

## SEPARATION AGREEMENT

BETWEEN:

**THE CAMOSUN COLLEGE STUDENTS SOCIETY**, a society incorporated under the Laws of British Columbia and having an address at Library Media Centre Room 102, 3100 Foul Bay Rd., Victoria BC V8P 5J2 (referred to as "**CCSS**")

AND:

**THE NEXUS PUBLISHING SOCIETY**, a society incorporated under the laws of British Columbia and having an address at Richmond House Room 201, 3100 Foul Bay Rd., Victoria BC V8P 5J2 (referred to as "**NPS**")

**WHEREAS the CCSS passed** The Nexus Autonomy Motion at its March 1998 Annual General Meeting (AGM), and whereas the NPS is desirous of its complete autonomy and independence from the CCSS.

**AND WHEREAS the CCSS** is dedicated to upholding the editorial and operational autonomy of the NPS from the CCSS.

**IT IS HEREBY AGREED** between the **CCSS** and the **NPS** that the principles, terms, and conditions contained within this Agreement shall govern the relationship between the **NPS** and **CCSS** until such time as this Agreement is terminated or mutually re-negotiated.

In this agreement, "successor newspaper" means only those newspapers printed by the NPS.

### **ARTICLE 1: Principles**

- 1.01 This Agreement holds as its first principle that the **CCSS** is desirous of having an official student newspaper, and the **NPS** is desirous of publishing The Nexus as the official student newspaper;
- 1.02 This Agreement holds as its second principle the operational and editorial autonomy of the NPS in publishing Nexus newspaper.
- 1.03 The CCSS shall recognize the full operational and editorial autonomy of the NPS in all aspects and considerations of the publishing of the Nexus, or its successor newspaper.
- 1.04 The CCSS recognizes the right of Nexus to editorial autonomy as guaranteed under this agreement and respect the right for staff and volunteers of Nexus to express their editorial opinions and publish the newspaper without fear of financial pressure, or editorial and operational interference from the CCSS.

### **ARTICLE 2: Publishing**

- 2.01 For the term of this agreement:
  - i. CCSS shall recognize the exclusive right of the NPS to publish The Nexus on the campus of the Camosun College as the official student newspaper, and
  - ii. The CCSS agrees that NPS have the exclusive use of the name Nexus.
- 2.02 NPS agrees to publish the Nexus or its successor newspaper subject only to the terms and conditions hereof and subject also to strikes, lockouts, and other labour action, as well as other acts beyond the control of the NPS.
- 2.03 CCSS agrees that the copyright and all articles, contributions, and other items contained in the Nexus, or its successor newspaper and its inserts by virtue of the Agreement belong to the NPS

and/or its contributors.

- 2.04 So long as the NPS remains the publisher of the official student newspaper, the NPS agrees as follows:
- i. To publish the Nexus, or its successor newspaper a minimum of 18 issues per calendar year and provide the CCSS with a publishing schedule for the upcoming publishing year at the start of the academic year.
  - ii. The number of issues printed will be negotiable by mutual agreement of both parties.
  - iii. To publish sufficient copies of Nexus, or its successor and make available to at least 35 percent of the CCSS members enrolled in the session at the time of publication.
  - iv. To make available Nexus, or its successor, at NPS designated locations of Camosun College to a minimum of 8 locations at Interurban and 8 locations at Lansdowne, but not be limited to these campuses or locations.
  - v. To provide CCSS with free advertising or advertising at the lowest possible cost, including but not limited to all advertising of any duly constituted club, or any other subsidiary organization of the CCSS. Refer to schedule 2 (attached).

### **ARTICLE 3: Fees**

- 3.01 During each Camosun College term, CCSS shall remit the required budget transfer to the NPS, provided that Camosun College continues to collect student fees on behalf of the CCSS and remit such fees to the CCSS. If CCSS fails to remit the transfer payment within 20 days of receiving from Camosun College student fees which include the costs of publication of an official student newspaper, CCSS will pay interest on the transfer payment from and including the 21st day at a rate equal to the Bank of Canada prime rate plus 1% then in effect compounded annually. Payment of fees shall be as set out in schedule 1 (attached). Final adjustments would be due no later than 20 days after the receipt of CCSS audited statements.
- 3.02 The CCSS shall also remit to NPS fees collected by referendum as per the terms outlined in Article 3.01 of this agreement, so long as all CCSS members remain members of NPS. Final adjustments would be due no later than 20 days after the receipt of CCSS audited statements.
- 3.03 The NPS shall, at the beginning of each fiscal year, submit to the CCSS a budget and financial statement detailing in full the financial activities of NPS.
- 3.04 The CCSS may include a financial review of the NPS in their yearly audit, paid for by the CCSS. The NPS shall provide full cooperation with the CCSS auditor.

### **ARTICLE 4: Office Space, Furnishings, and Equipment**

- 4.01 The CCSS acknowledges that Nexus office space (Richmond House 201, Lansdowne campus) shall be allocated by Camosun College to NPS for the sole use of Nexus operations.
- 4.02 The CCSS agrees that NPS is the exclusive owner of all equipment and supplies within the possession of NPS.
- 4.03 Upon dissolution of NPS, all remaining assets shall be transferred to CCSS. Any levy money collected that would otherwise be destined for NPS, if dissolved, shall instead be used by the CCSS for a similar purpose.
- 4.04 The CCSS supports the Nexus having a presence on both campuses and will continue to provide space to the NPS for the publication of the Nexus on Lansdowne Campus and will endeavor to include space for the Nexus in any proposed Student Union Building on the Interurban Campus.

### **ARTICLE 5: Liability**

- 5.01 NPS agrees that it shall indemnify and save CCSS free and harmless of any liability resulting from any action, inaction, conduct, wrongdoing, misfeasance or non-misfeasance of NPS, its

- officers, agents, staff (as defined in the NPS Constitution and Bylaws), and/or employees.
- 5.02 NPS agrees to cooperate with the CCSS in the resolution of any claims against the CCSS arising out of the publication of the official student newspaper by the CCSS and in particular the NPS will publish at no cost to the CCSS any clarifications or retractions that CCSS deems prudent in resolving any such claims.
- 5.03 The NPS shall maintain adequate insurance for its operations and, without limiting the generality of the foregoing, it shall maintain the following specific types of coverage:
- i. Commercial General Liability
  - ii. Tenant Legal Liability insurance

## **ARTICLE 6: Arbitration**

- 6.01 If a dispute arises between the parties to this Agreement concerning any of the provisions of this Agreement, either party can direct that the matter under dispute be arbitrated, according to the following procedure:
- i. STEP ONE: At the call of either party, both parties shall form, within 15 days, a joint committee to attempt to settle the dispute. If the committee is unable to resolve the dispute or if the committee does not meet within 15 days of formation of joint committee, the dispute shall be referred immediately to the Office of the Ombudsperson for resolution.
  - ii. STEP TWO: Office of the Ombudsperson shall mediate with the two parties to attempt to settle the dispute. Both parties agree to cooperate with the Ombudsperson or her/his designate in an attempt to resolve the dispute through mediation. Without limiting the generality of the foregoing, both parties agree to provide reasonable access for the Ombudsperson to their facilities, records, staff, employees and Board members
  - iii. STEP THREE: If mediation is unsuccessful in resolving the dispute, the Ombudsperson or other Arbitrator agreed upon by the parties shall conduct such further investigation as she/he shall deem necessary and shall then issue a written decision calculated to resolve the dispute in an equitable and fair manner, which shall be final and binding upon the parties.
- 6.02 If the Ombudsperson is unable or unwilling to mediate and resolve the matter within 30 days the NPS and the CCSS may appoint a mutually acceptable third party to perform the role otherwise assigned to the Camosun Ombudsperson.

## **ARTICLE 7: Duration, Re-negotiation, and Termination**

- 7.01 This Agreement shall remain in effect from April 1, 2009 to March 31, 2014 unless earlier terminated pursuant to the terms of this agreement.
- 7.02 If renewal of this Agreement has not been agreed to by both parties on or before June 1, 2014, then notwithstanding Article 7.01 this Agreement shall remain in effect until
- i. Negotiations have been successfully concluded by both parties hereto, or such time after May 1, 2014 as either party hereto seeks to terminate this Agreement.
- 7.03 For the purposes of termination of this Agreement pursuant to Article 7.02-
- i. If CCSS seeks to terminate this Agreement, it shall do so by a 2/3 vote at a CCSS General Meeting,
  - ii. If NPS seeks to terminate this Agreement, it shall do so through a 2/3 vote at a NPS General Meeting.
- 7.04 CCSS and NPS must not fail or refuse to negotiate in good faith and to make every reasonable effort to conclude a separation agreement otherwise this agreement shall be submitted to arbitration under 7.01 iii.
- 7.05 Negotiations shall be opened by either:
- i. CCSS Board of Directors passing a motion to open up negotiations at a duly constituted

- meeting and subsequently advising the NPS in writing.
- ii. NPS Board of Directors passing a motion to open up negotiations at a duly constituted meeting and subsequently advising the CCSS in writing.
- iii. CCSS and NPS shall contact each other within 30 days to setup a date to negotiate this agreement. Each subsequent meeting shall be scheduled within two weeks unless otherwise agreed by the parties.

#### **ARTICLE 9: Assignment**

9.01 NPS shall not assign any of the rights granted to it pursuant to this agreement without the written consent of the CCSS.

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#### **ARTICLE 10**

10.01 This Agreement shall adhere to and be binding upon the successors and assigns of each of the parties hereto.

#### **ARTICLE 11: CCSS/NPS Communications Structure**

11.01 CCSS shall have a Nexus Liaison whom shall do the following:

- i. Attend NPS board meetings, with voice.

11.02 NPS shall have a CCSS Liaison whom shall do the following:

- i. Attend CCSS board meetings, with voice.

11.03 CCSS and NPS will inform each other of the appointed liaison and any change of their appointed liaisons at least 7 days in advance of the next board meeting.

11.04 CCSS shall post board meeting minutes, by-laws and policies on its website within 14 days of board approval.

11.05 NPS shall post board meeting minutes, by-laws and policies on its website within 14 days of board approval.

#### **Schedule 1 - Pursuant to Article 3.01**

##### **Payment of fees from the CCSS to the NPS**

The CCSS shall provide the NPS with a consistent level of per student funding which is adjusted annually by the same inflationary rate as other CCSS fee levies. The 2008/2009 fiscal year NPS grant amount of \$65018.16 shall be used in determining the appropriate per student allocation beginning in the 2009/2010 fiscal year with the first inflationary adjustment taking place in the 2010/2011 fiscal year. In addition, the CCSS will continue to provide the \$0.30 per student per month student levy allocated to NPS in an April 2003 referendum, plus annual inflation (the 2008/2009 rate was \$0.35). Agreement is based on current funding formulas used to collect fees from students. If funding formulas change beyond the control of the CCSS, the NPS shall proportionately share any change in funding the CCSS receives.

The CCSS shall pay all said fees agreed to in this separation agreement according to the following schedule.

NPS will receive from the CCSS its estimated grant and referendum amount in four equal installments

quarterly on May 1, August 1, November 1, and February 1 of each year, contingent upon Camosun College remitting student fees to the CCSS. Any difference between estimates and actual figures shall result in an additional installment by either the CCSS or NPS to settle the difference. The difference shall be paid no later than 20 days after receipt of the CCSS audit.

## **Schedule 2 - Pursuant to Article 2.04**

### **Nexus Advertising Policy with the CCSS**

The CCSS and Nexus will agree to an advertising policy that will reflect the following;

- Nexus will provide free space in each issue for a 400 word written CCSS column that will appear in the paper as an advertorial and will not be edited for content but may be refused for reasonable legal or libel reasons. The column will be booked one week before the copy deadline and submitted to Nexus by copy deadline via email. This space will not be accumulative -- in other words, if it is not used it cannot be banked for later use.

- Nexus will provide free space in each issue for a 1/8 page ad. This submission will meet all established deadlines and ad dimensions as described on Nexus Rate Card and will be camera-ready. Nexus may provide design services at costs outlined on Nexus Rate Card. This space can be banked for a maximum of four issues. Reservation of banked space must be made in advance to Nexus Advertising Department and will be no larger than 1/2 page (i.e. - four 1/8 page ads).

- Nexus will provide free space for a 1/4 quarter-page election notice (twice annually). This submission will meet all established deadlines as described on Nexus Rate Card and will be camera-ready. Nexus may provide design services at costs outlined on Nexus Rate Card. This space will not be accumulative -- in other words, if it is not used it cannot be banked for later use.

- Nexus will provide free space for a 1/4 quarter-page Annual General Meeting notice (once annually), and provide Special General Meeting notices when required. This submission will meet all established deadlines as described on Nexus Rate Card and will be camera-ready. Nexus may provide design services at costs outlined on Nexus Rate Card. This space will not be accumulative -- in other words, if it is not used it cannot be banked for later use.

- Nexus will provide four full pages for election platforms (twice annually) at a cost of \$510 plus an optional \$250 full colour cost, or, in the event of less than four pages, \$127.50 per page plus an optional \$250 full colour cost. These rates will be increased proportionally if Nexus printing costs go up. These submissions will meet all established deadlines as described on Nexus Rate Card and will be camera-ready. Nexus may provide design services at costs outlined on Nexus Rate Card.

- Nexus will provide free space for a 1/4 quarter-page Referendum notice when needed by the CCSS. This submission will meet all established deadlines as described on Nexus Rate Card and will be camera-ready. Nexus may provide design services at costs outlined on The Nexus Rate Card. This space will not be accumulative -- in other words, if it is not used it cannot be banked for later use.

- Official student clubs or CCSS subsidiaries will receive a 200-word column space and a business card-sized ad per issue (or a 250-word column in lieu of using the ad space) to a maximum of six columns per issue on a first-come, first-served basis. Two of these six spots will be reserved for CCSS subsidiary groups and cannot be used by student clubs. These columns and ads will be booked one week prior to established deadlines. The ads will meet all established deadlines and ad dimensions as described on

Nexus Rate Card and will be camera-ready. Nexus may provide design services at costs outlined on Nexus Rate Card. The columns will be submitted to Nexus by copy deadline via email. This space will not be accumulative -- in other words, if it is not used it cannot be banked for later use.

Nexus has the right to refuse or edit any CCSS submissions for reasonable legal or libel reasons. The Nexus may also edit CCSS submissions for length, grammar, spelling, and typos.