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**Committee Responsibility:** Board of Directors**Adopted:** November 2016**Executive Responsibility:** Director of Finance**Last Amended:** -**Procedure:**  
40.01-01  
40.01-02  
40.01-03  
40.01-04  
40.01-05  
40.01-06

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## PREAMBLE

The Students' Union has a responsibility to provide direct financial assistance to members through a variety of programs aimed at ensuring that all members with demonstrable financial need have access to assistance. The College's Coordinator of Financial Aid and Awards shall administer financial assistance services through the institution's Financial Aid and Awards Office. Where noted, the funds and managed will be held by the Douglas College Foundation.

This policy, along with the attached procedures, shall outline each services and the manner in which they are to be administered.

## STATEMENT

### **1. MINISTRY MATCHING EMERGENCY AID PROGRAM ENDOWMENT FUND**

The BC government annually provides \$2,000 in funding for emergency aid for students provided that those funds are matched by the Students' Union. Accordingly, the Students' Union will provide \$2,000 per year in direct funding to the program. The contribution shall be allocated to the Students' Union's Emergency Bursary Endowment Fund, held by the Douglas College Foundation. Distributions from the Students' Union Emergency Bursary Endowment Fund shall be as per Procedure 40.01-01, Emergency Bursary Endowment Terms of Reference. The Fund balance shall be maintained at not less than \$65,000 and any funds unallocated at the close of the year shall be added to the Fund principle.

### **2. STUDENTS' UNION MATURE STUDENT BURSARY ENDOWMENT FUND**

The Students' Union shall maintain an endowment fund to provide bursaries to mature students. The Mature Student Endowment Fund shall be held and administered by the Douglas College

Foundation based on terms outlined in Procedure 40.01-02, Mature Student Bursary Endowment Terms of Reference. The Fund balance shall be maintained at not less than \$30,000 and any funds unallocated at the close of the year shall be added to the Fund principle.

### **3. STUDENTS' UNION DAYCARE BURSARY ENDOWMENT FUND**

Through the Douglas College Foundation, the Students' Union will maintain an endowment fund to provide financial assistance to members who require childcare for their dependents and are not able to access a daycare subsidy. Procedure 40.01-03 will define the terms of reference for this fund. The Fund balance shall be maintained at not less than \$135,000 and any funds unallocated at the close of the year shall be added to the Fund principle.

### **4. STUDENTS' UNION AWARD ENDOWMENT FUND**

The Students' Union shall maintain an endowment fund to support annual awards for domestic students based on financial need and community involvement. The Fund shall be maintained by the College Foundation and shall be governed by Procedure 40.01-04, Students' Union Award Endowment Fund Terms of Reference. The Fund balance shall be not less than \$170,000 and any funds unallocated at the close of the year shall be added to the Fund principle.

### **5. STUDENTS' UNION INTERNATIONAL AWARD**

The Students' Union shall allocate \$2,000 annually to fund two \$1,000 Students' Union Awards for international students who can demonstrate financial need and have a record of exemplary community involvement. The funds shall be distributed by Douglas College per Procedure 40.01-05, International Student Award Terms of Reference.

### **6. STUDENTS' UNION FOOD BANK**

The Students' Union shall maintain a food bank service at each campus with items both collected in food drives, and purchased directly from wholesalers for the purpose of distribution via the service. The regulations that govern the distribution of food shall be outlined in Procedure 40.01-06.

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<b>Committee Responsibility:</b> Budget and Operations Committee	<b>Adopted:</b> February 2011
<b>Procedure:</b> -	<b>Last Amended:</b> August 2017 August 2018

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## PREAMBLE

Clubs are designed to enhance the post-secondary education experience by offering students the opportunity to pursue their learning through extra-curricular activities. Clubs are intended to foster a positive environment for students to express themselves and to join in activities within the diverse community of Douglas College students. Clubs are voluntary organizations formed by members of the College community and are a traditional part of campus life, contributing in a significant way to its intellectual, political, social and cultural diversity.

Clubs and course unions are sub-organizations of the Students' Union and as such, exist at the behest of the Students' Union. Clubs must adhere to this and other policies of the Students' Union, and such directives as may be resolved by the students' union's board of directors or membership.

While all requests by clubs for recognition and funding will be considered, the Students' Union reserves the right to deny recognition and funding for any reason, within its sole discretion.

## STATEMENT

### **1. DEFINITIONS**

**Board:** The Board of Directors of the Students' Union.

**Committee:** the Budget and Operations Committee of the Students' Union.

**Club Registration Package:** An information package, submitted by clubs when they are chartered and each September thereafter, which contains a list of active members, and a list of current club executive members.

**Academic/Fiscal Year:** References to "year" in this policy will mean the academic and fiscal year, which begins each September 1, and concludes on August 31 of the following calendar year.

**Director of Finance:** References to the Director of Finance shall mean the Students' Union's Board member responsible for Clubs or their designate.

### **2. CATEGORIES**

There shall be Five (5) categories of clubs, as follows:

**Religion/Partisan:** clubs organized to support and participate in an established religions structure or political party, or those organized to achieve a political or religious goal, and not affiliated with a specific political party.

**Sport/Recreation:** Clubs organized to facilitate participation in a sporting or recreational activity that involves physical exertion.

**Academic:** clubs formed to represent and organize on behalf of students in a particular Douglas College program or faculty. These clubs may identify themselves as course unions.

**Grad Association:** club formed to create an association of classmates in a certain course union who also share the same graduation date and may also be raising funds for their graduation event.

**General Interest:** clubs organized around a particular interest or activity that does not require physical exertion.

### **3. REQUIREMENTS FOR CLUB CHARTER**

#### **3.1 Application for Active Status**

To apply for active status, a club must complete the following:

- a. Complete and submit a Club Registration Package for approval by the Board within the timelines prescribed by the Board.
- b. Fulfill a role and purpose not already fulfilled by an existing club.
- c. Have their constitution, which must be in compliance with this Policy, approved by the Board.

#### **3.2 Maintenance and Loss of Active Status**

- a. A club that has submitted a Club Application Package in the current year, and has been ratified by the Board will be considered active until the end of that year.
- b. Previously active clubs that fail to submit a Club Application Package following the start of a new year will be considered inactive.
- c. Those clubs that remain inactive for the duration of two consecutive years may be deemed abandoned, and lose their charter by resolution of the Board.

#### **3.3 Membership Regulations**

- a. Sport/Recreation, General Interest and Religious/Partisan clubs must be open to all students' union members and therefore, must allow any interested member to join. Academic and Grad Association clubs may restrict membership to those students' union members in the particular program, department or faculty around which the course union is being organized.
- b. Sport/Recreation, General Interest and Religious/Partisan clubs shall maintain a list of not less than fifteen (15) active members of whom ninety percent (90%) must be Students' Union members. Academic clubs and Grad Associations shall maintain a list of not less than thirty (30) active members of whom ninety-five percent (95%) must be Students'

Union members. Non-Students' Union members may include Douglas College alumni, faculty, staff or members of the community.

- c. To be considered a club member, an individual must sign the membership list form. Per Article 3.6 below, for Sport/Recreation clubs and certain other clubs, an individual seeking to be a member of the club must also sign a liability waiver indemnifying the Students' Union and Douglas College from any injury arising from the Club's activities.

### **3.4 Club Governance Requirements**

All clubs shall be governed democratically by an executive committee that is drawn from, and responsible to, the club membership. Club executives shall have the ability to govern the affairs of their club, subject to the following:

- a. Club executive committees shall have no fewer than three members elected by the club membership, and shall meet no fewer than once per month for each month between September and April. Clubs executive positions shall be elected at least once per year, or more frequently subject to a club's bylaws.
- b. All club executive members must be members of the Students' Union.
- c. Each club executive is responsible for ensuring that the club operates democratically in accordance with the club's constitution, the bylaws of the Students' Union, the policies of Douglas College, and the relevant laws of the federal, provincial and municipal government. Academic clubs and Grad Associations shall maintain a set of bylaws and may either develop their own unique set of bylaws or choose to use the Default Constitution provided in the Club Registration Package.
- d. Members of the club executive shall bear joint and several liability for damages arising for the actions of the club where such actions are in violation of this policy, the bylaws of the Students' Union, the policies of Douglas College or any other law or regulation of the jurisdiction in which the actions took place.
- e. Members of the club executive are responsible for avoiding, and when unavoidable, disclosing any conflicts of interest that may arising in relation to a club executive member's duty of care to the club and some other duty or interest. Where such a conflicts exists, a club executive member must take appropriate action to abstain from participating in any decision on, or discussion of, a matter in which their interests are conflicted.

### **3.5 Club Legal Status**

Clubs of the Students' Union are not legal entities, and exist as informal sub-entities of the Students' Union. Clubs may not enter contracts or incur debt, nor can they bind the Students' Union to a contract or debt. Clubs do not have the authority to, and thus must not, apply for a liquor license or a gaming license.

### **3.6 Exclusions and Restrictions**

Douglas College maintains a risk assessment tool that categorizes activities as either low, moderate, high, or extreme risk. The Students' Union shall use this risk assessment tool in

assessing exclusions and restrictions to club status and club activities. Clubs whose purpose is to engage in activities defined by the risk assessment tool as extreme risk shall not be ratified, and no club may engage in an activity that would qualify as extreme risk under the risk assessment tool.

All clubs with a purpose defined as high or moderate risk shall be required to have all members sign a liability waiver indemnifying the Students' Union and College from any injuries arising from a club's activities. Any club wishing to undertake an activity that qualifies as moderate or high risk shall be required to get the express permission of the Students' Union prior to undertaking that activity.

## **4. CLUB RESOURCES**

### **4.1 Office Services**

Active clubs will be provided access to the office services listed below at rates equal to those charged to members:

- a. printing and photocopying;
- b. banner printing;
- c. button making;
- d. digital storage (via USB); and
- e. computer access.

### **4.2 Space Use**

Active clubs will be provided the ability to book space for meetings, events and other gatherings in the Students' Union Building, and where made available by the College, in spaces owned, operated or controlled by Douglas College. Clubs may also book space for tables or kiosks in the Coquitlam Campus atriums and the Concourse of the New Westminster Campus, subject to availability and any rules, regulations or policies of Douglas College.

### **4.3 Sign Language Interpretation**

Active clubs may receive assistance from the Students' Union in securing sign language interpretation for their events or meetings.

### **4.4 Digital Services**

All clubs shall be listed club on the Students' Union's website, and shall have access to information, services and communication through the Students' Union's online club portal.

## **5. FUNDING AND FINANCIAL MANAGEMENT**

Clubs receive funding in three ways: basic annual club grants and budget allocations from the Students' Union, and fundraising. Each club will be granted two accounts with the Students' Union: one to maintain and draw expenses from budget allocations from the Students' Union, and a second account for fundraised money held in trust.

## **5.1 Basic Annual Club Grant**

Each year, upon being granted active club status, a club becomes eligible for a basic annual club grant from the Students' Union of one hundred dollars (\$100). The basic annual club grant is meant to aid the club in basic operations as it establishes its plan or activities for the year ahead.

## **5.2 Club Budget Allocations**

- a. Clubs become eligible for budget allocations from the Students' Union each year upon being granted active status. Club Budget Request Forms will be available as part of the Club Registration Package, and must be completed and submitted on a timeline prescribed by the Board. The Form provides each club space to describe their plans for the coming year, and the associated cost of each initiative.
- b. Funding for the club beyond the Basic Annual Club Grant is based on a club's budget request proposal. The following maximum funding allocations apply to each category of club respectively:
  - The maximum budget allocation for General Interest or Sport/Recreation clubs shall be \$400 per year.
  - The maximum budget allocation for Partisan/Religious clubs shall be \$300 per year.
  - The maximum budget allocation for an Academic clubs shall be \$500 per year.
  - The maximum budget allocation for a Grad Association shall be \$500 per year, and \$1000 in total budget allocation over the life of the Association.
- c. In recognition that most clubs apply for active status in the fall semester, 75% of available club funds will be allocated to fund clubs seeking funding in the fall semester, and 25% of funds allocated to clubs seeking funding in the winter semester.

## **5.3 Club Budget Accounts**

Each club shall be granted a Budget Account that shall contain a club's annual basic grants and budget allocation, as well as any other funds that may be donated or supplied by the Students' Union. The following terms shall apply to funds held in budget accounts:

- a. Budget Account funds may only be used for expenditures designed to advertise the club to Students' Union members, expenses associate with conducting the club's meetings, locker rental costs, and for such other expenses note in a club's accepted Budget Request Form.
- b. No funds shall be expended from a Club budget account without appropriate documentation.
- c. At the end of each fiscal year, all unspent funds in a club's budget account shall be returned to the Club Fund's general account.
- d. Budget account funds may not be used to make a donation to a third party organization, except as may be approved by the Committee.

## **5.4 Fundraising**

Clubs are encouraged to raise additional funds beyond their basic annual club grant and budget allocation, and may participate in fundraising activities or seek sponsorships for events and activities. Clubs may not undertake commercial operations, nor any forms of gaming (raffles, 50/50 draws, etc). Funds raised by clubs shall be held in trust by the Students' Union. Clubs may receive in-kind donations of services, but may not accept capital items without the consent of the Committee.

### **5.4 Club Trust Accounts**

Each club shall be granted a Trust Account that shall contain any other funds raised independently by the club. The following restrictions apply to funds held in trust accounts:

- a. No funds shall be expended from a club trust account without appropriate documentation.
- b. All funds generated by fundraising, sponsorship and membership fees must be first deposited to a trust account before being used to fund club activities.
- c. Clubs may use trust account funds as they see fit, provided that the purposes are germane to the Club Constitution, not prohibited by the statutes of the Students' Union, and have been duly approved by the club's executive committee.
- d. Clubs deemed to have been abandoned due to two years of inactivity shall have their trust accounts terminated with remaining funds transferred to the Club Fund's general account.

### **5.5 General Financial Restrictions**

The following shall restrict clubs' financial activities and expenditures:

- a. Clubs may not engage in activities resulting in the personal benefit of individual members, but rather activities that benefit the majority of members of a club.
- b. Clubs may not, without the prior consent of the Board, purchase alcohol for resale as part of a licensed special event; and clubs may not, under any circumstance, purchase alcohol for consumption or distribution at an event not covered by a special event license and appropriate liability insurance.
- c. Events funded by clubs must be open to all club members, except where restrictions are applied by the laws of British Columbia.
- d. Clubs may not use funds or access to facilities to directly support a candidate or candidates for election in a federal, provincial or municipal electoral process but may produce materials and host events in support of a recognized political party. No club may make direct donations to a political party or candidate for election to a governmental or legislative body. Partisan Clubs must refrain from third party campaigning as defined by Elections Canada and Elections BC.
- e. Clubs may not sell general sponsorships or advertising on campus, but may seek sponsorship donations to support their events and activities provided that the club follow a formalized process that has the prior expressed approval of the Director of Finance.



f. Clubs may not purchase gift cards, vouchers or other transferable certificates of value.

### **5.6 Signing Authority**

As part of the Club Registration Package, each club shall provide a list of three signing officers authorized to approve expenditures and make bookings on the club's behalf. The authorization of expenditures from club accounts shall require the signature of two recognized signing officers of the club. The booking of equipment and rooms shall require the consent, verbal or written, of one signing officer.

No signing officer shall be recognized by the Director of Finance until she has received a sample signature. All signing authorities of a club are accountable to both the club membership and the Students' Union for the financial activities of the club including prohibited expenditures and debts incurred.

### **5.7 Debt**

Clubs are prohibited from issuing financial commitments that exceed their available funds, resulting in a negative balance in either their trust or budget accounts. If a negative balance in either account is incurred, the Students' Union shall use available funds from the other account to produce a zero balance in the account overdrawn. If insufficient funds are available in either of a club's accounts to satisfy a financial commitment, that club may face the withholding of future budget allocations or the removal of club status. Notwithstanding the above, where a negative balance has been produced by the negligence or wrongdoing of club signing officers, the Students' Union reserves the right to pursue repayment from those individuals responsible.

## **6. CLUB CONDUCT**

For the purpose of this policy, harassment is defined as the abusive, unfair, or demeaning treatment of a person or group of persons that has the effect or purpose of unreasonably creating a hostile, intimidating, threatening, or humiliating environment. Clubs shall promote and maintain a harassment-free environment in the conduct of their activities. In executing this responsibility, club executive committee members shall practice due diligence in avoiding and preventing situations in which harassment may occur.

Club communications and publications shall be respectful of the rights and interests of all students, regardless of their race, colour, ancestry, place of origin, nationality, religion, family or marital status, physical or mental disability, age, sex, sexuality, gender, gender identity, or conviction for a criminal charge. Clubs shall refrain from the publication of literature that is untruthful or misleading; that perpetuates gender, cultural or racial bias; that interferes with safety and security of the campus community; that injures the public reputation of the Students' Union; or that demeans a person or group.

## **7. COMPLAINTS AGAINST A CLUB**

The Students' Union shall maintain a procedure for hearing and adjudicating complaints made by

a member of the campus community against a club or club members in relation to a club event or activity. Procedure 40.02-01 shall describe the process for receiving and adjudicating complaints.

## **8. CLUB DISCIPLINE**

### **8.1 Actions Giving Rise to Discipline**

Discipline of a club may occur following an investigation of a complaint about a club's conduct received as per Article 6 of this policy, or following an investigation initiated by the Committee or Board. If a club has been found in violation of this policy by the Committee, discipline shall be applied based on the severity and nature of the violation and shall include the following:

- a. An order in writing to cease the violation and to refrain from committing the same or similar violation again;
- b. Freezing of accounts, denial of funding, or withdrawal of unspent funds for the remainder of the year;
- c. Withdrawal of room or equipment booking privileges for the remainder of the year;
- d. Withdrawal of postering privileges for the remainder of the year;
- e. Withdrawal of club status for up to 18 months; or,
- f. Other such discipline within the scope of the forgoing.

### **8.2 Appeal of Discipline**

A disciplined club shall have the ability to appeal to the Board to have discipline reduced or eliminated. A club seeking to appeal shall send correspondence electronically or in hard copy to the Students' Union Chairperson outlining the nature of their appeal, and the reasons they believe the discipline was misapplied. The Board shall consider the appeal within thirty (30) days of its receipt, and respond to the appealing club within that period. The Board may ask club representatives to appear before a meeting of the Board to answer questions about their appeal prior to making a determination on the appeal.

## **9. MEMBERSHIP OUTREACH AND DEMOCRATIC PARTICIPATION**

### **9.1 Participation in Students' Union Structures**

Recognizing that the Students' Union is a democratic organization that relies on the participation of members to be effective, clubs shall be expected to take a leadership role in promoting participation in the Students' Union and demonstrating their affiliation with the Students' Union as follows:

- a. Every club shall participate in the Club Council by sending a representative to meetings of the Council.
- b. Every Club shall participate in the Students' Union's general meeting by sending at least one representative to participate in the meeting.

## **9.2 Membership Awareness and Online Outreach**

Clubs are an important part of campus life, and a central element of the Students' Union's work. To ensure that members are aware of clubs' relationship with the Students' Union and have access to club events, services and advocacy, the clubs shall undertake the following:

- a. All advertising and promotions for the club must include the DSU logo and the club's full name (DSU \_\_\_\_\_ club), and must be pre-approved by the DSU.
- b. All clubs shall maintain an account with the DSU App, which shall include, but not limited to, event postings and an up to-date description and executive profile.
- c. Any clubs that wish to create and maintain social media accounts for their clubs must include the clubs full name, ex: DSU History Club. The Students' Union is not responsible for maintaining any clubs' social media accounts, and the content of social media accounts created by clubs shall be the responsibility of the club executives and any administrator of a club's social media account as defined by the relative social media platform.
- d. All clubs shall be listed on the Students' Union website's club portal as outlined in Article 4.4 above.

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**Committee Responsibility:** Board of Directors

**Adopted:** January 2016

**Procedure:** -

**Last Amended:** August 2018

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## PREAMBLE

The Students' Union provides a variety of services and adopts policies to outline the rules defining how the service operates. Lockers are a service of the Students' Union facilitated by Douglas College's supply of lockers for students to rent. The rental charge covers the cost of administration of the service.

## STATEMENT

### **1. SERVICE RULES**

The following rules shall govern the operation of the locker service:

1. Lockers rental rates shall be ten dollars (\$10) per semester, twenty dollars (\$20) for two, or thirty dollars (\$30) for one full year (September to August).
2. Lockers are for students only.
3. At the time of locker rental, each student must present a valid student ID cards, and provide up-to-date contact information. If a students' contact information changes, it is the students' responsibility to notify the Students' Union of those changes.
4. Students are assigned a locker number/location, and must provide their own lock for use with their locker.
5. Students are permitted to share lockers provided that one student takes responsibility for the locker rental with the Students' Union, and all other details are worked out between the students themselves without the intervention of the Students' Union.
6. Locker rental periods begin on the first day of the semester for which the locker rental is purchased, or the date of purchase, whichever is later in the year. Locker rental periods end on the final day of exams of the semester in which a locker rental expires.
7. If a student wishes to renew their locker rental, they must do so before the expiry of their existing locker rental per article 6, above.
8. Students are notified of their expiring locker rental periods by such tactics as locker signs, texts/phone calls/email of locker deadlines. Notwithstanding the Students' Union's reminders to students of their locker expiry, it is each students' responsibility to track the expiry of their locker rental.

9. Abandoned items in locks where the locker rental has expired will be removed by the Students' Union and held until the first Friday of the semester following the expiry of the locker rental. The Students' Union will endeavor to contact those who have abandoned items in their lockers after the expiry of their locker rental. Notwithstanding the Students' Union's reminders to students of abandoned item, it is each students' responsibility to track the expiry of their locker rental and to collect abandoned items.
10. Abandoned items from expired lockers will be disposed of by the Students' Union following the first Friday of the semester following the expiry of the locker rental.
11. If a student places a lock on a locker not assigned to them, that lock will be cut following the posting of a notice on that locker for not less than three business days. In this circumstance, and where a lock is cut by the Students' Union, any items found in such a locker will be held for five business days. Items removed from such a locker and that are not retrieved by the owner following the expiry of the five business days will be disposed of by the Students' Union.
12. If a student with a duly assigned locker forgets their lock combination or loses their lock key, the Students' Union may cut the lock for the student, provided that the student provides sufficient identification to clearly provide they are the rightful locker renter.

## **2. DISCLAIMERS**

The following rules shall govern the operation of the locker service:

1. Lockers are not the property of the Students' Union, and belong to Douglas College. They can be moved or removed at the discretion of Douglas College.
2. The Students' Union and Douglas College are not responsible for lost or stolen items. Students use the lockers at their own risk.
3. Abandoned items may be disposed of in a manner determined by the Students' Union, and those items cease to be the property of the locker renter upon their abandonment per the terms of this policy.

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**Committee Responsibility:** Budget and Operations Committee    **Adopted:**    December 2017

**Procedure:**    -    **Last Amended:** July 2018

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## PREAMBLE

Throughout the 1980s and 1990s extended health and dental plans for students became commonplace at Canadian universities and colleges, and as a result of significant support from members, the Students' Union held a vote on such a plan in 2003. The referendum to adopt a mandatory health and dental group benefit plan was overwhelmingly supported and the service began September 2003.

## STATEMENT

### **1. HEALTH AND DENTAL PLAN PRINCIPLES**

**Value:** In seeking service providers to undertake provision of health and dental plan services at the Students' Union, the Students' Union will prioritize value for money, defined as maximizing the proportion of premium dollars allocated to paying claims and minimizing the proportion of premium dollars spent on administration and marketing, as central criteria for earning the Students' Union's business.

**Accessibility:** The Students' Union shall apply the group plan in such a way as to provide access to those students who are undertaking ongoing and sustained studies at Douglas College, and shall not apply the plan in such a way to limit participation based on arbitrary definitions of full- and part-time, as may be applied by the BC government of departments of the College.

**Affordability:** Effort shall be made to maximize plan benefits and keep cost inflation to a minimum. Every effort will be made to ensure that plan does not increase beyond the rate of inflation in any given year, and that cost increases are tied to bona fide price inflation across the medical/dental providers, or to demonstrable increases in benefits provided.

**Transparency:** Regulations shall be fairly applied to all those who seek to opt out or in, notwithstanding that individual situations may differ greatly and that exceptions may be made for compassionate reasons and in extra-ordinary circumstances. The Students' Union's service providers shall be required to act in a transparent manner in their dealings with individual members, and with the Students' Union.

**Democracy:** The Plan shall be overseen by Students' Union staff and directors, but is ultimately governed by the Board of the Students' Union. Changes to benefits and premiums shall be presented to the Board, whose approval is required for any change to proceed. Changes to the base fee paid by members must be approved by the membership through a referendum vote. Application of the group plan to programs or unique groups of students not currently covered by the

group plan shall require a vote of those members, which must demonstrate the support of the majority of the group to be included.

## **2. PLAN COVERAGE**

Notwithstanding that specific coverage terms and levels may change from year-to-year, the following shall outline basic minimum coverage provided by the Students' Union's plan to individual Group plan participants.

### **2.1 Health Component**

The health component shall consist of the following elements at not less than the standards expressed herein.

- **Prescription Drugs:** \$2,000 of drug coverage with a 20% co-pay; generic substitution applies unless directed by a physician.
- **Physical Paramedical Services:** Coverage for physiotherapist, speech pathologist, massage therapist, chiropractor, and podiatrist treatments at not less than 80% coverage up to \$300 per type of practitioner per year; 80% coverage to be calculated on reasonable and customary fees for the given paramedical service.
- **Mental Health Paramedical Services:** psychologist, social worker, and registered clinical counsellor at not less than 80% coverage up to \$450 per year; 80% coverage to be calculated based on reasonable and customary charges for a given service.
- **Dental Accident Costs:** coverage based on current General Practitioners fee guides; requires a pre-determination/estimate to be provided in advance.
- **Medical Equipment/Appliances:** coverage to include diabetic supplies, orthopedics (up to \$300 per benefit year), prosthesis, wheel chairs (and repairs), walkers, hospital beds, traction kits, braces, crutches, splints and trusses; all covered at 100% of reasonable and customary charges with reasonable exclusions for the given demographic.
- **Vision:** Not less than \$100 for one eye exam every 24 months, and not less than \$100 for glasses or contact lenses every 24 months.
- **Other/Additional:** Accident or sickness related tutorial costs (at least \$1,000 per year), ambulance costs (100% of reasonable and customary charges), and other such services that the Students' Union may be able to provide.

### **2.2 Travel Insurance Component**

The Plan shall provide travel insurance of not less than \$5 million per trip of 90-days in length.

### **2.3 Accidental Death and Dismemberment Insurance Component**

The Plan shall provide coverage for the loss of life or limb, and for paralysis caused by an accident, at not less than \$7,000 per coverage year.

### **2.4 Dental Component**

The dental component shall consist of the following elements at not less than the standards expressed herein. There shall be a cap of not less than \$600 per year on dental claims, and

each service herein is paid at 80% of the reasonable and customary charges for the said service.

- **Basic Services:** exams, bitewing x-rays, fluoride treatments and cleanings with a 12 month recall; complete/general/comprehensive oral exams and full mouth x-rays once per 36 months; basic restorations, fillings and inlays; extractions and surgical services.
- **Comprehensive Basic Services:** endodontic treatments (including standard root canal therapy), periodontal treatment (including scaling and/or root planning at 3 units per 12 months), Occlusal equilibrium (selective grinding of tooth surfaces for 2 time units each 12 months); standard denture services once every 3 years (including denture adjustments).

## **2.5 Limitations, Exclusions, and Definitions**

The Plan may include a series of limitations and exclusions that define the application of the standards listed in this section. Further, all benefits and terms subject to definitions applied by health and dental insurers.

## **3. PLAN APPLICATION AND ENROLMENT**

### **3.1 Group Plan (Mandatory)**

Based on the referendum held in 2003 and the subsequent negotiation with the College and service providers, the group Plan shall be applied to Students' Union members who are enrolled in certificate, diploma, undergraduate, and/or post-graduate study, with a course load of nine credits or more in either of the fall or winter semesters.

Additionally, to be enrolled in the Health and Dental Plan, members must:

- Reside in Canada;
- Be covered by the Medical Services Plan of BC or an equivalent program; and
- Be older than 17 years of age;

The Group Plan shall be applied to students beginning on the first day of the month in which their courses/program commence.

The Board of Directors may amend the application of the Health and Dental Plan provided that such changes are consistent with the criteria listed above. Expansion of the Health and Dental Plan to additional campuses and programs requires a referendum of members at those campuses or in those programs with a majority voting in support of the program expansion.

### **3.2 Optional Coverage**

The Students' Union shall facilitate a two-week period at the beginning of each of the fall and winter semesters for members to access optional coverage, and the coverage purchased shall begin on the first day of the semester in which it was purchased.

Optional coverage shall exist in two components: family add-ons, and individual optional coverage.



### 3.2.1 Individual Optional Coverage

The Students' Union shall provide the option to individual members not automatically covered by the Group Plan to purchase optional individual coverage. The individual plan shall be identical to the Group Plan in every way other than pricing. In order to qualify for participation, members seeking the optional individual coverage must:

- be enrolled in a Douglas College course or program of study with a course load of not less than three (3) credits (or equivalent) during the semester in which the member is applying for coverage;
- not have been automatically enrolled in the group plan via the Douglas College registration system;
- reside in Canada;
- be older than 17 years of age; and
- be covered by the Medical Services Plan of BC or an equivalent program;

The following rules shall apply to individual optional coverage:

- Full year optional individual coverage (September to August) shall be charged at a rate of 1.7 times the cost of the individual group plan;
- Partial year optional individual coverage (January to August) shall be charged at a rate of 1.5 times the full year charge.
- To qualify for partial year optional individual coverage, a member must be new to Douglas College as of the winter semester in which they apply for individual optional coverage (members who chose not to opt-in during a fall semester are not qualified to apply to opt-in during the subsequent winter semester).

### 3.2.2 Dependent/Family Optional Coverage Extensions

The Students' Union shall provide the option to individual members with individual coverage to add dependents/family member(s) to their plan. There shall be two options under this coverage: one that enables the add-on of an individual dependent or common law partner, and one that enables add-on of an entire family. The criteria and definition of dependents, family members and spouses shall be those used by the insurance carrier providing the coverage. The rates for this optional insurance shall be as follows:

- **Dependent Coverage:** the Students' Union shall provide an option for an individual participating in the group plan to add coverage for a dependent at a cost of 1.7 times the cost of the individual group rate;
- **Family Coverage:** the Students' Union shall provide an option for an individual participating in the group plan to add coverage for their family members at a cost of 2.7 times the cost of their individual rate.

Notwithstanding the above or any other provisions herein, dependent children covered may be covered by a dependent/family optional coverage until the age of twenty-one (21), after which age they may no longer be eligible for coverage the Students'

Union's optional coverage policies. Students may be asked to provide supporting documentation when applying for optional dependent/family coverage.

### **3.3 Enrolments and Blackout**

Students will be enrolled in the Plan on or about the 45<sup>th</sup> day following their first day of classes for their program. The period between the date of application of the plan and the date of enrolment shall be known as the blackout period. During the blackout period, students are covered by the Plan but pay-direct and other Plan services are not enabled due to ongoing enrolment, opt-out and opt-in processes.

### **3.4 Age Restriction**

Students seventy (70) years of age or older shall not be covered by the Students' Union's travel insurance nor accidental death and dismemberment insurance policies.

## **4. GROUP PLAN OPT-OUTS**

### **4.1 Eligibility to Opt Out**

Only those students with existing, equivalent extended health and dental plans are able to opt out of the Students' Union Health and Dental Plan. The BC Medical Services Plan (MSP) and other basic provincial health insurance does not qualify as an extended health and dental plan and therefore do not qualify as equivalent coverage. Emergency travel insurance, commonly sold to international students in place of MSP coverage, is not considered equivalent to the Students' Union's plan. Coverage provided to First Nations students holding "Status" shall be considered equivalent for the purposes of enabling opt-outs.

Notwithstanding the above and any other provisions herein, the Students' Union reserves the right to evaluate a student's current insurance based on the provisions and model of said coverage as compared to that provided by the Students' Union, deem it to be either equivalent or not equivalent.

### **4.2 Opting Out During the Opt-Out Period**

The Opt-Out Period is the prescribed period in which those automatically included in the Group Plan may decline plan coverage if they meet the eligibility criteria prescribed in Article 4.1 above. To opt out, a member accesses the prescribed opt-out website and enters the required personal data, along with their existing coverage details. The period provided for members to opt out shall begin upon the opening of registration for a given semester, and not close before the 20<sup>th</sup> day of the month in which that semester begins.

### **4.3 Assessment of Opt-Outs**

Before each opt-out can be accepted, the data submitted is reviewed to ensure that the information is complete and that an applicant's coverage qualifies as equivalent, or if the existing coverage is deemed as not meeting the standard of equivalency, the opt-out will not be accepted. In some cases, the Students' Union may require additional data, or written proof of equivalent coverage.

#### **4.4 Late Opt Out Regulations and Non-payment Penalties**

Members seeking to opt out of the Group Plan must do so in accordance with the deadlines established by the Students' Union per this policy. Those wishing to appeal their inclusion in the Group Plan, and/or the Students' Union's rejection of their request to opt out, may do by initiating and appeal within fourteen (14) days of the opt-out deadline per Article 6, Appeals. If a member appealing to opt-out past the deadline is found to have used their health and dental plan coverage to claim a benefit, their appeal is automatically rejected.

#### **4.5 Dual Coverage**

It is the choice of those eligible to opt out to either reject or retain the Students' Union's coverage. However, once a student has opted out, they may not re-enter the plan unless the coverage they quoted in opting out has been lost. Further, members remaining on the plan with existing extended coverage through an employer or family member must provide the details of their existing coverage to the Students' Union's insurance carrier in order to provide for an assessment of coverage priority.

#### **4.6 Opt-Out Reversal**

Those students who have opted out and subsequently lost their coverage are able to choose to re-enter the plan based on the following conditions:

- The loss of existing coverage was not intentional by the student.
- The application to re-enter the plan was made within 30 days of losing coverage.
- Proof of loss of coverage is provided.

In exceptional circumstances some students covered as additionally insured through a parent or spouse plan may lose coverage without appropriate notice due to separation, divorce or estrangement. Where possible and reasonable, additional allowance shall be provided to those students who can demonstrate that their ability to meet the opt-in rules was limited by a family or legal situation.

### **5. COMMUNICATION**

#### **5.1 Plan Information**

The Students' Union will engage in a variety of communication exercises to ensure that the student population is aware of the Plan and the associated regulations. Such communication shall include:

- Promotion of the plan and opt-out provisions in leaflets and pamphlets on Students' Union services and purpose;
- Promotion of the Plan as part of semester welcome events;
- Promotion of the Plan as part of the College's New Student Orientation and parents' orientation;
- Inclusion of plan information in promotional material distributed to students by the College's Registration/Cashier's offices;

- Detailed publication of Plan rules and regulations on the Students' Union's website.
- Banners and posters in each building on campus; and,
- Promotion of the Plan and Plan details in the Students' Union Handbook.

### **5.2 Notification of Application of Health and Dental Plan**

Prior to the opt-out and optional coverage purchase deadlines each semester, an email will be sent to all students through Douglas College stating:

- Basic information about the plan;
- The cost of the plan and deadline for payment;
- The necessary steps and qualifications to opt-out; and,
- The website address containing coverage and opt-in information.

### **5.3 Notification of Fees Outstanding**

The College, in accordance with their fee collection practices, shall provide notification of fees outstanding to each student who has been assessed, but has not paid, health and dental fees. The Students' Union authorizes the College to use whatever collection practices it employs for tuition and other fees in collection of outstanding health and dental plan fees.

### **5.4 Freedom of Information and Protection of Privacy**

The Students' Union is required to adhere to and respect legislation that governs the protection of privacy as well as uphold College policies on the collection, use and protection of student data. Accordingly, personal information relating to student accounts, health and dental plan enrolment and application, and claims shall remain confidential to approved parties; and the personal details of a student account shall remain confidential to the Students' Union, College and health and dental service providers.

### **5.5 Parents of Students**

Private information about student accounts will not be released to parents, nor will the Students' Union accept direction from parents regarding the health and dental benefits of their child.

## **6. APPEALS**

### **6.1 Criteria for Appeal**

A member may appeal:

- the criteria applied to the assessment of their equivalent coverage;
- the enrolment criteria applied to determine their participation or non-participation in the group plan;
- the correct application of this policy or another statute governing health and dental plan operations.

## **6.2 Appeal Process**

The appeal process will follow the process outlined below:

1. To file an appeal, a member completes a written form listing the basis for their appeal, and attaches any supporting documents they would like reviewed as part of the appeal. An appeal must be filed within fourteen (14) days of the decision being appealed, or applicable deadline.
2. Appeals will be reviewed by the Executive Director, who may approve, approve in part, or reject an appeal.

## **7. RENEWAL OF SERVICE AGREEMENT AND ESTABLISHMENT OF FEES**

The Students' Union Board of Directors shall annually review the ~~contract~~ performance of the service with the health and dental broker and carrier. The process of review shall include consideration of plan design, costs and pricing. Should the terms be deemed unfavorable by the Board of Directors, the Students' Union will work to source alternate quotes for broker, third party administration and/or carrier services as necessary per the existing contract provisions.

The maximum term for a health and dental service contract shall be thirty-six (36) months. The Students' Union shall seek quotes on its broker services not less than once each six (6) years.

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*END OF DOCUMENT*

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**Committee Responsibility:** Board of Directors**Adopted:** February 2016**Procedure:** -**Last Amended:** March 2018

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## PREAMBLE

To-date Douglas College does not have an independent ombudsperson service to assist students with appeals, conflicts and disputes on matters relating to student rights and fairness. As mandated by the Bylaws, the Students' Union will provide an ombudsperson service to assist members. The Students' Union will also advocate for the creation of an independent ombudsperson office at Douglas College.

## **1. PURPOSE STATEMENT**

The Ombudsperson shall provide confidential and informal assistance to members in, resolving appeals, conflicts and disputes and in addressing fairness issues at Douglas College.

## **2. SERVICES PROVIDED**

The Ombudsperson will provide the following informal assistance to members:

- Listen to student concerns and assess the situation presented;
- Answer questions or help find others who can;
- Provide information on college policies and procedures, as well as related student rights and responsibilities;
- Assist students in gathering information about their case;
- Discuss possible courses of action, including steps to resolve problems informally;
- Assist students in filing appeals;
- Assist students in preparing for conversations with supervisors, instructors or administrators, or for formal hearings;
- Participate in meetings between students and College officials as a witness; and,
- Refer students to service departments, or external agencies, for assistance and/or advice.

The Student Advocate will not:

- offer counseling; or
- act as a legal or other representative for students.

### 3. SERVICE USAGE AND ACCESS

This service shall be open to all current Students' Union members. When resources or circumstances allow, both former members and prospective students may also access the Ombudsperson.

### 4. OPERATING PRINCIPLES

The following operating principles shall be applied by the Ombudsperson service:

- **Confidentiality:** the Students' Union will maintain the confidentiality of information provided to the Ombudsperson unless directed otherwise by the student providing the information. This confidentiality enables students to discuss matters with the Ombudsperson and receive advice without taking action. Confidentiality will be deemed void if a student makes comments about doing harm to themselves or others, or if a student speaks to the Ombudsperson about a criminal act. The Ombudsperson is neither a lawyer nor medical professional, and there is no legal privilege attached to communications between students and the Ombudsperson.
- **Independence:** The Students' Union operates independently from Douglas College and is responsible to students who are Students' Union members. The Ombudsperson will act independently of Douglas College, and in executing their work, remain independent of any work undertaken by the Students' Union in providing general advocacy and representation of the student body to Douglas College.
- **Avoiding Conflicts of Interest:** The Ombudsperson will seek to avoid conflicts of interest between their work in the role of Ombudsperson and other duties they perform for the Students' Union, and with respect to their working relationships with members of the campus community. The Ombudsperson shall not represent a member in their dealings with the Students' Union.
- **Operations:** The Ombudsperson's work shall be delegated to a staff person of the Students' Union and be part of that staff person's job description.
- **No Duty to Assist:** The Ombudsperson shall review each request for assistance and shall, at their sole discretion, determine whether the Ombudsperson service shall be provided to the requesting student based on the merits of the case and the structures under which Douglas College processes student complaints and appeals. The Students' Union does not have a legal duty to represent a member regardless of their circumstances.
- **Zero Tolerance for Abusive Behavior:** The Students' Union has zero tolerance for abusive, harassing or bullying behavior and any student acting in such a manner with the Ombudsperson shall be immediately released from the service.

### 5. REPORTING

The Student Advocate will maintain records on assistance provided and annually produce a report on the service.

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END OF DOCUMENT