

# MEMORANDUM OF AGREEMENT

between

THE SCHOOL OF GRADUATE STUDIES AND RESEARCH OF QUEEN'S  
UNIVERSITY

and

THE SOCIETY OF GRADUATE AND PROFESSIONAL STUDENTS OF  
QUEEN'S UNIVERSITY

*PERTAINING TO THE STUDENT ADVISOR PROGRAM*

## **Preamble**

- (1) The signatories to this agreement (the "**Parties**") are:
  - (a) The School of Graduate Studies and Research of Queen's University ("the **SGSR**") by the Dean thereof; and
  - (b) The Society of Graduate and Professional Students of Queen's University ("the **SGPS**") by the President thereof.
- (2) The agreement shall be subject to review at the request of either of the two Parties.
- (3) Other parties defined in this agreement:
  - (a) Student Advisors, being individuals hired by the SGPS who act on behalf of the Student Advisor Program (the "**Program**"). (NOTE: Whenever the term "Student Advisors" is used in this agreement, it is intended to cover the Student Advisors and other staff who may be authorized by the VP Graduate (as defined in the following subsection) from time to time to carry out certain functions of the Program.)
  - (b) The Vice-President Internal (Graduate) (the "**VP Graduate**"), being the individual elected by the membership of the SGPS to provide direction to the Student Advisors and act in consultation with the SGPS Executive and SGPS Council and the SGSR in furthering the basic mandate of the Program. The VP Graduate shall act as Chair of the Steering Committee (the "**Committee**") and Coordinator of the Student Advisors. The VP Graduate is expected to follow the guidelines in the Memorandum of Agreement and directives of the Committee. The VP Graduate is expected to consult all Student Advisors in

the daily functioning of the Program and to work in conjunction with the Student Advisors to resolve any problems that may arise. Regular supervisory meetings must be established between the VP Graduate and the Student Advisors

(4) The purpose of this agreement is to set forth the scope and conditions for the operation of the Program. The agreement addresses the following matters:

- I. Basic mandate of the Program;
- II. The terms of reference for the Program;
- III. Steering Committee for the Program;
- IV. Funding for the Program
- V. Training for Student Advisors
- VI. Employment Contract: Special Provision for Law Student Advisors
- VII. Student advisor Evaluation and Rehiring
- VIII. Program evaluation
- IX. Terms of Agreement and Amendments.

## **I. Basic Mandate**

- (1) The basic mandate and outline of the Program is as follows:
  - a) The Program is intended to provide students of the SGSR and the Law School with general information, advice, advocacy and support services with regard to certain aspects of academic and university life.
  - b) The advocacy role of the Student Advisors consists of: facilitating dialogue; attempting to find resolutions to concerns; advising on other services available to resolve issues; and assisting in accessing formal routes of resolution.
  - c) Student Advisors are encouraged to promote self-advocacy of the client whenever possible, as well as assist in answering questions and resolving student concerns as they arise. No actions should be taken without the clients' express and informed consent.
  - d) Student Advisors shall seek informal resolutions or mediation whenever possible in order to promote the resolution of a student's grievance at the lowest level within the organization.
  - e) Student Advisors are expected to consult with the SGSR on developing approaches to deal with student issues, concerns, and complaints. For greater certainty, such consultation will be done in a general manner and Student Advisors will not be expected to discuss with SGSR the specific details of any given case.

- f) In all circumstances, the actions of Student Advisors should be taken in the spirit of, and with the aim of promoting administrative fairness and natural justice within the context of existing policies and practices. Notwithstanding this, Student Advisors may also assist a student in seeking a formal resolution when appropriate, including in the case where the existing policies and practices themselves present barriers to resolutions.
- g) Student Advisors may assist in finding an impartial mediator, in cooperation with the SGSR, when appropriate and desired.
- h) Student Advisors may also offer advice to, and work with, the Parties and other offices on campus (e.g. the Human Rights Office, SGPS equity commissioner) to recommend and promote policy change where necessary. This role shall be supplementary to their individual support and advisory role.
- i) Without making determinations on the substance of the case, the Dispute Resolution Coordinator may serve as an advisor to the Student Advisors with respect to matters of administrative fairness.

## **II. Terms of Reference for the Program of the Student Advisors**

(1) The Student Advisors' functions shall be to:

- (a) perform an analysis of the facts of each case brought by a student of the SGSR or the Law School, inform the student of pertinent university resources, rules or procedures, and determine appropriate action in the context of relevant policies and procedures based on the merits of the case. The Student Advisors are to refer students to more qualified persons if the grievance is beyond the training of the Student Advisors (e.g. criminal matters, mental health issues, etc.);
- (b) refer the case to the Human Rights Office when it involves human rights issues, such as sexual harassment or discrimination. Such a referral does not prohibit the Student Advisor from continuing to assist the student with academic issues that fall outside the mandate of the Human Rights Office;
- (c) facilitate educational sessions involving students of the SGSR and Law School and provide awareness and understanding of the Program and matters falling within the scope of the Program;
- (d) make recommendations to Queen's University personnel in authority with a view to remedying the matter of an individual student, as appropriate; and
- (e) assume additional tasks from time to time at the request of either Party and the VP Graduate, and with the approval of the Committee. Such tasks

shall serve the University and community in a manner reasonably consistent with the basic mandate of the Program.

- (2) Within the first weeks of the start of the Student Advisors' respective contracts, the Student Advisors shall:
  - (a) Read and review the "Student Advisor Program Transition and Training Manual".
  - (b) Devise and implement a plan to divide the functions of the Program evenly throughout the year, including but not limited to, student inquiries, student cases, educational sessions, and administrative tasks.
  - (c) Schedule training sessions in conjunction with the VP Graduate and the Human Rights Office, as outlined in Section V of this agreement.
- (3) Although authorized to function in the widest possible context and with a minimum of constraints, the Student Advisors shall not:
  - (a) Participate in votes of any committee that is directly related to the Program.
  - (b) Set aside a client's request to preserve anonymity even when, in the judgment of the Student Advisor, the student might be best served by disclosure.
  - (c) Disclose any personal information regarding an individual client unless express consent is given by the client or where exemptions under the Freedom of Information and Protection of Privacy Act require such disclosure
  - (d) Exercise a judicial function, or make binding decisions in any client case.
  - (e) Take any action without the express consent of the client.
- (4) The Program shall operate in the following manner:
  - (a) The Student Advisors shall maintain suitable records of inquiries and cases. The files of the Program shall be for the exclusive use of the Student Advisors. All other uses and disclosures of information in Program files will be undertaken in strict accordance with each of (i) the Student Advisor Program File Retention Policy and (ii) *The Freedom of Information and Protection of Privacy Act*.
  - (b) Files shall be kept for at least one year following a final resolution and thereafter until they are no longer needed.

- (c) The Student Advisors may refuse to investigate a complaint that appears frivolous or vexatious or that would otherwise be an abuse of the Student Advisors' function. The Student Advisors will provide a letter of explanation to a refused client at the client's request.
- (5) Within one month of the finish of each term the Student Advisors shall submit to each of the Parties a Fall and Winter Term Report. In addition, the Student Advisors shall submit an annual report within one month of the completion of the contract. For reporting purposes, the Fall Term will run from September 1 to December 31, the Winter Term from January 1 to April 30 and the annual report shall be submitted by no later than September 30.
- (a) The Report shall include:
    - i. Statistics on number of cases, types of cases, and how cases were managed (referrals to which offices, information given, distinguish between new & continuing cases, follow-up taken, etc.)
    - ii. Recommendations for improving existing policies/procedures related to the program are to be taken to the Committee

### **III. The Steering Committee**

(1) The Committee shall be composed of:

(a) two voting members, being:

- (i) The President of the SGPS or his/her delegate; and
- (ii) The Dean of the SGSR or his/her delegate; and

(b) three non-voting members, being:

- (i) The VP Graduate, who shall act as Chair;
- (ii) An additional delegate of the Dean of the SGSR; and
- (iii) The Coordinator of Dispute Resolutions.

(c) Student Advisors may be invited to meetings at the request of the voting members.

## (2) Meetings and Mandate

- (a) A meeting of the Committee shall be held not less than twice annually, once during the Fall Term and once during the Winter Term, and additionally as considered necessary by the Chair, or at the request of a voting member.
- (b) Subject to the approval of the Parties, the Committee will annually review and evaluate the Program, according to Section VIII below, and determine the Student Advisors' stipend.
- (c) The Committee shall review reports of the Student Advisors in order to address any outstanding issues.
- (d) The Committee may make recommendations to the Parties regarding the annual operating budget for the Program.
- (e) The Committee may act in an advisory capacity to the Student Advisors and other staff of the Program but may not become involved in the substance of the cases.
- (f) The Committee may review and consider proposals for changes to rules or procedures with respect to the Program, including proposals to amend or end this agreement.

## (3) Procedures

- (a) Any member of the Committee who has a conflict of interest with regard to any matter on the agenda shall disclose such conflict at the beginning of the meeting, and shall refrain from comment or vote on that matter. The Committee may request any member to withdraw at any time to avoid a conflict of interest. For greater certainty, the use of the term 'conflict of interest' in this agreement shall include any situation where a reasonable person could perceive the existence of a conflict of interest.
- (b) A meeting shall proceed only when the Chair and both voting members are present.
- (c) Unanimity of the voting members of the Committee is required for all decisions.
- (d) In a case where unanimity cannot be reached, with the approval of both Parties, the Human Rights Office will assist in the identification of individuals that have an arm's length relationship from the Parties and the Queen's University administration trained in ADR practices to work with the members of the Committee to reach a facilitated settlement. Any costs incurred in

engaging an individual or individuals trained in ADR practices shall be borne equally by the Parties.

- (e) In the event an important decision needs to be made that falls within the scope of the Committee's function before a meeting can be scheduled, then a decision can be made in the interim via a clear written (email is sufficient) agreement between the Parties.

#### **IV. Funding for the Program of the Student Advisors**

- (1) In order to safeguard the independence of the Program from the SGSR, the Law School and SGPS, the costs of the Program shall be divided amongst the three parties as follows:
  - (a) Stipends of two (2) Student Advisors hired from among registered funding-eligible Graduate Students:
    - Funds supplied by the SGSR, subject to the terms and conditions of Dean's Awards.
  - (b) Stipend, for the academic year of 2007-2008, of one (1) Student Advisor hired from among registered Law Students:
    - One quarter (1/4) of the funds supplied by the Law School. Three quarters (3/4) of the funds supplied by the SGPS.
  - (c) Stipend for 2008/09 and beyond of one (1) Student Advisor hired from among Ordinary SGPS members:
    - Funds supplied by the SGPS.
  - (d) Training programs, Program space, advertising for the Program and funding for other support for the Program:
    - Funds supplied by the SGPS

#### **V. Training for Student Advisors**

- (1) The minimum training that shall be required for the Student Advisors includes
  - (a) Conflict resolution/mediation training from a body external to the SGPS.
  - (b) Human rights training through the Queen's University Human Rights

Office.

- (c) Transition meeting with the previous Student Advisors.
  - (d) Training/Familiarization meeting with the VP Internal Graduate
  - (e) Orientation with the SGSR to review policies and procedures
- (2) Recommended orientations for the Student Advisors may include, but are not limited to:
- (a) Campus Security orientation.
  - (b) Career Services orientation.
  - (c) Orientation with the Coordinator of Dispute Resolution Mechanisms.
  - (d) International Centre orientation.
  - (e) Positive Space training.

## **VI. Employment Contract; Special Provision for Law Student Advisors**

- (1) All Student Advisors will receive a contract of employment setting out the terms and conditions of their employment.
- (2) The employment contract of any Student Advisor who is a student in the Faculty of Law will provide that student with the opportunity to “opt-out” of the Summer Term (May-August) of employment provided the Student Advisor gives the Committee not less than two months’ notice prior to the end of the Winter Term. Such Student Advisor’s stipend will be reduced by an amount directly proportionate to the amount of hours remaining in the Summer Term;
- (3) If the Student Advisor from the Faculty of Law chooses to “opt-out” of the summer period of employment:
  - (a) the remaining Student Advisors may, of their own accord, arrange in advance for a distribution of hours that contemplates the absence of the Law Student Advisor during the summer months, or
  - (b) the VP Graduate may allot the remaining hours to either or both of the remaining Student Advisors, subject to their agreement; or, if no such

agreement can be reached, the VP Graduate may choose to hire an additional Student Advisor for the Summer Term.

**VII. Evaluation and Rehiring**

- (1) All Student Advisors will have their performance evaluated annually by the VP Graduate in accordance with the *Student Advisors Hiring, Rehiring and Evaluation and Program Evaluation Policy*, a copy of which is attached hereto as Addendum “A”.
- (2) A Student Advisor may be rehired in accordance with the rehiring policy. procedures for, and restrictions on, rehiring as outlined in the *Student Advisors Hiring, Rehiring and Evaluation and Program Evaluation Policy*.

**VIII. Program Evaluation**

The VP Graduate shall conduct an annual review of the Program in accordance with the *Student Advisors Hiring, Rehiring and Evaluation and Program Evaluation Policy*.

**IX. Terms of Agreement and Amendments**

This agreement shall come into force on the date of signing. Amendments may be proposed at any time, but require the written approval of each of the Parties. The agreement may be terminated by collective consent or by either Party by providing to the other Party not less than twelve months advance written notice.

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**THE SOCIETY OF GRADUATE  
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Per:

Per:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Title: Dean

Title: President

Date:

Date:

**ADDENDUM "A"**

**Student Advisors - Hiring, Rehiring and Evaluation Policy**

See attached.

**ADDENDUM “B”**

**Complaint Procedure**

See attached.