

AGREEMENT

This agreement entered into this XXth day of XXXX, 2011, by and between Macalester College Student Government, St. Paul, Minnesota (hereinafter referred to as “MCSG”) and the Minnesota Public Interest Research Group, a Minnesota non-profit corporation (hereinafter referred to as “MPIRG”),

WITNESSETH:

WHEREAS, a majority of voters in a Macalester all-campus student referendum held on April 12th, 2010 have requested affiliation with MPIRG and;

WHEREAS a majority of voters in a Macalester all-campus student referendum held on December 10, 2011 have requested \$3.00 per semester increase in the MPIRG fee:

THEREFORE, MCSG and MPIRG agree as follows:

1. During the academic years commencing with the date of formal validation in fall 2011, fall 2012, and fall 2013, MCSG shall pay to MPIRG an amount equal to \$12.00 for each student assessed the Macalester student activity fee, less funds for each student assessed the fee who chooses to opt-out (“opt-out” is further defined below in clause 4 and clause 5) from contributing to MPIRG at validation.
2. MCSG shall pay MPIRG \$12.00 for every student assessed the student activities fee in two payments. The first \$6.00 payment shall be directly deposited into an account designated by MPIRG by the chair of MCSG’s Financial Affairs Committee on or before December 1 of the academic year for which the payment is being made. The second \$6.00 payment shall be made on or before May 1 of the academic year for which the payment is being made.
3. MCSG will, in consultation with MPIRG, place a referendum on its spring ballot in spring 2014 to determine the level of support for an extension or renegotiation of this agreement. Unless otherwise agreed upon by both parties, the language of the question shall read:

“Macalester has had a chapter of the Minnesota Public Interest Research Group (MPIRG) since 1971. MPIRG is a non-profit, nonpartisan organization that works on issues that are determined each year by students from its chapters on nine campuses across the state. MPIRG has worked to protect the environment, fight domestic violence, educate voters, and create more affordable housing. MPIRG is largely funded through student activity fees at its member colleges and universities.

MCSG’s contract with MPIRG expires July 1, 2014. Under the current contract, each year MPIRG receives \$12.00 for each student assessed the student activity fee. Students who do not want any of their activity fee to go to MPIRG can redirect this \$12.00 to the MCSG operating fund, which is distributed to other chartered student organizations or the MCSG.

Shall MCSG continue its affiliation with MPIRG by continuing to forward student activity fee monies to MPIRG each year? Yes / No”

Upon 50 percent plus one of voting students affirmatively voting to extend or renegotiate this agreement, MCSG shall work with MPIRG to extend or renegotiate this agreement.

4. MCSG shall provide any student who does not want a portion of his or her student activity fee to go to MPIRG the opportunity to opt-out of MPIRG funding. This opportunity shall be provided by MPIRG to students through an all-campus email. Students will have the option of choosing whether the \$6.00 of their student activity fee that would otherwise go to MPIRG should remain in MCSG's operating fund with the rest of the student activity fee. Students who do not choose to opt out will be counted as choosing to provide their \$6.00 per semester to MPIRG. Students will be provided a written form at validation containing the following text:

“Macalester has had a chapter of the Minnesota Public Interest Research Group (MPIRG) since 1971. MPIRG is a non-profit organization that works on issues that are determined each year by students from its chapters on nine campuses across the state. MPIRG has worked to protect the environment, fight domestic violence, educate voters, and create more affordable housing. MPIRG is largely funded through student activity fees at its member colleges and universities.

This semester, \$6 of your student activity fee will be directed to MPIRG. If you would instead like this \$6 to remain in MCSG's operating fund, which is distributed to other chartered Macalester student organizations or MCSG, print your name here _____.”

MPIRG will not solicit any reason from any individual for requesting to keep all of his or her student activity fee in the MCSG operating fund. The appropriate MCSG representative and their contact information will be identified each year and added to this text prior to the email notification. The request for a transfer must be returned to MCSG by Nov. 1st in order for students to opt-out of MPIRG funding.

5. MCSG will provide the Student Affairs Office with a list of those students who have requested that this \$6.00 be redirected to the MCSG operating fund as stipulated in clause 4 and clause 5, in order for MPIRG to verify eligibility for activities that require payment of the fee, such as participation in the chapter, local board of directors, and state board of directors. The Student Affairs Office will keep a record of the students opting out of the fee, to be made available to the MPIRG state-wide organization upon request.
6. Macalester MPIRG representatives and representatives from the MPIRG state office will attend one MCSG Legislative Body meeting per semester to provide information about MPIRG's activities and to indicate where the Macalester student activity fee monies provided to MPIRG are spent.
7. MCSG does not take any position with respect to any activity of MPIRG pursuant to this agreement.
8. MCSG may choose to increase the annual amount allocated to MPIRG. MCSG may also pursue an increase in the student activity fee during the period that this agreement is in effect. MPIRG and MCSG may negotiate whether any, and if so, how much, of this increase should be directed to MPIRG. MPIRG and MCSG will place a referendum on a MCSG sponsored ballot to determine the level of support for any increase in the amount of the MPIRG fee. The text of this referendum will be decided by MCSG in consultation with MPIRG.
9. This agreement shall terminate on July 1, 2014. This agreement will terminate prematurely if 555 Macalester students (the number voting to retain MCSG's affiliation with MPIRG in the April 12th, 2010, ballot) sign a petition, collected during the academic year in which the petition is being presented, calling for a referendum to terminate this agreement, and if fifty percent plus one of students voting in this referendum vote to terminate the agreement. Any students petitioning for such a referendum must not make false or misleading statements about MPIRG or its activities. The petition must include the text: “I support having MCSG hold a referendum to determine if it should terminate its agreement with

MPIRG.” If the required 555 signatures are collected, the text of the referendum will appear on the MCSG spring ballot as described in clause 3.

FOR MPIRG

BY: _____
Kathy Dekrey
Chair, MPIRG Board of Directors

DATE: _____

BY: _____
Joshua Winters, MPIRG Executive Director

DATE: _____

FOR MCSG

BY: _____
Rudy Herrera Marmol
MCSG President

DATE: _____