

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PROVINCE OF NOVA SCOTIA
AND
THE NOVA SCOTIA UNIVERSITIES
2019-20, 2020-21, 2021-22, 2022-23, and 2023-24**

PREAMBLE

The Province of Nova Scotia and the Nova Scotia Universities (the “Parties”) commit to the overarching principle that this Memorandum of Understanding (“MOU”) creates the context in which the Parties will continue to work collaboratively and strategically to support the Nova Scotia university sector and its contribution to quality education, inclusive economic growth, population growth, safe and connected communities, and healthy population and system.

Whereas the Parties to this MOU share a commitment to working in partnership to achieve and maintain a high quality, accessible and sustainable university sector;

And whereas the Parties acknowledge the social, economic and cultural relevance of the universities to Nova Scotia’s progress, and the role of the universities in supporting government priorities;

And whereas the Parties agree Nova Scotia’s universities play a key constructive role in Nova Scotia’s social, economic, and cultural development and its population growth strategy, including in both rural and urban areas of the province;

And whereas the Parties are aware of the fiscal and demographic realities facing Nova Scotia and understand that collaboration and innovation are necessary to maintain and build on excellence in the university sector;

And whereas the Parties are committed to ongoing, meaningful consultation with students throughout the term of the MOU;

And whereas the Parties acknowledge that universities are autonomous institutions that take pride in their record of legislative self-governance;

And whereas the Parties are aware that the *Universities Accountability and Sustainability Act* came into effect in May 2015 in order to create greater accountability and sustainability;

And whereas the Parties commit to build on the efforts of the 2015-19 Memorandum of Understanding (MOU);

Therefore, the Parties agree to enter into this MOU as outlined below.

The core objectives of this MOU are to achieve a sector-wide cost structure that is sustainable relative to the fiscal capacities of the Province, and to work together to advance the social, economic, and cultural aspirations of the Province and its people.

The Universities and the Province therefore agree to work together through a Partnership, as described in Clause 1, to continue collective and institutional commitments to efficiency and effectiveness, and financial sustainability of the sector. Further, the Parties agree to ensure alignment of shared priorities of government and universities.

GOVERNANCE

1. The Universities agree to continue to participate in a Partnership with the Province to provide leadership to achieve the implementation of the MOU.
 - (1) The Partnership Committee includes all university presidents and several deputy ministers, co-chaired by the Deputy Minister of LAE and the Chair of CONSUP. This Partnership Committee will meet at least three times per year.
 - (2) The Partnership Committee has established a Steering Committee, which consists of a smaller group of university presidents and the Deputy Minister of Labour and Advanced Education (LAE). The Steering Committee will meet at the request of the Chair of the Council of Nova Scotia University Presidents (CONSUP) and/or the Deputy Minister of LAE and will include the President of Dalhousie University, the chair of CONSUP, the Deputy Minister of LAE, and three other university presidents named by CONSUP. The Steering Committee will be co-chaired by the Deputy Minister of LAE and the Chair of CONSUP.
 - (3) The Parties agree that institutional outcome agreements will be established between the Universities and the Province of Nova Scotia. The outcome agreements must include specific measures that will be taken by the universities to advance their long-term strategies and commitment to quality education, sustainability, and advancement of the priorities of the Province of Nova Scotia, and any additional measures that may be prescribed by regulation.
 - (4) The Partnership Committee will report annually to the Minister of LAE on the implementation of the MOU.
 - (5) The Partnership Committee will meet annually with elected student leaders to discuss the implementation of the MOU and to obtain student input.

PRIORITIES

2. Through the mechanisms described in Clause 1, the Parties agree to the implementation of an MOU work plan to achieve the following priorities: funding for universities; transparency and accountability; campus infrastructure renewal; maintaining and improving accessibility (in compliance with Bill 59 -- Accessibility Act/Standards Committee – education sector); tuition policy

that maintains accessibility; transparency with respect to the goods and services auxiliary and ancillary fees are applied against; educational quality; partnerships with Nova Scotia's Mi'kmaq and Indigenous people that 1) work toward fulfillment of the Truth and Reconciliation Commission's Calls to Action for post-secondary education and 2) align with Universities Canada's Principles on Indigenous Education (e.g. enhanced participation and persistence to graduation of Mi'kmaq and Indigenous students in post-secondary education); collaboration; research and innovation; and improved student experience with specific emphasis on enhancements to the overall health and well-being of students.

FUNDING FOR UNIVERSITIES

3. The Province, in part, provides the funding that universities need to advance educational quality over the long term. In order to ensure the stability and predictability of funding in the university system, each university's Operating Grant will increase by not less than (1 %) from the previous year in each of the five years of this MOU. The Parties agree that in order for the universities to receive their Operating Grant increase, they must achieve the outcomes outlined in their Outcome Agreements.
4. The universities have identified critical financial pressures in strategic areas including student support and services, programming for under-represented communities, and renewal and upgrade of facilities and information technology including making campuses more accessible.

The Parties agree to support the advancement of strategic priorities related to innovation, e-mental health, and the prevention of sexual violence. Accordingly, the Province will provide annual funding over the five years of this MOU to support these priorities as follows: Post-Secondary Innovation Team (\$1.685 million); e-mental health (\$600,000); and sexual violence prevention (\$470,000).

TRANSPARENCY AND ACCOUNTABILITY

5. The Parties agree that transparency and accountability are the hallmarks of an efficient and sustainable sector. The *Universities Accountability and Sustainability Act* came into effect in May 2015 in order to create greater accountability and sustainability. The Parties therefore agree that, over the course of this MOU, universities will continue to provide to the Province annual financial reports and projections, using a standardized template. The Province will meet with each university to review their financial reports on an annual basis.
6. The Parties agree that the standardized template is a fluid document that is subject to change in order to enhance the financial reporting process.

INFRASTRUCTURE RENEWAL

7. The Parties support infrastructure renewal, including enhancements to information technology (IT), addressing accumulated deferred maintenance, and accessibility.
 - (1) Both Parties recognize that the issue of accumulated deferred maintenance is an ongoing concern and that the Parties will consider all ways and means to annually support this issue.

- (2) The Province agrees that during the duration of this MOU, funding applications for shared IT initiatives, including shared services, will receive full consideration.
- (3) All post-secondary education institutions are prescribed as public sector bodies under the Accessibility Act (via regulation). In order for universities to comply with the regulation and the recommendations of the Education Sector Standards Council, the Parties will work cooperatively to meet the new Accessibility Standards, and to improve the built environment and equipment during the duration of this MOU.

TUITION POLICY

8. The Province acknowledges that universities are independent institutions, and must have the flexibility to make decisions to maintain and build on quality over the long term. The Parties agree that a primary focus is to maintain accessibility for Nova Scotia students who study at Nova Scotia universities. The Nova Scotia University Student Bursary Program will continue to provide a tuition reduction of at least \$1,283 for Nova Scotia students studying in Nova Scotia, based on a full course load. For the duration of this MOU, the Parties agree to the following policies which pertain to tuition fees:
 - (1) Universities may apply an increase to annual tuition of up to three percent (3%) for Nova Scotia students enrolled in undergraduate programs;
 - (2) The three percent (3%) annual tuition cap does not apply to out-of-province students or international students; and
 - (3) The three percent (3%) annual tuition cap does not apply to graduate programs or to the Medicine, Dentistry and Law programs.
 - (4) The Universities agree to submit to LAE, tuition fee schedules for all programs for the next academic year. The submission should be sent three weeks in advance of the approval by the university of the tuition fee schedules.

AUXILIARY AND ANCILLARY FEES

9. The Parties agree to the following with respect to auxiliary and ancillary fees:
 - (1) 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;
 - (2) Ancillary fees are fees for non-academic services such as residence accommodation, food services, health services, and athletic services;
 - (3) The Universities commit to being transparent about the goods and services the fees are applied against. Submissions must be made to LAE advising of changes to such fees, and will include:

- (a) An explanation of the need for any new or changes to existing auxiliary and ancillary fees;
 - (b) Evidence that increases in auxiliary and ancillary fees have not exceeded increases in the costs of providing the services or goods provided;
 - (c) Evidence that auxiliary or ancillary fees, within the university's control, have not been increased to compensate for an inability to raise revenue beyond the agreed framework; and
 - (d) Evidence that the fee is not being charged for a good or service that is already being covered by existing tuition, or existing auxiliary and ancillary fees.
- (4) Universities must notify LAE of the proposed increases to auxiliary or ancillary fees at least three weeks in advance of the approval by the university of the proposed increase. The student consultation process should precede the notification to LAE; and
 - (5) Any increases that appear to be inconsistent with this MOU will be subject to review by LAE.

EDUCATIONAL QUALITY

- 10. The Parties acknowledge that quality post-secondary education results in better prepared graduates who can meet shifting labour market demands, and who contribute to the province's population growth strategy and social, economic, and cultural development.
- 11. Universities will continue to maintain quality program review procedures for all new and existing programs. Strict adherence to the Maritime Provinces Higher Education Commission (MPHEC) quality assurance and program review processes, or to a recognized accreditation process, is expected.

MAINTAIN AND IMPROVE ACCESSIBILITY

- 12. The Parties recognize that high quality, relevant learning opportunities in higher education should be accessible to qualified Nova Scotians.

The Parties will establish shared values and principles around equal opportunity and the education gap among all under-represented communities: Mi'kmaq and Indigenous; African Nova Scotians and other students of African descent; students with disabilities; rural; and, economically-disadvantaged students.

These values and principles will focus on increasing access and affordability for under-represented groups with specific attention to existing and new policies that support these segments of the population.

COLLABORATION

13. The Parties commit to a collaborative partnership through the Innovation Team, which also includes representation from key Provincial Government departments, the Federal Government (Atlantic Canada Opportunities Agency), the Nova Scotia Community College, the private sector, and other collaborative agencies.
14. The Innovation Team will work to strengthen post-secondary education in Nova Scotia by improving collaboration among post-secondary institutions, between institutions and Government, and between institutions and the private sector. The following five Working Committees are currently established under the Innovation Team: Entrepreneurship and Experiential Learning, Student Recruitment and Retention, Cultural Innovation, Health Innovation, and Social Equity.
15. New committees may be established to address shifting and mutual priorities of the Parties.

RESEARCH AND INNOVATION

16. The Parties acknowledge that universities are drivers for research, innovation, immigration and inclusive economic growth through advancing research that aligns with these priority areas. The universities will leverage research funding from federal, provincial, private and non-profit sources, and attract and retain highly qualified people to work and live in Nova Scotia.
17. The Parties acknowledge the establishment of Research Nova Scotia and its role in supporting research and building research capacity in Nova Scotia. Research Nova Scotia will promote, support, organize and coordinate the funding of research, from a variety of research disciplines, that produces opportunities and outcomes that will help build Nova Scotia's future and contribute to improved social well-being and inclusive economic growth. This will help to support a healthy population and a strong health care system for the people of the province.

STUDENT EXPERIENCE

18. In support of the shared goal to improve the well-being of students at Nova Scotia's universities, the universities commit to advancing students' health and overall well-being through effective and responsive services and programs. Universities recognize the importance of student health and wellness to academic success and will encourage healthy behaviours and decisions. Universities also commit to accessible mental, emotional, spiritual, social, physical, financial, and community health supports.
19. In addition, universities agree to work collaboratively and cooperatively with the Province and student associations through the Committee on Post-Secondary Student Health and Wellness to actively support and contribute to the achievement of objectives around Healthy Eating Initiatives, the Let's Get Moving Nova Scotia program, student-led food security activities, and other initiatives.
20. The Parties agree to identify ways to improve student experience through consultation and improved supports for student success. Improved support includes working collaboratively to

enhance services and supports for students with disabilities, improving student physical, mental and spiritual supports on campuses, and working towards the prevention of sexual violence on campuses.

(1) Consultation

- (a) The Province commits to continued regular engagement with elected student leaders and student groups through the Government-Student Roundtable. The Roundtable meets quarterly and provides an opportunity for student leaders to engage in discussions with senior staff, the Deputy Minister, and the Minister of LAE.
- (b) The Universities agree to regular and meaningful engagement with students on a broad range of issues, and to have in place a university-student consultation framework to guide the engagement process with students by March 31, 2020.
 - i. Each institution's university-student consultation framework will apply to consultation with students about the priorities outlined in this MOU including, proposed changes or increases to auxiliary and ancillary fees, and the ongoing revision of stand-alone sexual violence policies.
 - ii. Each institution's framework, which is to be made publicly accessible on-line, should include the following aspects:
 - 1. Recognize the university's student union or association as the primary liaison between the student body and the university's administration;
 - 2. Define consultation, in part, as occurring in good faith and reflecting meaningful and ongoing engagement; and
 - 3. Outline specific principles to guide the consultation process.

(2) Supports for students with disabilities and other under-represented groups, and improved supports for student success

- (a) The Parties agree to work collaboratively to enhance services and supports for students with disabilities, including working to implement accessibility standards in order to better ensure that learning environments are more accessible to all Nova Scotia students.
- (b) The Parties agree to continue to collaborate (where appropriate to do so) to enhance existing and future services in-support of student well-being.
- (c) The Parties agree to continue to collaborate to advance experiential and service learning opportunities for university and NSCC students in Nova Scotia.
- (d) The Parties agree to continue to collaborate to address sexual violence through prevention on university campuses.

- (e) The Universities commit to reviewing their stand-alone sexual violence policies every three years, while engaging in ongoing policy review and updates as required, and engaging with elected student representatives to ensure student involvement.
- i. The universities commit to utilizing the policy guidelines developed by the Provincial Sexual Violence Prevention Committee to ensure that their stand-alone sexual violence policies are comprehensive, and reflect the most critical components of a survivor-centric policy.

AMENDMENTS

- 21. Amendments may be made to this MOU by mutual consent of the Parties.
- 22. This MOU is effective as of April 1, 2019 and will expire on March 31, 2024 unless renewed by mutual consent of the Parties.



Honourable Labi Kousoulis
Minister
Labour and Advanced Education

On behalf of the Province of Nova Scotia

Sept 12/19
Date



Professor William Lahey
President and Vice-Chancellor
University of King's College
and Chair, Council of Nova Scotia University
Presidents

On behalf of the Universities of Nova Scotia

Sept 12, 2019.
Date