

STUDENTS' COUNCIL

Tuesday, July 24, 2007
Council Chambers 2-1 University Hall

ORDER PAPER (SC 2007-07)

2007-07/1 SPEAKER'S BUSINESS

2007-07/1a Announcements – The next meeting of Students' Council will take place on Tuesday, August 7, 2007.

2007-07/2 PRESENTATIONS

2007-07/2a CAUS Presentation- presented by Duncan Wojtaszek. Sponsored by Steven Dollansky.

2007-07/2b DFU Student Legal Services Presentation- presented by James Koizumi and Sarah Dargatz. Sponsored by Michael Janz.

2007-07/2c Council Outreach Presentation- presented by Prem Eruvbetine. Sponsored by Prem Eruvbetine.

2007-07/3 EXECUTIVE COMMITTEE REPORT

2007-07/3a Executive Committee- July 9 & July 11, 2007

Please see document SC 07-07.01

2007-07/4 QUESTION PERIOD

2007-07/5 BOARD AND COMMITTEE REPORTS

2007-07/5a Grant Allocation Committee- Report

Please see document SC 07-07.02

2007-07/5b University Policy Committee- Report

Please see document SC 07-07.03

2007-07/5c Council Administration Committee- Report

Please see document SC 07-07.04

2007-07/6**GENERAL ORDERS****2007-07/6a****DOLLANSKY MOVES THAT** Students' Council ratify the SU Transit Agreement

Please see document SC 07-07.05

2007-07/6b**DOLLANSKY MOVES TO** rescind the "Affordable Universal Transit Pass" political policy

Please see document SC 07-07.06

2007-07/6c**DOLLANSKY MOVES TO** adopt a political policy-"Public Transit" based on the following principles:

The University of Alberta Students' Union advocate that the regional municipalities and transit services carefully monitor service demand arising from U-pass implementation, consider input from stakeholders and commit all resources necessary to maintain reliable, safe and timely service.

The University of Alberta Students' Union advocate for the retention of a post-secondary bus pass as a more affordable option than a regular adult pass for spring and summer students.

The University of Alberta Students' Union negotiate a new, long-term U-pass contract to be implemented in September 2011 at a rate consistent with the 2007 referendum pricing scheme.

The University of Alberta Students' Union advocate that the regional municipalities and transit services expand their current service systems, prioritizing LRT/BRT expansion and implementation of Smartcard technology, to better meet the needs of the University of Alberta students.

2007-07/6d**JANZ/CHAN MOVED TO** repeal council remuneration effective Sept 1st 2007.**2007-07/7****INFORMATION ITEMS****2007-07/7a**

Year-end Reports- Operating Policy

Please see document SC 07-07.07

2007-07/7b

Chris Le, VP Student Life-Report

Please see document SC 07-07.08

2007-07/7c

Steven Dollansky, VP External-Report

Please see document SC 07-07.09

2007-07/7d

Votes and Proceedings- July 10,2007

Please see document SC 07-07.10

Executive Committee Report to Students' Council July 24, 2007

- 1. The following motion was passed at the July 9, 2007, 2007 Executive Committee meeting:**
 - a. GAMBLE/SAMUEL MOVED THAT the Executive Committee approve Operating Policy 9.29 relating to Year-end Reports.
VOTE ON MOTION 4/0/0 CARRIED

- 2. There were no motions passed at the July 11, 2007 Executive Committee meeting:**

University of Alberta Students' Union
Report to Students' Council

year-month-day

Grant Allocation Committee

Hello Council:

Just a quick meeting on Tuesday the 11th, this included granting authority to the student groups director to hand out grants for the proceeding fall and winter terms from the student groups budget. Meeting was quick, to the point. Janelle the student groups director answered any questions and we shortly adjourned there afterwards. Hope all is well with you reading this report.

Yours Truly,

Ryan Payne

University of Alberta Students' Union
Report to Students' Council

2007-07-24

University Policy Committee

Hello Council:

At our last meeting, UPC heard from VPSL Chris Le and also briefly touched on Committee goals. It was a very short meeting.

Cheers.

Prem Eruvbetine

University of Alberta Students' Union
Report to Students' Council

2007-07-10

Council Administration Committee

Hello Council:

At our last meeting, we had an in-depth discussion of Councillor Remuneration. There were a lot of concerns raised. Below are a few argument points raised by those present:

- JANZ: FA Execs, Orientation volunteers, SDC volunteers, advisory committee members, and RA Execs fulfill their duties without pay, and \$25,000 budgeted for Councillor remuneration should be reinvested into the general operating budget (\$20,000) or awards for Councillors (\$5,000).
- Janz senses that the remuneration did not affect Councillor attendance nor increase productivity.
- Janz recommends to remove Councillor Remuneration prior to September. Dollansky added that Councillors who were financially dependent on this remuneration can either resign prior to the by-election deadline or seek additional employment.
- JANZ: The remuneration was contentious, tagged on at the last minute, and prevented many Councillors from accessing scholarships and SU awards, especially because the former volunteer work now has become paid employment.
- LEWIS: Lewis shares his sentiments of having gained more from Council than given back to Council, and feels that payment is not appropriate in consideration of the numerous benefits. Being on Council is its own reward.
- LEWIS: former-Councillor Berghoff's (a strong supporter of Councillor Remuneration) motives were not solely as a reward for Councillors, but also for the payment to act as a recruitment tool and to increase the financial accessibility for students on loans.

These points are excerpts from the Minutes, and I strongly suggest you go over the entire Minutes for further information.

Cheers.

Prem Eruvbetine

U-PASS TRANSIT AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2007.

BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
(the "*University*")

-and-

THE CITY OF EDMONTON
(the "*Edmonton*")

-and-

STRATHCONA COUNTY
(the "*Strathcona*")

-and-

THE CITY OF ST. ALBERT
(the "*St. Albert*")

WHEREAS:

A. Edmonton, Strathcona and St. Albert each own and operate a transit system within the limits of their respective municipalities, and Edmonton, by contract with Strathcona and St. Albert, permits Strathcona and St. Albert to utilize certain transportation facilities within the Edmonton city limits;

B. The University and the Municipalities wish to implement a transportation program on the terms and conditions set forth herein to, among other things, provide Participating Students with a lower cost transportation option, reduce the traffic congestion and demand for parking at the University of Alberta and surrounding areas, lower vehicle emissions, increase transit ridership and improve the mobility and transit access of Participating Students within Edmonton, Strathcona and St. Albert;

C. The University and the SU have entered into an SU Transit Agreement which sets forth the University's and the SU's respective rights and obligations in respect of the U-PASS Program;

D. The University and the GSA have entered into a GSA Transit Agreement which sets forth the University's and the GSA's respective rights and obligations in respect of the U-PASS Program; and

E. The parties hereto desire to enter into this Agreement to set forth each of said parties' respective rights and obligations in respect of the U-PASS Program.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

ARTICLE ONE **DEFINITIONS**

1.01. In this Agreement, the following terms will have the following meanings:

- (a) “**Academic Period**” means that period commencing September 1st of any year in the Term and ending April 30th of the next year in the Term;
- (b) “**Committee**” means the U-PASS advisory committee created pursuant to Article 9.01 hereof;
- (c) “**CPI**” means the Consumer Price Index for all items for the Province of Alberta using a base reference year of 1992, as published by Statistics Canada, and if Statistics Canada ceases publication of said price index, then CPI shall mean the index published by Statistics Canada or a reliable governmental or other non-partisan organization which most closely approximates said price index which is no longer published in terms of the bundle of goods included and geographic region surveyed;
- (d) “**Enrollment Statement**” means the statement prepared by the University which confirms the number of Students for any School Term;
- (e) “**Event of Default**” means any one of the following:
 - (i) failure by the University to remit the U-PASS Fee in accordance with the provisions hereof, and such failure shall persist for five (5) days after written notice of such failure has been received by the University;
 - (ii) failure by Edmonton to produce the U-PASS stickers or provide the U-PASS stickers to the University in accordance with the provisions hereof;
 - (iii) failure by Edmonton to pay the University the amounts described in, and in accordance with, Article 4.02 hereof, in the event of a Sustained System Wide Service Interruption, and such failure shall persist for five (5) days after written notice of such failure has been received by Edmonton; or

- (iv) failure by any party hereto to perform any one of the covenants or obligations to be performed by such party hereunder, and such failure shall persist for thirty (30) days after written notice of such failure has been provided to such party;
- (f) “**Exempt Student**” for any School Term means any one of the following Students, subject to Article 1.02 hereof:
 - (i) a Student who is not enrolled in any course for credit located on a University of Alberta campus within the City of Edmonton for the majority of that School Term;
 - (ii) a Student who, pursuant to official University regulations, policies or procedures (as may be amended from time to time) respecting registration and fees assessments, has the option of being assessed the athletics and recreation fee or the health services fee by the University, which Exempt Student includes, without limitation, a Student in a cooperative work experience program or work internship who is registered only in one or more courses designated as “Work Experience” for that School Term, a Student who is enrolled in the Executive MBA program and a graduate Student who is designated as an off-campus thesis student; or
 - (iii) a Student who is enrolled at another post-secondary educational institution and is required to participate in a transportation program similar to the U-PASS Program (if any) being offered to students of this other post-secondary educational institution by said institution and the Municipalities;
- (g) “**Fall Term**” means that School Term commencing September 1st and ending December 31st of any year in the Term;
- (h) “**FOIPP Act**” means the *Freedom of Information and Protection of Privacy Act* (Alberta), R.S.A. 2000, c.F-25, as from time to time amended, and any statute that may be substituted therefor;
- (i) “**GSA**” means The Graduate Students’ Association of The University of Alberta;
- (j) “**GSA Transit Agreement**” means the agreement dated the ____ day of _____, 2007 between the University and the GSA;

- (k) “**Municipalities**” means the City of Edmonton, Strathcona County and the City of St. Albert, collectively;
- (l) “**Participating Student**” means, subject to Article 1.02 hereof, a Student who is required by the terms of this Agreement to participate in the U-PASS Program and who has not been granted the right to opt out of the U-PASS Program in accordance with Articles 2.03 or 2.05 hereof, or an Exempt Student who has elected to participate in the U-PASS Program in accordance with Article 2.04 hereof;
- (m) “**Personal Information**” has the meaning ascribed to it in the FOIPP Act;
- (n) “**Rate**” means the amount described in Article 3.02 hereof;
- (o) “**Record**” has the meaning ascribed to it in the FOIPP Act;
- (p) “**Requesting Party**” has the meaning ascribed to it in Article 15.01 hereof;
- (q) “**School Term**” means the Fall Term or the Winter Term;
- (r) “**Student**” means, subject to Article 1.02 hereof, any full-time or part-time undergraduate or graduate student who is enrolled in at least one course for credit at the University of Alberta for any School Term, and is assessed a non-instructional fee for membership in the SU or the GSA;
- (s) “**SU**” means The Students’ Union, The University Of Alberta;
- (t) “**SU Transit Agreement**” means the agreement dated the ____ day of _____, 2007 between the University and the SU;
- (u) “**Sustained System Wide Service Interruption**” means the cessation of all public transit service provided by the Edmonton Transit System for a period exceeding fourteen (14) consecutive calendar days;
- (v) “**Term**” means the term of this Agreement, as more particularly set forth in Article 12.01 hereof;
- (w) “**Trademarks**” has the meaning ascribed to it in Article 8.01 hereof;
- (x) “**U-PASS**” means a transit pass comprised of a valid University of Alberta photo identification card (commonly known as a ONEcard) with a valid sticker properly affixed thereto, or such other form of transit pass as the parties hereto may from time to time adopt by written agreement, which transit pass is used in the U-PASS Program and entitles the holder thereof to unrestricted ridership on the transit systems operated by the Municipalities, on the terms and conditions set forth in this Agreement and

the rules, regulations, policies or bylaws respecting ridership, as established and promulgated by each of the Municipalities or their respective transit agencies from time to time. All references in this Agreement to the “U-PASS” and the “U-PASS sticker” shall include any other form of transit pass to be used in lieu thereof, as adopted by the parties hereto from time to time as hereinbefore set forth;

- (y) “**U-PASS Fee**” means the fee described in Article 3.01 hereof;
- (z) “**U-PASS Program**” means the transportation program created by this Agreement, which program the parties hereto agree shall be deemed:
 - (i) an operating program or activity of the parties hereto for the purposes of section 33(c) of the FOIPP Act; and
 - (ii) a common or integrated program or service for the purposes of section 40(1)(i) of the FOIPP Act;
- (aa) “**U-PASS Statement**” means the statement prepared by the University which confirms, for any School Term, the number of U-PASS stickers issued to Participating Students (including those issued as replacements); and
- (bb) “**Winter Term**” means that School Term commencing January 1st and ending April 30th of any year in the Term.

1.02. Notwithstanding anything to the contrary and for greater certainty, the parties hereto agree that:

- (a) in the event that the SU Transit Agreement should expire or be terminated during the Term, and provided that and for so long as the GSA Transit Agreement remains in force and effect, all references to the terms “Student”, “Exempt Student” and “Participating Student” shall be deemed to exclude all undergraduate students of the University of Alberta, it being understood that the U-PASS Program shall in such event apply only in respect of the graduate students of the University of Alberta, but otherwise on the same terms and conditions set forth herein; and
- (b) in the event that the GSA Transit Agreement should expire or be terminated during the Term, and provided that and for so long as the SU Transit Agreement remains in force and effect, all references to the terms “Student”, “Exempt Student” and “Participating Student” shall be deemed to exclude all graduate students of the University of Alberta, it being understood that the U-PASS Program shall apply only in respect of the undergraduate students of the University of Alberta, but otherwise on the same terms and conditions set forth herein.

1.03. For greater certainty, all references in this Agreement to “parties” shall mean the University, Edmonton, Strathcona and St. Albert, collectively, and a “party” shall mean any one of the parties.

ARTICLE TWO **PARTICIPATION**

2.01. Subject to Articles 2.02 to 2.05 hereof, inclusive, every Student other than an Exempt Student shall be required to participate in the U-PASS Program for each School Term, on the terms and conditions set forth herein.

2.02. Only the following Students may opt out of the U-PASS Program:

- (a) Students who have a valid Disabled Adult Transit Service (DATS) registration, Strathcona County Accessible Transportation (SCAT) registration, or St. Albert Handibus registration; and
- (b) Students who have a valid CNIB registration.

For greater certainty, Students are not eligible to opt out of the U-PASS Program by reason only that they reside outside of the transit service area then offered by the Municipalities, or any of them.

2.03. Any Student who believes that he may be eligible to opt out of the U-PASS Program pursuant to Article 2.02 hereof may apply in writing for the right to opt out of the U-PASS Program to the University’s Specialized Support and Disability Services Office, provided however that if the Student has collected a U-PASS sticker for the then current School Term prior to submitting the written application, said Student shall not be eligible to receive a refund of the U-PASS Fee for that School Term, it being understood that the Student shall retain ridership privileges until the expiry of the said U-PASS sticker. All such applications will be considered and dealt with by the Specialized Support and Disability Services Office in accordance with its policies and procedures, and the Municipalities hereby accept the decisions made by the Specialized Support and Disability Services Office in respect of such applications.

2.04. An Exempt Student may elect to participate in the U-PASS Program for any School Term by submitting a written request (or an electronic request through the University’s website should such a feature be then available and duly functioning) to the University’s Office of the Registrar by September 30th for a Fall Term and January 31st for a Winter Term.

2.05. Any and all appeals from the decisions made in respect of applications described in Article 2.03 hereof shall be dealt with in accordance with the applicable policies and procedures established by the University from time to time. Provided that the University

does not make any decisions contrary to the terms of this Agreement, the Municipalities hereby agree to accept the outcome or results of such appeals.

ARTICLE THREE
U-PASS FEE

3.01. The U-PASS Fee for any School Term shall be calculated by multiplying the Rate for that School Term by the total number of Participating Students for that School Term.

3.02. The Rate shall be as follows:

- (a) Ninety (\$90.00) Dollars for each Participating Student for each of the 2007 Fall Term and the 2008 Winter Term; and
- (b) Thereafter, the Rate shall be adjusted for each Academic Period (rounded to the nearest whole cent, with one-half of one cent being rounded up), provided that Edmonton shall notify the University in writing of the adjusted Rate by the last day in February of each year in the Term (commencing with the year 2008), and provided that any percentage increase in the Rate shall equal to the percentage increase, if any, in the average CPI for the then most recent calendar year, from the average CPI for the calendar year immediately preceding the then most recent calendar year, it being agreed that the average CPI for any calendar year will be computed using the average monthly CPI for each month of said year, rounded to the nearest one decimal point. For greater certainty, an example of how the percentage change in the average CPI for one calendar year, from the average CPI for the immediately preceding calendar, is calculated in accordance with this Article 3.02(b) is contained in Schedule "A" attached hereto.

3.03. The University shall, by cheque or wire transfer, remit to each of the Municipalities, their respective shares of the U-PASS Fee for each School Term by November 1st for the Fall Term and March 1st for the Winter Term, as follows:

- (a) Edmonton shall, by October 15th of each year in the Term, provide the University with a written notice executed by each of the Municipalities (which notice may be executed in counterparts), advising the University of each of the Municipalities' respective shares of the U-PASS Fee for the then Academic Period;
- (b) If Edmonton shall, for the Academic period commencing September 1st, 2007, fail to provide the University with said written notice by October 15th, 2007, as required by and in accordance with Article 3.03(a) above, then the University shall remit 100% of the U-PASS Fee for such Academic Period to Edmonton, and any adjustments that are made by the Municipalities to correct or alter their respective shares of the U-PASS

Fee so remitted shall be determined and dealt with by and between the Municipalities without any liability whatsoever to the University and, notwithstanding anything to the contrary, without any effect or consequence whatsoever on or to this Agreement or the U-PASS Program; and

- (c) If Edmonton shall, for any other Academic Period during the Term, fail to provide the University with the written notice required by and in accordance with Article 3.03(a) above, then the University shall remit the U-PASS Fee based on the last such notice received by the University (or if the University has never received any such notice, the University shall remit 100% of the U-PASS Fee to Edmonton), in which event any adjustments that are made by the Municipalities to correct or alter their respective shares of the U-PASS Fee so remitted shall be determined and dealt with by and between the Municipalities without any liability whatsoever to the University and, notwithstanding anything to the contrary, without any effect or consequence whatsoever on or to this Agreement or the U-PASS Program.

3.04. Concurrent with its remittance of the U-PASS Fee for a School Term, the University shall remit to each of the Municipalities, a copy of the Enrollment Statement and the U-PASS Statement for said School Term, and a written statement of the number of Students who have been granted the right to opt out of the U-PASS Program, the number of Exempt Students and the number of Exempt Students who have been granted the right to participate in the U-PASS Program for said School Term, in sufficient detail to support the calculation of the U-PASS Fee.

3.05. The Municipalities may, upon at least thirty (30) days written notice to the University and at the Municipalities' sole cost and expense, audit or examine the information provided to them by the University pursuant to Article 3.04 hereof or the payments remitted by the University pursuant to Article 3.03 hereof, at any time during the University's normal business hours during the Term, provided that any access to Personal Information or any Record in the custody or under the control of the University which contains Personal Information about any Student shall be subject to compliance with the FOIPP Act and the provisions of Article Fifteen hereof.

ARTICLE FOUR **REFUNDS**

4.01. Except as otherwise herein expressly stated, the U-PASS Fee shall be nonrefundable.

4.02. In the event of a Sustained System Wide Service Interruption in a School Term, the U-PASS Fee shall be refundable to the University, the calculation of which refund shall be as follows: the total refund shall be equal to eighty (80%) percent of the U-

PASS Fee for the School Term in which the Sustained System Wide Service Interruption occurred, multiplied by the number of days of the Sustained System Wide Service Interruption, divided by the number of days in the said School Term. Reimbursement of the total refund to the University shall be made solely by Edmonton within sixty (60) days of the later of: (i) the receipt by Edmonton of the U-PASS Fee from the University; and (b) the end of the Sustained System Wide Service Interruption.

4.03. The obligations of Edmonton pursuant to Article 4.02 hereof shall survive the expiry or termination of the Term.

ARTICLE FIVE

SERVICE ENTITLEMENT AND LEVELS

5.01. In consideration of the U-PASS Fee and subject to Article 5.02 hereof, each Participating Student shall receive a U-PASS which shall, upon presentation of same by said student to a transit service operator, entitle said student to an unlimited use of the regular transit service offered by the Municipalities (including the Light Rail Transit) during the School Term to which the U-PASS Fee relates.

5.02. Notwithstanding Article 5.01 hereof, the U-PASS shall not entitle any Student to use the following transit services:

- (a) Any and all special event, contracted or charter transit services offered by any of the Municipalities, or any transit service for which regular transit fares do not apply, including without limitation, Football Park&Ride Service, Heritage Festival or Grand Prix transit service or contracted service supplied to outlying communities such as Spruce Grove, Morinville, Sturgeon County and Fort Saskatchewan;
- (b) Strathcona County Accessible Transportation (SCAT) service; and
- (c) St. Albert Handibus service.

5.03. The Municipalities hereby agree to provide transit service throughout the Term, it being understood however that each of the Municipalities, acting reasonably, shall determine the levels of transit service to be provided by their respective transit systems, having regard to funding limits, the reasonable service standards established by each of the Municipalities' respective councils and the demands of all users of said transit systems. In determining the levels of transit service to be provided by their respective transit systems from time to time, each of the Municipalities hereby agree to review, on a regular basis, any and all transit service concerns or requests for service level changes which the University, the SU or the GSA may from time to time submit to any of the Municipalities.

5.04. In the event of the cessation of all public transit service provided by St. Albert Transit or Strathcona County Transit for a period exceeding fourteen (14) consecutive

calendar days in an Academic Period, Edmonton hereby agrees to provide reasonable assistance to the Participating Students residing in the areas normally serviced by St. Albert Transit or Strathcona County Transit, as the case may be, to facilitate access by such Participating Students to the public transit service provided by the Edmonton Transit System from areas within the corporate limits of the City of Edmonton.

ARTICLE SIX
U-PASS

6.01. Edmonton shall, at its sole cost and expense, produce the U-PASS stickers in such quantities as required to ensure that:

- (a) each Participating Student will receive a sticker for each School Term; and
- (b) there are sufficient replacement stickers available at all times during the Term.

6.02. The design and format of the U-PASS sticker and its location on the University of Alberta photo identification card (commonly known as the ONEcard) shall be subject to the written approval of all the parties hereto. Notwithstanding the foregoing, the design of the U-PASS sticker shall be distinct from School Term to School Term.

6.03. The University will provide Edmonton with a bona fide written estimate of the number of U-PASS stickers that it will require for an Academic Period (which estimate shall include a reasonable estimate of the number of required replacement stickers), no later than four (4) months prior to the commencement of each Academic Period, and Edmonton shall deliver to the University such number of U-PASS stickers no later than one (1) month prior to the commencement of each School Term. If the University requires additional U-PASS stickers from time to time during the Term, the University shall advise Edmonton in writing of the estimated number of additional U-PASS stickers required and Edmonton shall deliver such additional U-PASS stickers to the University as soon as possible but in any event no later than thirty (30) business days following the request.

6.04. The University shall, at its sole cost and expense, distribute the U-PASS stickers to each Participating Student for each School Term.

6.05. The University shall, to the satisfaction of the Municipalities, all acting reasonably, develop adequate controls or procedures for the distribution, security and returns (if any) of the U-PASS stickers. The Municipalities may, at the Municipalities' sole cost and expense, verify such controls or procedures upon at least thirty (30) days written notice to the University.

6.06. The University shall, at the time of distributing the U-PASS stickers, inform each Participating Student receiving a U-PASS in writing that:

- (a) The U-PASS is not valid until the U-PASS sticker is affixed to the proper location on the ONEcard;
- (b) The U-PASS is non-transferable and may only be used by the Student to whom the U-PASS is issued;
- (c) Edmonton Transit, Strathcona Transit and St. Albert Transit reserve the right to verify the validity of any Student's U-PASS;
- (d) A Student who fails to comply with the rules, regulations, policies and bylaws of Edmonton Transit, Strathcona Transit or St. Albert Transit respecting ridership may have his ridership privileges revoked without refund of the U-PASS Fee; and
- (e) Edmonton Transit, Strathcona Transit and St. Albert Transit reserve the right to modify their respective transit routes and schedules.

6.07. The University may from time to time replace a damaged U-PASS provided that such damaged U-PASS is first returned to the University by the Participating Student.

6.08. The University may from time to time replace a lost or stolen U-PASS sticker in accordance with its policies, as may be amended by the University from time to time, provided that:

- (a) the University has not, prior to replacing the lost or stolen U-PASS sticker, received any notification or information from any of the Municipalities which evidences the revocation of ridership privileges for the Participating Student seeking the replacement;
- (b) any such replacement is made only after obtaining from said Participating Student, a signed representation that such student's U-PASS sticker was not confiscated for cause by any of the Municipalities; and
- (c) the University shall, by the deadline hereinafter specified in this Article 6.08(c), remit to the Municipalities, their respective shares of the U-PASS Fee for each such replaced U-PASS sticker (if any) at the Rate prevailing for the School Term for which the replacement U-PASS sticker relates, it being understood and agreed that the Municipalities' respective shares shall be the respective shares applicable to the Academic Period for which the replacement U-PASS sticker relates as determined in accordance with Article 3.03 hereof. The University shall make one such remittance to each of the Municipalities (or to Edmonton only, if Article 3.03(b) hereof is applicable) by cheque or wire transfer for each School Term for which a replacement U-PASS sticker or stickers have been issued, no later than thirty (30) days following the end of such School Term.

ARTICLE SEVEN
U-PASS PROMOTION

7.01. The parties hereto shall jointly develop a communications strategy for the implementation of the U-PASS Program to ensure that consistent messages and program information are disseminated. If necessary or desirable, the parties hereto shall update said communications strategy from time to time to meet the changing needs of the U-PASS Program and interested parties.

7.02. The University shall inform its administrative employees involved with the issuance of U-PASS stickers or the administration of the U-PASS Fee of the U-PASS Program and their specific duties and responsibilities respecting the U-PASS Program. The University will have resources available to address and handle student inquiries regarding the administration of the U-PASS.

7.03. The Municipalities shall inform their respective transit operators, transit security officers, other enforcement personnel and customer information staff of the U-PASS Program and their specific duties and responsibilities respecting the U-PASS Program. Each of the Municipalities will have resources available to address and handle student inquiries regarding the U-PASS and the U-PASS Program.

7.04. The parties hereto shall provide U-PASS information on their respective websites and may advertise or promote the U-PASS from time to time at their own discretion and expense.

ARTICLE EIGHT
USE OF TRADEMARKS

8.01. The parties hereto acknowledge that each of them has a proprietary interest in their respective names and certain symbols, crests, designs and logos (“Trademarks”) and each party hereto hereby agrees not to use another party’s Trademarks without the prior written consent of that party for each occurrence of proposed usage.

8.02. Each party hereto agrees to provide a written response to a written request for use of any of its Trademarks by another party hereto within five (5) business days of receipt of said request.

8.03. Notwithstanding anything to the contrary, each party hereto agrees that it will not, at any time, use another party’s Trademarks in a manner that may adversely affect the rights or interests of that other party in or to its Trademarks or cause a negative impact on the reputation or image of that other party.

ARTICLE NINE
COMMITTEES

9.01. The parties hereto agree to establish a U-PASS advisory committee composed of one (1) representative for each of said parties, and one (1) representative for each of the SU and the GSA, to provide input, recommendations and advice on or in respect of:

- (a) the effectiveness and operation of the U-PASS Program;
- (b) the design and format of the U-PASS fare media;
- (c) communications and student feedback and the review thereof;
- (d) general issues concerning the delivery of transit service under the U-PASS Program; and
- (e) any issues or concerns respecting the U-PASS Program which may arise from time to time.

9.02. All recommendations and advice of the Committee shall be made by consensus, it being understood for greater certainty that the Committee shall act in an advisory capacity only to, and shall not have any ability to bind, the parties hereto.

9.03. The chairperson of any meeting of the Committee shall be the Manager of Edmonton Transit or his designate provided such chairperson is present at the meeting, and if such chairperson is not present, the members present shall choose one of their number to be the chairperson.

9.04. Edmonton shall cause the Manager of Edmonton Transit or his designate to call a meeting of the Committee on the written request of any member of the Committee, and in any event, to call a meeting of the Committee at least once per School Term.

9.05. Edmonton shall cause the Manager of Edmonton Transit or his designate to give written notice of the time and place of each meeting of the Committee, together with a written agenda indicating the nature of the matters to be considered, to each member of the Committee at the addresses or fax numbers specified in Articles 14.01 and 10.02 hereof, no less than five (5) business days before the meeting is to take place. All members present at any meeting of the Committee shall constitute a quorum, provided that notice of such meeting was duly given in accordance with this Article and provided that one (1) representative for each of the University and Edmonton are present.

9.06. After April 30, 2009, the Committee shall conduct a review and evaluation of the U-PASS Program for the purposes of considering the desirability of continuing with the U-PASS Program beyond the Term and renewing this Agreement and advising the parties hereto with respect to same.

ARTICLE TEN
TRANSPARENCY AND COOPERATION

10.01. Each of the parties hereto acknowledge that the SU and the GSA shall each be entitled to have a representative of their choosing in attendance at all meetings between the University and the Municipalities at which this Agreement, proposed amendments to this Agreement or re-negotiations of this Agreement is discussed.

10.02. Each of the parties hereto agree to copy the SU and the GSA on key correspondence that it delivers to any other party hereto which in any way relates to this Agreement, at the following addresses or fax numbers:

- (a) SU: Suite 2-900 Students' Union Building
University of Alberta
Edmonton, Alberta T6G 2J7

Attention: Students' Union President

Fax: 780.492.4643

- (b) GSA: 206N Power Plant
University of Alberta
Edmonton, Alberta, T6G 2N2

Attention: Graduate Students' Association President

Fax: 780.492.2999

ARTICLE ELEVEN
INDEMNIFICATION AND LIMITATION OF LIABILITY

11.01. Edmonton hereby indemnifies and holds harmless the University, its agents, representatives, advisors and employees from and against any and all liabilities, claims, suits, actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the University, including costs as between solicitor and his own client) which may be brought or made against the University or which the University may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement set forth herein which is required to be fulfilled, kept, observed or performed by Edmonton.

11.02. Strathcona hereby indemnifies and holds harmless the University, its agents, representatives, advisors and employees from and against any and all liabilities, claims, suits, actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the University, including costs as between solicitor and his own client) which may be brought or made against the University or which the University may pay or incur as a result of or in connection with

any breach, violation or non-performance of any covenant, condition or agreement set forth herein which is required to be fulfilled, kept, observed or performed by Strathcona.

11.03. St. Albert hereby indemnifies and holds harmless the University, its agents, representatives, advisors and employees from and against any and all liabilities, claims, suits, actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the University, including costs as between solicitor and his own client) which may be brought or made against the University or which the University may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement set forth herein which is required to be fulfilled, kept, observed or performed by St. Albert.

11.04. The University hereby indemnifies and holds harmless each of the Municipalities, their elected officials, councillors, agents, representatives, advisors and employees from and against any and all liabilities, claims, suits, actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the Municipalities, including costs as between solicitor and his own client) which may be brought or made against the Municipalities or which the Municipalities may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement set forth herein which is required to be fulfilled, kept, observed or performed by the University.

11.05. The Municipalities hereby agree that the University shall not be liable for any claims, costs or damages incurred or suffered by any of the Municipalities, their agents, representatives, advisors or employees as a result of the performance or non-performance by any of the Municipalities of their obligations hereunder, the performance or non-performance by the SU of its obligations under the SU Transit Agreement, the performance or non-performance by the GSA of its obligations under the GSA Transit Agreement or any action of or any property damage or personal injury caused by any student of the University of Alberta using the transit services operated by any of the Municipalities.

11.06. The provisions contained in Articles 11.01 to 11.05 hereof shall survive the expiry or termination of the Term.

ARTICLE TWELVE

TERM AND TERMINATION

12.01. Subject to renewal or earlier termination of this Agreement in accordance with the provisions hereof, the Term shall commence on the date hereof and end on April 30, 2010.

12.02. This Agreement will be renewed, conditional upon approval by the University and each of the Municipalities' respective councils, provided that any agreement to renew must be reached, in writing, by December 31, 2009.

12.03. This Agreement shall terminate on the expiration or termination of both the SU Transit Agreement and the GSA Transit Agreement.

12.04. Upon the occurrence of an Event of Default, a non-defaulting party may, at its option, terminate this Agreement by giving written notice of termination to the other parties hereto. For the purposes of this Article 12.04, a non-defaulting party shall mean:

- (a) Edmonton, Strathcona or St. Albert, or any combination thereof, as the case may be, in respect of a default described in Article 1.01(e)(i) hereof; and
- (b) the University or the Municipalities, as the case may be, in respect of the defaults described in Articles 1.01(e)(ii), 1.01(e)(iii) and 1.01(e)(iv) hereof.

12.05. Notwithstanding anything to the contrary, the effective date of any termination of this Agreement shall correspond with the end of an Academic Period.

ARTICLE THIRTEEN **DISPUTE RESOLUTION**

13.01. In the event of any dispute arising between the parties hereto relating to the interpretation or implementation of any of the provisions hereof or any matter arising out of this Agreement or as to the performance of any obligation hereunder, said dispute shall be resolved by arbitration, conducted by one arbitrator. The parties will agree on the arbitrator, failing which agreement, any party hereto may apply to any Judge of the Queen's Bench of the Province of Alberta for an order appointing and naming an arbitrator. Any arbitration will be conducted in accordance with the *Arbitration Act* (Alberta), provided that the arbitration is held in the City of Edmonton and the arbitrator's decision shall be final and binding upon the parties. The cost of any arbitration shall be paid as directed by the arbitrator.

13.02. If any dispute has not been determined by the arbitrator within sixty (60) days of the appointment of the arbitrator or such longer period as the parties hereto may agree, then any party hereto may at any time thereafter, but before a determination is made by the arbitrator, resort to the courts having jurisdiction to determine the dispute, and upon the commencement of an action for this purpose, the jurisdiction of the arbitrator in respect of the dispute shall cease.

13.03. Pending the decision of the arbitration or action, the U-PASS Program shall continue and remain effective.

ARTICLE FOURTEEN
NOTICES

14.01. All notices, requests or communications required or permitted to be given hereunder shall be in writing and shall be delivered in person, faxed or sent by registered mail, postage pre-paid, to the parties hereto at the addresses or fax numbers indicated below:

- (a) The University: 1-3H University Hall
University of Alberta
Edmonton, Alberta T6G 2J9
- Attention: Vice President (Facilities and
Operations)
- Fax: 780.492.1439
- (b) Edmonton: 5th Floor, Scotia Place, Tower 1
10060 Jasper Avenue
Edmonton, Alberta T5J 3R8
- Attention: Manager of Edmonton Transit
- Fax: 780.496.4244
Email: charles.stolte@edmonton.ca
- (c) Strathcona: 200 Streambank Ave.
Sherwood Park, Alberta T8H 1N1
- Attention: Manager, Public Transit
- Fax: 780.417.7176
- (d) St. Albert: 235 Carnegie Drive
St. Albert, Alberta T8N 5A7
- Attention: Director of Transit
- Fax: 780.459.4050

Every such notice shall be deemed to have been received upon the date of actual delivery, if delivered in person or by fax during normal business hours, upon the first (1st) business day after delivery, if delivered in person or by fax after normal business hours, and upon the third (3rd) business day after mailing, if sent by registered mail. In the event of a disruption or threatened disruption in the Canadian postal system or its operation in the City of Edmonton, the Strathcona County or the City of St. Albert, all notices shall be

delivered in person or by fax to the above addresses or fax numbers. Any party may, from time to time, by notice to the others in accordance with the herein provisions, change its address for the purpose of any subsequent notice.

ARTICLE FIFTEEN
PROTECTION OF PRIVACY

15.01. The parties hereto agree that an officer or employee of the Municipalities, or any of them (collectively or individually, the “Requesting Party”) may, with the prior written consent of the University, inspect or review certain Records in the custody or under the control of the University which contain Personal Information about any Student for the purpose only of the Requesting Party carrying out an audit or examination under Article 3.05 hereof, after submitting a written request to the University, provided that:

- (a) such written request by the Requesting Party shall identify the specific types of Records or Personal Information (eg. the names of certain Students) to which the Requesting Party desires access;
- (b) the University, acting reasonably, is satisfied that its disclosure to the Requesting Party of the specific types of Records or Personal Information so identified is necessary to enable the Requesting Party to carry out its audit or examination under Article 3.05 hereof;
- (c) the University, acting reasonably, is satisfied that it has the authority under the FOIPP Act and the University’s applicable policies and procedures to disclose such specific types of Records or Personal Information to the Requesting Party; and
- (d) the University may consent to the access by the Requesting Party to such specific types of Records or Personal Information subject to such terms and conditions as the University may from time to time reasonably require.

15.02. The Municipalities hereby covenant and agree with the University with respect to any and all Personal Information about Students which is disclosed to them, as follows:

- (a) The Municipalities shall protect such information in accordance with the FOIPP Act and the relevant policies and procedures of the University, as may be amended from time to time;
- (b) Such information shall be used for the purpose of carrying out an audit or examination under Article 3.05 hereof and for no other purpose; and
- (c) Such information shall be kept in strict confidence and shall not be disclosed to any other party.

15.03. The Municipalities hereby acknowledge and agree that all Records in the custody or under the control of the University which contain Personal Information about any Student shall remain the property of, and shall remain under the control of, the University at all times, notwithstanding any disclosure of or access to same by the Municipalities, or any of them.

15.04. The parties hereto agree to cooperate with each other and take such further action as may be necessary from time to time to ensure compliance by each of the parties hereto with the requirements of the FOIPP Act.

ARTICLE SIXTEEN

GENERAL

16.01. Words importing the singular include the plural and vice versa and words importing gender include all genders.

16.02. The headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

16.03. Nothing herein contained shall be construed or deemed to create a joint venture or a partnership relationship between the parties hereto, or authorize one party to act as agent for any other.

16.04. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of all other parties hereto.

16.05. This Agreement, including all schedules attached hereto, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether oral or written.

16.06. No modification or amendment to this Agreement shall be binding unless made in writing and executed by authorized representatives of the parties hereto.

16.07. This Agreement shall be governed by the laws in force in the Province of Alberta and the parties hereto hereby attorn to the jurisdiction of the courts in the Province of Alberta.

16.08. If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall remain valid and enforceable to the fullest extent permitted by applicable law.

16.09. Any waiver by any party hereto of the strict performance of any term or condition in this Agreement shall not constitute a waiver of any other term or condition nor shall it

be deemed a waiver of any subsequent breach of the same or of any other term or condition in this Agreement.

16.10. The parties agree that each of them shall execute and deliver such further documents and assurances, and take such further action as may be reasonably necessary from time to time, to carry out the terms of this Agreement.

16.11. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

16.12. Time is of the essence of this Agreement.

16.13. This Agreement may be executed in counterparts and any one of such counterparts need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement. The delivery of a facsimile copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement, provided however, the party delivering a facsimile copy shall deliver the originally executed counterpart of this Agreement as soon as possible after delivering the facsimile copy.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA

Signature of Authorized Officer

Printed Name of Authorized Officer

Position of Authorized Officer

THE CITY OF EDMONTON

Per: _____

Per: _____

STRATHCONA COUNTY

Per: _____

Per: _____

THE CITY OF ST. ALBERT

Per: _____

Per: _____

SCHEDULE “A”

The following is an example of how a percentage change in the average CPI is calculated in accordance with Article 3.02(b) of the Agreement, using for the purposes only of this example, the 2005 and 2006 calendar years:

<u>Month</u>	<u>2005</u>	<u>2006</u>	<u>Percentage Change</u>
January	131.7	137.1	
February	131.9	136.2	
March	132.7	137.0	
April	133.6	138.3	
May	133.4	139.4	
June	133.9	138.9	
July	135.0	140.8	
August	135.0	141.4	
September	136.6	141.7	
October	136.2	140.3	
November	136.1	141.2	
December	135.4	141.8	
TOTAL	1611.5	1674.1	
	÷ 12	÷ 12	
AVERAGE	134.3	139.5	3.9% increase¹

Based on the above, the increase in the average CPI for 2006 from the average CPI for 2005 is 3.9%.

NOTES/ASSUMPTIONS:

- the indices used above represent the monthly Consumer Price Index for Alberta, all-items (1992=100), as published by Statistics Canada.
- each monthly CPI above represents a monthly average.

¹ $(139.5 - 134.3) \div 134.3 = 0.039$ (or 3.9%)

SU TRANSIT AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 2007.

BETWEEN:

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA
(the "*University*")

-and-

THE STUDENTS' UNION, THE UNIVERSITY OF ALBERTA
(the "*SU*")

WHEREAS:

A. The University and the Municipalities wish to implement a transportation program to, among other things, provide certain undergraduate and graduate students of the University of Alberta with a lower cost transportation option, reduce the traffic congestion and demand for parking at the University of Alberta and surrounding areas, lower vehicle emissions, increase transit ridership and improve the mobility and transit access of such students within the City of Edmonton, Strathcona County and the City of St. Albert;

B. To achieve the foregoing, the University and the Municipalities have entered into a U-PASS Transit Agreement, pursuant to which the U-PASS Program was created to provide certain undergraduate and graduate students of the University of Alberta with a U-PASS which entitles such students to unrestricted ridership on the transit systems of the City of Edmonton, Strathcona County and the City of St. Albert, on the terms and conditions set forth therein;

C. The University and the GSA have entered into a GSA Transit Agreement which sets forth the University's and the GSA's respective rights and obligations in respect of the U-PASS Program;

D. By Referendum, the members of the SU approved their support for the establishment of the U-PASS, subject to certain conditions; and

E. The parties hereto desire to enter into this Agreement to set forth each of said parties' respective rights and obligations in respect of the U-PASS Program.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

ARTICLE ONE
DEFINITIONS

1.01. In this Agreement, the following terms will have the following meanings:

- (a) “**Academic Period**” means that period commencing September 1st of any year in the Term and ending April 30th of the next year in the Term;
- (b) “**CPI**” means the Consumer Price Index for all items for the Province of Alberta using a base reference year of 1992, as published by Statistics Canada, and if Statistics Canada ceases publication of said price index, then CPI shall mean the index published by Statistics Canada or a reliable governmental or other non-partisan organization which most closely approximates said price index which is no longer published in terms of the bundle of goods included and geographic region surveyed;
- (c) “**Exempt Student**” for any School Term means any one of the following Students:
 - (i) a Student who is not enrolled in any course for credit located on a University of Alberta campus within the City of Edmonton for the majority of that School Term;
 - (ii) a Student who, pursuant to official University regulations, policies or procedures (as may be amended from time to time) respecting registration and fees assessments, has the option of being assessed the athletics and recreation fee or the health services fee by the University, which Exempt Student includes, without limitation, a Student in a cooperative work experience program or work internship who is registered only in one or more courses designated as “Work Experience” for that School Term; or
 - (iii) a Student who is enrolled at another post-secondary educational institution and is required to participate in a transportation program similar to the U-PASS Program (if any) being offered to students of this other post-secondary educational institution by said institution and the Municipalities;
- (d) “**Fall Term**” means that School Term commencing September 1st and ending December 31st of any year in the Term;
- (e) “**FOIPP Act**” means the *Freedom of Information and Protection of Privacy Act* (Alberta), R.S.A. 2000, c.F-25, as from time to time amended, and any statute that may be substituted therefor;

- (f) “**GSA**” means The Graduate Students’ Association of The University of Alberta;
- (g) “**GSA Transit Agreement**” means the agreement dated the ____ day of _____, 2007 between the University and the GSA;
- (h) “**Municipalities**” means the City of Edmonton, Strathcona County and the City of St. Albert, collectively;
- (i) “**Participating Student**” means a Student who is required by the terms of this Agreement to participate in the U-PASS Program and who has not been granted the right to opt out of the U-PASS Program in accordance with Articles 2.03 or 2.05 hereof, or an Exempt Student who has elected to participate in the U-PASS Program in accordance with Article 2.04 hereof;
- (j) “**Referendum**” means the referendum held during the period from March 7, 2007 to March 8, 2007, in which the members of the SU approved their support for the establishment of the U-PASS, subject to certain conditions;
- (k) “**School Term**” means the Fall Term or the Winter Term;
- (l) “**Student**” means any full-time or part-time undergraduate student who is enrolled in at least one course for credit at the University of Alberta for any School Term, and is assessed a non-instructional fee for membership in the SU;
- (m) “**Sustained System Wide Service Interruption**” means the cessation of all public transit service provided by the Edmonton Transit System for a period exceeding fourteen (14) consecutive calendar days;
- (n) “**Term**” means the term of this Agreement, as more particularly set forth in Article 12.01 hereof;
- (o) “**Trademarks**” has the meaning ascribed to it in Article 8.01 hereof;
- (p) “**U-PASS**” means a transit pass comprised of a valid University of Alberta photo identification card (commonly known as a ONEcard) with a valid sticker properly affixed thereto, or such other form of transit pass as the parties to the U-PASS Transit Agreement may from time to time adopt by written agreement, which transit pass is used in the U-PASS Program and entitles the holder thereof to unrestricted ridership on the transit systems operated by the Municipalities, on the terms and conditions set forth in this Agreement and the rules, regulations, policies or bylaws respecting ridership, as established and promulgated by each of the Municipalities or their respective transit agencies from time to time. All references in this Agreement to the “U-PASS” and the “U-PASS sticker” shall include any other form of transit pass to be used in lieu thereof, as adopted by the

parties to the U-PASS Transit Agreement from time to time as hereinbefore set forth;

- (q) “***U-PASS Fee***” means the fee described in Article 3.01 hereof;
- (r) “***U-PASS Program***” means the transportation program created by the U-PASS Transit Agreement, which program shall be deemed:
 - (i) an operating program or activity of the parties to the U-PASS Transit Agreement for the purposes of section 33(c) of the FOIPP Act; and
 - (ii) a common or integrated program or service for the purposes of section 40(1)(i) of the FOIPP Act;
- (s) “***U-PASS Transit Agreement***” means the agreement dated the ____ day of _____, 2007 between the University and the Municipalities; and
- (t) “***Winter Term***” means that School Term commencing January 1st and ending April 30th of any year in the Term.

ARTICLE TWO **PARTICIPATION**

2.01. Subject to Articles 2.02 to 2.05 hereof, inclusive, every Student other than an Exempt Student shall be required to participate in the U-PASS Program for each School Term, and shall be assessed a U-PASS Fee, on the terms and conditions set forth herein.

2.02. Only the following Students may opt out of the U-PASS Program:

- (a) Students who have a valid Disabled Adult Transit Service (DATS) registration, Strathcona County Accessible Transportation (SCAT) registration, or St. Albert Handibus registration;
- (b) Students who have a valid CNIB registration;
- (c) Students who are sixty-five years (65) of age or older; and
- (d) Students who are employed by the Edmonton Transit System, Strathcona County Transit or St. Albert Transit.

For greater certainty, Students are not eligible to opt out of the U-PASS Program by reason only that they reside outside of the transit service area then offered by the Municipalities, or any of them.

2.03. Subject to Article 4.03 hereof, any Student who believes that he may be eligible to opt out of the U-PASS Program pursuant to Article 2.02 hereof may apply in writing for the right to opt out of the U-PASS Program, as follows:

- (a) if the Student believes that he may be eligible to opt out of the U-PASS Program pursuant to Articles 2.02(a) or 2.02(b) hereof, the written application can be made to the University's Specialized Support and Disability Services Office; and
- (b) if the Student believes that he may be eligible to opt out of the U-PASS Program pursuant to Articles 2.02(c) or 2.02(d) hereof, the written application can be made to the University's Office of the Registrar.

2.04. An Exempt Student may elect to participate in the U-PASS Program for any School Term by submitting a written request (or an electronic request through the University's website should such a feature be then available and duly functioning) to the University's Office of the Registrar by September 30th for a Fall Term and January 31st for a Winter Term. Upon receipt of such request by the deadlines hereinbefore specified, the Exempt Student making the request shall be assessed the U-PASS Fee and upon payment of same, such Exempt Student shall be entitled to collect a U-PASS sticker.

2.05. Any and all appeals from the decisions made in respect of applications described in Article 2.03 hereof shall be dealt with in accordance with the applicable policies and procedures established by the University from time to time. Notwithstanding the foregoing, the University will not make any decisions contrary to the terms of this Agreement or the U-PASS Transit Agreement.

ARTICLE THREE **U-PASS FEE**

3.01. Each Participating Student shall be assessed a U-PASS Fee for each School Term as follows:

- (a) The U-PASS Fee shall be Seventy Five (\$75.00) Dollars for each of the 2007 Fall Term and the 2008 Winter Term; and
- (b) Thereafter, the U-PASS Fee shall be adjusted for each Academic Period (rounded to the nearest whole cent, with one-half of one cent being rounded up), as determined in accordance with the U-PASS Transit Agreement, it being understood that any percentage increase in the U-PASS Fee shall equal to the percentage increase, if any, in the average CPI for the then most recent calendar year, from the average CPI for the calendar year immediately preceding the then most recent calendar year, whereby the average CPI for any calendar year will be computed using the average monthly CPI for each month of said year, rounded to the nearest one decimal point.

3.02. The University shall collect the U-PASS Fee from each Participating Student in the course of collecting tuition and mandatory non-instructional fees and remit same to the Municipalities or the City of Edmonton, as the case may be, in accordance with the provisions of the U-PASS Transit Agreement.

ARTICLE FOUR **REFUNDS**

4.01. Except as otherwise herein expressly stated, the U-PASS Fee shall be nonrefundable.

4.02. In the event of a Sustained System Wide Service Interruption in a School Term, and provided the University is first reimbursed by the City of Edmonton as described in Article 4.02 of the U-PASS Transit Agreement, the U-PASS Fee shall be refundable to each Participating Student as follows: the refund to each Participating Student shall be equal to eighty (80%) percent of the U-PASS Fee paid by the Participating Student for the School Term in which the Sustained System Wide Service Interruption occurred, multiplied by the number of days of the Sustained System Wide Service Interruption, divided by the number of days in the said School Term. The University shall distribute any refund payable pursuant to this Article 4.02 within sixty (60) days of receiving the required funds from the City of Edmonton. The provisions of this Article 4.02 shall survive the expiry or termination of the Term.

4.03. Notwithstanding anything to the contrary and for greater certainty, the parties hereto agree that if a Student has collected a U-PASS sticker for the then current School Term prior to submitting the written application described in Article 2.03 hereof, said Student shall not be eligible to receive a refund of the U-PASS Fee for that School Term, it being understood that the Student shall retain ridership privileges until the expiry of the said U-PASS sticker.

ARTICLE FIVE **SERVICE ENTITLEMENT AND LEVELS**

5.01. In consideration of the U-PASS Fee and subject to Article 5.02 hereof, each Participating Student shall receive a U-PASS which shall, upon presentation of same by said student to a transit service operator, entitle said student to an unlimited use of the regular transit service offered by the Municipalities (including the Light Rail Transit) during the School Term for which the U-PASS Fee relates.

5.02. Notwithstanding Article 5.01 hereof, the U-PASS shall not entitle any Student to use the following transit services:

- (a) Any and all special event, contracted or charter transit services offered by any of the Municipalities, or any transit service for which regular transit fares do not apply, including without limitation, Football Park&Ride Service, Heritage Festival or Grand Prix transit service or contracted service supplied to outlying communities such as Spruce Grove, Morinville, Sturgeon County and Fort Saskatchewan;

- (b) Strathcona County Accessible Transportation (SCAT) service; and
- (c) St. Albert Handibus service.

5.03. The parties hereby acknowledge that it is the intent of the Municipalities to provide transit service throughout the Term. The parties hereby further acknowledge that subject to funding limits, the reasonable service standards established by each of the Municipalities' respective governing councils and the demands of all users of the Municipalities' respective transit systems, the Municipalities are entitled to determine the levels of transit service to be provided by their respective transit systems (having regard to any transit service concerns or requests for service level changes which the University, the SU or the GSA may from time to time submit to any of the Municipalities), and modify their respective transit routes and schedules.

5.04. In the event the University acting reasonably agrees that there has been a significant deficiency in the transit service provided by the Municipalities under the U-PASS Program, the University will use reasonable efforts to cooperate with the SU in addressing these concerns.

ARTICLE SIX

U-PASS

6.01. The U-PASS stickers shall be designed and produced in accordance with the provisions of the U-PASS Transit Agreement.

6.02. The University shall, at its sole cost and expense, distribute the U-PASS stickers to each Participating Student for each School Term. Provided that the parties hereto, acting reasonably, enter into an agreement in respect of the distribution of the U-PASS stickers, the SU shall, in accordance with the terms of said agreement, assist with the distribution of U-PASS stickers to Participating Students and graduate students participating in the U-PASS Program for each School Term through its information counters and any other suitable facilities, using internal control and reconciliation procedures established and communicated to it by the University (as such procedures may be amended by the University from time to time).

6.03. The University shall, at the time of distributing the U-PASS stickers, inform each Participating Student receiving a U-PASS in writing that:

- (a) The U-PASS is not valid until the U-PASS sticker is affixed to the proper location on the ONEcard;
- (b) The U-PASS is non-transferable and may only be used by the Student to whom the U-PASS is issued;
- (c) Edmonton Transit, Strathcona Transit and St. Albert Transit reserve the right to verify the validity of any Student's U-PASS;

- (d) A Student who fails to comply with the rules, regulations, policies and bylaws of Edmonton Transit, Strathcona Transit or St. Albert Transit respecting ridership may have his ridership privileges revoked without refund of the U-PASS Fee; and
- (e) Edmonton Transit, Strathcona Transit and St. Albert Transit reserve the right to modify their respective transit routes and schedules.

6.04. The University may from time to time replace a damaged U-PASS provided that such damaged U-PASS is first returned to the University by the Participating Student.

6.05. The University may from time to time replace a lost or stolen U-PASS sticker in accordance with its policies, as may be amended by the University from time to time, provided that:

- (a) the University has not, prior to replacing the lost or stolen U-PASS sticker, received any notification or information from any of the Municipalities which evidences the revocation of ridership privileges for the Participating Student seeking the replacement;
- (b) any such replacement is made only after obtaining from said Participating Student, a signed representation that such student's U-PASS sticker was not confiscated for cause by any of the Municipalities; and
- (c) the Participating Student seeking the replacement has paid to the University the U-PASS Fee for such replaced U-PASS sticker.

ARTICLE SEVEN **U-PASS PROMOTION**

7.01. The University shall inform its administrative employees involved with the issuance of U-PASS stickers or the administration of the U-PASS Fee of the U-PASS Program and their specific duties and responsibilities respecting the U-PASS Program. The University will have resources available to address and handle student inquiries regarding the administration of the U-PASS.

7.02. The SU shall inform all SU employees, staff, volunteers, representatives and agents involved with the U-PASS of the U-PASS Program and their specific duties and responsibilities respecting the U-PASS Program. The SU will have resources available to address and handle student inquiries regarding the U-PASS Program and exemptions from the U-PASS Program.

7.03. The University shall provide U-PASS information on its website and the SU shall provide a link from the SU's website to the University's website. The parties hereto may advertise or promote the U-PASS from time to time at their own discretion and expense.

ARTICLE EIGHT
USE OF TRADEMARKS

8.01. The parties hereto acknowledge that each of them has a proprietary interest in their respective names and certain symbols, crests, designs and logos (“Trademarks”) and each party hereto hereby agrees not to use the other party’s Trademarks without the prior written consent of that party for each occurrence of proposed usage.

8.02. Each party hereto agrees to provide a written response to a written request for use of any of its Trademarks by the other party hereto within five (5) business days of receipt of said request.

8.03. Notwithstanding anything to the contrary, each party hereto agrees that it will not, at any time, use the other party’s Trademarks in a manner that may adversely affect the rights or interests of that other party in or to its Trademarks or cause a negative impact on the reputation or image of that other party.

ARTICLE NINE
TRANSPARENCY AND COOPERATION

9.01. Subject to agreement by the Municipalities under the U-PASS Transit Agreement, the SU shall be entitled to have a representative of its choosing in attendance at all meetings between the University and the Municipalities at which the U-PASS Transit Agreement, proposed amendments to the U-PASS Transit Agreement or re-negotiations of the U-PASS Transit Agreement is discussed.

9.02. The University agrees to copy the SU on key correspondence that it delivers to the Municipalities (or any of them) which in any way relates to the U-PASS Transit Agreement. The University further agrees to forward to the SU correspondence of which the Municipalities are required to provide the SU a copy pursuant to Article 10.02 of the U-PASS Transit Agreement.

9.03. Subject to agreement by the Municipalities under the U-PASS Transit Agreement, the SU shall be entitled to have one (1) representative on the Committee (as that term is defined in the U-PASS Transit Agreement), provided however that such representation shall be for the purpose of providing input, recommendations and advice only in accordance with the terms and conditions of the U-PASS Transit Agreement.

ARTICLE TEN
REFERENDUM

10.01. The SU hereby represents and warrants as follows:

- (a) The SU has the authority to enter into and comply with the terms and conditions of this Agreement;
- (b) The Referendum was duly conducted in accordance with the constitution and by-laws of the SU; and

- (c) As of the date of execution of this Agreement by the SU, the SU has no knowledge of any challenge or potential challenge to the Referendum or the SU's authority granted thereunder that, if successful, would jeopardize or otherwise affect the U-PASS Program or this Agreement.

10.02. The SU will advise the University of any proposed referendum that may jeopardize or otherwise affect the U-PASS Program or this Agreement within ten (10) business days of the SU having knowledge of same.

10.03. The SU will advise the University of any challenge or potential challenge to the Referendum or the SU's authority granted thereunder that, if successful, would jeopardize or otherwise affect the U-PASS Program or this Agreement within ten (10) business days of the SU having knowledge of same.

ARTICLE ELEVEN

LIMITATION OF LIABILITY

11.01. The SU hereby agrees that the University shall not be liable for any claims, costs or damages incurred or suffered by the SU, its employees, staff, volunteers, representatives or agents as a result of the performance or non-performance by the SU of its obligations under this Agreement, the performance or non-performance by the GSA of its obligations under the GSA Transit Agreement, the performance or non-performance by any or all of the Municipalities of their obligations under the U-PASS Transit Agreement, the acts or omissions of transit service operators or any other employees of any of the Municipalities, the occurrence of a Sustained System Wide Service Interruption or any other interruption or inefficiency of any service offered by any of the Municipalities or any action of or any property damage or personal injury caused by any student of the University of Alberta using the transit services operated by any of the Municipalities.

11.02. The University hereby agrees that the SU shall not be liable for any claims, costs or damages incurred or suffered by the University, its employees, staff, representatives or agents as a result of the performance or non-performance by the University of its obligations under this Agreement, the performance or non-performance by the GSA of its obligations under the GSA Transit Agreement, the performance or non-performance by any or all of the Municipalities of their obligations under the U-PASS Transit Agreement, the acts or omissions of transit service operators or any other employees of any of the Municipalities, the occurrence of a Sustained System Wide Service Interruption or any other interruption or inefficiency of any service offered by any of the Municipalities or any action of or any property damage or personal injury caused by any student of the University of Alberta using the transit services operated by any of the Municipalities.

11.03. The provisions contained in Articles 11.01 and 11.02 hereof shall survive the expiry or termination of the Term.

ARTICLE TWELVE
TERM AND TERMINATION

12.01. The Term shall commence on the date hereof and shall remain in force until this Agreement is duly terminated in accordance with the provisions of this Agreement.

12.02. This Agreement shall terminate on the expiration or termination of the U-PASS Transit Agreement.

12.03. The University may terminate this Agreement at any time by providing the SU with at least nine (9) months written notice of termination, if the University, acting reasonably, decides that it will no longer be able to, or it is no longer desirable for it to, devote sufficient financial resources to the U-PASS Program.

12.04. The SU may terminate this Agreement by providing the University with at least four (4) months written notice that the SU has been authorized, by a referendum duly conducted in accordance with the constitution and by-laws of the SU, as may be amended from time to time, to terminate this Agreement.

12.05. Notwithstanding anything to the contrary, the effective date of any termination of this Agreement shall correspond with the end of an Academic Period.

ARTICLE THIRTEEN
DISPUTE RESOLUTION

13.01. In the event of any dispute arising between the parties hereto relating to the interpretation or implementation of any of the provisions hereof or any matter arising out of this Agreement or as to the performance of any obligation hereunder, said dispute shall be resolved by arbitration, conducted by one arbitrator. The parties will agree on the arbitrator, failing which agreement, any party hereto may apply to any Judge of the Queen's Bench of the Province of Alberta for an order appointing and naming an arbitrator. Any arbitration will be conducted in accordance with the *Arbitration Act* (Alberta), provided that the arbitration is held in the City of Edmonton and the arbitrator's decision shall be final and binding upon the parties. The cost of any arbitration shall be paid as directed by the arbitrator.

13.02. If any dispute has not been determined by the arbitrator within sixty (60) days of the appointment of the arbitrator or such longer period as the parties hereto may agree, then any party hereto may at any time thereafter, but before a determination is made by the arbitrator, resort to the courts having jurisdiction to determine the dispute, and upon the commencement of an action for this purpose, the jurisdiction of the arbitrator in respect of the dispute shall cease.

13.03. Pending the decision of the arbitration or action, the U-PASS Program shall continue and remain effective.

ARTICLE FOURTEEN
NOTICES

14.01. All notices or communications required or permitted to be given hereunder shall be in writing and shall be delivered in person, faxed or sent by registered mail, postage pre-paid, to the University or the SU at the addresses or fax numbers indicated below:

(a) The University: 1-3H University Hall
University of Alberta
Edmonton, Alberta T6G 2J9

Attention: Vice-President (Facilities and
Operations)

Fax: 780.492.1439

(b) The SU: Suite 2-900 Students' Union Building
University of Alberta
Edmonton, Alberta T6G 2J7

Attention: Students' Union President

Fax: 780.492.4643

Every such notice shall be deemed to have been received upon the date of actual delivery, if delivered in person or by fax during normal business hours, upon the first (1st) business day after delivery, if delivered in person or by fax after normal business hours, and upon the third (3rd) business day after mailing, if sent by registered mail. In the event of a disruption or threatened disruption in the Canadian postal system or its operation in Edmonton, all notices shall be delivered in person or by fax to the above addresses or fax numbers. Either party may, from time to time, by notice to the other in accordance with the herein provisions, change its address for the purpose of any subsequent notice.

ARTICLE FIFTEEN
GENERAL

15.01. Words importing the singular include the plural and vice versa and words importing gender include all genders.

15.02. The headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

15.03. Nothing herein contained shall be construed or deemed to create a joint venture or a partnership relationship between the parties hereto, or authorize one party to act as agent for the other.

15.04. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party hereto without the prior written consent of the other party.

15.05. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether oral or written.

15.06. No modification or amendment to this Agreement shall be binding unless made in writing and executed by authorized representatives of the parties hereto.

15.07. This Agreement shall be governed by the laws in force in the Province of Alberta and the parties hereto hereby attorn to the jurisdiction of the courts in the Province of Alberta.

15.08. If any provision of this Agreement is held to be invalid or unenforceable, the remainder shall remain valid and enforceable to the fullest extent permitted by applicable law.

15.09. Any waiver by any party hereto of the strict performance of any term or condition in this Agreement shall not constitute a waiver of any other term or condition nor shall it be deemed a waiver of any subsequent breach of the same or of any other term or condition in this Agreement.

15.10. The parties agree that each of them shall execute and deliver such further documents and assurances, and take such further action as may be reasonably necessary from time to time, to carry out the terms of this Agreement.

15.11. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

15.12. Time is of the essence of this Agreement.

15.13. This Agreement may be executed in counterparts and any one of such counterparts need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement. The delivery of a facsimile copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement, provided however, the party delivering a facsimile copy shall deliver the originally executed counterpart of this Agreement as soon as possible after delivering the facsimile copy.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

THE GOVERNORS OF THE UNIVERSITY OF ALBERTA

Signature of Authorized Officer

Printed Name of Authorized Officer

Position of Authorized Officer

THE STUDENTS' UNION, THE UNIVERSITY OF ALBERTA

Per: _____

Per: _____

THE STUDENTS' UNION OF THE UNIVERSITY OF ALBERTA

POLITICAL POLICY STATEMENT

*Policy Number:***1**

Effective Date: **August 8, 2006**

Page **1** *of* **2**

Expiration Date: **April 30, 2010**

Responsibility for Policy:

External Policy Committee

Subject Matter - *Category:*

POLITICAL POLICY (GENERAL)

- *Specific:*

- *Topic:*

Affordable Universal Transit Pass

WHEREAS a clear majority of Students' Union members voted in March of 2004 to support a Universal Transit Pass through a campus-wide referendum;

WHEREAS a Universal Transit Pass will present undergraduate students with significantly more affordable access to public transit;

WHEREAS the Universal Transit Pass will improve the student experience and better serve students' needs;

WHEREAS Universities and Students' Unions across Canada and the United States have successfully implemented affordable Universal Transit Pass programs;

WHEREAS in addition to the tangible improvements for access and affordability, a Universal Transit Pass can help reduce reliance on automobiles and thus reduce greenhouse gases and free up campus parking areas for academic or green purposes.

BE IT RESOLVED that the University of Alberta Students' Union negotiate with the regional municipalities and transit services and the University of Alberta to establish the terms of an affordable Universal Transit Pass for Students' Union members subject the following conditions:

- a) the municipalities must cover all capital costs associated with the program;
- b) the cost of additional transit service to accommodate new transit users be subsidized by the normal amount of other municipal transit services;
- c) a fair annual cost-escalator provision will be created;
- d) the municipalities and the university will contribute financially to the project on an ongoing basis commensurate with benefits to the wider and campus communities, and the transit system;

Policy History:

Reference/Vote

Created SC06-05/5a (i)

Board/Committee

EPC

Date of Council Approved

July 11,2006 SC06-08/6b

e) that the final cost brought forward in a Students' Union referendum be the direct cost per-student, plus optionally an inflation indexed amount per-term to cover a subsidy program and administrative costs, if necessary.

Policy History:
Reference/Vote
Created SC06-05/5a (i)

Board/Committee
EPC

Date of Council Approved
July 11,2006 SC06-08/6b

THE STUDENTS' UNION OF THE UNIVERSITY OF ALBERTA

OPERATING POLICY STATEMENT

<i>Policy Number:</i> 9.29	<i>Effective Date:</i> July 9, 2007
<i>Responsibility for Policy:</i>	Students' Council
<i>Subject Matter</i> - <i>Category:</i>	OPERATING POLICY (GENERAL)
- <i>Specific:</i>	PERSONNEL
- <i>Topic:</i>	Year-end Reports

Introduction:

Year-end reports are crucial in an organization where leadership of individual units as well as that of the entire organization change on a yearly basis. These reports serve to help transition new term staff, as well as provide written records on the issues, actions, and results from year to year. Each report should strive to provide all of these things as a minimum.

Policy:

- 9.29.1 Year-end reports shall be completed by
- a) term employees such as the Executive, Service Directors and Associate Vice Presidents
 - b) Senior Management, to encompass their entire departments
 - c) the General Manager
 - d) the Executive Assistant
 - e) the Speaker of Students' Council
- 9.29.2 Year-end reports shall contain at minimum
- a) a summary of all major issues faced during the year, separated under headers
 - b) ongoing issues that new staff will be required to face
 - c) roles and responsibilities above and beyond the standard job description as reference for later in time
 - d) goals for the year:
 - goals accomplished
 - goals not accomplished, reason(s) why and future recommendations

History:	Date	Board/Committee	Council Approval
Created	July 4/07	Executive Committee	July 24/07
Updated			

9.29.3

Enforcement

- a) All reports shall be submitted by April 20th of each year for the May 1st -April 30th term preceding it.
- b) Until the report is received and acknowledged as complete by the Executive Assistant, who will immediately advise the Personnel Manager of such, \$100 shall be withheld from the final paycheck of that person.
- c) As contracts come up for renewal, the General Manager shall ensure that the stipulations of this policy are written into those contracts as follows:

“The Employee agrees that if he/she has not provided a final report to the Employer as described above in Section 2(a) on or before April 20 of the relevant year, the Employer shall be entitled to withhold \$100.00 from the final sum owing to the Employee, which sum shall be paid to the Employee once the final report is received”.

History:
Created
Updated

Date
July 4/07

Board/Committee
Executive Committee

Council Approval
July 24/07

Chris Lê, Vice President (Student Life)

Council Report 06

24 July 2007

Hello Council,

I've been to interesting meetings over the past weeks. If you have questions, let me know!

- ❑ **Non-Academic Advocacy Strategy:** I spent a full afternoon with Chris Henderson, the University Affairs Officer, planning priorities and goals with the various advisory groups that the VPSL attends. We also spoke about ECOS and its new mandate as it relates to the SU.
- ❑ **Microwaves:** I met with Lorraine Ericksson, the Manager of Support Services in Ancillary Services, about putting microwaves on campus. Aramark already supplies a number of microwaves near their outlets, but I want to have them in areas with high student traffic. Lorraine is investigating permission from the various facilities. I am arranging the details for the maintenance, clean up, and security.
- ❑ **Edmonton Alliance of Students (EAS) Lobby Meeting:** Steve Dollanky and I, along with student executives from Grant MacEwan and NAIT, met with city councillors about the housing crunch and public transit. The councillors welcomed this joint effort from Edmonton's three largest campuses and received our recommendations with interest. We had very good discussions about secondary suites and the post secondary education bus pass.
- ❑ **Sustainability Stakeholder Input:** The University sought input from various stakeholders about their perspective about sustainability, particularly providing vision and principles. Lisa Dockman, the ECOS Director, and Chris Henderson did great work preparing the SU's input.
- ❑ **WoW:** I brought the WoW budget in response to questions from Council. Please come see me if you'd like to look at it.
- ❑ **SL Services Advisory Committee:** We're still revising the Safewalk survey. I have met with Diane Nhan, the Director of the Student Distress Centre, and formed the draft of the Student Distress Centre survey.
- ❑ **Vacation time:** I will be away from the office from 30 July until 15 August. I will be back on 16 August.

VPX Report to Council – July 24, 2007
Steven Dollansky

Greetings Council,

Here's an update from your friendly neighborhood VP External:

1. Edmonton's best ever city council lobby meeting – NAIT, MacEwan and ourselves hosted five (yep that's right FIVE) city councilors to lunch last Tuesday. We had a very productive chat about important issues for students. There was interesting discussion on U-Pass, housing, transit expansion, and residences which was very encouraging and I'd like to thank the other schools for their involvement. It went well. (Gerry and his catering team were a big plus also!)
2. Media – We've had another good week with the media receiving hits from the St. Albert Gazette, CityTV, and VP Le on the front cover of the Globe and Mail. We hope to try and make a push to receive some attention in the coming weeks with regards to the Edmonton Student Alliance and the back to school housing crunch.
3. Campaign 'o copia – We have began the initial stages of developing the CAUS campaign. Our marketing department will be putting in a proposal for the chance to do the design work, but it will be up to CAUS members to decide where we go with our business. I'll be arguing on their behalf to ensure we get the best quality product that we can. We have also started working on messages for our municipal election campaign and a provincial campaign done with the institution. Then there is always the question of whether or not we will attempt a national campaign.
4. EPC (the best of the policy committees... yea that's right Bobby you heard me) - EPC has started it's assessment of federal lobbying strategies, but the real meat of the discussion will begin upon the return of David from the magical land of our other official language. Policy review has started as well which you will see on the order paper.
5. Public to the Interest to the Alberta – material generation has started for the PIA campaign... we're proposing edits so I will show you the finished product when we get it!
6. Federal Lobbying from afar – I'm finishing up with my federal MP blitz 07 having met with four of the eight Edmonton MPs. Got any questions... ask me about it.
7. Who's Pass – well the complaints have begun... but thus far nothing too serious. We are meeting with the University to discuss a communications strategy to help get this off the ground. We've had great support from the U thus far and are positioned well for implementation.
8. Upcoming meetings:
 - a. July 20 – Mike Lake (MP Edmonton-Mill Woods-Beaumont)
 - b. July 20 – James Rajotte (MP Edmonton-Leduc)
 - c. July 23 – Mr. Scott Nicol (Student Councilor)
 - d. July 23 – Laurie Hawn (MP Edmonton-Centre)
 - e. July 25 – John Williams (MP Edmonton-St. Albert)
 - f. July 26 – CAUS in Calgary
 - g. July 27 – Advocacy Director Interviews
 - h. Aug. 7 – Rahim Jaffer (Edmonton-Strathcona)
 - i. Aug. 9 – Karen Wichuk (External Relations)

I will just leave it at that for now. If you have any questions that require more explanation than you can get in a meeting, email or stop by the office. Have a great meeting.

Cheers,
Steven Dollansky
VPX

STUDENTS' COUNCIL VOTES AND PROCEEDINGS

Tuesday, July 10, 2007
Council Chambers 2-1 University Hall

VOTES AND PROCEEDINGS (SC 2007-06)

2007-06/1 SPEAKER'S BUSINESS

2007-06/1a Meeting called to order at 6:05 PM

2007-06/4 QUESTION PERIOD

2007-06/2 PRESENTATIONS

2007-06/2a Powerplant Presentation- Presented by Eamonn Gamble and Michael Janz.
Sponsored by Eamonn Gamble.

GAMBLE/DOLLANSKY MOVED THAT the Powerplant Presentation be presented

DOLLANSKY/PAYNE MOVED IN-CAMERA

Speaker's List: Dollansky

Motion: CARRIED

ERUVBETINE/MORIN MOVED EX-CAMERA

2007-06/5 BOARD AND COMMITTEE REPORTS

2007-06/5b(i) **ERUVBETINE/DOLLANSKY MOVED THAT** Students' Council, upon the recommendation of the Council Administration Committee censure the Chair of the Grant Allocation Committee.

ERUVBETINE/DOLLANSKY MOVED TO withdraw

Motion: CARRIED

2007-06/6 GENERAL ORDERS

2007-06/6a **GAMBLE/LEWIS MOVED THAT** the ABM provider contracts be approved

GAMBLE/NICOL MOVED IN-CAMERA

GAMBLE/DOLLANSKY MOVED EX-CAMERA

ERUVBETINE/DOLLANSKY MOVED TO reconsider Question Period

Motion: CARRIED

2007-06/4

QUESTION PERIOD

LEWIS/TOK MOVED TO adjourn

Motion: CARRIED

Meeting adjourned at 7:27 PM