will repair or pay for repair of any damages to the SA Premises that are a result of neglect, abuse or willful misconduct.
- vii Hours of Operation
- (a) The SLC will abide by the set hours of operation;
  - (b) The SLC will provide the names of their council members to the Facilities Manager to facilitate off-hours access;
  - (c) Failure to respect the approved hours of operation may result in curtailed hours and/or disciplinary action.
- viii Keys
- (a) The SLC is responsible to notify the VPSS of lost keys;
  - (b) Lost keys will be subject to a replacement fee of \$25/key;
  - (c) The SLC will not reproduce keys;
  - (d) SLC members will return keys to the VPSS at the end of their term.
- ix Insurance
- (a) The SLC will secure adequate insurance for the contents of the SA Premises;
  - (b) The SLC will secure a commercial general liability policy of \$1 million;

- (c) The SLC will secure an executive protection and employment practices liability insurance policy for \$1 million;
  - (d) The University will be named as an additional insured on the SA's commercial general liability policy and will provide the University with a certificate of insurance or other satisfactory proof of insurance at the start of each academic year;
  - (e) Separate alcohol liability insurance policies will be secured for all SA events at which alcohol is served, whether these events are held on or off campus.
- x Computers
- (a) The SLC will work with University IT personnel to maintain the proper working order of supplied computers;
  - (b) The SLC may supply and maintain independent computers on approval of the University IT department.
- xi Phones
- (a) The SLC will keep the supplied phones in good working order.
- xii Décor
- (a) The SLC and SA members may decorate walls, hang items, lay throw carpets, etc. as is fitting and appropriate for a St. Mary's University building;
  - (b) The SLC, on vacating the SA Premises at the end of their term, will return the building to the same or better state in which they found it at the beginning of their term.
- c Finances
- i. The SLC shall maintain a bank account and detailed financial records of all SA receipts and authorized expenses;
  - ii. The SLC shall provide a monthly financial report to the VPSS that includes a summary of all year-to-date receipts and expenses compared to the approved budget based on the SLC fiscal year from May 1 to April 30;
  - iii. The SLC will make arrangements for a Review Engagement of its annual financial statements (at its own expense) and will provide a copy of the final financial statements for the fiscal year to the University College by December 31;
  - iv. The SLC shall set aside and invest a minimum of 15% of school fees paid annually by SA members into a Heritage Fund;

- v. In conjunction with the VPSS, the SLC shall determine the amount of the SA membership fee to be assessed and payable by SA members for the following year; such recommendation shall be made to the Tuition Review Committee by December 1 of the preceding year.
  - vi. Please refer to the SA Constitution, Article IX: Finances for more detailed information.
- d Constitution and Bylaws
- i The SLC will abide by The Students' Association of St. Mary's University Constitution and The Students' Association of St. Mary's University Bylaws.

## **6 Responsibilities of the VPSS**

- a The VPSS will facilitate communication and business processes between the SLC and the University.
- b The duties of the VPSS are to:
  - i implement the Students' Association Agreements Policy;
  - ii attend all SLC meetings;
  - iii assist the SLC in interpreting and following The Students' Association of St. Mary's University Constitution and The Students' Association of St. Mary's University Bylaws;
  - iv assist in and ensure integrity of all elections and by-elections;
  - v review monthly financial reports provided by the SLC's VP Finance;
  - vi manage SLC scholarships;
  - vii ensure proper risk management for all activities and events of the SLC and Students' Association including administration and adherence to University policies with respect to events where alcohol is served and rental/use of both internal and external facilities.
  - viii Provide copies of event applications to the VP Business and Finance and the Facilities Manager.
  - ix Provide a calendar of SLC events to the Facilities Manager upon approval of the calendar by SLC.



**B PROCEDURES**

1. Each newly elected SLC will review this document by September 30.
2. Discussion, clarification and suggestions for change will take place in mid-October.
3. Requests for changes will be delivered to the University Leadership Team by the VPSS by October 15<sup>th</sup> each year.
4. Approved changes will be reflected in an updated document, approved by the Leadership Team, and signed by the President of the University before October 31.
5. The SLC will abide by this or the newly approved document for the remainder of their term of office.
6. Should the need arise, once a semester the SLC may request a review of these agreements through the VPSS and propose changes to the agreements.

We the undersigned agree to abide by the policies and procedures set forth in this document.

\_\_\_\_\_  
President, St. Mary's University

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Date

\_\_\_\_\_  
President, Student Legislative Council

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Date

\_\_\_\_\_  
VP Student Services, St. Mary's University

\_\_\_\_\_  
Date