

1. CALL TO ORDER

Call to Order – 1:04PM

2. TERRITORIAL ACKNOWLEDGMENT

We respectfully acknowledge that the SFSS is located on the traditional, unceded territories of the Coast Salish peoples, including the x^wməθk^wəyəm (Musqueam), Sk̓wx̓wú7mesh Úxwumixw (Squamish), Selílwitulh (Tsleil-Waututh), k^wik^wəłəm (Kwíkwetlem) and q̓ic̓əy̓ (Katzie) Nations. Unceded means that these territories have never been handed over, sold, or given up by these nations, and we are currently situated on occupied territories.

3. ROLL CALL OF ATTENDANCE

3.1 Board Composition

President (<i>Chair</i>)	Osob Mohamed
VP External Relations	Samad Raza
VP Finance	Corbett Gildersleve
VP Student Services	Matthew Provost
VP Student Life	Jennifer Chou
VP University Relations	Gabe Liosis
At-Large Representative	Balqees Jama
At-Large Representative	Phum Luckkid
Faculty Representative (Applied Sciences)	Harry Preet Singh
Faculty Representative (Arts & Social Sciences)	Sude Guvendik
Faculty Representative (Business)	Mehtaab Gill
Faculty Representative (Communications, Art, & Technology)	Haider Masood
Faculty Representative (Education)	Emerly Liu
Faculty Representative (Environment)	Anuki Karunajeewa
Faculty Representative (Health Sciences)	Nafoni Modi
Faculty Representative (Science)	WeiChun Kua

3.2 Society Staff

Campaign, Research, and Policy Coordinator	Sarah Edmunds
Transition Manager	Lawrence Jones
Out on Campus Coordinator	Ashley Brooks
Communication Coordinator	Sindhu Dharmarajah
Administrative Assistant	Christina Kachkarova
Administrative Assistant	Brianna Mau

3.3 Guests

Council Liaison	Ryan Vansickle
Student	Karissa Ketter
Student	Kylee Pocrnich

3.4 Regrets

Faculty Representative (Business)..... Mehtaab Gill
VP Student Services..... Matthew Provost

4. RATIFICATIONS OF REGRETS

4.1 MOTION BOD 2020-10-02:01

Emerly/Gabe

Be it resolved to ratify regrets from Mehtaab Gill ~~and Matthew Provost.~~

CARRIED UNANIMOUSLY

- Add regrets from Matthew Provost
- Abstentions – 3 people
- VP University Relations and Science Representative would like to see a written plan on how Business Representative would continue his Board duties while being away

4.1.1 MOTION BOD 2020-10-21:01-01

WeiChun/Gabe

Be it resolved to strike Matthew Provost from the item 4.1.

CARRIED UNANIMOUSLY

4.2 MOTION BOD 2020-10-02:02

Balqees/Corbett

Be it resolved to ratify regrets from Matthew Provost.

CARRIED UNANIMOUSLY

5. ADOPTION OF THE AGENDA

5.1 MOTION BOD 2020-10-02:03

Corbett/Emerly

Be it resolved to adopt the agenda as amended.

CARRIED AS AMENDED UNANIMOUSLY

- Add regrets from Matthew Provost.
- Add Item 6.4 Accessibility Advisory Committee Minutes
- Add Motion 7.4 OER Faculty Survey Distribution, 7.5 Clubs Terms of Reference, 7.6 BIPOC Committee, and 7.7 AGM Agenda - By Law Review Changes
- Add Discussion Item 8.4 FNA – First People’s Gathering House at SFU

6. MATTERS ARISING FROM THE MINUTES

6.1 Governance Minutes-MOTION BOD 2020-10-02:04

Gabe/Nafoni

Be it resolved to receive and file the following minute(s):

- 2020-07-20 GOV

CARRIED UNANIMOUSLY

6.2 Finance and Audit Committee Minutes-MOTION BOD 2020-10-02:05

Corbett/WeiChun

Be it resolved to receive and file the following minute(s):

- 2020-08-28 FASC
- ~~2020-08-28 FASC~~
- 2020-07-28 FASC
- 2020-07-17 FASC

CARRIED AS AMENDED UNANIMOUSLY

- Strike 2020-08-28 and Add 2020-07-28

6.3 Events Minutes-MOTION BOD 2020-10-02:06

Corbett/Emerly

Be it resolved to receive and file the following minute(s):

- 2020-07-17 EVENTS
- 2020-08-28 EVENTS
- ~~2020-07-28 EVENTS~~

CARRIED AS AMENDED UNANIMOUSLY

- Strike 2020-07-28

6.4 Accessibility Advisory Committee Minutes – MOTION BOD 2020-10-02:07

Jennifer/Emerly

Be it resolved to receive and file the following minute(s):

- 2020-07-28 AAC

CARRIED UNANIMOUSLY

7. NEW BUSINESS

7.1 Agenda for Annual General Meeting 2020-MOTION BOD 2020-10-02:08

Gabe/WeiChun

Whereas, the Board of Directors has the authority to put forward business for Annual General Meetings.

Whereas, the SFSS 2020 Annual General Meeting is on Monday, October 26th, 2020 at 3:30pm.

Whereas, the AGM Working Group has created a draft Agenda for the AGM.

Be it resolved that the Board of Directors approve the agenda for the SFSS 2020 Annual General Meeting as attached along with attachments titled, By-Law Proposal 1, 2, 3, 4, Tuition Condemnation, Financial Report Fiscal Year 2020, and SFSS Financial Statements.

CARRIED AS AMENDED UNANIMOUSLY

7.2 FASC Council Seat-MOTION BOD 2020-10-02:09

Corbett/Balqees

Whereas Council recommended FNSA Council Rep Kali Stierle for the FASC council seat at their meeting on September 30, 2020

Be it resolved that the Board appoint Kali Stierle to FASC.

CARRIED UNANIMOUSLY

7.3 Amendment to Partial Surrender of Lease-MOTION BOD 2020-10-02:10

Corbett/Emerly

Whereas the SUB has some small issues that will delay our occupancy of the building past the date of our MBC lease

Whereas SFU has drafted an amended Partial Surrender of Lease to extend our MBC space lease until

October 14th, 2020

*Be it resolved that the Board approve the 'Third Amendment to Partial Surrender of Lease' document
Be it further resolved that President Osob Mohamed and VP Finance Corbett Gildersleve sign the document.*

CARRIED UNANIMOUSLY

7.4 OER Faculty Survey Distribution - MOTION BOD 2020-10-02:11

Emerly/Sude

Be it resolved to mandate the SFSS Faculty Representatives to distribute the OER faculty survey to their respective Deans and relevant Faculty.

CARRIED UNANIMOUSLY

7.5 Club Terms of Reference – MOTION BOD 2020-10-02:12

Corbett/WeiChun

Whereas, the Member Services Advisory Committee recommended to the Governance Committee to amend the SFSS Clubs Terms of Reference to allow Clubs to create their own constitutions.

Whereas, at its September 30th meeting, the Governance Committee approved this change, and recommended to the Board to amend the SFSS Clubs TOR to allow for this change.

Be it resolved that the Board of Directors amend the SFSS Clubs TOR to read: 3(a) "All clubs must agree to abide by the rules set out in the SFSS Club Terms of Reference in order to be an approved club. Clubs are permitted to create additional rules and establish their own Club Constitutions. Club Constitutions and rules shall not conflict with the SFSS Clubs Terms of reference or any SFSS mandate.

CARRIED UNANIMOUSLY

7.6 BIPOC Committee – MOTION BOD 2020-10-02:13

Balqees/Anuki

Whereas the SFSS BIPOC Committees' seat for First Nations Student Association is currently vacant

Be it resolved to appoint Keianna James to the SFSS BIPOC Committee.

CARRIED UNANIMOUSLY

7.7 AGM Agenda - By Law Review Changes – MOTION BOD 2020-10-02:14

Gabe/Anuki

Whereas the Governance Committee passed By-Law Proposal 1-4 on September 16th, 2020,

Whereas after legal review changes were made to proposal packages,

Be it resolved that adopt the By-Law Review Packages for the 2020 AGM Agenda.

CARRIED UNANIMOUSLY

8. DISCUSSION ITEMS

8.1 BC Provincial Election Campaign

- SFSS President has been in contact with BCFS to get voting material out to the membership
- There is talks of a potential Leaders debate to get question and engage with the membership and to encourage voting

8.2 SFSS Job Postings

- Operations Organizer Job Posting is live and SFSS President encourages the Board to share the posting with their network
- The job posting is currently through Collage which will link to Indeed

- Currently looking at other avenues of advertising the job posting (i.e Charity Village, and Good Work)

8.3 Updates from JOG

- SFSS President updated the committee on a meeting involving the process of how SFU budgets
- SFSS President requested a longer time to look over the budget than previous years
 - Last year, the SFSS was only given 3 days to review the SFU budget on how they spend student money
 - SFSS President requests 2 weeks however, this request was denied and SFU gave an estimated time of 1 week
- SFU will not be retroactive refunds for students who did not meet the class drop deadlines

**Applied Science Representative left at 2:45PM*

8.4 FNSA – First People’s Gathering House At SFU

- At-Large Representative gave a brief summary of the event that occurred on Orange Shirt Day (October 1st, 2020) by SFU
 - Indigenous Student Leader were not invited to this gathering
- First Nations Student Association put out a statement for the lack of respect and consultation in response
- The FNSA were then able to attend a meeting a consultative session for the First People’s Gathering House
 - At the meeting there were many questionable and problematic subject that arose from the facilitators
 - As Indigenous students, they felt like they were not consulted in a way that properly represented their place at SFU
- On Orange Shirt Day, SFU chose to overlook student leadership from the Indigenous community
- At Large Representative suggested that the Board committee show their support for the FNSA statement and condemn the actions of SFU
- Many Board members expressed their disappointment towards SFU’s actions against the FNSA community

9. GUEST 30 MIN Q&A

10. ATTACHMENTS

- Third Amendment to Partial Surrender of Lease
- Tuition Condemnation- AGM

11. ANNOUNCEMENTS

- Next Board meeting October 16th at 1:00 PM.
- BIPOC Committee’s Athletics Team Name Change Campaign Launch

12. ADJOURNMENT

12.1 MOTION BOD 2020-10-02:15

Corbett/Gabe

Be it resolved to adjourn the meeting at 3:07PM.

CARRIED UNANIMOUSLY

THIRD AMENDMENT TO PARTIAL SURRENDER OF LEASE

THIS AGREEMENT dated the 30th day of September, 2020,

BETWEEN:

SIMON FRASER UNIVERSITY, having an address at
8888 University Drive
Burnaby, British Columbia
V5A 1S6

(“**SFU**”)

AND:

SIMON FRASER STUDENT SOCIETY, having an address at
8888 University Drive – Maggie Bentson Centre Room 2250
Burnaby, British Columbia
V5A 1S6

(“**SFSS**”)

WHEREAS:

A. By a lease date June 29, 1993 (the “**Lease**”), between SFU, as landlord, and SFSS, as tenant, SFU leased to SFSS for a term of thirty (30) years, commencing in 1996, and with two consecutive renewal terms of thirty (30) years each, certain premises (the “**Leased Premises**”) or area located in the Maggie Bentson Centre (“**MBC**”) on SFU’s Burnaby Campus on lands legally described as:

PID: 028-300-131

Lot 1, DLs 31, 101, 102, 141, 144, 147, 209, 210 and 211 Group 1, NWD, Plan BCP45523;

B. Since the date of the Lease, SFU and SFSS agreed to amend the area of the Leased Premises such that, as of August 29, 2017, the Leased Premises consisted of 5,706 gross assignable square meters (“**GASM**”) or 3,522.6 net assignable square metres (“**NASM**”) in MBC;

C. Pursuant to a partial surrender of lease agreement dated January 7, 2015 (that agreement, together with the amendments thereto dated August 27, 2019 and June 12, 2020, the “**Partial Surrender Agreement**”), a copy of which is attached as Schedule "A" hereto, SFSS agreed to surrender a portion of the Leased Premises comprising 1,903.27 GASM (or 1,174.86 NASM), to SFU effective September 30, 2017;

D. Pursuant to an agreement dated August 31, 2017 (the "**Second Partial Surrender Agreement**"), SFSS surrendered an additional portion of the Leased Premises comprising 3,241.88 GASM (or 2,001.2 NASM), to SFU effective September 1, 2017;

E. At the time it was signed, the Partial Surrender Agreement contemplated that the Surrender Date may be postponed on the terms and conditions set forth therein, but not beyond September 30, 2019 (the "**Outside Surrender Date**");

F. Pursuant to the amendment dated August 27, 2019, the Outside Surrender Date was extended to June 1, 2020;

G. Pursuant to the amendment dated June 12, 2020, the Outside Surrender Date was extended to October 1, 2020; and

H. SFU and SFSS wish to further extend the Outside Surrender Date, on the terms and conditions set out herein:

NOW THEREFORE in consideration of the sum of \$1.00 (ONE DOLLAR) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement, including the recitals, that are defined in the Partial Surrender Agreement and not otherwise defined in this Agreement shall have the meanings given to them in the Partial Surrender Agreement.
2. **Amendment to Partial Surrender Agreement.** With effect as of September 30, 2020, the Partial Surrender Agreement is amended as follows:
 - a. Section 6(a) of the Partial Surrender Agreement is deleted and replaced with the following:

"the Surrender Date will not be postponed by more than three months after an occupancy certificate has been issued for the new student union building, and in any event will not be postponed beyond October 14, 2020."
3. **Effect of Agreement.** The Partial Surrender Agreement is supplemented and amended only as provided in this Agreement. All the provisions of the Partial Surrender Agreement, as supplemented and amended by this Agreement, remain unchanged and in full force and effect and are hereby ratified and confirmed, and time remains of the essence. The Partial Surrender Agreement and this Agreement shall henceforth be read together as if all of the terms and conditions of this Agreement were contained in the Partial Surrender Agreement.

4. **SFSS's Representations.** The SFSS represents and warrants to SFU that:
 - (a) all necessary corporate action on the part of the SFSS has been taken to authorize and approve the execution and delivery of this Agreement; and
 - (b) all of the representations and warranties of the SFSS contained in the Partial Surrender Agreement are true and correct in all material respects with the same force and effect as if made by the SFSS on and as of the date hereof, except to the extent that such representations and warranties specifically relate to an earlier date, in which case they are true and correct as such earlier date.
5. **Binding Effect.** This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
6. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts will be construed together and will constitute one and the same agreement.
7. **Electronic Transmission.** This Agreement or any counterpart may be executed by a party and delivered by facsimile or electronically in portable document format (pdf) and if so executed and delivered this Agreement or such counterpart shall for all purposes be as effective as if the party had executed and delivered the Agreement or a counterpart bearing an original signature.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

SIMON FRASER UNIVERSITY

SIMON FRASER STUDENT SOCIETY

 Name:
 Title:

 Name:
 Title:

 Name:
 Title:

 Name:
 Title:

Schedule "A"
Partial Surrender Agreement

(see attached)

Condemning Simon Fraser University for Tuition Increases for the 2020-2021 Academic Year

Prepared by Osob Mohamed, President

October 2nd, 2020

Tuition has become increasingly unaffordable over the past several decades, as post-secondary institutions rely more on tuition fees for funding, and less on government support. Despite running a significant budget surplus of over \$40M, SFU has decided to increase tuition once again for the 2020-2021 academic year, at a rate of 2% for domestic students, and 4% for international students. Despite the wide reach of student movements such as Tuition Freeze Now, the 2019-2020 proposal to increase tuition 2% for domestic undergraduates and up to 16% for international undergraduates was also approved despite vocal student push back. Tuition fees have more than doubled since 2001, and the average cost of an undergraduate degree has increased by almost \$14,000. [\[1\]](#) This has become a worrying trend in an exploitative system that has not ceased even during the biggest pandemic in our lifetimes.

The COVID-19 pandemic has had devastating impacts for SFU students. Our Spring 2019 Undergraduate survey found that more than 30% of respondents had incurred significant study equipment costs, almost 15% incurring significant travel costs, and approximately 35% of respondents reporting they were unsure of their academic future and ability to continue their studies as a result of their financial position [\[2\]](#). Students are facing crushing debts, a decimated job market, and being forced to take up employment which may significantly increase their risks of contracting COVID-19. 48.9% of respondents to our Spring survey stated that they are experiencing mental health issues due to COVID-19. The financial and academic challenges students are facing due to COVID-19 pandemic are further compounding the existing mental health challenges they face coping with a pandemic, prolonged isolation, and extreme stress.

The summer semester was a key example of the significantly decreased quality of education at our University. Multiple calls were made from the SFSS and grassroots student groups, such as the SFU COVID-19 Coalition, for SFU to concede the drop in quality of education and implement a tuition deferment and waiver, but these were denied. SFU's 2020-2021 budget draft was provided to the SFSS earlier this year with extremely limited time to provide meaningful feedback, and limited communication to students, staff and faculty on the budget development, amendment and approval process.

The University has claimed that tuition increases go back into student services, awards, and scholarships. In the SFSS's budget feedback provided to SFU's Vice-President Finance and Administration in March 2020, we noted that the portion of the revenue from tuition hikes (particularly from international students) has been increasing at a much higher rate than the funding going into the aforementioned areas (domestic tuition seems to be following a similar trend, likely due to the 2% per year increase cap mandated by the provincial government). A freeze, and subsequent decrease in tuition fees would negate the need to increase funding to areas such as scholarships, bursaries and awards as a result of reduced financial pressures on students.

Undergraduate students make up the largest portion of SFU community members. A condemnation vote passed by the membership would send an undeniable message to the University- that we cannot

and will not allow tuition to increase, particularly during the COVID-19 pandemic. Condemnation votes have been used in student societies and labour unions alike, for the purpose of rallying membership behind a certain issue and sending a strong message to the institution that the membership demands change. A formal, public group condemnation can be a powerful tool in the lead up to a bigger action, and to a direct concession from the University in the near future.

Motion:

Whereas Simon Fraser University undergraduate students have reported unprecedented financial hardship in the face of the COVID-19 pandemic;

Whereas one of the strategic priorities of the Simon Fraser Student Society is to advocate and push for the financial health and wellbeing of our members;

Whereas the Simon Fraser University Board of Governors passed a vote in favour of implementing a 2% increase in tuition for domestic undergraduate students, and 4% for international undergraduate students for the 2020-2021 academic year despite the extreme financial hardship being faced by our membership during the COVID-19 pandemic;

Be it resolved that the Membership of the Simon Fraser Student Society condemn Simon Fraser University for increasing tuition fees by 2% for domestic students and 4% for international students for the 2020-2021 academic year.

Be it further resolved that the Membership of the Simon Fraser Student Society formally demands a response from the Board of Governors and University Administration on a plan of action to withdraw the tuition fee increases for the 2020-2021 academic year, and to address the other impacts of the pandemic on undergraduate students.