

University of Alberta Students' Union

STUDENTS' COUNCIL LATE ADDITIONS

Tuesday July 26, 2005
Council Chambers 2-1 University Hall

2005-07/7

REPORTS

2005-07/7e

Justin Kehoe, Vice President (Student Life)

Please see document LA 05-07.01

2005-07/9

BOARD AND COMMITTEE REPORTS

2005-07/9d

Council Administration Committee – July 10, 2005

Please see document LA 05-07.02

2005-07/9g

University Policy Committee – July 14, 2005

Please see document LA 05-07.03

2005-07/11

INFORMATION ITEMS

2005-07/11c

KEHOE/TOBIAS MOVED THAT Students' Council adopt the operating agreement between the Campus Food Bank and the Students' Union.

Please see document LA 05-07.04

Justin Kehoe, Vice President (Student Life)
Report to Students' Council
July 26, 2005

Submitted: July 26, 2005

Good Evening Council,

At our last **WOW** Planning Committee meeting, the AUFSJ President was in attendance. We will be working with our satellite campuses to determine how **WOW** can best serve them. AVPSL Peter Haggard is meeting with **WOW** Coordinators and helping to finalize plans. We aim to have the **WOW** schedule, poster content and design finalized by the end of this week.

After progress on the **Revolutionary Speakers Series** halted due to budgetary concerns, we have clarified the issues and are back on track. Along with Vice President Power, the Operations Manager—Venues, and the Manager of Marketing and Communications, we have initiated the planning process, including specifics for this year and a vision for the future.

The **Campus Food Bank** Board of Directors was unable to achieve quorum at its most recent meeting, but we discussed and tentatively set our goals for the next few years. Plans are currently in the works to increase the Board's membership, and the search for a new home is ongoing.

The Lister Hall Students' Association requested our aid regarding their **RezFest** event. They have had difficulties acquiring sufficient insurance in order to gain the University's permission to hold the event. We are seeking a solution favourable to all parties.

I have also covered proposed improvements to the structure of **Student Groups** with the Director, worked on **bar programming** initiatives, investigated **WOW sponsorship**, and performed **vegetable maintenance** in the ECOS Garden.

The first person who can tell me details of the show at the Powerplant this Thursday will win a prize from the Office of the Vice President (Student Life).

Upcoming:

- July 27: WOW/Orientation meeting
SLAC, WOWPC, & PC meetings
- July 28: WOW Content deadline
Service Directors lunch
Showcase at Powerplant
- July 29: CFB Board of Directors meeting
CAC?
- August 2: Alcohol Policy Review Committee
- August 4: Workplace Health Promotions Advisory Committee
- August 8: Senate event meeting

The Students' Union, The University of Alberta
Council Administration Committee

10 July 2005 @ 14:00 – SUB 4-20

Votes and Proceedings (CAC 2005-06)

1. Call to Order @ 2:26PM

PRESENT: Rachel WOYNOROWSKI (CRO), Gregory HARLOW (Speaker), Councilor PANDYA, Councilor APEROCHO, Councilor BERGHOFF, Justin KEHOE (Vice-President Student Life, 4:03PM)

2. Approval of the Orders of the Day

BERGHOFF/APEROCHO moved to approve the orders of the day.

APPROVED

3. Approval of last meeting's minutes:

- a. Minutes from June 26th, 2005

APERROCHO/BERGHOFF moved to approve the minutes as amended.

APPROVED

4. Meeting Day

APERROCHO/BERGHOFF moved to strike the existing meeting schedule and replace with the following schedule:

Friday, July 29th, 2005 @ 5PM
Friday, August 5th, 2005 @ 5PM
Friday, August 12th, 2005 @ 5PM
Friday, August 26th, 2005 @ 5PM

APPROVED

5. CAC Standing Orders

PANDYA/APEROCHO moved that the proposed CAC standing orders be approved:

Publication of Minutes

- (1) a. Minutes are to be published online and in the Council Agenda following each meeting of the Council Administration Committee.
b. Minutes are to consist of:
 - i. The Votes and Proceedings
 - ii. A report from the Chair

Committee Goals

- (2) CAC is to compile a list of its goals to guide its business by the third meeting of the year.

CRO Selection Process

- (3) The CRO Selection Subcommittee, whose membership will consist of three of the permanent members of CAC, will oversee the CRO selection process.

APPROVED

6. Elections Reform

BERGHOFF/APEROCHO moved that Students' Council, based on the recommendations of the Council Administration Committee, adopt the following principles:

- (1) Referenda will occur in conjunction with Councilor Elections
- (2) Councilor Elections will precede the General Elections
- (3) Candidate's budgets will be increased for the Councilor Elections

APPROVED

7. Council Business

a. Bill #1 – Recall

Principles

1. That any member of Students' Council may be recalled by a petition to that effect bearing the names and student identification numbers of a majority of the students eligible to vote for that member's position.
2. That any member of Students' Council can be compelled to contest his or her seat in a by-election by a motion to this effect carried by a two thirds majority vote of Students' Council at three consecutive meetings of Students' Council.
3. That the Students' Union will recommend that any Undergraduate Board of Governors representative who is removed from Students' Council also be removed from the Board of Governors.
4. That the Students' Union will recommend that any person removed from the position of President also be removed from the Board of Governors.

DEFEATED

8. Adjournment

KEHOE/PANDYA moved to adjourn at 6:03PM

APPROVED

The Students' Union, The University of Alberta
University Policy Committee

14 July 2005 @ 21:00 - SUB 430

Chair's Report to Students' Council (UPC 2005-04)

Present: Catrin Berghoff(Chair), Matt Johnson, Suneil Khanna, Cameron Lewis, Shawna Pandya

At the beginning of this meeting, the VPA and the chair gave UPC a brief report about their meeting earlier that morning with Marg Wilson from University teaching services about USRIs and more generally, instructor ratings. Teaching portfolios were discussed, and the VPA received some documents about the existings USRIs, as he decided to take over the research necessary. Then, UPC decided to talk about a general strategy for the remainder of the year. Instead of dabbling in small-scale pet projects, we decided to follow a semi-structured approach by looking at the GFC policy manual's main headings-of which there are 126, I believe, some more relevant to student than others-and let each member of UPC spearhead the review of one of these numbered sections. At a minimum, the goal of UPC this year is to produce one well-researched policy per member by the end of this term. Each member of UPC was instructed to let me know their choice of policy heading in time for this report and also the goals of committee report that UPC was supposed to have for today's council meeting; however, I have not received a single commitment to this date and therefore can't tell council what exactly we will be working on.

Catrin Berghoff

TERMS OF AGREEMENT

Operating Agreement

Between the University of Alberta Students' Union ("Students' Union" or the "Landlord" and

the University of Alberta Campus Food Bank ("CFB" or the "Tenant")

The parties agree to provide the following:

1. The Students' Union agrees to the following:

- a) To provide to CFB five hundred sixty four (564) square feet of space presently as Rooms 040J, 040K and 030L in the Students' Union Building (the "Leased Premises"), at a total cost to CFB of \$1200 per annum, including utilities and custodial services. This sum is to be paid via a monthly payment of \$100 to be paid by the last day of each month. Rental rates are subject to change at any time, provided six months notice is granted, and will be based upon changes to custodial and utilities costs.
- b) To conduct reasonable payroll functions for up to three (3) CFB 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. CFB retains the right to receive these services from a source other than the Students' Union.
- c) To grant to CFB a non-exclusive license 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.
- d) To pay to CFB the donated sum of \$19,700 per annum, provided the conditions established by the Students' Union in the Students' Union's Bylaws are met. The grant is to be paid via a quarterly payment of \$4,925 on the last day of March, June, September and December.
- e) To pay to CFB an additional payment \$1,500, within seven (7) working days of the execution of this agreement, to serve as a 'start-up grant'.
- f) To charge CFB according to internal pricing rates on use of SU resources, namely; repairs and maintenance, marketing, advertising and promotion, printing and duplication and office supplies.

- g) To continue to provide, according to internal pricing rates, the use of the SU van for the purpose of food pick up.
- h) To provide, free of charge, the use of any SU owned furniture, appliances and office equipment located on the premises as described in 1a). The CFB is also be entitled to the use of other furniture at the discretion of the Senior Manager (Facilities and Operations).
- i) To continue to provide, free of charge, CFB with web space on the SU website.
- j) Quiet enjoyment of the leased premises by CFB.

2. CFB agrees to the following;

- a) 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.
- b) 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 CFB with proof of coverage confirmed by a certificate of insurance. 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 University of Alberta Students' Union. The insurance coverage will be in place within 30 days of this contract being signed with proof of coverage provided to the Personnel Manager of the Students' Union. Proof of coverage must also be provided to the Personnel Manager of the Students' Union upon annual renewal of the insurance.
- c) To use the leased premises solely for the purpose of providing a food bank for members of the University community and other necessarily related activities, to otherwise further the objectives of CFB, provided that such use shall accord with SU and U of A operational policies relating to use of similar premises.
- d) To keep the Leased Premises in a neat and orderly manner.
- e) To limit the number of individuals associated with CFB to five (5) people during hours when the building is closed, unless prior written permission is obtained from the Students' Union Vice President (Operations and Finance). During these hours all building doors are to remain locked at all times.
- k) 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.
- l) 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 CFB in writing.

3. Notwithstanding the articles contained herein, the following is understood by both parties;

- a) The term of the lease and the license herein granted will be from May 1, 2005 until April 30, 2010, upon which time it will be reviewed with an option to renew the lease based on similar terms and conditions. In the event that Students' Council decides to not continue

paying the fee referred to in 1d), the Students' Union reserves the right to terminate the lease on April 30th of the following fiscal year in which the vote is held, and shall not be liable for any financial loss incurred by CFB as a result of such termination.

- b) Contravention of any of the "Default and Termination" conditions outlined in Schedule 'A' by CFB may result in the termination of this agreement by the Students' Union. In this circumstance CFB shall receive written notice of termination at least 30 days prior to the termination coming into effect.
- c) CFB may terminate this agreement at any time and for any reason provided it gives six months written notice.
- d) Any article herein or portion thereof may be amended with the mutual written consent of both parties.
- e) This agreement and all terms and conditions herein are subject to approval by Students' Council.
- f) Subject to subparagraph 1.a), 1.b) 1.f) 1.g) 1.h) and 1.i) above, all rental and lease rates are subject to change provided that the Students' Union provides six months notice.
- g) Where a dispute arises between the Students' Union and CFB under the terms of this Agreement and this dispute cannot be settled by agreement between the two above mentioned parties, then such dispute shall be settled by arbitration by a single arbitrator, if the parties can agree on one, or by three arbitrators (one appointed by CFB, one by the Students' Union, and one by the University of Alberta) if a single arbitrator can not be agreed upon. Otherwise, such proceedings shall be subject to the provisions of the Arbitration Act of the Province of Alberta and amendments thereto, or such other Act or procedure as may have been substituted, the cost of which is to be borne equally by both parties.

For the Students' Union

For CFB

Vice President
(Operations and Finance)

Chairperson
(Board of Directors)

Witness

Witness

Signed this _____ day of _____ 2005

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 Leased 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 Leased 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 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
- (ii) If the Leased 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
- (iii)
- (iv) 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 Leased 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
- (v) If the Tenant fails to move into or take possession of the Leased Premises and open for business as required by this Lease; or
- (vi) If at any time during the term hereof, the Tenant or any other person removes or attempts to remove, without the consent in writing of the Landlord, any goods or chattels belonging to the Landlord from the Leased Premises, save and except in the ordinary course of the Tenant's business, or in the course of replacement or renovations; or
- (vii) If the Leased 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 Leased 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 Leased 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 Leased 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 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 Leased Premises, it may use reasonable force for gaining admittance to the Leased 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 Leased Premises and is reasonable in the circumstances.

LANDLORD'S RIGHTS ON TERMINATION

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

- j) The Landlord may re-let the Demised Premises or any part thereof;
- k) 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;
- l) All rent up to and including the effective date of termination shall immediately become due; and
- m) 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.

Be it resolved that Council strike an Election and Visibility Review with the purpose of increasing awareness and participation in SU elections. This ad hoc committee will be named the Election and Visibility Review Committee (EAVRC).

EAVRC will:

1. Explore and review present Council presence and involvement on campus (outreach).
2. Review eight student association election methods and possible alternative methods.
3. Review the FARCE recommendations 01/02.
4. Report to Council with a review of the 05/06 elections by April 4, 2006.

EAVRC must address the following issues and present recommendations to Council during the meeting of April 4, 2006:

1. The role of Councilors in promoting and increasing awareness of Council and its activities.
2. Timeline of elections (reviewing dates and nomination periods).
3. Encouraging undergraduates to participate as candidates and voters by establishing a structured timeline for outreach.
4. A review of the election process for Executive members.
5. The role of SU employees on Council and their involvement in elections.
6. Referendum timing and process.
7. Examine the procedure and practice of advertising for Council elections.
8. The lack of logistical infrastructure and support for banners, tables and forums for Council elections.

Membership

Voting Members

5 Councilors

1 Executive member

Non-voting members

The Speaker

Past CROs (from the last 4 years)

Present CRO

Election Consultant

Budget

Allocate adequate funds for a consultant to be hired with additional resources for research and general administrative requirements.