Undergraduate Student Government (USG) – Graduate Student Government (GSG)

Joint Operating Agreement (JOA)

Last jointly updated: 12/6/16
1. **Student Fees.** For the purpose, 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 USG nor GSG 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. Both undergraduate and graduate students pay the Associated Students Fee. The Associated Students Fee paid by the undergraduate students shall herein be referred to as the “Undergraduate Student Activity Fee” and the Associated Students Fee paid by graduate students shall herein be referred to as the “Graduate Student Activity Fee”.

   a. USG and GSG 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 (1) the recommendation to the Board of Trustees, and (2) oversight and appropriation of Student Activity Fee funds that have been collected.

   b. USG 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 Associated Students Fee by USG resolution, referendum, or recommendation alone.

   c. GSG shall recommend to the Mines Board of Trustees any change in, or creation or elimination of, any 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 Associated Students Fee by GSG resolution, referendum, or recommendation alone.

   d. 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.

   e. Per item 1.b and 1.c above, the GSG should be responsible for the Graduate Student Activity Fee, and USG 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 USG Executive Council and GSG Executive Council, or appointed representatives thereof. Upon majority agreement of the
task force and completion of a survey or questionnaire, USG and GSG shall work
with the Mines administration to facilitate a vote of the combined student bodies.

2. **Joint Meetings.** USG and GSG recognize the importance of retaining the ability to act
with, or otherwise represent, the unified voice of all students at Mines. In order to
maintain consistent communication and open discussion between USG and GSG, both
councils will meet in a special business meeting once per semester (hereafter, “joint
meeting”). No official votes will take place in the joint meeting. This meeting is to be
viewed as a “study session” to brief both bodies on issues that may require joint action
over the coming semester.

   a. Two joint meetings should be held annually; the first in the fall semester shall be
      held at most two weeks after freshman USG elections. The second in the spring
      semester shall be held within one month of returning to academic activities.

   b. All voting members of the USG Council or GSG 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
      USG Council and GSG Council shall constitute successful passage of a Joint
      Resolution.

   c. The USG Board of Trustees representative shall preside over all Joint Meetings. If
      the Board of Trustees representative is unable or unwilling to preside over any
      Joint Meetings, the Presidents of USG and GSG shall temporarily preside over
      that meeting.

   d. While official business and discussion may be conducted, no votes on joint
      business shall take place in a joint meeting. The purpose of a joint meeting is to
      discuss upcoming issues that both USG and GSG shall take up jointly.

3. **Joint and Concurrent Resolutions**

   a. Joint Resolutions are defined as joint actions of both USG and GSG which
      represent the majority decision of both the USG Council and the GSG Council,
      together representing the combined student bodies of Colorado School of Mines.

      i. The following procedure shall be used to pass a joint resolution: (1) a joint
         resolution shall be drafted and passed by the majority of 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 a 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 resolutions is considered to be a joint resolution.

      ii. The naming scheme for a joint resolution shall follow the originating
governing body, the designation of a joint resolution, and the sequential
numbering for the resolution introduced in the given calendar year (i.e.
GSG.J.Res 2016.2).

   b. Concurrent Resolutions are defined as actions of either USG or GSG which are
meant to represent the majority decision of either the undergraduate or graduate
student body but not necessarily both. Concurrent resolutions differ from joint resolutions by allowing one body to send a resolution to the Board of Trustees representing the entire student body without requiring joint action from the opposite council.

i. Despite carrying the designation of a concurrent resolution, functionally these are introduced, debated, and voted upon as a typical resolution in the body would be.

ii. The naming scheme for concurrent resolutions shall follow the originating governing body, the designation of a concurrent resolution, and the sequential numbering for the resolution introduced in the given calendar year (i.e. USG.Con.Res 2016.1).

4. **Joint Representation.** USG and GSG 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 USG and GSG as appropriate. Though representatives may not have voting or speaking authority in all circumstances, USG and GSG jointly acknowledge that dual representation is of value to Mines.

   b. USG and GSG shall 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 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. The executive councils of USG and GSG shall meet at least once before each joint meeting to finalize agenda.

   e. GSG may send an At-Large Representative, to be appointed according to the GSG bylaws, to occupy an ex-officio, non-voting seat on USG. This At-Large representative may speak on behalf of GSG, will hold no voting power within USG, 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 GSG.

   f. USG may send an At-Large Representative, to be appointed according to USG bylaws, to occupy an ex-officio, non-voting seat on GSG. This At-Large representative may speak on behalf of USG, will hold no voting power within GSG, and exists for the purpose of sharing information, presenting a Joint Resolution as described in Section 2.a, and collecting feedback to present to USG.

   g. Student representation on the Mines Board of Trustees has traditionally included one individual elected by both undergraduate and graduate students. However, the Colorado Revised Statutes are the authoritative source on student representation on the Board of Trustees. Any student representation on the Board of Trustees should be in alignment with the Colorado Revised Statutes.

5. **Joint Financial Agreement.** Both USG and GSG recognize the interconnectedness of operations, where graduate students naturally participate in USG 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 the
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 FY17 runs from July 1, 2016 to June 30, 2017.

a. Starting in FY18, the agreed upon fee-sharing structure consists of GSG paying 10 percent of their operating budget to USG for the services that USG provides to graduate students.

b. Governing bodies, as defined by USG bylaws, shall provide a report to USG and GSG containing a record of graduate student involvement.

c. To maintain fair fee-sharing, every three years, USG and GSG shall revisit and, if necessary, amend the fee-sharing percentage per the amendment procedures specified in this document based on graduate student involvement in activities supported by said Governing Bodies.

6. **Joint Operating Committee.** A Joint Operating committee (hereinafter “Committee”) shall consist of an odd number of interested members of Executive Councils of both USG and GSG, and/or any representative(s) appointed thereby, and shall exist for the purpose of reevaluating the terms of this Agreement. This committee shall be chaired by the USG Parliamentarian.

a. A review of the terms of this Agreement may be initiated by any of the following two mechanisms without prejudice:

   i. If either USG or GSG passes by majority a resolution that calls for the reevaluation of the terms of this Agreement; or

   ii. If the CSM President, Vice President of Student Life, Provost, Dean of Students, GSG Advisor, or USG Advisor formally asks either the USG President or GSG President to reevaluate the terms of this Agreement;

b. 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 USG and GSG only after it has been approved by the majority of the Committee. A majority vote is required in both USG and GSG must pass any amendment to this Agreement; USG and GSG may not vote on any amendment in a Joint Meeting, as defined in Section 2 of this Agreement.

c. 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 the majority of the Committee, and passed by the majority in USG and GSG, shall such an amended Agreement replace the contractual obligations of the current Agreement.

d. The terms and language of this Agreement shall indefinitely remain intact. Any amendments to this Agreement that are successfully approved through the aforementioned process and abides by Section 8 of this document shall be explicitly listed in Section 9 of this document.

7. **Conflict Resolution**

a. In the event that a governing body is in breach of this agreement, a conflict resolution mechanism must exist. This section of the document shall serve to
outline the mechanism used to resolve any conflicts that should arise from a breach of contract.

b. In the event that a governing body alleges that the other governing body breached the Joint Operating Agreement, the wronged governing body will file a grievance with the Dean of Student Life.

c. The Dean of Student Life shall determine whether the grievance has merit. In the event that the grievance has merit, the Dean of Student Life reserves the right to grant the wronged governing body the ability to enact sanctions on the opposite governing body.

   i. Possible sanctions include, but are not limited to, USG barring graduate students from campus events or GSG barring undergraduate students from attending the Graduate Research And Discovery Symposium.

8. Amendment Procedure

   a. Moving forward, any changes to this document should manifest themselves as amendments to the Joint Operating Agreement.
   
   b. Amendments to the document are passed identically to the process by which joint resolutions are passed to ensure consistent agreement across governing bodies.
   
   c. Amendments shall not change the existing language of the document, rather they shall be attached to the end of this document.

9. Amendments