

**FINAL**

**DECEMBER 16, 2011**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PROVINCE OF NOVA SCOTIA

AND

THE NOVA SCOTIA UNIVERSITIES

**EXCELLENCE THROUGH PARTNERSHIP**

**2012-13, 2013-14 and 2014-15**

1. Whereas the Parties to the Agreement share a commitment to the importance of Excellence in teaching and research at Nova Scotia's universities, and understand that this underpins the social, economic, and cultural relevance of the universities to Nova Scotia's progress,
2. And whereas the Parties are aware of the fiscal and demographic realities facing Nova Scotia and understand that creativity and innovation are necessary to maintain and build on Excellence in a university system which is made up of autonomous institutions who are proud of their record of legislated self governance,
3. And whereas the Parties recognize that high quality, relevant learning opportunities in higher education should be accessible to qualified Nova Scotians,
4. The Parties commit to collaborative effort to ensure that the university system operates as a high quality, sustainable and accessible system, able to meet the changing needs of Nova Scotians over the coming 5 to 10 years.
5. Therefore, the Parties agree to enter into this Memorandum of Understanding (MOU) as outlined below.
6. The Province will advise the universities of the Operating Grant for the Nova Scotia University System for the years covered by this MOU no later than December 31 of the previous fiscal year.
7. In the third year of this agreement, the Province commits to increasing the Operating Grant by a funding stability mechanism in order to ensure stability and predictability in the university system.
8. A core objective of this MOU is to achieve a system-wide cost structure that is sustainable relative to the fiscal capacities of the Province, can deliver the goals of Clause 1, and is consistent with a fair and competitive tuition revenue regime. The Universities and the Province agree to work through the new Partnership, as described in Clause 11, to achieve significant improvements in efficiency and financial sustainability across the system over the life of this MOU. The nature and scale of these improvements, and the ways to measure them, will be agreed upon by the Parties by March 31, 2012.

9. In order to support the work required in clause 8, the Province commits to establish a University Excellence and Innovation program which will invest to support universities in their efforts to remove costs and maintain quality within the university system and to achieve sustainability by 2015. This funding will total \$25 Million, and will be available in 2011-12, 2012-13 and 2013-14. Nova Scotia Universities can apply individually and in partnership to access the program. Decisions on which projects receive support will be made by the Province, based on the strength of the business case to achieve ongoing cost reductions while maintaining quality. The strategic objective of this fund, through direct and leveraged investments, is to have in place by 2014-15 a range of projects that will, through their combined impacts, reduce the total annual cost structure of the university system by \$25 million on a sustainable basis.
10. The Parties commit to work actively over the three years of the agreement on a Change Mandate to ensure that a high quality, sustainable and accessible university system is in place to meet the changing needs of Nova Scotians. Through the mechanisms described in Clause 11, the parties will agree on the development and implementation of a work plan to achieve significant change in the areas of:
  - a. A new formula for the allocation of the provincial grant among universities;
  - b. Expanded collaboration to reduce costs while maintaining or enhancing program quality;
  - c. Improvements in quality assurance and accountability;
  - d. A review of tuition-related policies;
  - e. Measures to improve credit transfer and accessibility and affordability for Nova Scotia students;
  - f. Enhancement of research and development and of contributions to economic development;and,
  - g. Other initiatives as identified in Appendix I or by the Partnership.
11. The Universities agree to participate in a Partnership with the Province to provide leadership to achieve the implementation of the MOU, including progress on the Change Mandate, identification and implementation of Excellence and Innovation program projects, policy articulation and implementation, and all necessary steps for effective realization of “Excellence through Partnership”.
  - a. The Partnership will include all university Presidents and up to five Deputy Ministers. This Partnership will meet at least quarterly.
  - b. The Partnership will establish a small Steering Committee consisting of University Presidents and Deputy Ministers. The Steering Committee will meet at least monthly .
  - c. The Province and the Universities will establish a secretariat to coordinate work on implementation of the MOU. The work will include, but not be restricted to, the items in Clause 10 and Appendix 1.
  - d. Working groups will be established as required to undertake specific projects, and will be comprised of representatives of the Province, the universities, and other experts as required by the task. Students will be invited to have membership on appropriate working groups such as International Student Policy, and Tuition Policy.
  - e. The Partnership will report annually to the Minister of Labour and Advanced Education on their work plan and progress.

- f. The Parties are committed to ongoing, meaningful consultation with students throughout the term of the MOU. Consultation may occur at individual institutions, with CONSUP, and with the Province, and on specific issues and working groups. In addition, the Partnership will meet annually with representatives of Nova Scotia student organizations to discuss their work plan and progress, and to obtain student input.
12. The Universities respect the Province's desire that tuition charged to Nova Scotia students stays at or below the national average. The Parties agree that during the life of this MOU, annual increases in tuition rates will be limited to 3%, pending the outcome of the Tuition Policy Review, which will include a review of tuition levels at comparable institutions. This limit will not apply to Medicine, Dentistry or Law. The Parties agree that the limit will not apply to International students.
- a. With respect to Out of Province students, the Parties agree to examine this matter more fully during 2012-13 and to consult with other jurisdictions, particularly with the Maritime Provinces, and with student organizations prior to making a decision on whether the limit on Out of Province student tuition should be removed in 2013-14.
  - b. The universities agree that tuition fees for new programs will be set at rates comparable to existing programs.
  - c. Full-cost recovery programs are programs where students pay the full cost of their education. Restrictions to tuition fee increases during this MOU do not apply to full cost recovery programs. Institutions will consult with students and with the Department of Labour and Advanced Education prior to converting a regular program to a full cost recovery program to ensure that the proposed changes do not violate the provisions of the MOU.
  - d. The Universities commit to consultation and discussion of tuition increases with student organizations in advance of decisions being taken.
  - e. The universities agree to submit to the Higher Education Branch of the Department of Labour and Advanced Education, by July 31 of each year, tuition fee schedules for all programs.
13. With respect to auxiliary fees and ancillary fees,
- a. The universities agree that they will not increase auxiliary fees or ancillary fees within their control to compensate for an inability to raise tuition fees beyond the tuition caps in this agreement;
  - b. Auxiliary fees are fees for supplies, equipment, labs, field trips, or other items that students must pay in order to enroll in or complete a program or course;
  - c. Ancillary fees are fees for non-academic services such as residence accommodation, food services, health services, and student association.
  - d. Auxiliary and ancillary fees will be transparent with regard to the goods and services they are designed to be applied against.
  - e. Increases in auxiliary and ancillary fees will not exceed increases in the costs of providing the services or goods provided.

- f. Universities will notify the Department of Labour and Advanced Education of proposed increases to auxiliary or ancillary fees at least four weeks in advance of the approval by the university of the proposed increase.
  - g. In circumstances where students are to be faced with compulsory fee increases relating to ancillary operations, recognized student organizations on each campus will be consulted at least four weeks in advance of the approval by the university of the proposed increase. This timing is to allow for effective student input into the proposal prior to the decision.
  - h. Any increases that appear to be inconsistent with these principles will be subject to review by the Department of Labour and Advanced Education.
14. The Parties recognize that the Province has the right and ability to also construct bi-lateral agreements with each Nova Scotia university, and commit to a policy and practice of transparency with respect to any such agreement.
15. Amendments may be made to this MOU by mutual consent of the Parties. If an amendment is to be made, representatives of the Alliance of Nova Scotia Student Associations (ANSSA) and the Canadian Federation of Students (CFS) will be consulted as part of discussions on amendments so they have an opportunity to provide information prior to a decision.
16. This MOU will take effect on January 1, 2012 and will expire on 31 March 2015 unless renewed by mutual consent of the Parties.

## APPENDIX 1

The Parties commit to work actively over the next three years on a Change Mandate to ensure that a high quality, sustainable and accessible system of universities is in place to meet the changing needs of Nova Scotians over the next five to ten years. The work plan for the Change Mandate could involve but not be restricted to:

- a. A new formula for the allocation of the provincial grant among universities;
- b. Collaborative innovation projects to reduce costs and strengthen quality;
- c. Quality assurance;
- d. International Student Policy (supportive of Province's Population and Immigration objectives);
- e. A process for the Province, the universities and other appropriate groups to develop effective provincial research and development priorities and strategies;
- f. Opportunities for Universities to work with the Province and the business community to achieve provincial workforce strategies;
- g. Tuition Policy;
- h. Articulation of University Mission and Institutional Capacity;
- i. Infrastructure Renewal and Deferred Maintenance;
- j. Transparency and Accountability;
- k. Environmental Performance;
- l. Fostering further coordination and collaboration across Nova Scotia's University System;
- m. Credit transfer and enhanced flexibility within the university system and with the Nova Scotia Community College;
- n. Standardized, public financial reporting by universities;
- o. Development of a Funding Stability Mechanism; and
- p. Accessibility by Nova Scotians, including increasing participation rates in general and professional programs by underrepresented segments of the population.