1. CALL TO ORDER

Call to Order - 9:02 AM

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), Skwxwú7mesh Úxwumixw (Squamish), Selílwitulh (Tsleil-Waututh), k^wik^wəλəm (Kwikwetlem) and qicəy (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. Committee Composition

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VP University Relations (Chair)	Gabe Liosis
VP Finance (Vice Chair)	Corbett Gildersleve
Ex-Officio	Osob Mohamed
VP Student Services	Matthew Provost
Faculty Representative (Science)	WeiChun Kua
Council Representative	Zaid Lari
At-Large Representative	Balqees Jama

3.2. Society Staff

Operations Organizer	Ayesha Khan
Board Organizer	Gabriel Goodman
Campaign, Research and Policy Coordinator	
Administrative Assistant	Joseph An
Clubs Coordinator	Ricky Che

3.3. Absents

Council Representative	Laid	Laı	ri
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3.4. Guests

At-Large Representative	Phum Lucckid
Education Representative	Emerly Liu

4. CONSENT AGENDA

4.1. CONSENT AGENDA

Be it resolved to adopt the consent agenda by unanimous consent. **CARRIED UNANIMOUSLY**

4.2. ADOPTION OF THE AGENDA- MOTION GOV 2021-03-24:01

Be it resolved to adopt the agenda as presented



4.3. MATTERS ARISING FROM THE MINUTES-Governance Committee Minutes-MOTION GOV 2021-03-24:02

Be it resolved to receive and file the following minutes:

• GOV 2021-03-10

5. DISCUSSION ITEMS

5.1. Incoming Exec Training Structure and Recording Training Hours

- Current Execs will be training incoming execs and this is based on Executive Transitioning Training for a maximum of 30 hours. Discussion from Executive meeting brought up that this description is too vague and needs to address more specific forms of training. Also, the pay amount for the 30-hour training is also not stated.
 - The interpretation was that the 30 hours of training would encompass half of an executive stipend under the assumption that they have done 60 hours of work biweekly.
 - \circ $\,$ Also there is no mention of how to be track hours for the training.
 - To address this, Corbett made a Work Report Document for incoming executives to fill out what training they are doing. And for current executives, there's training section for them to write down what training they have been doing for their successors.
 - Chair wanted these interpretations to be written into policy.
- Chair wanted to discuss whether this policy should change this term or until there is a big batch of Council policy changes and also what about a scenario if you are an incoming and outgoing exec and how that would affect training pay.
 - Corbett suggested that there should be mentioning that the training in cases where roles are just being changed, it shouldn't take full 30 hours. It can also be separated into 15 hours of general Exec training and 15 hours of role specific training. When there is a board member is continuing the same role, it should be noted that there is no training in this case.
 - Also, the policy changes will likely be brought to Board for changes in the next fiscal year.

5.2. Events Terms of Reference Changes and Recommendations Back to the Board

- Chair made changes to the Events Terms of Reference as discussed from the last Governance meeting.
- Corbett asked whether all the list of high risk factors in 1.d. needed to be satisfied for an event to be high risk or if one of them was enough. The answer was that one factor could satisfy it to be a high risk and that the Event Risk Matrix was used to visualize the factors that are looked at for determining risk. Chair made an edit last wording in 1.d.iv. to "and/or" from "and".
- Chair will bring the new form to the Board for approval.

5.3. Clubs TOR, Appeals Process

• Ricky put forward proposal for the new club executive removal process. There are two methods of removal, one being Member initiated where a member brings issue to the SFSS coordinators and the coordinators take lead on the removal process and SFSS Staff initiated where there will be discussion amongst coordinators for initiating the process. Member



Online via Zoom Governance Committee Simon Fraser Student Society Wednesday, March 24th, 2021

Services Advisory Committee will be notified to confirm actions needed and for support. MSAC will also review appeals and bring it to the Board for final decision.

- Chair made suggestion to add that if appeal makes it to Council, the appeal would be reviewed in-camera.
- The new process will be put in as subsection K.
- There was majority support of the new process from the members.

5.4. Finance Policies: FP-13

- Planning to cap the reserve \$50,000 annually and re-evaluate it if the cap is reached.
- Qualifications for funding require that the student must not qualify for provincial funding because they would be covered under provincial funding and the student must be covered in the health plan. Student will submit and complete a health claim form with their final receipt and file under the Psychology Benefit first before the reserve fund is used to reimburse the residual amount. Service starts now so it will be retroactive as of January 1st 2021 so students that had the assessment done from January 1st to August 31st can be reimbursed.
- StudentCare will submit form to operations organizer and Finance coordinator for review and signature and then SFSS will issue cheque to insurer on behalf of the member who will be reimbursed by the insurer for the remaining funds to make sure that the claim is tracked and vetted by an eternal body and the student privacy remains confidential.
- If there is a denial of a claim, it will be escalated to SFSS Accessibility Assistant. There is currently no standard operating procedure for this and will be worked on.

6. ANOUNCEMENT

6.1. Next Governance Meeting: Wednesday, April 7th, 2021 at 9AM (PST) via Zoom

7. ATTACHMENTS

- 7.1. Clubs TOR s 6 Gabe Comments
- 7.2. Proposals for Club Executive Removal Process
- 7.3. Events TOR Gabe Comments
- 7.4. 2021-03-11 Health & Dental Policy w. PEA edits

8. ADJOURNMENT

8.1. MOTION GOV 2021-03-24:03 Matthew/Corbett Be it resolved to adjourn the meeting at 10:04 AM. CARRIED UNANIMOSULY

6. Executives

I. Proper operation of a club requires that Executive Members, whether elected or appointed, be responsible to the membership. To this end, it is imperative that:

(a) club decisions be collaboratively made through the proper channels, and

(b) elected and appointed positions are not used for personal gain.

J. Executive Members of a SFSS club shall:

(a) maintain the highest ideals of honour and integrity while serving as executives of a SFSS club,

(b) accept full and complete accountability for their own acts and omissions, exhibiting self-discipline and the pursuit of excellence in all activities, and

(c) avoid any situation that could impair their judgment in the performance of their elected duties while in office,

(d) declare and avoid a conflict of interest at the first opportunity, as a result of their personal interests whether real or perceived, or known interests of any close relatives, acquaintances, or business partners, in any enterprise which proposes to transact business with the SFSS club,

(i) willfully leave the meeting during any discussion or vote on a subject where such an interest exists,

(e) not use information designated confidential for the personal gain

of themself or any other persons, and

(f) Where the executive is found to have breached their duty by violating this policy, that executive may be:

(ii) be requested to resign from their position

(iii) subject to removal as an Executive Member by the SFSS in accordance with Section 5(c) of the Clubs Terms of Reference

PROPOSALS FOR CLUB EXECUTIVE REMOVAL PROCESS Authors: Ricky

Information Gathering

Member Initiated

- i. Complaint is reported to the SFSS Staff. For issues initiated by the SFSS staff, the procedure will be below.
- ii. Two SFSS Coordinators will arrange for a meeting with the complainant(s) regarding the issue. One Coordinator will act as the lead, and the second will be present for support. The Coordinators will seek permission to proceed with the investigation which may include reaching out to the accused executive member.
- iii. SFSS Coordinators review the information with other departmental Coordinators to update them on the findings of that meeting and the issues being raised.
- iv. SFSS Coordinators will then reach out to the accused executive member to arrange for a meeting. During this meeting the concerns that have been raised to the SFSS will be brought to the attention of the accused executive member and they will be given an opportunity to respond to the complaints.
- v. If necessary, SFSS Coordinators will then have a follow up meeting with the complainant(s) regarding their findings on the matter.
- vi. SFSS Coordinators will advise the accused executive member of the steps/actions that will be taken (if required)

SFSS Staff Initiated

- i. Two SFSS Coordinators will arrange for a meeting with the complainant(s) regarding the issue. One Coordinator will act as the lead, and the second will be present for support. The Coordinators will seek permission to proceed with the investigation which may include reaching out to the accused executive member.
- ii. SFSS Coordinators review the information with other departmental Coordinators to update them on the findings of that meeting and the issues being raised.
- iii. SFSS Coordinators will then reach out to the accused executive member to arrange for a meeting. During this meeting the concerns of the SFSS will be brought to the attention of the accused executive member and they will be given an opportunity to respond to the complaints.
- iv. SFSS Coordinators will advise the accused executive member of the steps/actions that will be taken (if required). If removal of the accused executive member is not required, a warning will be given and noted in the portal. It is recommended that the coordinators summarize the meeting in an email with the accused executive member so that all parties have documentation of the meeting.

Notification of Member Services Advisory Committee (MSAC)

- i. If immediate action is not required, the SFSS Coordinators will bring the complaint(s) or issues to the MSAC so that they are made aware of the situation. If needed, they will obtain the opinion of the committee. If immediate action was required, then the coordinators will update the committee on the actions that were taken.
- ii. The MSAC will have the ability to confirm the actions taken or to suggest other measures to be taken and pass this information to the Board/Council.

Appeal of Decision

- i. If the executive member does not agree with the decision that is made, they will have the opportunity to submit their reasoning to the MSAC. The MSAC will then review this appeal and submit it to the Board/Council the decision that was made against the executive, the reasons for the decision and appeal submission from the executive.
- ii. The Board/Council will strike up a committee in which this appeal will be reviewed
 - a. The committee must be comprised of Council members who are impartial and have no current or past relationships with executive or the club
- The committee will then gather information required for the review from SFSS staff in the iii. original decision and arrange for a meeting with the executive to gather information.
- The committee will then deliberate for their independent findings and bring their iv. recommendations to the Board/Council. The Board/Council will then confirm the decision and recommendations from the committee and direct the committee to submit their findings to the executive as well as notify the staff involved of their decision.

The judgement will be **final** with no further appeals.

Maggie Benston Centre 2270 Simon Fraser University 8888 University Drive Burnaby, BC V5A 1S6 Unceded Coast Salish Territories **sfss.ca**

EVENTS TERMS OF REFERENCE

Last Revised: April 19th, 2020

1. Definitions

- a. "SFSS" refers to the Simon Fraser Student Society
- b. "SFU" refers to Simon Fraser University
- c. "You", the "Event Organizer", and "Group" refers to the persons or groups responsible for the hosting, planning, and execution of events through the SFSS.
- d. "High Risk" includes hosting an event:
 - i. with a large amount of attendees,
 - ii. where external attendees are allowed,
 - iii. where alcohol is present,
 - iv. where physical activity may be encouraged, and
 - v. other high-risk indicators as outlined in Appendix 1: Event Risk Matrix

2. Statement of Agreement

- a. You agree to abide by the <u>SFSS</u> & <u>SFU</u> policies and guidelines.
- b. You agree to go through the SFSS room booking portal when booking events in both SFSS and SFU, as the Society is the liaison between SFSS Members and SFU for event booking processes in SFU spaces.
- c. You agree to respect and abide by the SFSS Organizational Values of Inclusivity, Integrity, Empowerment, Advocacy, Community, and Accessibility.
- d. You agree to advise the SFSS if your event is being sponsored or supported by any external organization.
- e. The terms listed in this document shall hold true for all events held in association with the SFSS.
- f. The SFSS Coordinators, Union-Excluded Staff, and/or Board of Directors reserve the right to fulfill any executive decision agreed upon by the SFSS, as they see appropriate. These decisions will be made in conjunction with the Event Terms of Reference.

3. Booking Policies

- All room bookings requests, including bookings for events in SFU spaces, must go through the SFSS room booking form on the club portal.
- b. If an event is booked on an SFU space, SFSS must wait for SFU's approval before the Society confirms the event bookings with club members. Events on these spaces must abide by SFU Policies.
 - i. SFU may request information, through the SFSS, on:
 - 1. room usage
 - 2. ticket sales and marketing
 - 3. A/V requirements
 - 4. Food requirements
 - 5. Any other relevant event details
- c. You agree to utilize the Event Planning Toolkit to assist in the planning of your event, to be provided by the SFSS.

- d. Failure to completely fill necessary forms or requests prior to provided deadlines may result in your booking request not being approved and/or cancelled.
 - i. It is recommended to have all requests submitted no later than 10 business days prior to the scheduled event.
- e. Requests for additional services, equipment, and space are subject to availability and are not guaranteed.
- f. You agree to respect and abide by established deadlines for event requests including but are not limited to: A/V bookings, space bookings, catering requests, grant requests, security requests.

4. Marketing and Communications

a. You agree to not promote or proceed in the sales of tickets until the SFSS have fully approved your event.

i. Please refer to section 5.b.

- b. Graphic designs and logos must adhere to the SFSS Brand Guide, if graphics do not adhere to the guide the club will be subject to disciplinary action at the discretion of the SFSS.
- c. Posters, notices, and advertisements may only be displayed on notice boards provided for such items.
 - i. These items are not permitted on walls, glass, concrete surfaces, and or doors. Please refer to the SFU Policy <u>here</u>.

5. Finances

- a. Profits made from group events must be utilized towards the mandate of the collective host group, and not for the benefit of independent individuals.
- b. The SFSS, staff, and its affiliates are not responsible for any net financial losses incurred from events.
- c. Upon SFSS request, event organizers agree to disclose accurate information of ticket sales, number of event attendees, total expenses, and revenue made.
 - i. Failure to do so may result in disciplinary action(s) taken against organizers. at the discretion of the SFSS.

6. Food & Alcohol

- a. You agree to obtain all necessary permits and licenses to ensure the success of your event.
 - i. All food served must be accompanied by a copy of a valid Food Permit, submitted to the SFSS Student Centre in advance.
 - 1. Temporary food health permits must be obtained from Fraser Health.
 - ii. Special Event Permits may be obtained online.
 - iii. Serving It Right certificates may be obtained online.
 - iv. A valid *Food Safe Level 1* certificate is required by at least one person who will be handing/serving the food
- b. The serving of alcoholic beverages is subject to both <u>provincial regulations</u> and <u>SFU</u> <u>policy</u>.
 - i. Failure to abide by these terms will result in disciplinary action(s) taken against you, at the discretion of the SFSS.

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- c. Catering for events held on SFU property at the SFU Vancouver and Burnaby campuses must be ordered through SFU Catering Services.
- d. Events held on SFSS property may order catering through any third party caterer.
- e. For events at SFU Surrey, there is no mandated caterer. Please ensure you order from a third party caterer with a commercial kitchen, or contact surrey@sfss.ca for catering recommendations.

7. Transportation

- a. Events which require transportation to and from an event must receive approval from an SFSS Member Services Coordinator.
- b. Once given proper approval, you and all participants must fill out the appropriate SFSS waiver forms to be provided by the Coordinator.

8. Conduct

- a. You and all event participants shall behave in a friendly, positive, and secure manner which ensures the safety of all involved.
- b. The participation in any prohibited conduct will result in offending persons or groups to be subject to disciplinary actions, being administered at the discretion of the SFSS. Prohibited conduct includes but is not limited to:
 - i. Theft and vandalism
 - ii. The stealing, defacing, or destruction of property
 - iii. Assaulting, harassing, intimidating, or threatening another individual or group
 - iv. Endangering the health and/or safety of others
 - v. Storing, possessing, using, or distributing weapons or dangerous goods
 - vi. Storing, possessing, using, or distributing illegal drugs or alcohol
 - vii. Stealing, misusing, destroying, defacing, or damaging university property or property belonging to someone else
 - viii. Hazing
 - ix. Violating any other institutional, municipal, provincial, or federal policies and laws
 - x. Encouraging, aiding, or conspiring in any such prohibited conduct

9. Risk Management

- a. During the planning of your event, a risk assessment will be conducted by the SFSS and any relevant SFU departments. If significant risk will be present, you must provide an Event Emergency Plan to the SFSS Coordinators at least two weeks before the event. It is recommended that organizers for larger events submit Event Emergency Plans at least one month in advance. Examples of emergency plans can be provided upon request.
 - i. <u>Failure to do so will result in disciplinary action(s) taken against you, at the discretion of the SFSS.</u>
- b. You agree to report medium- or high-risk elements to the SFSS as soon as it is brought to your attention. Any additional costs associated with the safety and success of the event will be incurred by the event organizers.

simon fraser student society

i. <u>Failure to report these may result in disciplinary action(s) taken against you,</u> <u>at the discretion of the SFSS.</u>

10. Emergency Situations

a. You agree to report to the SFSS any incidents where intervention from Campus Security, RCMP, EMS, and any other official authority was required.

11. Liability and Insurance

- a. The SFSS, staff, and its affiliates will not be held responsible for any injuries or damages incurred by individuals who are not members of the SFSS.
- b. You and all event participants agree to sign a waiver form if required by the SFSS.
 i. <u>Failure to do so will result in cancellation of your event.</u>
- c. You agree to reimburse the SFSS for any damages or losses caused to any property during the event, including but not limited to audio visual equipment, building infrastructure, furniture, or any other unmentioned properties.
- d. Certificates of Insurance are recommended to be requested from the SFSS for your event. To do so, please contact the Student Centre at <u>studentcentre@sfss.ca</u>
- e. The responsibility to procure any appropriate event documents will fall upon the event organizers.
 - i. Failure to do so may result in the cancellation of your event.
- f. You agree to indemnify the SFSS for the consequences following any breach in the policies stated in this Events Terms of Reference.

12. Agency

- a. The views and actions expressed during the event do not necessarily represent those of the SFSS.
- b. Event organizers are not permitted to enter into contractual agreements unless they are approved by the SFSS. Where there may be a conflict, this document will prevail.
 - i. Event organizers must notify the SFSS Coordinators of any extraneous agreements they attempt to enter into, and must have them approved prior to legitimately entering into the agreement.
 - ii. <u>Any agreements that have not been approved by the SFSS will result in the event being cancelled and disciplinary action being taken against the organizers, at the discretion of the SFSS.</u>

If the rules set out in this document are not followed, SFSS Coordinators have the authority to administer disciplinary actions to the event organizers until the issues are resolved. Member Services Coordinators may also perform random audits to ensure that event organizers are following these Terms of Reference.

Should there be any questions, please contact the SFSS Student Centre at studentcentre@sfss.ca.

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FP-13: HEALTH AND DENTAL PLAN RESERVE FUND

POLICY TYPE: FINANCE PO	LICY						
Policy Title: Health and Dental Plan Reserve Fund							
Policy Reference Number: FP-13							
				Adopted:			
Next Scheduled Revision: April 2022							
				Previous Revisions			
Position	Signature		Date				
Board President							

Policy

13.1 The Health and Dental Plan Reserve Fund was established in order to ensure that the Society has the resources necessary should the cost of the Health and Dental Plan exceed the Student Society Fee established. This Fund is also accessible to members requiring a psycho-educational assessment through an extra-contractual arrangement between the Society and the insurer (the Society's health and dental plan provider) that utilizes the Health Plan Reserve Fund to allow students to be reimbursed for psycho-educational assessments (PEAs).

Definitions

Psycho-educational assessment: These assessments involve psychological testing to analyse a person's mental processes that underlie their educational performance. A Psycho-educational assessment can help students in need identify areas of strength and weakness in their learning profile and obtain a deeper understanding of their educational abilities, as well as assisting with any academic accommodations they may wish to request through SFU's Centre for Accessible Learning. Pyscho-educational assessments may cover learning assessments for Specific Learning Disorders, and assessments for other conditions such as ADHD.

Health Plan insurer: Pacific Blue Cross is the Health Plan insurer for the Society.

Standards

13.2 The Society will work to maintain the fund at \$500,000.

13.3 To request and receive academic accommodations through SFU's Centre for Accessible Learning (CAL), a PEA may be required for students. Academic accommodations are used to provide support to students encountering academic barriers. Students that do not request academic accommodations through CAL but would still like to undergo a PEA may also do so, regardless of diagnosis.

[13.4 In order to receive reimbursement for an PEA, the following qualifications must be met:

(a) Students who receive or are approved for student loans may qualify for provincial funding, which covers the full cost of the PEA. If students do not qualify for provincial funding, the SFSS Health Plan will reimburse up to 80% of the cost, to a maximum of \$3,000 annually. This benefit is only available to members (SFU undergraduate students) directly enrolled in the Plan, and not available to dependents that may be covered under the Plan. Both positive and negative diagnoses are covered.

Process

13.5 Proposals for accessing the Health and Dental Plan Reserve Fund for reasons other than a PEA reimbursement are to be submitted in writing to the SFSS Vice-President Finance.

13.6 Members seeking an PEA may contact CAL to review histories and reports which may suggest the presence of a specific learning disability and thus the need for confirmatory testing. CAL does not specifically provide referrals, but may recommend a first screening be conducted before a PEA. If a screening or PEA is required, students can choose to see either a registered psychologist in a private practice OR have the testing conducted by a certified school psychologist within their employment role. Payment for these services is done upfront. For members that have already undergone testing, please see <u>Documentation Guidelines for Students with Disabilities</u>, available from CAL, for a list of required documentation.

13.7 To receive reimbursement for a first screening and/or PEA, the following steps must be taken:

- (a) Members must submit their first screening and/or PEA claim under the psychology benefit of their SFSS Health Plan first, even if they have already exhausted the maximum psychology benefit amount for the policy year. Members must include:
 - i. A completed Health Claim Form, and
 - ii. A final receipt which includes the practitioner's name and licensing information as well as a breakdown in the number of hours required to complete the assessment.
- (b) Once the claim has been processed and paid (or denied) under the member's individual psychology benefit, the student will receive an Explanation of Benefits from the Health Plan insurer.
- (c) Members shall then submit their claim to Studentcare for review and processing the extracontractual benefit. Up to \$500 shall be reimbursed to the member as part of their regular Health & Dental Plan psychology benefit, unless the member has already claimed the maximum of this benefit, in which case 80% of the cost will be covered by the Health & Dental Plan Fund, and the remaining balance of the 80% cost shall be reimbursed by the SFSS Health & Dental Plan Fund. The member must provide the following:
 - i. A completed Health Claim Form,
 - ii. A photocopy of the member's detailed receipt from the registered psychologist who rendered the services. The receipt must include a breakdown of the number of hours required to complete the Psycho-Educational Assessment, and

- iii. A photocopy of the member's 'Explanation of Benefits' received from the Health Plan insurer following the member's submission under their individual coverage.
- (d) Members may only claim reimbursement for PEAs conducted in the current fiscal year (September 1st to August 31st). Requests for reimbursement may be submitted up to 90 days after the end of the fiscal year. Claimants must be members of the SFSS upon undergoing a PEA.

13.8 All claims for reimbursement of a PEA through the Health & Dental Plan Reserve Fund will be reviewed and approved on a case-by-case basis by the Health Plan insurer, in accordance with applicable privacy legislation and policies.] In order to disperse funds from the Health & Dental Reserve Fund for the purpose of reimbursing students for PEAs, the following steps must be taken:

- (a) Studentcare is responsible for submitting an Extra-Contractual Cost Plus Claim Form, indicating the cost, without any personal information included to maintain the highest privacy standards, to the SFSS Operations Organizer and SFSS Finance Coordinator for review,
- (b) A signing officer of the Society shall sign off on the form and submit a cheque requisition to the SFSS Finance Office for processing,
- (c) All cheques are to be made payable to the Health Plan insurer,
- (d) The SFSS Finance Office shall process the cheque and completed form, and ensure it is submitted to the Health Plan insurer, and
- (e) Upon receiving the completed file and cheque, the Health Plan insurer will reimburse the paying party (the member).
- (f) Should a claim be denied, any requests for information shall be directed to the SFSS Accessibility Assistant (accessibility@sfss.ca).