

## Summary of Contract Provisions – Tuition-Based Pass Program

The following provides an overview of the contract clauses with changes from the previous multi-year contract highlighted for reference purposes. It should be noted that these clauses may be subject to further adjustment pending follow up discussions between the parties.

### Term

Term of this contract will be 3 years – **September 1, 2024 through August 31, 2027**

### Fees

**Fees for the 2024/25 academic year will be adjusted by 5%**

The following shall take effect on September 1 of each of the remaining academic years covered by this agreement based upon the following:

- 1% increase over the previous year to support increased service levels
- Plus the annualized average change in the Ontario Transportation Index (October to October), noting that should the index be negative, the percentage applied will be zero
- Total increase in any one year will be capped at 5% (Both Western University and Fanshawe College have a 5% cap in increases in student fees for each academic year. In the event that a student fee needs to be increased beyond the cap, a referendum is required to be undertaken to allow the students to vote on whether to proceed with the program based on the new proposed fee.)

### Mandatory Enrollment

The fare for each of the respective academic years covered by the term of this agreement shall be charged to each full-time undergraduate student enrolled in an academic program at (school name) who is assessed full-time supplemental and Student Activity fees due to the (student union name).

### Identification

In return for the fee, all full-time undergraduate students shall be entitled to unlimited ridership privileges on all LTC regular routes with presentation of a **valid student card including a photo that is able to interface with smart card readers onboard LTC buses.**

Any variations to this requirement will be subject to the approval of the parties no later than July 31 prior to the commencement of the academic year.

### Assignment

Without limitation, there will be no assignment of the tuition pass for exchange students whose fee will have been paid by their (school name) counterpart studying abroad. Any student who is found to have breached the conditions of use of the pass will have the privilege revoked without rebate.

### Period of Validity

The pass will be valid for the period of September 1<sup>st</sup>, or the date of confirmed registration of full time status, whichever is later, to the following August 31<sup>st</sup>.

### Service Interruption

In the event of a period of sustained interruption of regular service, (exceeding 76 hours or 4 days, whichever occurs first) the LTC's liability will be limited to a reimbursement, to the (student union name), on the basis of a daily rate, (defined as the current price of the pass in said academic year, divided by the number of days in same academic year), multiplied by the number of days of lost service, multiplied by the number of passes in effect. Said reimbursement will be paid within 30 days of resumption of service.

### Payment Schedule

The schedule for payment of fees, as set out under the Fees provision of this agreement, to LTC, will be as follows:

September 20	- 25% of the total projected fee collection of the current year
October 1	- 12.5% of the total projected fee collection of the current year
November 1	- 12.5% of the total projected fee collection of the current year
December 1	- 12.5% of the total projected fee collection of the current year
January 1	- 12.5% of the total projected fee collection of the current year
February 1	- 12.5% of the total projected fee collection of the current year
March 1	- 12.5% of the total projected fee collection of the current year
April 1	- Balance Due – the April remittance will be a current reconciliation of fees collected to the number of student cards <b>included on the white list</b> (less an agreed upon buffer for use in issuing new student cards) less the total of the previous payments for the current academic year.

Late payments will be assessed an interest charge of 1.5% per month (18% per annum).

### Interim Reconciliation

By February 1<sup>st</sup> of each academic year the (school name) will provide LTC with a reasonable estimate of the full-time enrollment numbers of the current school year.

Within sixty (60) days of receipt of the final confirmation report of fees collected by the (school name), the (student union) will provide a final reconciliation of fees collected by the (student union), based on audited statements furnished by the (school name). **The reconciliation will also include a balancing of the number**

of student cards included on the white list with the number of fees collected. Said reconciliation will determine the total fees collected for the academic year and will serve to balance all outstanding monies owing to either the LTC or the (student union).

### **Refunds**

The tuition pass fee shall be non-refundable. Only those student who are refunded full Student Activity and Supplementary fees on the grounds of compassion, as deemed by the (school name), will receive a refund for the tuition pass. Any refunded pass will be immediately removed from the white list and will be included in the reconciliation process.

### **Final Fee Reconciliation**

The final reconciliation of fees collected by the (student union), based on the audited statements furnished by the (school name) and reconciled with the white list, will ensure a correlation of the total fees collected and the number of passes issued.

### **Annual Audit Results**

In the event that LTC is not satisfied with the results of the audit, LTC may refer the issue to the arbitration process set out in the agreement. All parties recognize that a precise reconciliation between the number of students registered over the year, monies collected or passes included on the white list, may not be possible. However both parties will make good faith efforts.

### **Changes to Enrollment Status**

Full-time students reverting to part-time status will retain their pass and there will be no refund of the transit portion of the activity fee as the result of reverting from full-time to part-time. Students gaining full-time status will be charged the appropriate amount according the schedule below.

#### **Pro-rated Fee Schedule**

September – December	full fee
January – April	67% of full fee
May – August	33% of full fee

### **Valid Pass**

LTC reserves the right to check the validity of a tuition pass with respect to the identity of the user of the pass and the validity of the pass itself and to further deny use of the pass, for cause, as stated in the general policies of the LTC. Passes that are being used inappropriately will not be accepted and riders will be asked to pay the appropriate fare.

### **(Student Union) Administrative Fees**

The (student union) will add its direct program costs to the LTC fee requirement for the purposes of establishing the annual activity fee.

The direct program costs will be added to the LTC fee for the purposes of setting the annual (student union) activity fee. The direct program costs are defined to include direct costs associated with the promotion, production, preparation and distribution of the passes only and are the responsibility of the (student union), noting the program costs will be reviewed with the LTC.

### **Notice of Termination**

Any party wishing to terminate this agreement, for any reason, prior to the August 31, 2027 expiry date, must formally notify the other party, in writing, of its intention to terminate the agreement, for the subsequent school year by the 1<sup>st</sup> of October of the preceding school year.

### **Board of Governors Fee Collection Failure**

The LTC and the (student union) acknowledge that the annual collection of supplemental and Student Activity fees due to the (student union) is subject to the approval of the Board of Governors of the (school name) each year. In the event that Board approval is not obtained for any school year during the term of the agreement by June 1<sup>st</sup> each year in respect to the upcoming school year, the (student union) shall not be obligated to pay fares to the LTC in accordance with the Fees section hereof and the LTC shall not be obligated to provide students with unlimited ridership privileges pursuant to the Identification Clause hereof during that school year only. In such event, this agreement should be null and void and any monies owed to LTC or to the (student union) will be paid forthwith and any other conditions cancelled.

### **Lost or Stolen Passes**

The LTC is not responsible for any pass that has been lost or stolen. The (student union) will replace any lost, stolen or mutilated passes in accordance with its own policies.

### **Rebates**

Upon presentation (to student union) of the appropriate identification in accordance with any City of London free fare program by a full-time undergraduate student, the student shall receive a rebate from the (student union) of an amount equal to the annual fee, plus the (student union) administrative fee. The rebates will be subject to removal of the pass from the white list.

### **Arbitration**

If at any time any dispute shall arise between the LTC and the (student union) under this agreement, then such dispute shall upon notice in writing, by one party to the other party that such a dispute exists, be referred to arbitration under such rules and at such time and place as the LTC and the (student union) shall

mutually agree; provided that to the extent that agreement upon such matters is not reached within thirty (30) days after such notice, each party shall forthwith appoint an arbitrator within 10 days of the expiration of such 30 day period, and the arbitrators so appointed shall forthwith jointly appoint a third arbitrator within 10 days of the second arbitrator being so appointed. The decision of any two of the three arbitrators so appointed shall be final and binding and each party agrees not to appeal such award or determination. Provided however if the two arbitrators appointed by the parties hereto do not agree upon a third arbitrator within the said 10 day period, then a third arbitrator may upon petition by either party be appointed by a Judge of the Ontario Court (General Division). If one party fails to appoint an arbitrator within the said 10 day period, the arbitrator which has been appointed by the other part shall act as the sole arbitrator. The arbitrators shall not be associated with the (school name) or the LTC. The arbitrator or arbitrators shall determine the rules, time, and place of such arbitration. The award and determination of such arbitrator(s) shall be made by a written report promptly send to the LTC and the (school name). Each party shall bear its own costs of such arbitration, its appointed arbitrator and one half of the cost of the third appointed arbitrator. Where only one arbitrator presides over the matter, each party shall pay one half of the costs of the arbitrator.

#### **New – Provision of White List**

The responsibility for the provision of a white list including all student cards with active tuition passes rests exclusively with the (school name). Updates to the list should be provided regularly to ensure that only active tuition passes remain on the list.

White lists provided to LTC will be uploated to the LTC fleet and cards included on the white list will be activated within 1 business day.

#### **New- Ridership Data and Reporting**

LTC will provide to the (student union), on a monthly basis, a report summarizing all of the recorded rides resulting from active student cards interfacing with LTC smart card readers.