

STUDENTS' COUNCIL

Tuesday June 8, 2010
Council Chambers 2-1 University Hall

ORDER PAPER (SC 2010-04)

- 2010-04/1 SPEAKER'S BUSINESS
- 2010-04/1a Announcements – The next meeting of Students' Council will take place on Tuesday, June 22, 2010
- 2010-04/2 PRESENTATIONS
- 2010-04/2a Introduction to the ISSS- Presented by Dustin Chelen. Sponsored by James Eastham, VP Academic.
- 2010-04/3 EXECUTIVE COMMITTEE REPORT
- 2010-04/4 BOARD AND COMMITTEE REPORTS
- 2010-04/5 QUESTION PERIOD
- 2010-04/6 BOARD AND COMMITTEE BUSINESS
- 2010-04/6a **EASTHAM MOVES THAT** Students' Council, on the recommendation of the VP External and the Council Administration Committee, appoint Jaiman Chin, Emerson Csorba and Amissa Jablonski to the University of Alberta Senate.
- 2010-04/7 GENERAL ORDERS
- 2010-04/7a **TIGHE MOVES THAT** Students' Council ratify the 2010 SU Transit agreement between the Governors of the University of Alberta and the University of Alberta Students' Union
- Please see document SC 10-04.01
- 2010-04/7b **TIGHE MOVES THAT** Students' Council appoint two (2) counselors to the Health Centre Advisory Group
- 2010-04/8 INFORMATION ITEMS
- 2010-04/8a Nick Dehod, President- Report
- Please see document SC 10-04.02

2010-04/8b Rory Tighe, Vice President, Student Life- Report

Please see document SC 10-04.03

2010-04/8c Votes and Proceedings

Please see document SC 10-04.04

2010 SU TRANSIT AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 2010.

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 entered into the 2007 U-Pass Transit Agreement for the purposes of piloting a transportation program that, among other things, would 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. The University and the SU entered into the 2007 SU Transit Agreement which set forth the University’s and the SU’s respective rights and obligations in respect of said transportation program, and the University and the GSA entered into the 2007 GSA Transit Agreement which set forth the University’s and the GSA’s respective rights and obligations in respect of said transportation program;

C. The 2007 U-Pass Transit Agreement, the 2007 SU Transit Agreement and the 2007 GSA Transit Agreement expire on April 30th, 2010;

D. The University and the Municipalities have entered into the 2010 U-Pass Transit Agreement in order to continue with the U-Pass Program on the terms and conditions set forth therein;

E. The University and the GSA have entered into the 2010 GSA Transit Agreement to set forth the University’s and the GSA’s respective rights and obligations in respect of the U-Pass Program; and

F. 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) “**2007 GSA Transit Agreement**” means the agreement dated the 25th day of July, 2007 between the University and the GSA;
 - (b) “**2007 SU Transit Agreement**” means the agreement dated the 25th day of July, 2007 between the University and the SU;
 - (c) “**2007 U-Pass Transit Agreement**” means the agreement dated the 25th day of July, 2007 between the University and the Municipalities;
 - (d) “**2010 GSA Transit Agreement**” means the agreement dated the ____ day of _____, 2010 between the University and the GSA;
 - (e) “**2010 U-Pass Transit Agreement**” means the agreement dated the ____ day of _____, 2010 between the University and the Municipalities;
 - (f) “**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;
 - (g) “**Exempt Student**” for any School Term means a Student who is not enrolled in any course for credit located on a University of Alberta campus within any of the Municipalities for that School Term;
 - (h) “**Fall Term**” means that School Term commencing September 1st and ending December 31st of any year in the Term;
 - (i) “**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;
 - (j) “**GSA**” means The Graduate Students’ Association of The University of Alberta;
 - (k) “**Municipalities**” means the City of Edmonton, Strathcona County and the City of St. Albert, collectively;
 - (l) “**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 2.04 hereof, or an Exempt Student who has been granted approval to participate in the U-Pass Program in accordance with Article 2.05 hereof;

- (m) “**Referendum**” means the referendum held during the period from March 3, 2010 to March 4, 2010, in which the members of the SU approved their support for the continuation of the U-Pass, subject to certain conditions;
- (n) “**School Term**” means the Fall Term or the Winter Term;
- (o) “**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;
- (p) “**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;
- (q) “**Term**” means the term of this Agreement, as more particularly set forth in Article 12.01 hereof;
- (r) “**Trademarks**” has the meaning ascribed to it in Article 8.01 hereof;
- (s) “**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 2010 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 2010 U-Pass Transit Agreement by written agreement from time to time as hereinbefore set forth;
- (t) “**U-Pass Fee**” means the fee described in Article 3.01 hereof;
- (u) “**U-Pass Program**” means the transportation program governed by the 2010 U-Pass Transit Agreement, which program shall be deemed:
 - (i) an operating program or activity of the parties to the 2010 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;

- (v) “*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) a Student who has a valid Disabled Adult Transit Service (DATS) registration, Strathcona County Accessible Transportation (SCAT) registration, or St. Albert Handibus registration; and
- (b) a Student who has a valid CNIB registration; and
- (c) a Student who is also currently an employee of a transit system owned and operated by any of the Municipalities and is able to provide written confirmation on official letterhead of their employment at the beginning of each School Term, and
- (d) 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, and who is:
 - (i) 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, and who is also
 - (ii) fulfilling their course requirements outside the boundaries of the Municipalities for the majority of that School Term; and
- (e) 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.

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 to:

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

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 or the Office of the Registrar, as the case may be, in accordance with such office's respective policies and procedures.

2.04. 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 2010 U-Pass Transit Agreement.

2.05 An Exempt Student may submit, to the University’s Office of the Registrar, a written request to participate in the U-Pass Program for any School Term. Upon receipt of a sufficient number of requests by Exempt Students whom together may constitute one or more appropriate groups of Exempt Students (as determined by the University in its sole discretion, acting reasonably), the University may apply to the Municipalities for the inclusion of one or more groups of such Exempt Students by submitting a written request for consideration. Such requests will be considered by the Municipalities without unreasonable delay, provided that:

- (a) the group is represented by an elected governing body and the request is representative of the majority of the Students in the requesting group;
- (b) the request is received by the Municipalities by May 1st for a Fall Term and September 1st for a Winter Term;
- (c) the request, if approved, shall apply to all Students who are members of such group for the remainder of the Term; and
- (d) all Municipalities, acting reasonably, agree in writing to the inclusion of the requesting group.

Upon the University receiving any written approval by the Municipalities to the inclusion of the requesting group, all Students who are members of such group shall be assessed

the U-Pass Fee and upon payment of same, such Students shall be entitled to collect a U-Pass sticker.

ARTICLE THREE
U-PASS FEE

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

- (a) Ninety One Dollars and Sixty-Seven Cents (\$91.67) for each of the 2010 Fall Term and the 2011 Winter Term;
- (b) One Hundred Four Dollars and Seventeen Cents (\$104.17) for each of the 2011 Fall Term and the 2012 Winter Term; and
- (c) One Hundred Sixteen Dollars and Sixty-Seven Cents (\$116.67) for each of the 2012 Fall Term and the 2013 Winter Term.

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 2010 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 2010 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-four (84%) 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, it being agreed that said proportion of eighty-four (84%) percent shall be subject to adjustment from time to time, such that said proportion shall correspond with The City of Edmonton's share of the U-Pass Fee pursuant to a regional revenue sharing agreement between the Municipalities, as may be amended from time to time. 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 but subject to Article 4.04 hereof, 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.

4.04 Notwithstanding anything to the contrary, in the event that a Participating Student dies or is declared to be deceased during a School Term, provided the University shall retain copies of appropriate documentation for audit purposes, the University may refund to the estate of such Participating Student the payment received by the University on account of the U-Pass Fee assessed for such Participating Student.

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 2010 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) any such replacement is made only after obtaining from the Participating Student seeking a replacement U-Pass sticker, a signed representation that such Participating Student's U-Pass sticker was not confiscated for cause by any of the Municipalities;

- (b) the Participating Student seeking the replacement has paid to the University the U-Pass Fee for such replaced U-Pass sticker; and
- (c) if, after issuing a replacement U-Pass sticker to a Participating Student, the University receives notice from any of the Municipalities that ridership privileges for such Participating Student had been revoked prior to said issuance of the replacement U-Pass sticker, the University shall be entitled to recover and confiscate, and the SU shall use its best efforts to assist the University to recover and confiscate, such issued replacement U-Pass sticker from such Participating Student.

6.06 The parties hereto acknowledge and agree that all U-Pass stickers remain the property of The City of Edmonton, including those affixed to any University of Alberta photo identification card (commonly known as a ONEcard).

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 2010 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 2010 U-Pass Transit Agreement, proposed amendments to the 2010 U-Pass Transit Agreement or re-negotiations of the 2010 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 2010 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 2010 U-Pass Transit Agreement.

9.03. Subject to agreement by the Municipalities under the 2010 U-Pass Transit Agreement, the SU shall be entitled to have one (1) representative on the Committee (as that term is defined in the 2010 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 2010 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 2010 GSA Transit Agreement, the performance or non-performance by any or all of the Municipalities of their obligations under the 2010 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 2010 GSA Transit Agreement, the performance or non-performance by any or all of the Municipalities of their obligations under the 2010 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 2010 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, this Agreement and the terms and conditions herein contained shall in all other respects continue and remain effective, provided however that the provisions contained in this Article 13 shall survive any termination or expiration of the Term.

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: _____

June 8th, 2010

To: Students' Council

Re: Report to Students' Council

Hi Council,

By the time you have read this, Council retreat will have passed and I will be in PEI for the CASA Policy & Strategy Conference. So far my term has been very external heavy and the next few weeks will be no exception. I will be back in the office on Tuesday, June 15th. Then after two days in the office, I'll be leaving again on Wednesday evening for a CAUS meeting in Lethbridge returning on June 17th in the evening and back in the office on the 18th.

CASA Policy & Strategy Conference

Since the last Council meeting, a large percentage of my time has been spent reading documents and preparing for the CASA Policy & Strategy Conference. Our transition in Calgary a few weekends ago was a helpful introduction to CASA however there is still numerous policies and issues to become more familiar with. Vice President Murphy is particularly interested in tax credits as well the financial grants available to students. I'm look forward to a productive week in PEI and mapping out what our advocacy efforts will look like at a federal level for the coming year.

Copyright Amendment Act (Bill C-32)

Speaking of federal lobbying, after having a preliminary look at the proposed Copyright Bill, we can conclude that two years of focused lobbying on making changes to copyright to benefit students have been effective. The new bill includes a massive exception from copyright infringement for educational purposes, which was one of our major lobbying points and was largely championed by the U of A SU for the last two years.

Social Justice Initiatives

I had a preliminary meeting with the President of the Student Umbrella for Social Justice and President of Make Poverty History to discuss opportunities to collaborate in the coming year. Most of our discussion focused on how to approach student engagement and increase student involvement and interest in the SU and social justice campaigns. I hope to have a follow-up meeting sometime when I'm back to better understand SUSJ's

SUB 2-900 Office Revitalization

The office shuffling and painting is close to being completed. One of the final remaining pieces is creating a staff lounge in the former AVP pod space. I'd like to thank our facilities staff for all of their work with this project. They are incredibly quick and efficient.

Sustainability Signage

This is a project that Vice President Fentiman and I started last May and after over a year of several delays, it has finally come to fruition. If you have not seen the signage yet, check-out the sustainability signage on the main floor next time you're in SUB.

University Staff Layoffs/Voluntary Retirements

At the last General Faculties Council meeting, an update was provided on the number of staff that have been involuntarily laid off or participated in the Voluntary Retirement Incentive Program (VRIP). As it stands, there have been 43 involuntary layoffs and 181 staff members participating in the VRIP. It has been indicated that likely these numbers will change yet over the summer and I will keep council informed as we get more information.

Vacation Time

For council's information, I will be out of the office for the week of June 28th to July 2nd and July 5th to 9th, returning to the office on July 12th. **Please get in contact with me as soon as possible if you have any concerns or items that require discussion.**

If you have any further questions, suggestions, or concerns, please do not hesitate to follow-up with me, either in person at SUB 2-900, by phone at 780-492-4236, or by email at president@su.ualberta.ca.

"to hell with circumstances, I create opportunities" – Bruce Lee

Prepared by: Rory Tighe, Vice President (Student Life)

To: Students' Council 2010/2011

Health & Dental Plan

I am meeting with Student Care again tomorrow to talk about the Health and Dental Plan committee as well as the policies affecting the UASU Health and Dental Plan. I hope to meet with the committee in full sometime in late June or early July.

Programming

Week of Welcome themes have been narrowed down to three and marketing is currently working on some mock-ups to aid the Student Life Events' Committee in their choice. We are currently working on a schedule for the other events that we plan on running this year. We have also struck a planning committee consisting of the major SU stakeholders involved in first week events in order to align the vision and planning of Week of Welcome, Orientation, and Student Groups' Fair.

U-Pass

I will be talking about the agreement during Council this week. I will be looking into the possibility of a Spring/Summer U-pass over the next couple of months.

Student Services

I am sitting on a committee to review the University Student Services. The Dean of Students is looking at some possible physical changes to the Student Service space as well as some structural changes in the way the services work. The goal is to find efficiencies and align the vision of the different services in a way that will improve their function and use.

Student Engagement

I have set up a meeting with the Dean of Students to discuss the Student Engagement addendum to the University's academic plan that he is writing. More to come on the results of this in future council meetings.

Food Service Provider Selection

I gave a presentation alongside the Lister Hall Students' Association (LHSA) President to the directors of Ancillary Services on what our vision is for food service on campus. A large portion of the conversation right now is focused around Residence dining but later in the summer the conversation will broaden to encompass the rest of campus.

Residences

I am currently involved in a series of discussions surrounding Residence Services. I have requested and been told I will receive a governance structure including reporting lines and committees. This should help us push for more student consultation within Residence Services. I am also pushing for better representation of Residence Student Staff in negotiations regarding

wage and job security. I will be working with the Residence' Halls' Association (RHA) President as well as the LHSA President on these initiatives.

Please let me know if you have any questions. Ask during council, stop by the office, or send me an email at vp.studentlife@su.ualberta.ca

STUDENTS' COUNCIL VOTES AND PROCEEDINGS

Tuesday May 25, 2010
Council Chambers 2-1 University Hall

VOTES AND PROCEEDINGS (SC 2010-03)

- 2010-03/1 **SPEAKER'S BUSINESS**
- 2010-03/1a Announcements – The next meeting of Students' Council will take place on Tuesday, June 8, 2010
- 2010-03/3 **EXECUTIVE COMMITTEE REPORT**
- Nick Dehod, President- Oral Report
- 2010-03/7 **GENERAL ORDERS**
- 2010-03/7a **TURNER/KAAI MOVES THAT** Students' Council appoint one (1) member to the Council Administration Committee.
- Nominations: Ferguson
- Nominations closed
- Appointed: Ferguson
- 2010-03/7b **EASTHAM MOVES THAT** Students' Council appoint one (1) member to the CBAS
- Nominations: Gordon
- Nominations closed
- Appointed: Gordon
- 2010-03/4 **BOARD AND COMMITTEE REPORTS**
- Thomas L'Abbe', Elections Review Committee Chair- Oral Report
- Craig Turner, CAC Chair- Oral report
- 2010-03/5 **QUESTION PERIOD**
- 2010-03/6 **BOARD AND COMMITTEE BUSINESS**
- 2010-03/6a **KUSMU/KAAI MOVE THAT** Students' Council, on the recommendation of the

Council Administration Committee, approve Bill 2 in first reading.

Principle:

1. Chairs of Standing Committees shall be elected in the style of the Students' Union Executive Elections.

Speakers List: Kusmu, Eastham, L'Abbe, Fentiman, Ross, Turner, Cox, Seth, Tighe, Iskandar

EASTHAM/MURPHY MOVED TO amend the motion to read:

1. Chairs of Standing Committees shall be elected by preferential ballot.

TURNER/ROSS MOVED TO amend the amendment to read:

1. Chairs of Standing Committees shall be elected using the balloting procedures outlined in Bylaw 2000.

Amendment: CARRIED

Main Amendment: CARRIED

Motion: CARRIED

Recess at 7:00pm

Meeting called back to order at 7:10pm

2010-03/7

GENERAL ORDERS

2010-03/7c

FENTIMAN MOVES THAT Students' Council adopt Bill #3 in first reading based on the following principles:

- That council recognize the World University Service of Canada Refugee Student Program Dedicated Fee Unit Board as proposed in LA 10-03.02.
- That the distribution of WUSC funding be updated as referenced in LA 10-03.02.

Speakers list: Fentiman, Turner, Rao, Dehod

Motion: CARRIED

DEHOD/FRENCH MOVED TO adjourn

Meeting adjourned at 7:15pm