

**21<sup>st</sup> SESSION OF THE FIFTY-THIRD SENATE**  
**26 February 2024**

**BILL #5317**  
**Amending Bill 5220- CSU Temporarily Disabled Student Transportation Program Funding**

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**NOTICE:** *A signature to sponsor means that you only wish for the legislation to be heard, a signature to endorse means that you support the contents and/or actions of this legislation.*

**WRITTEN BY:** Braxton Dietz, ASCSU Chief of Staff

**COLLABORATED WITH:**

**SPONSORED BY:** Kyle Hill, Senator, Graduate Council; Tangia Zheng, ASCSU Deputy Director of Finance; Ashton Duffield, ASCSU Director of Finance, University Affairs Committee

**ENDORSED BY:** Alexander Wilson, CSU Student; Adalyn Schumer, Senator, Adult Learner & Veterans Services; Sammy Trout, Accessibility Caucus Chair, Senator Student Disability Center; Frankie Salazar, Senator, Pride Resource Center; Madelein Kamberg, Associate Senator, Adult Learner & Veterans Services, Accessibility Caucus Vice Chair; Ashton Duffield, Director of Finance; Leticia Madrigal-Tapia, Director of Diversity, Equity, and Inclusion; Maximiliano Leggett, Associate Senator, Collage of Veterinary medicine and Biomedical sciences; Mitchell Meyers, Associate Senator, Collage of Veterinary medicine and Biomedical sciences; Morgan Snyder, Senator, Collage of Liberal Arts, Accessibility officer of Diversity, Equity, and Inclusion Affair Committee; Claire Pickerel, Senator, Women and Gender Advocacy Center, Sectary of Diversity, Equity, and Inclusion Committee; Diversity, Equity, and Inclusion Affairs Committee, Kevin Melchior, Senator, Adult Learner & Veterans Services

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*ABSTRACT: This bill will ensure funding to enable the successful and sustainable creation, implementation, and operation of the Temporarily Disabled Students Transportation Program from the Senate Discretionary Fund.*

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**WHEREAS**



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The CSU Temporarily Disabled Transportation has since evolved to service permanently physically disabled students and students traveling to the Colorado State University Center for the Arts.

**WHEREAS**

This program has evolved due to its large-scale need and impact, not due to negative impacts such as delays, lack of funding, or lack of coordination of the program.

**THEREFORE, BE IT HEREBY FURTHER ENACTED**

That this legislation shall serve to amend the body of Bill 5220 to the following

**“WHEREAS**

The goal of this program is to equip *disabled* CSU students with mobility related access needs *and those traveling to the University Center for the Arts* with a viable and easily accessible mode of on-campus transportation to minimize the impacts of *adverse circumstances* upon students' health, welfare, and academic potential; and,

**WHEREAS**

The nature of this program shall include, but not be limited to, and shall be liable to change at the discretion of the CSU Parking and Transportation Services...

- *Two ADA-compliant vehicles.*
- *At least two administrative professional or state classified drivers, one for each vehicle.*
- *A third party on-demand ride scheduling software, accessible to eligible students through an access code.*
- *Coordination by Parking and Transportation with the aid of the CSU Student Disability Services.*
- *Operational hours shall include each day that the University is in session during the Fall and Spring semesters between 8am- 5pm; and*



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WHEREAS

*The funding for this program is as outlined in the table below:*

	<i>FY23</i>	<i>FY24</i>	<i>FY25</i>	<i>FY26</i>	<i>FY27</i>
<b>Total Program Cost</b>	\$19,926	\$183,634	\$190,012	\$200,425	\$201,639
<i>CSU Parking &amp; Transportation Services</i>	\$22,000				
<b>PACIFIC Board</b>	\$12,000				
<b>CSU Student Disability Center</b>	\$12,000	\$12,000	\$12,000	\$12,000	
<b>ASCSU Senate</b>	\$12,000	\$12,000	\$12,000	\$12,000	
<i>Dedicated Student Fee</i>	\$0.00	\$164,166.25	\$164,166.25	\$164,166.25	\$164,166.25
<b>Total Income</b>	\$58,000	\$217,231.75	\$217,231.75	\$217,231.75	\$217,231.75

WHEREAS

This program will be operational each day the university is in session during the fall and spring semesters from-8am- 5pm; and,

WHEREAS

This program will be implemented, coordinated, and managed by the *Department of Parking and Transportation with the aid of the CSU Student Disability Services*; and,

WHEREAS

According to inputs and testimonies from a recent survey regarding the need of this program on the CSU campus, current issues facing temporarily disabled CSU students tasked with navigating the CSU campus include adverse effects upon education, mental, physical, and social wellbeing; and,

WHEREAS

In the aforementioned recently published survey, 45.7% of respondents stated that they have been faced with navigating the CSU campus while temporarily disabled. 100% of those respondents stated that if this program had been implemented at that time, their educational, mental, physical, and social wellbeing would have been significantly better— both during and after they found themselves temporarily disabled; and,

WHEREAS

In the aforementioned recently published survey, 100% of respondents stated that if they found themselves tasked with navigating the CSU campus while temporarily disabled, this program would be imperative to their educational, mental, physical, and social wellbeing; so,

**THEREFORE, BE IT HEREBY FURTHER ENACTED**



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That an exact copy of this Bill be presented at the 5<sup>th</sup> Senate Session of each year for four years to allocate the aforementioned amount \$12,000 ~~be~~ to the CSU *Parking and Transportation account* to fund *this program* for following school year for four years, beginning in March of the 2022/23 CSU school year. This action will be overseen by ASCSU Chief of Staff ([ascsu\\_chief\\_of\\_staff@mail.colostate.edu](mailto:ascsu_chief_of_staff@mail.colostate.edu)), The ASCSU Finance Director ([ascsu\\_finance@mail.colostate.edu](mailto:ascsu_finance@mail.colostate.edu)) and the ASCSU Senate Budgetary Affairs Committee Chair ([ascsu\\_senate\\_budgetary\\_committee@mail.colostate.edu](mailto:ascsu_senate_budgetary_committee@mail.colostate.edu)) on behalf of the ASCSU Senate in coordination with *Aaron Fodge* ([aaron.fodge@colostate.edu](mailto:aaron.fodge@colostate.edu)), or whomever may be the CSU *Parking and Transportation Active Transportation* Director at that time.

**THEREFORE, BE IT HEREBY FURTHER ENACTED**

That a representative shall be designated by the ASCSU Senate to coordinate relations between the ASCSU Senate and the CSU *Parking and Transportation Services* as outlined in the below *Memorandum of Understanding*. This representative shall be designated by the ASCSU Senate through a vote in form the body's choice during the final reading of this legislation.

**THEREFORE, BE IT HEREBY FURTHER ENACTED**

That a copy of this legislation be forwarded to Amy Parsons, Colorado State University President; and Blanche Hughes, Vice President for Student Affairs; Justin Dove, Director of the CSU Student Disability Center; *Aaron Fodge, Director of the CSU Parking and Transportation Active Transportation; Ashton Duffield, ASCSU Director of Finance; Desirae McCutchin, ASCSU Accountant.* . Tim Kefalas, LSC/SLiCE Accountant"

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**PASSAGE AND ENACTMENT OF BILL #5317  
SESSION OF PASSAGE: 24th**

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**Yays-Nays-Abstentions**

**Unanimous**

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**SENATE PASSAGE: 24th**

**DATE: 03/27/2024**

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**ASCSU PRESIDENT NICOLAS DESALVO**

*Nicholas Desalvo*

**DATE: 4/9/24**

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**RESOURCES**

*Survey Respondent Quotes:*





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"I would really love to see this program implemented at CSU. I sprained my ankle last month and was on crutches for 2 weeks, then a boot, and am still in a brace. **It's extremely difficult to navigate campus**, especially during busy times. **I had to miss multiple classes** because I physically couldn't get there. **This would've been extremely helpful** and I'm really grateful you're considering it!"

- CSU Student

"The bus system in Fort Collins has made it **difficult to attend school with a disability** as the bus only comes once an hour (right as my classes start) –

- CSU Student

"I'm an advisor and have worked with a number of students in this situation. **This absolutely is a need.**"

- CSU Professor

"As someone who was **previously on crutches for months** while trying to get around campus, I quickly became acutely aware of just how much privilege I held as a normally able-bodied person and how **difficult it is to manage our campus when you have a physical limitation** (from the placement of elevators to them being out of order to the amount of ramps to the distance across campus). I had to utilize the ride service with SDC (maybe they don't have this at all anymore?) but it was extremely limited and not particularly functional (still very grateful for the amount it did make things easier for me). I also had a student who broke his leg and was on crutches an entire Spring semester (winter weather!) and recommended this service to him, and he mentioned several times (and this is a very positive student) just how challenging it was to get around campus and how arduous the process was to utilize the ride service and it's many limitations."

- CSU Professor

This would be a **wonderful program** and should definitely be put in place to support our community and make it **more accessible for all.**"

- CSU Student

This measure is inclusive and equitable. I have had friends whose **college experiences and mental health have been deeply impacted by broken limbs/temporary disability** and navigating campus, especially in wintertime.

- CSU Student

*Memorandum of Understanding:*

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**COLORADO STATE UNIVERSITY TEMPORARILY DISABLED  
STUDENT TRANSPORTATION PROGRAM MEMORANUM OF  
UNDERSTANDING**

Written by Braxton Dietz

**I. RELEVANT TERMS**

1. "ASCSU": The Associated Students of Colorado State University
2. "CSU": Colorado State University
3. "Controller": The Associated Students of Colorado State University Senate
4. "Controlee": The CSU office of Off-Campus Life
5. "Designated Representative": The individual that the ASCSU Senate designates to coordinate relations with PTS with any items pertaining to the Program.
6. "MOU": Memorandum of Understanding
7. "PTS" Colorado State University Parking and Transportation Services



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8. "Program": The "CSU On- Demand" Student Transportation Program
9. "Stakeholders": Any entity, office, or individual who agrees to either fund or aid in the coordination, planning, implementation, advertisement, or operation of the Temporarily Disabled Student Transportation Program
10. "UCA": The Colorado State University Center for the Arts

### **II. PARTIES**

The Parties to this Memorandum of Understanding ("MOU") are the Associated Students of Colorado State University Senate, acting on behalf of the Associated Students of Colorado State University ("ASCSU"), a body corporate Colorado State University ("CSU"), for the use and benefit of the CSU On- Demand Transportation Program, coordinated and officiated by the CSU PTS (collectively, the "Parties").

#### **A. Other Stakeholders:**

1. CSU Student Disability Center
2. CSU Provost Board
3. CSU School of Music, Theatre, and Dance

### **III. TIME PERIODS**

#### **A. Effective Date:**

This Contract shall commence on the latest date signed by the Controller. This Contract shall not be effective or enforceable and ASCSU not be liable to provide funds towards the Program hereunder until it is approved and signed by the Controller and a Bill reflecting the terms outlined in this contract is passed through the ASCSU Senate and signed by the ASCSU President.

#### **B. Initial Term:**

The Initial Term of this MOU shall commence on the Effective Date and shall terminate four years from the Effective Date, unless terminated under the conditions outlined in section *VII*. If extended, an amendment shall be added to this contract titled "Secondary Term" to outline the rules of the term of extension. PTS may, if sufficient proof of extraneous circumstances preventing the relevant scope of work (see section *V*., subsection A.) is provided, elect to terminate at their own discretion at any time during this contract period, including during this Initial Term. During this Initial Term, the Stakeholders shall engage in regular stakeholder meetings, intended to ensure the sustainable and successful continued operation of the Program. The Stakeholders may schedule these meetings at their own will.

#### **C. Option to Extend:**

The Parties may, upon mutual written agreement, extend this MOU for an additional term for a time length of their choosing (the "Secondary Term") at the end of the Initial Term. If extended, an amendment shall be added to this contract titled "**XX. SECONDARY TERM**" to outline the rules of the term of extension.

#### **D. Delay of Time Periods:**

PTS reserves the right to delay the Effective Date of the contract under the circumstances outlined in section *VI*., subsection C.

### **IV. PURPOSE**



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The purpose of this contract is to establish secure a set amount of funding (see section *VII.*) from ASCSU to ensure the successful implementation, coordination, and operation of the Program by PTS.

***V. THE CSU PARKING AND TRANSPORTATION SERVICES***

**A. Scope of Work:**

In general, PTS will be tasked with all aspects of the implementation, coordination, and operation of the Program, unless designated otherwise at the discretion of PTS and the CSU administration.

**B. Outside Designation of Responsibilities:**

Upon their sole discretion, PTS reserves the right to designate any of the responsibilities reasonably included in their scope of work to any other entity or individual. This action does not require notice to the SDC or any other Stakeholders. Should PTS elect to enact outside designation of responsibilities, the funding and payment terms outlined in this contract shall not change. Should any outside designation of responsibility increase the total cost of the Program, PTS shall bear the responsibility of paying the increase in cost or finding other avenues to fund the Program.

***VI. THE ASCSU SENATE***

**A. Scope of Work:**

The scope of work designated the responsibility of ASCSU as it pertains to the Program includes and is limited to the following:

1. Provision of the funding outlined in this contract (see *VI. PAYMENT TERMS*).
  - a. This responsibility will be carried out by any qualified member of ASCSU or their external support staff.
2. Designation of a Representative
  - a. The Designated Representative will attend the regular stakeholder meetings (see *III. TIME PERIODS*, Subsection B).
  - b. The Designated Representative must be authorized to agree to funding and contractual agreements on behalf of ASCSU.
    - i. If the Designated Representative becomes unauthorized to do so, they are responsible for designating a suitable replacement.
  - c. The Designated Representative must sign this contract.
  - d. This person may designate a temporary designee that is authorized to agree to funding and contractual agreements on behalf of ASCSU at any time for any period of time.

**B. Authority:**

This contract shall be signed by the 2022/23 ASCSU President, the 2022/23 ASCSU Speaker of the Senate, the 2022/23 ASCSU Senate Budgetary Affairs Committee Chair, and the ASCSU Senate Representative. In doing so, all items in this contract will be made binding to the Parties for the extension of the time outlined in this contract (see section *III.*), unless terminated under provisions outlined in this contract (see section *IX.*).

***VII. PAYMENT TERMS***

All amounts listed below shall be used by PTS only in the operation of the Program. All unused funding may be held by PTS but may not be used for anything not related to the Program. This fund may be used in any future operation or expansion of the Program.



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A. Amounts Designated:

Per ASCSU Senate Bill 53XX, ASCSU will provide exactly \$12,000 each year for four years, totaling exactly \$48,000. These funds are only to be used for the implementation, coordination, operation, and/or expansion of the Program.

B. Payment Period:

The aforementioned amount (\$48,000) shall be transferred from the ASCSU account (account number: ), as per Bill 5220 and Bill 53XX, to the PTS account (account number: ). This transfer will occur in four (4) increments of \$12,000 on the day of the Effective Date each year to fund the operation of the Program for the following year for four (4) years until reassessment at the end of the Initial Term (see section *III.*, subsection C), unless otherwise terminated (see section *VIII.*). The payment period is outlined below:

<i>VIII. Date</i>	<i>Amount to be Paid</i>	<i>Notes</i>
On or within a reasonable time of the Effective Date (2024).	\$12,000	This payment will fund any aspects of the Program for school year 2024/25.
One year after the Effective Date (2025).	\$12,000	This payment will fund any aspects of the Program for school year 2025/26.
Two years after the Effective Date (2026).	\$12,000	This payment will fund any aspects of the Program for school year 2026/27.
Three years after the Effective Date (2027).	\$12,000	This payment will fund any aspects of the Program for school year 2027/28.

C. Delay of Payment Period:

If the Program requires more implementation and planning time than anticipated before funding is required, PTS reserves the right to delay the payment period for up to, but no less than, one (1) year from the Effective Date. If payment must be delayed for more than one (1) year from the Effective Date, the contract will be terminated and no longer considered binding by either party. If the payment period is delayed, the date selected by PTS to delay until will act as the Effective Date. No payments or other actions will be made during a period of delay. If a period of delay is enacted, an amendment shall be added to this contract entitled, "**XX. PERIOD OF DELAY**".

**VIII. TERMINATION**

A. Termination at the Discretion of PTS:

PTS may terminate this contract and/ or the Program at their discretion any point while this contract is binding, only under the condition that PTS is able to provide sufficient proof of extraneous circumstances preventing their scope of work (see section *V.*, subsection A.). If this occurs, PTS must provide written notice to the SDC and the SDC shall no longer be liable for any future payments.

B. Termination at the End of the Initial Term:

The SDC shall express their intention to either terminate or extend this contract at the end of the Initial Term (see section *III.*, subsection C) to the OCL. If the SDC moves to terminate at that time, this contract will no longer be binding after all clauses, terms, and conditions are met and





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carried out. If the SDC moves to extend, an amendment shall be added to this contract entitled “**XX. SECONDARY TERM**”, outlining the terms and conditions of the Secondary Term.

**C. Binding Conditions:**

All conditions, terms, and clauses of this contract are binding unless this contract is terminated or delayed under any provisions outlined in section *III.*, subsections B., or D., section *VIII.*, subsections A., B., or E.

**D. Other Conditions to Terminate:**

If any of the following conditions occur, this contract may be terminated:

1. Conditions outlined in section *VII.*, subsection A
2. If any clause, term, or condition of this contract is broken by one party, this contract will be voidable by the party not at fault.
3. If any clause, term, or condition of this contract is broken by both parties, this contract will be voidable only upon mutual agreement by both parties.
  - a. If both parties agree not to terminate, the contract will remain binding.
4. If any local, state, or federal laws are broken by either party in relation to this contract and the Program, this contract is automatically void.

***SIGNATURE PAGE***

*The following signatures make this contract binding under all clauses, terms, and conditions listed in this contract.*



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X. \_\_\_\_\_ DATE: \_\_\_ / \_\_\_ / \_\_\_  
**Aaron Fodge**  
Director, Active Transportation

X. \_\_\_\_\_ DATE: \_\_\_ / \_\_\_ / \_\_\_  
ASCSU Advisor

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**THAT THIS LEGISLATION SHALL BE FORWARDED TO**

**Amy Parsons**, President of Colorado State University  
**Tony Frank**, Chancellor of the CSU System  
**Blanche Hughes**, CSU Vice President for Student Affairs  
**Lance Wright**, ASCSU Advisor

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**Pamela Norris**, ASCSU Advisor  
**JoAnn Cornell**, Director of the Asian Pacific American Cultural Center  
**Duan Ruff**, Director of the Black/African American Cultural Center  
**Dora S. Frias**, Director of El Centro  
**Maggie Hendrickson**, Director of the Pride Resource Center  
**Tyrone Smith**, Director of the Native American Cultural Center  
**Justin Dove**, Director of the Student Disability Center

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**ARCHIVE INFO [Parliamentarian Use Only]**

**INTRODUCTION DATE/SESSION:**  
02/26/2024/ 21<sup>st</sup> session

**ARCHIVE DATE:**

**COMMITTEE'S REVIEWED:** Budgetary/ DEI and University

**MONETARY?** Y

