

## **ASCSM-GSA Joint Operating Agreement**

This Joint Operating Agreement (hereinafter “Agreement”), dated February 7, 2011, is between the Associated Students of Colorado School of Mines (hereinafter “ASCSM”), the undergraduate student government of Colorado School of Mines, and the Colorado School of Mines Graduate Student Association (hereinafter “GSA”), the graduate student government of Colorado School of Mines. Both parties operate under the policies and regulations of the Colorado School of Mines (hereinafter “Mines”), a Colorado public university, the Mines Board of Trustees, and the Colorado Commission on Higher Education. The “ASCSM” shall be defined herein as the body of voting officials that have been elected by Mines undergraduate students, through a mechanism prescribed in ASCSM bylaws; the “GSA” shall be defined herein as the body of voting officials that have been elected by Mines graduate students, through a mechanism prescribed in GSA bylaws.

**WHEREAS, ASCSM and GSA have agreed on the following joint mission statement covering the governance of the undergraduate and graduate student bodies of Mines;**

### **Joint Mission Statement**

To promote and sustain vibrant undergraduate and graduate student bodies, Mines recognizes the need for strong and independent respective student governments. Mines is recognized as a global leader in undergraduate education, the Mines undergraduate experience is largely demarcated by a plethora of vibrant traditions and experiences. As the undergraduate government, ASCSM is primarily focused on forging a positive undergraduate experience by creating and maintaining a variety of student clubs and organizations, sustaining campus traditions such as Engineering Days, and offering engaging events and activities for students. ASCSM and GSA affirm that graduates do participate in the aforementioned clubs, organizations, and activities, but to an expected lesser extent. As the graduate government, GSA is primarily focused on creating a world-class research infrastructure for graduate students. While some GSA initiatives, such as Family Assistance Grants, focus on bettering graduate student life, GSA’s primary foci are on providing avenues of development for graduate writing and presentation abilities; global opportunities to present research at conferences/professional meetings, and on-campus events; fora of communication and learning for Mines graduate students; and financial and research support for graduate research students, as deemed appropriate by the GSA. GSA acknowledges that undergraduate research is a tremendous value of and for Mines, and will work as deemed appropriate to foster such experiences for undergraduate students.

**WHEREAS, ASCSM and GSA acknowledge the shared governance of the Mines undergraduate and graduate student bodies, and have agreed on the following statement of independent and joint powers;**

**Independent and Joint Powers and Responsibilities**

As independent governing bodies, ASCSM and GSA shall each be independently responsible for the following governmental responsibilities respectively for the undergraduate and graduate populations: (1) advancing the interests and promoting the welfare of their respective student bodies at the Colorado School of Mines; (2) fostering and maintaining harmony among undergraduate students, graduate students, alumni, staff, faculty, trustees, and other friends of Mines; (3) respectively and independently having the power to administer Undergraduate and Graduate Student Activity Fees, as defined below; and (4) having and exercising all of the powers granted by law, within the limitations and restrictions noted within, fully to accomplish the objectives and purposes named herein.

In addition to the aforementioned governmental powers and responsibilities applied exclusively to undergraduate students, ASCSM will retain (1) exclusive custody of the power to approve, adjudicate, fund, and otherwise maintain order for official Colorado School of Mines clubs and organizations, and (2) appropriate control over all student publications which are recognized within the ASCSM bylaws and by the Mines Board of Publications.

In addition to the aforementioned governmental powers and responsibilities applied exclusively to graduate students, GSA will retain custody of approving, adjudicating, funding and otherwise maintaining order for (1) undergraduate and graduate research grants, (2) student-funded research seminars, (3) on-campus research fair(s) or exhibition(s), and (4) student-funded initiatives that improve graduate life.

**WHEREAS, ASCSM and GSA are committed to fostering independent governing bodies that will bring credit and recognition to both parties,**

**NOW THEREFORE, in consideration of the mutual covenants of the parties and the mutual benefits to be gained by the performance hereof, the parties agree as follows:**

1. ***Student Fees.*** For the purposes herein, “Student Activity Fee” shall refer to any Student Activity Fee, as defined by the Colorado Commission on Higher Education, that is advertised or administered for nonpermanent or permanent student purposes, including but not limited to health services, student center/union, student government operations, student activities, physical recreation, intercollegiate athletics, parking facilities, or facilities or capital construction. Neither ASCSM nor GSA shall have input or control over any fee which is charged for administrative costs for a specific academic course, or any fee that is legally controlled by the Mines Board of Trustees or Mines administration. The Graduate Student Activity Fee shall refer to any and all Student Activity Fees,

cumulatively, which are assessed to part- or full-time graduate student accounts for the purposes listed above. The Undergraduate Student Activity Fee shall refer to any and all Student Activity Fees, cumulatively, which are assessed to part- or full-time undergraduate student accounts for the purposes listed above; as of 2010, the Undergraduate Student Activity Fee is comprised of only the “Associated Students Fee.”

- a. ASCSM and GSA recognize that the Mines Board of Trustees retains the final authority on all Undergraduate or Graduate Student Activity Fees, including the Associated Students Fee. The Board of Trustees may choose to create, change, or eliminate an Undergraduate or Graduate Student Activity Fee based on the recommendation of ASCSM or GSA. In this way, ASCSM and GSA retain two areas of primary authority on their respective Student Activity Fees: (1) their recommendation to the Board of Trustees, and (2) oversight and appropriation of Student Activity Fee funds that have been collected.
- b. ASCSM and GSA jointly recommend the creation of a Graduate Student Activity Fee, as defined above, to be collected exclusively from graduate students at Mines. The creation of such a fee would require the current Student Activity Fee (“Associated Students Fee”) be applied only to undergraduate student accounts.
- c. ASCSM shall recommend to the Mines Board of Trustees any change in, or creation or elimination of, any Undergraduate Student Activity Fee, to be applied exclusively to undergraduate students. The Mines Board of Trustees or administration may not change or otherwise alter the Graduate Student Activity Fee by ASCSM resolution, referendum, or recommendation.
- d. GSA shall recommend to the Mines Board of Trustees any change in, or creation or elimination of, Graduate Student Activity Fee to be applied exclusively to graduate students. The Mines Board of Trustees or administration may not change or otherwise alter the Undergraduate Student Activity Fee by GSA resolution, referendum, or recommendation.
- e. When approached by the Mines Board of Trustees or administration for the purpose of resolution, referendum, or recommendation on Undergraduate or Graduate Student Activity Fees, each governing body shall be responsible for acting exclusively on behalf of their respective student bodies and shall not act on, or attempt to represent, the interests of another constituency.
- f. Per item 1.b above, the GSA should be responsible for the Graduate Student Activity Fee, and ASCSM should be responsible for the Undergraduate Student Activity Fee. In cases where institutional changes to any Student Activity Fees require a direct vote of both undergraduate and graduate student bodies (as determined by the official Legal Counsel of Mines), a joint task force shall be constructed from members of the ASCSM Executive Council and GSA Executive Council, or appointed representatives thereof. Upon majority agreement of the

task force and completion of a survey or questionnaire, ASCSM and GSA shall work with the Mines administration to facilitate a vote of the combined student bodies.

2. ***Joint Resolutions.*** ASCSM and GSA recognize the importance of retaining the ability to act with, or otherwise represent, the unified voice of all students at Mines.
  - a. Joint Resolutions are defined as joint actions of both ASCSM and GSA which represent the majority decision of both the ASCSM Council and the GSA Council, together representing the combined student bodies of Colorado School of Mines.
  - b. To vote on a Joint Resolution, both the ASCSM Council and GSA Council should meet together at a special business meeting once per semester (hereinafter, “Joint Meeting”). No business which is exclusive to either ASCSM or GSA shall be presented at a Joint Meeting; only business which requires the vote of both Councils (that is, the proposal of one or more Joint Resolutions) shall be discussed.
    - i. Two joint meetings should be held annually; in or near the last week of October, and in or near the last week of February.
    - ii. At least two weeks prior to either of the aforementioned Joint Meeting periods, any member of the Administrative Faculty Council, or any voting or non-voting member of either ASCSM or GSA, shall submit a written request for a Joint Meeting to both the President of ASCSM and the President of GSA. If no request is received within two weeks of the aforementioned Joint Meeting periods (that is, by the second week of either October or February), the upcoming Joint Meeting shall not be held.
    - iii. All voting members of the ASCSM Council or GSA Council shall have a vote at such a Joint Meeting, and business items may be brought forth by any voting member. A simple majority affirmative vote of the combined voting members of both the ASCSM Council and GSA Council shall constitute successful passage of a Joint Resolution.
    - iv. A successfully passed Joint Resolution shall not be repealed by either the ASCSM Council or GSA Council; any repeal shall be proposed as a new Joint Resolution.
    - v. The President of ASCSM shall preside over all Joint Meetings. If the President of ASCSM is unable or unwilling to preside over any Joint Meeting, the President of GSA shall temporarily preside over that meeting.
    - vi. Both ASCSM and GSA retain the ability to independently alter the number of voting seats in their respective Councils, according to each organization’s bylaws. In a Joint Meeting, ASCSM shall not hold less than

1/2, or more than 2/3, of the combined voting seats (as defined in Section 2.b.iii of this Agreement). Any voting members of ASCSM who are in excess of the aforementioned limit shall be considered non-voting in a Joint Meeting.

- vii. Joint Meetings shall not consider business, defined as any resolution, referendum or recommendation, that considers amendment or alteration to this Joint Operating Agreement, or the contractual obligations presented herein.
  - c. In case of urgent business items that must be addressed before the next Joint Meeting, either governing body may initiate this process (that is, be the “first governing body”) without prejudice. The following procedure shall be used to pass an urgent Joint Resolution: (1) a standard Resolution shall be drafted and passed by the majority vote in the first governing body; (2) the President of the first governing body, or an appointed representative thereof, shall present the exact Resolution to the second governing body for consideration; (3) any voting member of the second governing body, as prescribed by the bylaws of the second governing body, may initiate a vote to approve the Resolution in the second governing body; (4) successful passage of the Resolution by the second governing body without amendment shall constitute the successful passage of a Joint Resolution. If an amendment to the Resolution is passed by the second governing body, the first governing body must also approve said amendment before the Resolution is considered to be a Joint Resolution.
  - d. No Resolution, which represents the opinion or intent of both graduate and undergraduate students, shall be considered valid until it has been passed as a Joint Resolution through the aforementioned procedures.
3. ***Joint Representation.*** ASCSM and GSA represent unique portions of the Mines campus, and recognize the inherent benefits to Mines when both student bodies are included in administrative discussion and the decision-making process.
- a. University Committees, as recognized by the Board of Trustees, University President or Faculty Senate of Mines, shall include representation from both ASCSM and GSA as appropriate. Though representatives may not have voting or speaking authority in all circumstances, ASCSM and GSA jointly acknowledge that dual representation is of value to Mines.
  - b. ASCSM and GSA should work with the Mines administration to ensure all University Committees and Boards contain either voting or non-voting, ex-officio seats for appointed or elected representatives from each governing body.

- c. Representatives from either body may not speak on behalf of the other body in any official capacity, unless explicit written permission has been obtained for the presentation or speaking opportunity in question.
  - d. GSA shall send an At-Large Representative, to be appointed according to GSA bylaws, to occupy an ex-officio, non-voting seat on ASCSM. This At-Large representative may speak on behalf of GSA, will hold no voting power within ASCSM, and shall exist for the purpose of sharing information, presenting a Joint Resolution as described in Section 2.a, and collecting feedback to present to GSA.
  - e. ASCSM shall send an At-Large Representative, to be appointed according to ASCSM bylaws, to occupy an ex-officio, non-voting seat on GSA. This At-Large representative may speak on behalf of ASCSM, will hold no voting power within GSA, and exists for the purpose of sharing information, presenting a Joint Resolution as described in Section 2.a, and collecting feedback to present to ASCSM.
  - f. Student representation on the Mines Board of Trustees has traditionally included one individual elected by both undergraduate and graduate students. Henceforth, one Student Trustee shall continue to be elected by both undergraduate and graduate bodies. This Student Trustee shall hold an ex-officio, non-voting seat on both the ASCSM Executive Council and the GSA Executive Council.
  - g. The ASCSM Board of Student Organizations (ASCSM BSO) currently holds four voting seats on the ASCSM. The President of the BSO, or appointed representative thereof, shall hold an ex-officio, non-voting seat on the GSA, to maintain a strong working relationship between graduate students and the student organizations of Mines.
4. ***Joint Financial Agreement.*** Both ASCSM and GSA recognize the interconnectedness of operations, where graduate students naturally participate in ASCSM clubs, organizations and events, and undergraduate students naturally are involved in institutional research efforts. To ensure fairness and equality, the following prescription shall be used to govern financial operations between both bodies. For the purposes herein, a fiscal year (FY) is defined to coincide with the Mines fiscal year, running from July 1 to June 30; for example, FY12 runs from July 1, 2011 to June 30, 2012.
- a. Both ASCSM and GSA recognize that survey tools cannot fully capture the cross-participation of graduate students in undergraduate clubs, organizations and events. Therefore, the following formula shall be used to provide a fair estimation of this participation:

$$P_{GSA} = Fee_{ASCSM} \cdot P_{Grads} \cdot \tau$$

where  $P_{GSA}$  represents the amount of money that GSA shall pay to ASCSM annually, to be dispersed equally at the beginning of each semester;  $Fee_{ASCSM}$  represents the Undergraduate Student Activity Fee (as of 2010, exclusively called the “Associated Students Fee”);  $P_{Grad}$  represents the graduate population projected for the upcoming fiscal year; and  $\tau$  is a coefficient to account for decreased participation of graduate students in ASCSM events and organizations, as compared to undergraduate students. In essence, this formulaic approach forces the GSA payment to change directly and automatically with both the Undergraduate Student Activity Fee, which is and shall remain exclusively controlled by ASCSM, and the population of graduate students at Mines. Section 6.a of this document contains background information on this payment mechanism.

- b. Functionally, tau ( $\tau$ ) is currently set at 0.5, but both GSA and ASCSM wish to make incremental change to preserve the integrity of the budget. To this end, tau ( $\tau$ ) shall be set to 0.35 in FY12 and reach an ultimate value of 0.25 in and after FY13.
  - i. A funding “floor” is hereby established prohibiting  $\tau$  from decreasing below 0.25.
  - ii. Evaluating graduate participation in GSA social events and activities led to this initial number. Over the course of one year, participation levels in various GSA activities – including Engineering Days events, social gatherings, sporting events, and other activities – suggest that, of a random sampling of graduate students, approximately 1 in 10 is likely to attend a social event or activity sponsored by GSA. To account for both the increased breadth and depth of ASCSM organizations and events, and less than full undergraduate participation in ASCSM organizations and events, the measured graduate involvement (1 in 10) was increased by 250% (to 1 in 4).
  - iii. The aforementioned metric was used in lieu of a comprehensive survey, which requires human and financial resources currently not available to ASCSM, GSA or Mines. It was chosen because, unlike simple survey results, the final payment must account for both the number of graduate students involved and the degree to which they are involved. ASCSM and GSA recognize that this latter variable is virtually impossible to capture with statistical reliability on either a per-organization or per-event basis. Evaluating this metric through the lens of “marginal graduate involvement” provides a cleaner perspective on the problem to recognize that graduate students must choose between remunerated research obligations and social events/activities.

- c. A Joint Operating Committee (hereinafter “Committee”) shall consist of interested members of Executive Councils of both ASCSM and GSA, and/or any representative(s) appointed thereby, and shall exist for the purpose of reevaluating the terms of this Agreement.
  - i. A review of the terms of this Agreement may be initiated by any of the following two mechanisms without prejudice:
    - 1. If either ASCSM or GSA passes by majority a resolution that calls for the reevaluation of the terms of this Agreement; or
    - 2. If the Mines President, Provost, Dean of Students, Dean of Graduate Studies or the Dean of Undergraduate Studies formally asks either the ASCSM President or GSA President to reevaluate the terms of this Agreement;
  - ii. The Committee shall adjudicate any concerns with the current Agreement, and make a determination to either (1) continue forward with the current Agreement or (2) draft amendments to this Agreement. Should the Committee decide to amend the Agreement, the document shall be presented separately to both ASCSM and GSA only after it has been approved by a majority of the Committee. A majority vote is required in both ASCSM and GSA must pass any amendment to this Agreement; ASCSM and GSA may not vote on any amendment in a Joint Meeting, as defined in Section 2 of this Agreement.
  - iii. Deciding to amend this Agreement, or amending this Agreement in only one governing body, does not invalidate or otherwise override the contractual obligations of the current Agreement. Only after an amended Agreement has been successfully approved by a majority of the Committee, and passed by a majority in ASCSM and GSA, shall such an amended Agreement replace the contractual obligations of the current Agreement.
  - iv. The terms and language of this Agreement shall indefinitely remain in tact. Any amendments to this Agreement that are successfully approved through the aforementioned process shall be explicitly listed in Section 5 of this document.
- d. As a part of the Joint Financial Agreement, GSA shall open research-oriented programs to undergraduates, including but not limited to research travel grants, assistance in applying to graduate school, and fiscal incentive to participate in the GSA Research Fair. Funding to these programs may not, under any circumstance, be considered to be contributing toward, or substitution of, the specified GSA payment to ASCSM (Section 4). The ASCSM President, or any appointed

representative thereof, may ask the GSA to alter or otherwise change the current research-oriented programs targeted at undergraduate students, but the GSA shall retain complete authority over these programs.

- i. Funding for these research-oriented undergraduate programs, to be appropriated by the GSA, shall be set at a minimum of \$5,000 annually in FY12.
- ii. This funding minimum shall increase, to coincide with the transition period mentioned in Section 4, to \$10,000 annually in and after FY13.
- iii. The GSA should consult interested members of ASCSM before decreasing the aforementioned funding.
- iv. If the GSA votes to increase funding toward research-oriented undergraduate programs, this shall not constitute a basis for reevaluation of this Agreement, and shall not be considered an alteration of the terms of this Agreement. GSA should advertise these programs substantially and appropriately.
- v. GSA shall not, under any circumstance, decrease funding for these initiatives below the minimum required by this Agreement.
- vi. If requests for the aforementioned grant programs do not exceed the minimum funding requirement, then GSA shall not be held responsible for a violation of this Agreement. Such an occurrence shall not invalidate the Agreement.

## 5. *Amendments.*

- a. In April of 2011, ASCSM shall hold a vote of undergraduate students proposing an increase to the Undergraduate Student Activity Fee. If this proposal is passed by a simple majority of students, this agreement shall remain valid. If this proposal fails (that is, does not pass by a simple majority of students), the first paragraph of Section 4.b shall be reworded as follows:

*“Functionally, tau ( $\tau$ ) is currently set at 0.5, but both GSA and ASCSM wish to make incremental change to preserve the integrity of the budget. To this end, tau ( $\tau$ ) shall be set to 0.35 in FY13 and reach an ultimate value of 0.25 in and after FY14.”*

## 6. *Appendices*

- a. ***History of the GSA-to-ASCSM Payment.*** This equation has been used to govern financial operations between ASCSM and GSA since the late 1990s, with one primary difference. First, this agreement recognizes the creation of independent

Undergraduate and Graduate Student Activity Fees, as defined above, that may increase or decrease without respect to one another; this change allows the GSA to alter the Graduate Student Activity Fee to best serve the needs of the graduate population. Historically, the  $\tau$  coefficient was originally set to be approximately 0.6 in the late 1990s, and gradually decreased to 0.5 by the late 2000s. This recognizes a general trend in Mines evolution, where graduate students are less integrated in ASCSM events and organizations; this trend may be explained by the increasingly demanding research focus of the institution.

- b. ***Presidents' Advisory Council.*** To facilitate better communication between ASCSM and GSA, and to include the broader perspectives and initiatives of the campus at large, this Agreement hereby creates the Presidents' Advisory Council (hereinafter "PAC"), as detailed below.
  - i. The PAC shall be a non-voting group of Presidents from the Mines campus, including the President of ASCSM, President of GSA, President of the Faculty Senate, President of the Association of Classified Employees, and President of the Administrative Faculty Council. Any member may invite additional campus representatives to the PAC, but meetings shall otherwise be considered closed.
  - ii. The PAC shall, under no circumstance, hold voting power over any constituency, and shall hold no vote within the PAC for the purposes of resolution or recommendation.
  - iii. The purpose of the PAC is to share initiatives, ideas, directions and recommendations between campus constituencies, for the purpose of advancing institutional initiatives.
  - iv. Either the ASCSM President or GSA President shall call at least two meetings of the PAC per academic semester.