

Memorandum of Understanding between the Nova Scotia Community College and the Nova Scotia Community College Student Association

Contents

Introduction.....	1
Role Definition.....	2
The Status and Relationship between the NSCCSA and the College.....	4
Management, Accountability and the Law	4
Premises	4
Finances.....	5
Collaboration	5
Communication	6
Wellness	6
Student Voice	6
Campus Specific Operational Agreements.....	7
Review	7
Signatories.....	8

Introduction

1. The Nova Scotia Community College Student Association (hereinafter referred to as 'NSCCSA') is a collective organization comprised of one student association per campus. Each campus student association is made up of student officials elected by their membership to represent the students of the Nova Scotia Community College (hereinafter referred to as 'the College') at their respective campus.
2. The College and NSCCSA trust that this Memorandum of Understanding will contribute to creating and maintaining positive relationships, increased communication and strategic collaboration. Both parties identify that this is in the best interest of providing a meaningful student experience.
3. The Community College Act states: "For each campus of the College there may be a students' association to provide for the administration of the affairs of the students of the campus."
4. The mission statement of the NSCCSA is "we are students working together to improve student life by creating opportunities for balanced lifestyles, promoting health and wellness, and encouraging campus-wide communication and participation."
5. The NSCCSA, and each of its respective campus student associations, is governed by the NSCCSA common constitution and by-laws, as approved by its membership via its respective Students' Councils.
6. The aim of this Memorandum of Understanding is to set common standards and practices for communication and collaboration between the College and the NSCCSA. The goal is to establish a positive working relationship to ensure the best student experience possible.

Role Definition

1. NSCC Student Association Executive Committee:

- a. NSCCSA, the Nova Scotia Community College Student Associations, refers to the Student Association affiliated with each NSCC campus.
- b. Each campus executive committee is comprised of elected student representatives in the following positions: President, Vice President Finance, Vice President Activities, Vice President Communications, and Vice President Services. These five positions form the NSCCSA Executive Committee, which has the authority, with approval from the NSCCSA Students' Council, to hire student staff to assist them in their function. (e.g. bookkeeper, coordinators).
- c. NSCC Student Association Students' Council is the governing body of the NSCC Student Association and is responsible for visioning and goal setting as well as overall organizational decision-making. Voting members of the Students Council are comprised of elected Program Representatives as well as the executive committee.
- d. The role of the NSCCSA, under the leadership of its campus Executive Committee and Students' Councils, is to plan, organize and support the delivery of events, activities, programs and services that encourage the growth and intellectual development of the student body and foster communication and understanding between the student body and the College. As an organization, NSCCSA will promote opportunities for student participation and involvement, promote the individual rights of students and encourage responsible student conduct, while supporting the values and mission of the College at each campus.

2. NSCC Student Association Advisor:

- a. Each Student Association Executive shall nominate staff or faculty who they would like to serve as their Student Association Advisor(s). They will bring these names forward to the Campus Principal who will work collaboratively with the Student Association Executive to find an SA Advisor. Upon receipt of consent from the staff or faculty member, they will serve in the capacity of SA Advisor on an academic year basis or until a successor is chosen by the Executive Committee. A maximum of two (2) SA Advisors may be chosen and are ex-officio, non-voting members of the campus SA Students' Council.
 - b. The role of the NSCCSA Advisor(s) is to assist the NSCCSA in the following five areas:
 - i. *Maintenance*: Serve to maintain the existence of the NSCCSA and to help provide continuity with the history, activity, and tradition of past years.
 - ii. *Growth*: Provide advice on SA activities that improve the operation and effectiveness of the group and help it progress towards its goals.
 - iii. *Education*: Stimulate executive members' learning and skills development, contributing to their intellectual growth and the enrichment of campus life.
 - iv. *Networking*: Help group members develop new contacts/partnerships for programming and mentoring internally within the campus community and externally in the broader community.
 - v. *Fiscal stewardship*: Support the Student Association Executive in their oversight and compliance with all fiscal management policies and practices, including acting in the capacity of a signatory on financial accounts.
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3. NSCC Student Life Team:

- a. Under the leadership of the Director, Student Awards & Experience, the Student Life team is comprised of the Manager, Housing and Student Life, and the Student Life Assistant(s). All members are employees of the College and all hiring and performance management falls under the purview of the College and their policies.
- b. The Student Life Assistant(s) are hired, in partnership with the NSCCSA, to support the delivery of programs and services focused on engaging students and providing them with meaningful opportunities by which they can get involved in their campus community. This involves creating opportunities for students to develop their leadership skills; designing new programs that allow students to enhance their portfolios through skill development; as well as supporting a variety of college-wide initiatives that help create a more dynamic student experience.
- c. In support of the NSCCSA, the role of the NSCC Student Life Team is to;
 - i. Develop and deliver training each year to provide all members of the NSCCSA with the skills required to complete their roles,
 - ii. Assist in the development of relevant policies, procedures and risk management and financial practices in partnership with the NSCCSA to support the operations of the NSCCSA,
 - iii. Provide mentorship, advice, and day to day management support to student organizations, and
 - iv. Advocate and liaise on behalf of the NSCCSA with the College.

4. NSCC Campus Principal:

- a. The senior leader on each campus who directly reports to the NSCC Vice President of Campuses and Communities. The Principal is responsible for overseeing all campus operations, supervising the campus management team, and maintaining effective community relationships.
- b. In support of the NSCCSA, the role of the NSCC Campus Principal is to;
 - i. Engage regularly with the NSCCSA Executive (via the NSCCSA President) to ensure the NSCCSA is informed and updated regarding campus events and priorities,
 - ii. Meet with the NSCCSA to hear their ideas, concerns as well as communicate issues of importance on behalf of the College, and
 - iii. Engage in the opportunity to provide mentorship and guidance to the NSCCSA.

5. NSCC Manager, Student Services:

- a. Reporting directly to the Campus Principal with a functional report to the AVP, Student Affairs, the Manager, Student Services (MSS) is responsible for the oversight of operations and services delivered by the Student Services department at their campus.
 - i. In support of the NSCCSA, the role of the MSS is to; Support NSCCSA in leadership recruitment as well as activities, events, and services by ensuring their staff team and students are updated where appropriate, and
 - ii. Engage regularly with the NSCCSA Executive to ensure the NSCCSA is aware of departmental events and initiatives and to identify opportunities for collaboration.
 - iii. Meet with the NSCCSA to hear their ideas, concerns as well as communicate issues of importance on behalf of the College, and
 - iv. Engage in the opportunity to provide mentorship and guidance to the NSCCSA

The Status and Relationship between the NSCCSA and the College

1. The College acknowledges that the student experience is influenced and heightened by having a student association on each campus and therefore the College views and supports the NSCCSA as the sole student association on campus.
2. With this acknowledgment, the College recognizes that the NSCCSA is self-governed and has financial and general operational autonomy from the College. However, the NSCCSA is responsible to adhere to all applicable policies and procedures of the College in addition to their own governing documents.

Management, Accountability and the Law

1. NSCCSA is responsible to comply with all College policies and procedures including but not limited to; Technology Resources - Acceptable Use Policy; Use of Copyright Materials Policy; Drug and Alcohol Use Policy, Email Policy, Facilities Use and Rentals Policy, Intellectual Property Policy, Occupational Health and Safety Policy, Procurement Policy, Passwords Policy, Respectful Communities Policy, Risk Management Policy, Sexual Violence Policy, Social Media Policy, and Student Community Standards Policy. The College is available to provide advice or guidance on compliance with these policies as required.
2. NSCCSA, in consultation with the College, has created a Risk Management and Activity Planning Manual that contains detailed risk management guidelines, planning forms, and waivers to assist each campus student association in assessing risk while planning events and activities. These materials and other student risk management processes may be updated from time to time, in consultation with the College's Occupational Health, Safety and Environmental Services department.
3. In acknowledging the importance of, and the shared responsibility for, student safety the College will purchase liability insurance on behalf the NSCCSA and each campus student association each year.

Premises

1. The NSCCSA will be provided with an office space by the College to conduct their business at each campus
2. The Campus Principal is responsible for designating campus space to the NSCCSA. This space will not be moved, altered, or changed without consultation with the NSCCSA. However the final decision rests with the Campus Principal.
3. NSCCSA recognizes that the space designated for their use must comply with all facilities and occupational health and safety regulations.

Finances

1. Empowered by the Community Colleges Act Section 81, the College will assess full and part time students a mandatory Student Association fee. This fee will be determined by the campus NSCCSA Students' Council and will be communicated yearly to the College by NSCC Student Life.
2. The College will disperse all collected fees to each campus SA twice a year, in October and February, when the respective Student Associations have provided an approved budget.
3. The College acknowledges that the NSCCSA is financially autonomous; they are not included in nor bound by the College's financial systems (procurement, budget, etc) and reporting. They manage and maintain their own budget, their own financial reporting, their own operational policies and procedures. They still must operate within all College policies, procedures and guidelines that govern student behaviour and risk management. In addition, the College will not accept any responsibility for any debts incurred by the NSCCSA.
4. The day-to-day finances of the NSCCSA are managed by each respective campus Executive Committee. All NSCCSA finances are overseen by NSCC Student Life through the following measures:
 - a. Two members of NSCC Student Life are signing authorities on each account; and
 - b. NSCC Student Life reviews all financial transactions, bank reconciliations and expenses, at minimum at the end of the fall and winter semesters.
5. If at any time, there is a report or suspicion of malfeasance, misfeasance, nonfeasance of any NSCCSA, NSCC Student Life reserves the right to immediately suspend all financial activity in response to a report. NSCC Student Life will investigate the claim and perform a review of NSCCSA finances. If deemed necessary, the NSCC Director of Internal Audit will complete an audit of the financials of the campus student association in question.
6. The NSCC Director of Internal Audit will perform on demand, as well as year-end financial audits. Results of these audits will be reported to the NSCCSA, NSCC Student Life and the NSCC Board of Governors Finance and Audit Committee.

Collaboration

1. Both parties acknowledge that each play a role in creating a positive student experience at NSCC. NSCCSA and the College therefore agree to support each other in joint initiatives and programs. To ensure consistent collaboration, both parties agree to the following joint initiatives (at minimum):
 - a. NSCCSA and the Campus Principal will co-host one program or event each year; and
 - b. NSCCSA and Student Services department (led by the Manager, Student Services or designate) will co-host one program or event each semester.

Communication

1. Both parties acknowledge that effective communication is crucial to creating and maintaining a positive working relationship. All communications should be professional, respectful, and prompt.
2. The NSCCSA has been granted the ability to send emails to all students at their respective campuses. The NSCCSA will send no more than one email/week to the all student list, unless exceptional circumstances warrant. If a campus of the NSCCSA wishes to send an additional email they will seek guidance from NSCC Student Life. The following individuals will be copied on these all student emails generated by the NSCCSA:
 - a. Campus Principal;
 - b. Campus Manager, Student Services;
 - c. Campus Student Association Advisor(s); and
 - d. Student Life team member who supports their respective campus.
3. To foster a relationship built on information sharing and communication, both parties agree to the following interactions (minimum number of meetings/frequency). Additional meetings if warranted can be called by either party:
 - a. NSCCSA to be invited to one All Staff Meeting per semester;
 - b. NSCCSA President (or designate) and Campus Principal to meet regularly with a minimum of two meetings per semester; and
 - c. NSCCSA to be invited to a meeting of Campus Management each semester.

Wellness

1. Both parties acknowledge the importance of mental and physical wellness and the roles they play in the life of a student. To encourage a focus on wellness with the NSCCSA Executives, the College will reach out to the NSCCSA Executives each Fall to inform them of resources both on and off campus. This reach out will be completed by a member of the NSCC Student Services team on each campus.

Student Voice

1. The College recognizes the importance of the student voice in its decision-making and operations. Therefore, the College welcomes and supports the inclusion of representatives from the NSCCSA or representatives selected from the general student body on relevant working groups and committees.
2. The College will endeavor to include the student voice on these committees by promoting vacancies each September and working with NSCCSA to promote these opportunities to the greater student body, when applicable.
3. The College will endeavor to include the student voice in major campus events and initiatives, such as, Get Started and Orientation. The College will extend an invitation to the NSCCSA to participate in the planning for these events.

Campus Specific Operational Agreements

1. Both parties recognize that each campus has its own specific processes and procedures that cannot be covered within this Memorandum of Understanding.
2. Each campus can create a campus specific operational agreement to outline campus specific considerations that will guide the relationship. These agreements will be written and signed, after being reviewed by NSCC Student Life, by the Campus Principal and Student Association President.
3. Agreements will be reviewed by NSCC Student Life to ensure they fall within the NSCCSA constitution, by-laws, and policies.
4. Agreements will be valid until April 30th of each year.

Review

1. The College and NSCCSA will review this Memorandum of Understanding every two years.
2. The review committee will consist of the following members, at minimum:
 - a. One (1) NSCC Campus Principal;
 - b. One (1) NSCC Student Life staff member;
 - c. One (1) NSCC Manager, Student Services; and
 - d. At least two (2) NSCCSA Presidents.
3. Any disputes on the interpretation or application of this Memorandum of Understanding will be addressed at a meeting between the Principal for the particular campus, the NSCC Manager, Housing and Student Life and the NSCCSA President for the particular campus.
4. The NSCC Vice President, Campus and Communities will sign the Memorandum of Understanding on behalf of all College campuses.
5. The NSCC Director, Student Awards & Experience will sign the Memorandum of Understanding on behalf of NSCC Student Life.
6. Each year the NSCCSA Presidents and Campus Principals for each campus will meet and sign the Memorandum of Understanding as soon as the NSCCSA campus President is elected. At this time, the NSCCSA campus President and Campus Principal will review the document and discuss campus specific implementation.

Signatories

By signing this Memorandum of Understanding (MOU) between the all signatories acknowledge and agree to the following:

1. "Good Faith Agreement": Both parties enter into this MOU in good faith, intending to foster a collaborative relationship that supports the goals and objectives outlined herein.
2. Non-Binding Nature: This MOU serves as a framework for cooperation and does not constitute a legally binding agreement. It reflects the intentions and aspirations of both parties but does not impose legal obligations.
3. Understanding and Acceptance: By signing this MOU, all signatories affirm their understanding of these terms and each signatory affirms their commitment to uphold the principles of collaboration, transparency, and mutual respect as they work together to achieve the goals outlined in this Memorandum of Understanding.

SIGNED ON BEHALF OF NSCC _____ CAMPUS:

Campus Principal

Date:

SIGNED ON BEHALF OF NSCCSA _____ CAMPUS:

Campus SA President

Date:

SIGNED ON BEHALF OF THE COLLEGE:

Lynn Hartwell

Vice President, Campuses and Communities

Date:

SIGNED ON BEHALF OF NSCC STUDENT LIFE:

Lori Foran

Director, Student Awards & Experience

Date:

EFFECTIVE FROM September 1, 2024 - August 30, 2026