

**Council Meeting Minutes  
September 25<sup>th</sup>, 2013, 5:00pm  
GSA Lounge**

**1. Call to order.**

Meeting called to order at 5:02pm.

**2. Approval of the agenda.**

**MOTION: BIRT the agenda for the September 25, 2013 UMGSA Council meeting be approved.**

*Pouria Jabari Barjesteh/Jeremy Beller  
Carried*

**3. Approval of the minutes from August 28<sup>th</sup>, 2013 GSA Council Meeting.**

**MOTION: BIRT the minutes from the August 28, 2013 GSA Council meeting be approved.**

*Pouria Jabari Barjesteh/Melissa Rabb  
Carried*

**4. Unanimous consent agenda.**

4.1. Any item that has a  beside it denotes unanimous consent agenda

*Any member who wishes to debate an item that is listed below may have it removed from the consent agenda by contacting the Chair prior to the meeting or by asking that it be removed before the Chair calls for a mover and seconder for the following motions.*

**MOTION: BIRT All executive reports be accepted omnibus.**

*Crystal Cook/ Daniel Levin  
Carried*

**5. Internal Development and Review Committee Membership**

5.1. Motion from the Executive Committee:

Whereas the IDRC ensures the evaluation and accountability of the GSA Executive.

Whereas GSA Councilors must attend a minimum amount of internal committee meetings for recognition and Department Grant applications.

Whereas a minimum number of graduate students must be present for quorum.

**MOTION: BIRT the Council ratifies the updated list of IDRC committee members.**

*Melissa Rabb/Kathleen Strader  
Carried*

**6. Council Retreat**

6.1. The Executive Committee is planning for the retreat to occur on October 6<sup>th</sup>. Please RSVP as soon as possible. For any questions please e-mail Emeka Okeke at [senator3@umgsa.org](mailto:senator3@umgsa.org).

**MOTION: BIRT the UMGSA Council meeting recess for 5 minutes for pizza.**

*Crystal Cook/ Joey Lussier*

*Carried*

**MOTION: BIRT the UMGSA Council meeting be resumed.**

*Crystal Cook/Pouria Jabari Barjesteh*

*Carried*

## **7. Appointment of Chief Returning Officer (CRO)**

7.1. Whereas Article V Section 1 of the Elections Policy and Procedure Manual stipulates that “the CRO shall be selected by Council at the September council meeting, and will be Chair of the Elections Committee”

**MOTION: BIRT the GSA Council vote by a show of hands to appoint a councilor that has been nominated to the CRO position.**

*Daniel Levin/Joey Lussier*

*Carried*

**MOTION: BIRT that the GSA Council ratifies the vote and approves Kendra Magnus-Johnson as the new CRO.**

*Crystal Cook/Mac Kohlmeier*

*Carried*

## **8. Department Elections/ Nominations for new Council Members.**

8.1. Please make sure you update Ruth ([gsa@umgsa.org](mailto:gsa@umgsa.org)) with any changes to your department’s councilor names and e-mails.

8.2. Council meeting dates will continue to be the 4th Wednesday of every month, except for December at which point there will not be a meeting.

## **9. Orientation Reimbursement**

9.1. Whereas purchases of greater than 500 dollars must be approved by council. Whereas Trish purchased alcohol for the orientation/softball social with her personal credit card.

**MOTION: BIRT the GSA Council approve the reimbursement of moneys used to purchase alcohol for the GSA Orientation/Softball Social to Trish Kelley, for a total of \$641.11.**

*Crystal Cook/Kathleen Strader*

*Carried*

## **10. Computer Contract (please see Appendix A)**

- We have two proposed contracts for computer and server maintenance, one from University of Manitoba IST, and one from DigginIT
- We have been having computer issues in the office for a few months. We bought Macs in 2011, but have never had a service contract to maintain the computers. We had a break-fix agreement with DigginIT, but lost contact with them because the people running the company had personal problems.

- We were supposed to get a new IST supplier, Oxygen, using PCs with a new server. They were never set up.
- We recently contacted DigginIT because our server crashed, and we needed to get it fixed. They are no longer providing break-fix service; we need to be on a monthly contract (the contract would be \$300/month)
- We have also contacted U of M IST; and they have agreed to provide us with computers as well as a server and monthly service package (the contract will be \$500/month).

**MOTION: BIRT the UMGSA approve the service contract put forward by the University of Manitoba Information and Technology Services.**

*Kathleen Strader/Halya Petzold*

*Carried*

### 11. Closed Session

**MOTION: BIRT the UMGSA Council meeting move into closed session.**

*Crystal Cook/Kendra Magnus-Johnston*

*Carried*

**MOTION: BIRT the UMGSA Council meeting move into open session.**

*Joey Lussier/Sebastien Kerherve*

*Carried*

### 12. Verbal Committee Reports:

#### 12.1. Executive Committee Report

- The Committee has been spending a lot of time preparing the contracts for computer service and the closed session item, as well as planning the Council Retreat
- The Exec-At-Large, Jennifer Chen, was reappointed for the rest of the year.

#### 12.2. Finance Committee Report

- Assessed the budget and included Ruth in the discussion. The Conference Grant amount was increased last year, but the budget hasn't increased.
- We've dispersed a lot of funds over the summer. This is the only part of the budget that we're concerned about. We can potentially transfer money from another budget line into the budget for grants if possible.
- There has been a 10% increase in complete applications with the new Conference Grant application form.

#### 12.3. Awards Committee Report

- The Committee hasn't met since the last council meeting.
- They will be submitting the financial report to the VPI soon. The Awards Luncheon was under budget. The committee will be meeting again next December or January to change the forms for next year.

#### 12.4. Bylaws Committee Report

- The Bylaws Committee hasn't met yet; Farhoud proposed a meeting date on first Wednesday of the month, but the committee was not available. Farhoud has sent the doodle poll for the meeting next week.
- 12.5. Campaigns Committee Report
- Has not met yet, but planning to meet after the Council Retreat.
  - They plan to work on the UPass
- 12.6. Events Committee Report
- Orientation went well, and the sessions and the social were well attended. It was the first time that we've had to turn people away at the door.
  - Orientation was under budget
- 12.7. Internal Development and Review Committee Report.
- 12.7.1. Monika will chair the committee. One of the committee members will be selected as the sub-chair for the committee at that meeting.

### 13. Executive Members' Reports:

- 13.1.  President
- 13.2.  Vice President Internal
- 13.3.  Vice President Academic
- 13.4.  Vice President External
- 13.5.  Vice President Health Sciences
- 13.6.  Vice President Marketing and Events
- 13.7.  Senator Ekenna
- 13.8.  Senator Mejicanos
- 13.9.  Senator Okeke
- 13.10.  Executive-at-Large

### 14. Senate Report

### 15. Department Reports

Geological Sciences: Students in the department have major issue with new rules for PhD students. Students are now required to submit the names of 3 external reviewers. The rules were passed at Senate in May, but not announced to students at large. They were put into place on September 9; current students were not grandfathered in. This can potentially delay students planning to graduate in February as the rules have changed and they did not have time to make changes.

### 16. Other Business

- BDO Canada financial audit report (FYI) (please see Appendix B)
- Appendix explains how BDO went about the audit.
- Social Work: There will be an Organ Harvesting in China Awareness Campaign rally on October 12 at 1:30pm at the Legislative Building. They will then be marching to the Forks.

### 17. Announcements

- 17.1. Health and Dental Plan Reminder: 2nd opt-out deadline for the health and dental plan has been changed to September 30<sup>th</sup>, 2013, after this date, no refunds will be issued. For more information see UMGSA's student planner handbooks.
- 17.2. Next Meeting is Wednesday, October 23<sup>rd</sup>, 2013 at 5 pm in the GSA Lounge.
- 17.3. September 28<sup>th</sup>: Terry Cause on Campus run, more info [umanitoba.ca/terrycause](http://umanitoba.ca/terrycause).
- 17.4. Come join UMGSA October 31<sup>st</sup> from 5 to 9pm in the GSA Lounge or HSGSA on October 25<sup>th</sup> at the Bannatyne Campus for our annual Halloween Socials!
- 17.5. Reminder: Bursary Applications are due by October 1<sup>st</sup>, 2013.
- 17.6. The 2013-2014 General Bursary is now available. Deadline is October 1, 2013. UMGSA bursaries are distributed every year through the U of M General Bursary. Students can apply via their Aurora account. Details and criteria can be found at [http://umanitoba.ca/student/fin\\_awards/bursaries/3387.html](http://umanitoba.ca/student/fin_awards/bursaries/3387.html)
- 17.7. Bannock Lady Social: The Bannock Lady's van was vandalized, there is a social to support her purchasing a replacement vehicle. Tickets are \$20 and can be purchased from Crystal
- 17.8. Departmental Grant forms are due on November 1.

**18. Adjournment**

**MOTION: BIRT the GSA Council meeting be adjourned**

*Joey Lussier/Crystal Cook*

*Carried*

*Meeting adjourned at 6:30pm.*

	<i>Name</i>	<i>Signature</i>
President	Monika Wetzel	present
VP Internal	Farhoud Delijani	present
VP Academic	Mehdi Rahimian	Regrets - class
VP External	Crystal Cook	present
VP Health Sciences	Melissa Rabb	present
Senator 1	Calistus Ekenna	present
Senator 2	Gustavo Mejicanos	Regrets- conference
Senator 3	Emeka Okeke	present
Exec-At-Large (Non-voting)	Jennifere Chen	present

*R.M.W.*

Office Manager (Non-voting)	Ruth Prokesch	present
Office Assistant (Non-voting)	Trish Kelley	present
<i>Agric &amp; Food Science</i>		
Agribusiness & Agric. Economics	Awudu Lukeman	present
Animal Science	Kristine Blair Atta Kofi Ayekum	present
Biosystems Engineering	Charles Nwaizu	absent
Entomology	Andres Fabian Herrera	present
Food Science	Yuming Chen Proxy: Nana Marmah	present Regrets
Plant Science	Chami Amarasinghe	absent
Soil Science	Taiwo Akinseyin Nicholson Jeke	present
<i>Architecture</i>		
Architecture	Gordon Yiu	absent
City Planning	Krista Rogness	present
Interior Design	Jaymie Borchardt	present
Landscape Architecture	Britney Bell	present
<i>Arts</i>		
Anthropology	Jeremy Beller	present
Classics		absent
Economics	Prosper Koto	Present
English, Film & Theatre	Kendra Magnus-Johnston Karalyn Dakurne	present
French, Spanish & Italian		
German		
History	Sarah Gauntlett Proxy: Nicole Courier	present Regrets
Icelandic Studies		
Linguistics	Anna Parenteau Kathleen Strader	present
Native Studies	Ryan Duplassie	present
Philosophy		
Political Studies and Public Administration	Alexander Salt	Present (left at 6:00pm)
Psychology	Yunqiao Wang Hayley Chartrand (co-	

*ZMW*

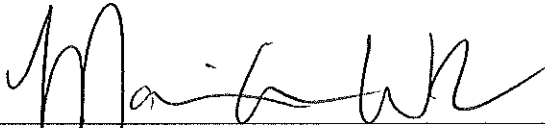
	councilors)	Present
Religious Studies		
School of Art		
Sociology	Daniel Levin Matthew Sanscartier	Present
Canadian Studies St. Boniface		
<i>Arthur Mauro Centre for Peace and Justice</i>		
Peace and Conflict Studies		
<i>Management</i>		
Management 1 (MBA)		
Management 2	Paul Dueck Ji Zhou (Co-councilors)	absent
<i>Education</i>		
Curr: Hum. & Soc. Sc.		
Curr: Math & Nat Sc		
Curr: Teaching & Learning		
Educ. Admin & Foundations		
Educational Psychology		
Educ. Adm. Fnd. & Psy	Barbara Borgs	present
Faculty based PhD		
Educ. St. Boniface		
<i>Engineering</i>		
Civil	Pouria Jabari Barjesteh	Present – left at 6:07pm
Electrical & Computer	Ahmed Byagowi (co-councillors) Dan Lockery	present
Mechanical and Manufacturing Engineering	Sobhan Sadri	absent
<i>Environment</i>		
Geography & Environment	Heather Stark	absent
Geological Sciences	Halya Petzold	present
Nat Resources Institute	Jessica Lockhart	present
Disability Studies		
Food & Nutritional Sciences		

Interdisciplinary		
<b>Human Ecology</b>		
Clothing & Textiles		
Family Social Sciences	Melina Elliot	absent
Human Nutritional Sciences	Mohammad Abdullah	present
<b>Law</b>		
Law		
<b>Music</b>		
Music		
<b>Nursing</b>		
Nursing	Jill Norminton	present
<b>Phys Ed &amp; Rec Studies</b>		
Recreation Management & Kinesiology	Soyun Chapman	Present – left at 6:17pm
<b>Science</b>		
Biological Sciences	Shuo Huang	present
Chemistry	Joey Lussier	present
Computer Science		
Mathematics		
Microbiology	Mac Kohlmeier	Present
Physics & Astronomy	Sebastien Kerherve	Present
Statistics	Monsur Ahmed Chowdry	absent
<b>Social Work</b>		
Social Work	Nabieu Musasesay	Present (arrived at 5:30, left at 6:00pm)
<b>UMSU (Non-Voting)</b>		
President or Designate	Christian Pierce	present
<b>CUPE 3909 (Non-Voting)</b>		
President or Designate		
<b>FGS Rep (Non-Voting)</b>		
Dean or Designate	Jay Doering	absent
<b>Student Life (Non-Voting)</b>		
	Brendan Hughes	present

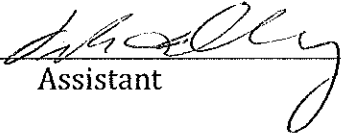
Minutes prepared by Trish Kelley

R MW



  
\_\_\_\_\_  
President

31/10/2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Assistant

31/10/2013  
\_\_\_\_\_  
Date

**AGREEMENT FOR COMPUTER AND INTERNET SERVICE**

**BETWEEN:**

**THE UNIVERSITY OF MANITOBA GRADUATE STUDENTS' ASSOCIATION**  
(the "GSA")

- and -

**THE UNIVERSITY OF MANITOBA**  
(the "University")

WHEREAS the GSA wishes to engage the services of the University to provide computer services and the University agrees to provide services to the GSA on the terms set out herein;

NOW THEREFORE in consideration of the mutual terms and covenants herein provided, the parties hereto agree as follows:

**Services**

1. The University shall provide the services as set out in Schedule "A" attached hereto on the terms and conditions set out in this Agreement (the "Services").

**Term**

2. The University shall provide the Services to the GSA commencing \_\_\_\_\_, 2013 and ending June 30, 2014.

**Contact**

3. The University contacts for the GSA respecting the Services shall be the persons identified in Schedule "A".

**Ownership and Use:**

4. The GSA agrees and acknowledges that any property or equipment provided by the University to the GSA in connection with the Services remains the property of the University.
5. The GSA agrees and understands that the University is obligated to comply with all laws, regulations, by-laws and University policies in the course of providing Services. The GSA further agrees and acknowledges that users of the Services must comply with the University's Use of Computer Facilities policy and procedure and any other reasonable policy/ procedure provided to the GSA by the University.

Payment

6. The GSA agrees to pay the University a monthly fee for the Services according to the terms and conditions set out in Schedule "B" attached hereto.

Termination

7. Upon one month's written notice, this Agreement may be terminated as follows:
  - (a) by the GSA where:
    - (i) in the reasonable opinion of the GSA, the Services provided by the University are unsatisfactory, inadequate, or are improperly provided;
    - (ii) in the reasonable opinion of the GSA, the University has failed to comply with any substantive term or condition of this Agreement;
    - (iv) the Services are provided in connection with a project for which the GSA has received funding and/or payment from an external source, and that funding and/or payment has been terminated or reduced;
  - (b) by the University where:
    - (i) in the reasonable opinion of the University, can no longer provide the Services required the GSA;
    - (ii) the University determines it is in a conflict of interest with the GSA;
  - (c) by mutual agreement of the parties.
8. Upon termination date of this Agreement, the University shall cease to provide any further Services and remove any equipment or property located on GSA property. In addition, upon termination the GSA agrees to make arrangements to return any equipment or property of the University which it may have in its possession and have all property returned within three (3) days. The GSA acknowledges that it may be responsible to pay the replacement cost of any property not returned.
9. Upon termination of this Agreement, the University agrees that it will return to the GSA any information, data, research, documents, photographs, negatives, electronic files computer programs and related object and source codes ("Electronic Property") in the care and control of the University and the University agrees that it will attempt to return all of the GSA's Electronic Property within thirty (30) days.
10. Upon termination of this Agreement, the GSA shall be under no obligation to the University other than to pay within thirty (30) days:
  - (a) the monthly fee up to the last day of the month of which termination takes effect; and

- (b) if applicable, the replacement value of any physical property not returned, upon receipt of an invoice from the University.

**Confidentiality**

- 11. The University agrees that any Electronic Property of the GSA in the care and control of the University and any other materials or products disclosed to the University in providing the Services, whether digitally or non-digitally will not be:
  - (a) accessed by the University, unless specific prior written consent is obtained from the GSA; and/or
  - (b) published or disclosed to any third party except:
    - (i) to the extent necessary to provide the Services; and
    - (ii) where the University is required to by law or valid court order.

**Applicable Legislation**

- 12. The GSA is aware and acknowledges that the University is a public body under The Freedom of Information and Protection of Privacy Act (Manitoba) ("FIPPA") and The Personal Health Information Act (Manitoba) ("PHIA") and that records and information that are in the care and custody of the University and are subject to the provisions of FIPPA and PHIA.

**Insurance**

- 13. While this agreement is in effect, the GSA, at its own cost and expense shall take out and maintain insurance for property damage in a minimum amount of \_\_\_\_\_, which insurance. Upon request, GSA shall deliver to the University proof of the required insurance in the form of a certificate of insurance.

**Document ID: 201309250001**  
**Comment [1]:** It has to be determined if the GSA office spaces are covered under the standard university insurance for property loss. If so, they probably do not need any additional insurance.

**Release and Indemnification**

- 14. GSA hereby releases, and shall indemnify and save harmless the University from and against, any and all liability, cost, expense, action or claim whatsoever arising from the University's provision of the Services, except that this indemnity shall not apply in respect of any liability, cost, expense, action or claim that arises or is due to the wilful misconduct or negligence of the University or those for whom it is in law responsible.

**Relationship**

- 15. This Agreement shall not be deemed to create an employment relationship, joint venture, partnership or other relationship between the parties. The employees, agents and representatives of GSA shall not be deemed in any manner whatsoever to be the employees, agents and representatives of the University.

**Legal and Professional Advice**

16. The GSA hereby acknowledges and confirms that it has been given an opportunity to obtain independent legal and other professional advice in connection with this Agreement
17. The GSA hereby confirms that it fully appreciates and understands the terms of this Agreement.

**Entire Agreement**

18. This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement, and no preliminary proposals, written or oral, form any part of this Agreement
19. This Agreement may not be amended or modified except by mutual agreement of the parties in writing

**Governing Law**

20. This Agreement shall be interpreted and governed by the laws of the province of Manitoba and the laws of Canada applicable therein.

**IN WITNESS WHEREOF** the parties have hereunto affixed their signatures as of the date first above written.

**THE UNIVERSITY OF MANITOBA**

Per: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Mike Langedock

Title: CIO Information Services and Technology

**THE UNIVERSITY OF MANITOBA GRADUATE STUDENTS' ASSOCIATION**

Per: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Monika Wetzel

Title: President

**SCHEDULE "A"**

**The university agrees to provide the following services:**

- a. Five Computer Work Stations located at the University of Manitoba Fort Garry Campus
- b. Two Computer Work Stations located the University of Manitoba Bannatyne Campus
- c. Two public use workstations in the GSA office located at the Fort Garry Campus
- d. Network access for the GSA provided multiple function printer
- e. Internet access for the equipment listed in items a through d above
- f. Backed up Network storage including individual and shared network drives
- g. Help Desk support for all services described in this document
- h. Any other services discussed and agreed upon by the parties

**Contact Persons and Their Responsibilities**

The Director of Computer and Network Services is responsible for the provision of Services described in this Agreement.

All GSA staff and users will contact the university Help and Solutions Centre for all ongoing support regarding the Services described in this Agreement.