

**FINANCE
COMMITTEE**

Monday August 24, 2015

6.00pm

SUB 6-06

AGENDA (FC 2015-05)

- | | |
|-------------------|---|
| 2015-05/1 | <u>INTRODUCTION</u> |
| 2015-05/1a | Call to Order |
| 2015-05/1b | Approval of Agenda |
| 2015-05/1c | Approval of Minutes |
| 2015-05/1d | Chair's Business |
| | Fall Term Meetings |
| | DFU Preparation |
| 2015-05/2 | <u>QUESTION/DISCUSSION PERIOD</u> |
| 2015-05/2a | Registrar's Office Access Fund Presentation |
| 2015-05/2b | DG Standing Order Template |
| | Please see FC 15-05.01 |
| 2015-05/2c | DFUs in FC Standing Orders |
| 2015-05/3 | <u>COMMITTEE BUSINESS</u> |
| 2015-05/3a | The Landing Tenancy Agreement |
| | Please see FC 15-05.02 |
| 2015-05/3b | Access Fund Changes |
| | Please see FC 15-05.03 |

2015-05/4 **INFORMATION ITEMS**

2015-05/5 **ADJOURNMENT**

2015-05/5a **Next Meeting: TBD**

COMMITTEE

(Last Approved - DATE)

- 1) MANDATE
- 2) MEETINGS
- 3) MEMBERSHIP
- 4) PROCEDURE FOR ELECTING A CHAIR
- 5) CHAIR'S RESPONSIBILITIES & DUTIES
- 6) MEMBER RESPONSIBILITIES & DUTIES
- 7) PROXIES / GEUSTS
- 8) NON-MEMBERS
- 9) ADMINISTRATION
- 10) RECORDS
- 11) RULES OF ORDER
- 12) STRUCTURE OF SESSIONS
 - a. START-UP MEETING LOGISTICS
 - b. START-UP MEETING ORDER OF BUSINESS
 - c. LAST MEETING ADDITIONAL ORDERS OF BUSINESS
 - d. ADDITIONAL MEETINGS
- 13) ORDERS OF THE DAY
 - a. RIGHT OF SUBMISSION BY COMMITTEE MEMBERS
 - b. ORDER OF ORDERS OF THE DAY
 - c. DEADLINE FOR SUBMISSION
 - d. LATE ADDITIONS
 - e. DEADLINE FOR PUBLISHING
 - f. DEALINE EXEMPTION
 - g. SPECIAL ORDERS
 - h. CHAIR MADE SPECIAL ORDERS
 - i. COUNCIL MADE SPECIAL ORDERS
- 14) STANDING ORDERS
- 15) COMMITTEE RECORDS
 - a. "REPORT TO STUDENTS' COUNCIL"
 - b. REPORT TO BE CIRCULATED PRIOR TO SUBMISSION
 - c. APPROVAL OF "REPORT TO STUDENTS' COUNCIL"
 - d. MEMBERS MAY IDENTIFY ERRORS
 - e. CONTENT OF REPORT TO STUDENTS' COUNCIL
 - f. PUBLICATION
- 16) CONFIDENTIALITY
- 17) MISCELLANEOUS

TENANCY AGREEMENT

THIS AGREEMENT MADE THIS ____ DAY OF _____, 2015

BETWEEN

THE UNIVERSITY OF ALBERTA STUDENTS' UNION
(hereinafter referred to as "the Students' Union" or "the Landlord")

OF THE FIRST PART

and

THE LANDING SOCIETY FOR GENDER AND SEXUAL DIVERSITY
(hereinafter referred to as "the Landing" or "the Tenant")

OF THE SECOND PART

The Tenant has agreed to lease land provided by the Landlord on the terms and conditions that follow. The Students' Union and the Landing agree with each other as follows:

1. TERM

The term of this Agreement shall be effective from September 1, 2015 until August 31, 2018, or until terminated in accordance with the provision of this Agreement.

2. OBLIGATIONS OF THE LANDLORD

The Students' Union agrees to the following:

a. To provide to the Landing space equal to or greater than the presently occupied Rooms 0-68A, 0-68C, and 0-68E (a total value of 25m²) in the Students' Union Building (the "Leased Premises"), at a total cost to the Landing of \$0 per annum. This space shall be considered in-kind support from the Students' Union to the Landing, with the value of the space determined to be \$2,500 per annum. The Landing shall be assessed a rental fee for the space beginning in September 2018, once a new Agreement has been reached.

b. To provide utilities and custodial services to the Landing, at a total cost to the Landing of \$3,000 per annum. This sum is to be paid via a monthly payment of \$250, to be paid on or before the last day of each month. These rates are subject to change at any time, provided six months notice is granted, and will only be based upon changes to custodial and utilities costs.

c. To conduct reasonable payroll functions for employees free of charge, including but not limited to the preparation of direct deposit pay, remittance of required deductions to the Receiver General and preparation of T4 and ROE documents. The Landing reserves the option to receive these services from a source other than the Students' Union.

d. To collect, on behalf of the Landing, Students' Union fees as per the 2015 referendum, and to forward said fees to the Landing if those conditions established by the Students' Union in the Students' Union Bylaws are met.

e. To grant to the Landing a non-exclusive licence to use the common areas of the building for all reasonable purposes directly related to its mission or objectives and with the prior approval of the Students' Union, acting reasonably, where "common areas" shall mean all lands, improvements, facilities, utilities, installations, and equipment forming part of the building, other than those parts designated by the Students' Union for

leasing to tenants of the building and shall include (but not be limited to) washrooms, stairwells, and loading docks.

f. To charge the Landing according to internal pricing rates on use of the Students' Union's resources. These may include (but are not limited to) repairs and maintenance, technical support, use of the Students' Union van, marketing, advertising and promotion, printing and duplication services, and office supplies. For resources that do not have an internal pricing rate, the Students' Union shall determine a fair rate to charge.

g. To provide its accounting system to the Landing free of charge, and distribute cheques to the Landing's creditors with written permission of the Landing's Board of Directors. The Landing reserves the option to receive these services from a source other than the Students' Union.

h. To release all marketing and design materials, projects, and files related to the Landing's operations to the Landing, and waive intellectual property and claims to future revenue from use of said materials.

i. To provide, free of charge, the use of any Students' Union owned furniture, appliances, and office equipment located on the premises as described in 2(a). The Landing is also entitled to the use of other furniture at the discretion of the Vice President Operations and Finance or the Senior Manager Facilities and Operations of the Students' Union.

j. To provide, free of charge, the Landing with web space on the Students' Union website. The Landing reserves the option to receive these services from a source other than the Students' Union.

k. Quiet enjoyment of the leased premises by the Landing.

3. **OBLIGATIONS OF THE TENANT**

The Landing agrees to the following:

a. Not to reassign the spaces specified in 2(a) without the express written consent of the Students' Union, such consent not to be unreasonably withheld.

b. Not to substantially renovate or physically change the space provided without consent of the Students' Union Vice President Operations and Finance, such consent not to be unreasonably withheld.

c. To be responsible for all property insurance for capital assets and furniture located in the Leased Premises, in the event of theft, fire, and vandalism.

d. To carry liability insurance in an amount not less than \$1,000,000 which will include legal fees. The premium and retention will be paid for in full by the Landing with proof of coverage confirmed by a certificate of insurance that includes the Students' Union as an additional insured. The policy will be endorsed to provide that 30 days prior written notice of cancellation or material change of the policy will be mailed to the Students' Union. The insurance coverage will be in place within 30 days of this contract being signed with proof of coverage provided to the Human Resources Manager of the Students' Union. Proof of coverage must also be provided to the Human Resources Manager of the Students' Union upon annual renewal of the insurance.

e. To use the leased premises solely for the purpose of providing a student space offering support for gender and sexual diversity and other necessarily related activities that further the objectives of the Landing, provided that such use shall accord with Students' Union

and University of Alberta operational policies relating to use of similar premises under the Landing's mandate.

f. If use of the facility is required when the building is closed, the Landing may be permitted access with written permission of the Vice President Operations & Finance or the Senior Manager Facilities & Operations. During these hours all building doors are to remain locked at all times.

g. To not alter the Leased Premises or remove fixtures upon termination of the Agreement unless the Students' Union has first consented, such consent not to be unreasonably withheld.

h. To follow all relevant operating policies of the Students' Union unless otherwise specified in the Agreement. In the event of a change in Operating Policy, the Students' Union will notify the Landing in writing.

4. OTHER OBLIGATIONS

Notwithstanding the articles contained herein, the following is understood by both parties:

a. This Agreement and all terms and conditions herein are subject to approval by the Students' Council Finance Committee.

b. Subject to Article 2, all rental and lease rates are subject to change provided that the Students' Union provides six months notice.

c. Where a dispute arises between the Students' Union and the Landing under the terms of this Agreement and the dispute cannot be settled by Agreement between the two parties, such dispute shall then be settled by arbitration by a single arbitrator, if the parties can agree to one, or by three arbitrators (one appointed by the Landing, one by the Students' Union, and one by the University of Alberta) if a single arbitrator cannot be agreed upon. Otherwise, such proceedings shall be subject to the provisions of the Arbitration Act of Alberta (Chapter A-43, 2014) and amendments thereto, or such other Act or procedure as may have been substituted, the cost of which is to be borne equally to both parties.

5. TERMINATION

a. The term of this lease and the licence herein granted will expire on August 31, 2018, upon which time it may be reviewed with an option to renew the lease based on similar terms and conditions.

b. In the event the Students' Union decides to not renew the Agreement, they reserve the option to terminate the lease on December 31, 2018, and shall not be liable for any financial loss incurred by the Landing as a result of such termination.

c. Contravention of any of the "Default and Termination" conditions outlined in Schedule A by Landing may result in termination of this Agreement by the Students' Union. In this circumstance the Landing shall receive written notice of termination at least 30 days prior to the termination coming into effect.

d. The Landing may terminate this Agreement, with the exception of clause 3(g), at any time and for any reason provided it gives three months written notice.

6. **GENERAL**

This Agreement may not be amended or modified in any respect unless the mutual written consent of both parties is given.

The provisions contained in this Agreement constitute the entire agreement between the Landlord and the Tenant and supersede all previous communications, representations, and agreements, whether verbal or written, between all parties with respect to the subject matter hereof.

This Agreement shall be signed in accordance with the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have affixed their respective seals by the hand of their duly authorized officers this _____ day of _____, 2015, in the city of Edmonton, in the province of Alberta, on recognized Treaty 6 Territory in the country of Canada.

For the Students' Union

For The Landing

Navneet Khinda
President

Laura Collison
Board of Directors Chair

Marc Dumouchel
Witness

Parker Leflar
Witness

Schedule 'A'

DEFAULT AND TERMINATION

The tenancy granted by this lease is expressly subject to the condition that if:

- c) the Tenant fails to pay the rent or other charges required to be paid by the Tenant hereunder although no formal demand shall have been made therefore; or
- d) the Tenant fails to observe, perform or keep any one or more of the covenants, provisions or stipulations to be observed, performed or kept by the Tenant hereunder and if such failure continues for a period of TEN (10) DAYS after notice to the Tenant of such failure,

then, in either or both of such events, the Landlord may re-enter the Demised Premises, and upon such re-entry this Agreement shall thenceforth be terminated and of no further force or effect, and no payment or acceptance of rent subsequent to the events of default hereinbefore in this clause cited shall give the Tenant the right to continued occupancy of the Demised Premises, or in any way affect the rights of the Landlord herein, or have the effect of reinstating this Lease.

The Tenant covenants with the Landlord, and it is a condition of this Lease that:

- (i) If the term hereby granted or any of the goods or chattels on the Demised Premises are at any time repossessed, seized, or taken in execution or attachment by any creditor of the Tenant, whether under bill of sale, chattel mortgage, debenture, conditional sales contract, lien, note, lease of personal property, or consignment contract; or
- (ii) If a writ of execution or replevin order issues against the goods or chattels of the Tenant; or
- (iii) If the Tenant makes any assignment for the benefit of creditors, or becoming bankrupt or insolvent takes the benefit of, or becomes subject to, any statutes that may be in force relating to bankrupt or insolvent debtors; or
- (iv) If the Demised Premises at any time during the lease term becomes vacant in consequence of the abandonment by the Tenant, or the removal of the Tenant by legal process for non-payment of rent, breach of covenant or any other cause; or
- (v) If the Tenant does not, within TEN (10) DAYS after notice in writing from the landlord, rectify or correct any non-observance or non-performance of all and every of the covenants, provisions, stipulations, and conditions contained in this Lease; or
- (vi) If any insurance policy insuring the said building of the Landlord or Tenants of the said building is cancelled or refused to be renewed by reason of the use and occupation of the Demised Premises, the Tenant shall immediately cease operations and shall be allowed up to 60 days to rectify the problem and open for business as required by this Lease; or
- (vii) If the Tenant fails to move into or take possession of the Demised Premises and open for business as required by this Lease; or
- (viii) If at any time during the term hereof, the Tenant or any other person removes or attempt to remove, without the consent in writing of the Landlord, any goods or chattels belonging to the Landlord from the Demised Premises, save and except in the ordinary course of the Tenant's business, or in the course of replacement or renovations; or
- (ix) If the Demised Premises is used by any other person or for any other purpose than as herein provided without the written consent of the Landlord, such consent not to be unreasonably withheld,

then and in every such event the Landlord shall be entitled to forthwith re-enter the Demised Premises, and upon such re-entry this Lease shall thenceforth be terminated, and be of no further force and effect, and no payment or acceptance of rent subsequent to the event of default hereinbefore in this clause cited shall give the Tenant the right to continue occupancy of the Demised Premises, or in anyway affect the rights of the Landlord herein, or have the effect of reinstating this Lease.

SURRENDER OF PREMISES ON TERMINATION

Upon the expiration of the Lease or the sooner termination of the term hereby granted, the Tenant covenants to immediately surrender and yield up possession of the Demised Premises in good repair, reasonable wear and tear only expected. The Tenant shall surrender all keys at the place then fixed for payment of rent and shall inform the Landlord of all combinations of locks, safes and vaults, if any, in the Demised Premises. The Tenant shall remove its trade fixtures and the Tenant shall repair any damage to the Demised Premises caused by the Tenant.

LANDLORD'S RIGHTS ON RE-ENTRY

The Tenant agrees that in the event the Landlord shall be entitled to re-enter and retake possession of the Demised Premises, it may use reasonable force for gaining admittance to the Demised Premises, without being liable in respect thereof or for any loss or damage occasioned thereby. The Tenant hereby expressly releases the Landlord from all actions, proceedings, claims and demands whatsoever for or in respect of any such forcible entry, or loss or damage that may be sustained by the Tenant in respect therewith, provided that such forcible entry is limited to such extent that is necessary for the Landlord to take possession of the Demised Premises and is reasonable in the circumstances.

LANDLORD'S RIGHTS ON TERMINATION

Upon the premature termination of this Lease in accordance with this Agreement:

- (i) The Landlord may re-let the Demised Premises or any part thereof;
- (ii) The Tenant shall pay to the Landlord on demand such reasonable expenses as the Landlord may incur in re-letting the Demised Premises, including legal costs, legal fees and real estate fees and commissions, and expenses of keeping the Demised Premises in good order, and of preparing the Demised Premises for re-letting;
- (iii) All rent up to and including the effective date of termination shall immediately become due; and
- (iv) The Landlord may, at its option, and in addition to any other remedies it may have hereunder, require the Tenant to pay to the Landlord as liquidated damages for default of the Tenant in the observance and performance of its covenants under this Lease, all rent and other payments reserved to be paid and remaining unpaid by the Tenant under this Lease two months from the date of termination.

LEGAL COSTS

The Tenant agrees to pay to the Landlord as additional rent all legal costs, and legal fees, on a solicitor-client basis lawfully incurred in obtaining possession of the Demised Premises upon the expiration or earlier termination of this Lease or in enforcing any covenant or agreement of the Tenant herein contained.

CUMULATIVE REMEDIES

No reference to or exercise of any specific right or remedy by either party shall prejudice or preclude such party from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, any one or more of such remedies may be exercised independently or in combination. Without limiting the generality of the foregoing, the Landlord shall be entitled to commence and maintain an action against the Tenant to collect any rent not paid when due, without exercising the option to terminate this Lease.

NON-WAIVER

Any condonement, excusing or overlooking by a Party (the "Waiving Party") of any default, breach or non-observance by the other Party at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Waiving Party's rights hereunder in respect of any subsequent default, breach or non-observance nor as to defeat or affect in any way the rights of either party.

Access Fund Proposed Changes for 2015/2016

Proposed Change	Current State	Rationale for Change	Cost
<p>1. Bursary assessments rounded to the nearest \$100 increment</p>	<p>Bursary amounts are provided down to the dollar assessed. E.g. if a student is assessed at needing \$2,117, they would receive \$1,058 from the Access Fund and \$1,059 from the SB funding.</p>	<p>Students currently do not understand fully the assessment calculations and providing them with odd amounts causes confusion and inquiries. Rounding the value also creates greater legitimacy for the program.</p>	<p>Based on to date offers of Access Fund bursary, the cost to increase these would be an additional \$5,300 (noting that the \$100 increment would continue to be cost-shared with the remaining Supplementary Bursary funding).</p>
<p>2. Increase moderate standard of living minimums to \$1,400 per month</p>	<p>The monthly moderate standard of living (which is comprised of rent/mortgage, utilities/phone/cable, food, clothing, transportation and miscellaneous expenses) has a current maximum of \$1,200 per month. Reassessment of these costs has not been done in the last 7 years.</p>	<p>In addition to the note that the standard of living has not been re-evaluated in 7 years, the overwhelming majority of our applicants in that living category report a higher total than the current \$1,200/month. Based on CMHC's Fall 2014 report we recommend adjusting the monthly rental allowance by \$200 per month.</p>	<p>Based on the 2014/2015 Access Fund Bursary distribution and applicant pool it is anticipated that an increase to the monthly moderate standard of living of \$200 per month would result in an increase of \$202,000 (this value includes the recommendation of applying bursaries at a \$100 increment).</p>
<p>3. Increase in Lifetime Maximum to \$9,000</p>	<p>The Access Fund lifetime maximum currently is limited to \$6,000 per student</p>	<p>In 1995 \$6,000 maximum accounted for approximately 48% of tuition costs for a four year program (based on the Sample Fee Assessment for costs in the 1997/1998 Calendar). However with increases in tuition costs, the Access Fund Bursary lifetime maximum now only accounts for less than 22% of annual tuition (based on the Sample Fee Assessment in the 2015/2016 Calendar).</p>	<p>It is very difficult to predict the increase in cost to the Access Fund Bursary, however given the bursary program focuses on students in Y2 or greater, the probability of students receiving the bursary in all four years of an undergraduate degree program are rare. As such with the annual maximum being \$3,000, a lifetime maximum of \$9,000 is recommended.</p>