



THE FLORIDA STATE UNIVERSITY
STUDENT GOVERNMENT ASSOCIATION

76th STUDENT SENATE Senate Resolution

Resolution #: 33

Primary Sponsor(s): Meier, Salazar

Co-Sponsor(s): Arellano, Baressi, Cofer, DeVitto, Garcia, Goldstein, Gorelick, McEnery, Rodriguez, Salazar, Valderrama, Valdes-Herrera, Vargheese

Date: 03/07/2024

Whereas: The Memorandum of Understanding Activity and Service Fee Annual Allocation Between the Florida State University Student Government Association, Florida State University Division of Student Affairs, and Florida State University Division of Finance and Administration, commonly referred to in the 76th Student Senate Chamber as the “Budget Deal,” is as follows:

“This Memorandum of Understanding (MOU) is entered into by and between the Florida State University Student Government Association (SGA), Florida State University Division of Student Affairs (DSA), and Florida State University Division of Finance and Administration (VPFA), herein referred to collectively as “the Parties.”

Whereas, the Activity and Service Fee revenues are to be expended for the benefit of the entire student body, and

Whereas, the core and largest sources of student services and activities derive from the functions of student success facilities and programs including the Student Union, Askew Student Life Center, Student Services Building, Leach Center, Intramural Sports Fields, Westside Courts, Rec SportsPlex, FSU Lakefront Park, the Globe, and Student Engagement, which require a continuing and stable funding for staff and facilities, and

Whereas, SGA recognizes that this funding must be predictable and stabilized over periods of time to provide these services.

Therefore, the Parties agree as follows:

The Parties agree to allocate the annual Activities and Services (A&S) fee collections as provided below, for five (5) fiscal years, beginning July 1, 2024, and ending on June 30, 2029. The University’s fiscal year begins on July 1 and ends on June 30.

Beginning on July 1, 2024, SGA agrees to receive \$1,189,132 from A&S fee collections to be used for purposes allowed for such funds by applicable law and to include SGA Offices, Agencies, Bureaus, Affiliated Projects, and Funding Boards. This amount shall annually increase by 4% of the previous year’s amount starting in year 2.

During the term of this MOU, SGA agrees to allocate the remaining annual A&S fee collections to DSA to support student success facilities, and related expenses, salaries, and overhead. In return, DSA agrees to sustain the student success facilities and Student Engagement services and operations of hours at the current levels; in addition, the same type of expenses will continue to be supported throughout this agreement. Any reduction of operating hours greater than 10% shall require the Recreation Center

Board or the Union Board approval. DSA will fund the Congress of Graduate Students (Congress) with their allocation of A&S fees, based on the Congress's current agreement terms with SGA.

The Parties agree that if student enrollment changes by more than 5% or if the A&S fee is increased during the term of the MOU, they will renegotiate the A&S allocation. In addition, the MOU terms may be renegotiated based on mutual consent of all parties.

On an annual basis, the DSA will provide a presentation on A&S fund allocations to members of the SGA.

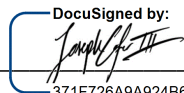
In the case of any alleged dispute between the Parties regarding the terms or implementation of this MOU, the complaining party must raise such claim by written notice to the other party including specific details within 30 days of its occurrence to all parties. The Parties shall meet within 30 days of such notice to resolve any such dispute with the Student Body President, Student Body Treasurer, Student Senate President, and Student Senate Budget Committee Chair given at least 24 hours' notice to attend such meeting. Those attending shall have authority to resolve the dispute. If the Parties cannot resolve the dispute, final appeal shall be to a three-person panel. The panel shall consist of one student appointed by the student body president, the Senior Vice President for Finance and Administration (chair), and one at large member selected by the University President.

Any individual waiver of MOU terms shall be in writing.

This MOU is executed in good faith, replaces all prior agreements between the Parties in these matters and reflects the mutual understanding of the Parties."

Be it resolved by the Seventy-Sixth Student Senate at Florida State University that: the 76th Student Senate supports this agreement on behalf of the Student Body in good faith.

OFFICIAL: _____

DocuSigned by:

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Student Senate President

3/20/2024 | 12:13 PM PDT

SENATE VOTE: 41-0-0
PASSED: March 7, 2024