# 1. CALL TO ORDER

Call to Order – 2:01PM

## 2. TERRITORIALACKNOWLEDGMENT

We respectfully acknowledge that the SFSS is located on the traditional, unceded territories of the Coast Salish peoples, including the x<sup>w</sup>məθk<sup>w</sup>əýəm (Musqueam), Skwxwú7mesh Úxwumixw (Squamish), Selílwitulh (Tsleil-Waututh), k<sup>w</sup>ik<sup>w</sup>əλəm (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 Board Composition VP Finance.....Corbett Gildersleve VP Student Life ...... Jennifer Chou At-Large Representative ...... Phum Luckkid Faculty Representative (Communications, Art, & Technology) ..... Haider Masood Faculty Representative (Education) Faculty Representative (Environment) ...... Anuki Karunajeewa Faculty Representative (Science).......WeiChun Kua

 3.2 Society Staff

 Operations Organizer
 Ayesha Khan

 Administrative Assistant
 Brianna Mau

 Administrative Assistant
 Somayeh Naseri

 Member Services Coordinator – Student Unions and Groups
 Anna Reva

 Out on Campus Coordinator
 Ashley Brooks

 Women's Centre Coordinator
 Athena Guertin

 Digital Media Content Creator
 Julia Carneiro

 First Nations Coordinator
 Clubs

 Member Services Coordinator – Clubs
 Nancy Mah

 Member Services Coordinator – Clubs
 Melanie Ling

 Member Services Coordinator – Surrey
 Shelley Durante

 Communications Coordinator – Surrey
 Shelley Durante



#### 3.3 Guests

Incoming VP Equity and Sustainability	Marie Haddad
Incoming VP Events & Student Affairs	.Jess Dela Cruz
Incoming VP University & Academic Affairs	Serena Bains
Incoming VP Finance & Services	Almas Phangura
Student	Abhi Parmar
Student	.Alea Mohamed
EVSCSU	.Chloe Homenuke
Student	.Derian Chow
Student	.Gabby Doebeli
Student	.Karissa Ketter

#### 3.4 Regrets

	-8		
Facul	ty Representative (Business)	Mehtaab	Gill

### 4. CONSENT AGENDA

#### 4.1 CONSENT AGENDA

Be it resolved to adopt the consent agenda by unanimous consent.

#### CARRIED UNANIMOUSLY

**4.1.1.** MATTERS ARISING FROM THE MINUTES-Board Minutes-MOTION BOD 2021-04-30:02

Be it resolved to receive and file the following minutes:

• BOD 2021-04-23

# **4.1.2.** MATTERS ARISING FROM THE MINUTES- Committee Minutes-MOTION BOD 2021-04-30:03

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

- AC 2021-04-12
- BIPOC 2020-09-01
- BIPOC 2020-09-21
- BIPOC 2020-11-02
- BIPOC 2020-11-30
- BIPOC 2021-04-12
- FASC 2021-04-20
- Removed Adoption of the Agenda from consent agenda to a separate section: Item 5.1

#### 5. ADOPTION OF THE AGENDA

#### 5.1 ADOPTION OF THE AGENDA- MOTION BOD 2021-04-30:01 Matthew/Gabe

Be it resolve to adopt the agenda as amended. CARRIED AS AMENDED UNANIMOUSLY

• Add Section 7 Ratification of Regrets.



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- Add Section 6 Presentation 6.1 Board Year in Review.
- Add New Business 9.2 Agreement with Fraser International College.
- Add Discussion Item 10.2 SFPIRG Transformative Justice Summer School Event.
- Add New Business 9.3 SUB Activism Project.
- Add Discussion 10.3 TMX Survey Report.
- Add Announcements 15.1 Board and Committee Exit Report Reminder.
- Add Announcement 15.2 Board and Committee Work Report Reminder.
- Add New Business 9.4 SUB Space Allocation Proposal Filing.
- Add Section 13 Notice of Motion Amend FP-12 Space Expansion Fund.
- Add New Business 9.5 Appointing a Staff Liaison Officers.
- Add New Business 9.6 Appointment of a Legal Liaison Officer.
- Add New Business 9.7 Appointing the President to the Collective Agreement Bargaining Committee.
- Add New Business 9.8 Appointing Signing Officers for the 2021/22 Elected Term.
- Add Section 8 Report from Committees.
- New Business 9.9 SFU Esports Memorandum of Understanding.
- Add Announcement 15.3 SFSS Submission to the BC Police Act Review 2021.
- Add New Business 9.10 Campaigns and Mobilization Coordinator.
- Add New Business 9.11 SFPIRG Transformative Justice Summer School.
- Add Announcement 15.4 Acknowledgments.
- Add Presentation 6.2 Honour Song by VP Student Services at the end of the meeting.

### 6. PRESENTATION

#### 6.1 Board Year End Review

- This year has been unlike any other with the entire Board term being completed online.
- The presentation goes over the biggest items in the strategic plan and also things that the Board thinks is important for the membership to know.
- Mission statement was changed this year to also recognize the need to build student power.
- Academic Advocacy
  - Includes relaying what the Board is hearing from students and making demands for change to the SFU Administration where they see appropriate.
  - $\circ$  Supporting students through various initiatives to make life and education more affordable.
- The SFSS is a student-created and run organization, so ensuring that power stays in student's hand, and that money is used for student supports is important.
- Wanted to see improved transparency and accountability from the SFSS in the future.
- Thank you was expressed to students, staff, community organizers, SupportiveSFU Departments and partners, Board & Council.

#### 6.2 Honour Song by VP Student Services

• Presented at the end of the meeting.

# 7. RATIFICATION OF REGRETS

### 7.1 MOTION BOD 2021-04-30:02

#### WeiChun/Gabe

*Be it resolved to ratify regrets from Mehtaab Gill.* CARRIED UNANIMOUSLY

• Faculty Representative (Business) had a deferred exam.

## 8. REPORTS FROM COMMITTESS

#### 8.1 University and Academic Affairs Committee

- Struck a working group on Emergency Response and Student Engagement which organized the Food Hub and was led by VP External.
- Faculty Representatives (Health Sciences and Environment) coordinated Mandatory Anti-Racism education working group and workshops.
- At-Large Representative (BJ) and COVID 19 Coalition organized the COVID 19 Town Hall which mobilized students as education online is not the same as in-person. This drove students to attend the AGM to condemn SFU for their tuition hikes.
- The committee really helped bring the Pass/Credit/No Credit grading scheme into fruition.
- Also focused on stopping exam invigilation and proctoring to protect student privacy.
- Thanks was expressed to President for her work on Burnaby Mountain Gondola advocacy and VP University Relations will continue this work.
- Continuing to work on Open Educational Resources and decreasing prices of educational material, and a big thanks was expressed to Faculty Representative (Education).

#### 8.2 Governance Committee

- There were many policy amendments.
- Created a standing order for First Year Engagement Committee which continues on.
- BIPOC Committee is the first time BIPOC students have had a guaranteed space within the SFSS, and thanks was expressed to VP Student Services and At-Large Representative (BJ) for establishing it.
- Administrative and government restructuring put more power back into student hands to allow them to make and be held accountable for decisions.
- By-law review was a huge thing that happened with collaboration from many people.
  - It is probably the most substantial shift in organization structure in SFSS history.
  - It propels the SFSS towards more democratic decision making and more representative bodies. There is also guaranteed seats for equity seeking groups on Council now.

#### 8.3 Accessibility Committee

- Many projects are still ongoing.
- Hired Accessibility Designated Assistant, who has been helping a lot with Accessibility Standard Policy appendices, like:
  - Accessible in person and online event checklists



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- o Accessibility Fund Request forms
- Created various guides on how to book CART Captioning and request funding from the Accessibility Fund
- o Accessibility supplies for the SUB
- Other projects that are ongoing include:
  - o SUB Accessibility Audit to improve the accessibility of the SUB
  - Having an Accessibility Bursary to help students experiencing barriers get more support
  - Shoutout to Faculty Representative Education, for working hard on Psychoeducational Assessments for the past two years, consulting with the committee and the SFU Disability and Neurodiversity Alliance

#### 8.4 Events Committee

- Many fun events and social media campaigns, like Stranger Things Murder Mystery Night, and trivia nights which helped students de-stress and connect with each other.
- Collaborations on Mental Health Monday with Health & Counselling, Global Talent Night with SFU Global Student Centre, and Pets and Yoga with SFU Recreation.
- We also collaborated with multiple student groups for cultural week and dance week.
- Learning workshops like food workshops, bullet journaling workshop, time management workshop, origami rose workshop, and more.
- Lots of giveaways students loved, especially Mental Health Mondays giveaways every month which encouraged students to think about their health and well-being.

#### 9. NEW BUSINESS

9.1 Finance and Administrative Services Committee Recommendation on Council Remuneration Proposal-MOTION BOD 2021-04-30:03

#### Corbett/Gabe

Whereas the FASC has received a stipend remuneration motion through the SFSS Council Remuneration Proposal,

Whereas there has been consultation conducted with the Board, Council, and undergraduate students through meetings and a survey,

Whereas the survey shows support for the councillors and executive committee members receiving a stipend. survey responses stated that student labour should be compensated and that a Living Wage stipend would help marginalized students participate as student leaders,

Whereas the Living Wage Model is easier to implement and provides Council and Executive Committee Members with a base living wage stipend,

Whereas FASC recommends to the Board and Council to adopt the Living Wage Model as outlined in the SFSS Council Remuneration Proposal

Be it resolved that the Board of Directors adopt the Living Wage Model as outlined in the SFSS Council Remuneration Proposal

Be it further resolved to amend R-2 to read:

2.13 In recognition of the time Non-Executive Councillor's volunteer, the Society provides a stipend of \$350.00 per month starting in May 1st, 2021 and \$390 per month starting in May 1st, 2022 and thereafter.

2.14 In recognition of the time the Council Vice Chair volunteers, the Society provides a stipend of \$525 per month starting in May 1st, 2021 and \$585 per month starting in May 1st, 2022 and thereafter.

Be it further resolved to amend R-3 to read:

3.13 In recognition of the time Executive Officers volunteer the Society provides a stipend of \$2100 per month starting in May 1st, 2021 and \$2340 per month starting in May 1st, 2022 and thereafter.

Be it further resolved to repeal R-15.3 to R-15.7 and renumber the R-15

*Be it further resolved to amend R-4 to read:* 

4.3 Remuneration paid to the Council members shall be in the form of semi-monthly payments. Payroll processing will occur on the first business day on the 15th and the last business day of the month.

Be it further resolved to repeal 4.4

Be it further resolved that due to the mixed feedback concerning the way that accountability and stipend reductions occur, R-4.5 to R-4.19 should be reviewed with Council and amended at a future date.

#### CARRIED AS AMENDED UNANIMOUSLY

- The proposal is a result of AGM by-law changes.
- The initial idea was to redistribute funds from Faculty and At-Large Representatives' stipends and put it into Council Representative stipends.
  - When we looked into the history of stipends, a report showed that stipends have not changed since 2008 and resulted in current stipends being below minimum wage.
- Many Board members have had to work second jobs to cover their cost of living which makes it difficult for them to fully commit to the Board.
- Explored a base of a living wage, and also looked at future budgets forecast for the next couple of years.
- Came up with a plan to reach the goal of the living wage over multiple years which was presented to the Board in March.
  - $\circ$  Got feedback from the Board and completed consultation with Council.
  - Answered question in as much detail as possible using policies and the Society Act.
- Surveys were sent out via email, social media, and student representatives.
  - 0 318 responses which are summarized in Appendix of FASC Recommendation
  - Concerns were raised about amount of stipends increase and accountability measures.
- The Finance and Administrative Services Committee reviewed feedback on Tuesday and approved the recommendations.
- If approved, this model would start May 1<sup>st</sup> for the next SFSS Executive and Council.
- Support was expressed for the motion by multiple Board members.



- Belief that labour should be compensated according to the amount of work and hours that people are putting in.
- Board roles could be full time, but that is not possible as everyone is also a student. It is a challenging balancing act.
- Shocking that there has not been a change in 13 years.
- This is an example of removing systemic barriers to getting involved. Many students who want to get involved just cannot afford to, so this will make the society more equitable and inclusive.
- Accountability and transparency were also the some of the reasons for the Executive-Council model.
- Student cost is at an all time high, and this really restricts student involvement.
- Board members also shared that it is difficult for international students to get involved because of how much their tuition costs.
- Making space adequate for marginalized students to get involved.

# **9.2** Agreement with Fraser International College-MOTION BOD 2021-04-30:04 Osob/Corbett

Whereas the Simon Fraser Student Society initially entered into a service sharing agreement with Fraser International College on January 2nd, 2019 for a term of two years;

Whereas the agreement will see the SFSS continues to provide a broad range of service and support for students attending Fraser International College;

Whereas the agreement has been extended as of January 2nd, 2021 for a term of five years;

Be it resolved that the Board of Directors receive and file the attached Services Agreement with Fraser International College.

#### CARRIED UNANANIMOUSLY

- At the beginning of the year, President, VP Finance, VP External and Faculty Representative (Communication, Art & Technology) met with FIC and discussed the agreement. They were able to come to a conclusion that both groups see value in it.
- The agreement gives FIC students access to SFSS services like Out on Campus, the Women's Centre, food bank, room booking, access to clubs, legal clinic and much more.
  - FIC students do pay fees to the SFSS in exchange.
- Ensures that FIC students are able to receive support, and also helps SFSS receive some revenue as well.
- The agreement has been signed and it is just being received and filed today.
- The agreement is 5 years long which both sides wanted. It was restructured a bit and a few small things were added to smooth things out, but it is mostly the same.
- This will also give SFSS a more stable aspect of revenue now and it can also welcome FIC students, and work with them more as the agreement is for a longer period now.
- Associate membership for FIC would need to include a referendum with FIC students.

#### 9.3 SUB Activism Project -MOTION BOD 2021-04-30:05 Corbett/WeiChun

Whereas it's vital for the SFSS to preserve and showcase its history of activism, student power, and nature of the radical SFU campus,



Whereas the new Student Union Building will serve as a central space for students to connect and organize,

Whereas the SUB Activism project will inspire and motivate students towards demonstrating collective student power,

Whereas the Build SFU fund was established to build the Student Union Building and costs can be expanded from it for the construction, improvement, and other such matters related to the building,

Be it resolved that the Board approve of the SUB Activism project,

*Be it further resolved that the Board allocates* \$23,921.30 *from the Build SFU line item or another relevant line item as determined by the VP Finance for the project,* 

Be it further resolved that the VP Finance be directed to work with the relevant parties for the necessary installation of the project.

Be it further resolved that any changes to the selection of images or revision to this activist history project in the future has to be made and passed by a vote of the Board of Directors/Council, and not the Exec committee, staff, or any other committee, unless explicitly authorized by the Board of Directors/Council.

#### CARRIED AS AMENDED UNANIMOUSLY

- Old SFSS photos in an archive were given to the SFSS when the SFU General Manager ended his employment.
- Important for them to be showcased in the SUB to show students how prominent student activism was on campus.
- There is a lot of empty spaces on the wall that will need decorative elements as well.
- Presentation of a few pictures included the DebtWall Rally in 1998, Stop the Cuts in 1995, National Day of Action in 1998 and APEC Action in 1997. Also includes recent activism from 2019 and 2020.
- Briefing note includes layout of costs from London Drug and Michaels which includes framing, enlargement, printing photos and a 30% contingency fee.
- Building Manager mentioned that an existing mural will need to be put up in the SUB that was painted by students. If there is interest in a bigger mural, future Boards can explore that.
- Amended to strike out "and has X in the line item for the type of expenditures," for the 4<sup>th</sup> Whereas clause.
- Board members spoke up in favour of this motion and expressed excitement to see the photos up.
- Has potential to spark student involvement, empowerment and community building.

#### 9.4 SUB Space Allocation Proposal-MOTION BOD 2021-04-30:06

#### **Corbett/Matthew**

Whereas the Board of Directors on July 10, 2020 approved the SUB space allocation proposal

Whereas the Board tasked President Osob Mohamed and VP Finance Corbett Gildersleve to enter into agreements with FNSA, SOCA, DNA, CJSF, Embark, and SFPIRG on behalf of the Board of Directors

Whereas these agreements have been completed and signed



Be it resolved that the Board of Directors receive and file to our corporate records the following Letter of Agreements and SUB subleases

- SUB Sublease CJSF
- SUB Sublease Embark
- SUB Sublease SFPIRG
- Letter of Agreement First Nations Student Association
- Letter of Agreement Students of Caribbean and African Ancestry

#### **CARRIED UNANIMOUSLY**

- Two separate sets of agreements that are similar to each other.
- Allocating space to groups in the SUB has been modified a bit.
- SUB Sublease have been signed and are for independent student societies groups.
  - They also lay out relationships and responsibilities.
  - There is potential to amend the agreement.
  - At least one semesterly meeting is required between SFSS and these groups to prevent unintentional divide and to cultivate strong communication.
- Letter of Agreement are for groups under the SFSS, and lays out responsibilities including staff roles, fees, cost etc.
  - Outlines that these groups have a collaborative relationship with the SFSS.
- SFU Disability and Neurodiversity Alliance still needs to sign and will meet in May to discuss and sign the agreement.
- This conversation is not new and can be traced back to 2011. It was revived in 2018 and is incredibly important. It is a part of restorative justice to correct the harm that was done to these groups when they were not given space in the SUB.
  - $\circ$   $\;$  It led to coalition building and got a lot of community members involved.
  - Black Spaces Matter and Save our Spaces campaigns were launched.
- Several Board members expressed support.

#### 9.5 Appointing a Staff Liaison Officer-MOTION BOD 2021-04-30:07 Matthew/Corbett

*Whereas, Article 3.3 (p. 4) of the Collective Agreement requires that the Board appoints a member of the Board to be the Staff Liaison Officer;* 

Whereas, Bylaw 4.10(j) requires the President to "ensure compliance with and enforcement of all relevant Collective Agreements, employment contracts and staff relations policies."

Whereas, an SLO needs to be appointed for the 2021/22 Council term.

Be it resolved to appoint incoming President Gabe Liosis and Operations Organizer Ayesha Khan as a Staff Liaison Officer for the 2021/2022 elected term.

#### CARRIED UNANIMOUSLY

- Continuity motion as per the Collective Agreement and By-laws.
- New term starts tomorrow.

# 9.6 Appointment of a Legal Liaison Officer-MOTION BOD 2021-04-30:08 Gabe/Sude

Whereas, as per By-Law 4(10)(l), the President "[c]ommunicate[s] with legal counsel, as needed";

*Be it resolved to appoint incoming President Gabe Liosis as Legal Liaison Officer for the 2021/22 Council term;* 

Be it further resolved that if Councillors or Staff require legal advice, the Legal Liaison Officer is notified each time legal consultation is being sought;

Be it further resolved that the Legal Liaison Officer shall give direction in consultation with the Executive, for the selection, changing, or continued usage of specific lawyers in order for the services to be billed to the Society.

#### **CARRIED UNANIMOUSLY**

- Continuity motion and is just to make sure the duty is transferred to incoming President.
- Ensures that we all know what is going on regarding the society seeking legal advice.

# 9.7 Appointing the President to the Collective Agreement Bargaining Committee-MOTION BOD 2021-04-30:09

#### Gabe/Matthew

Whereas, on January 29th, 2021, the SFSS Board of Directors appoint President Osob Mohamed to the Bargaining Committee;

Whereas, the Collective Bargaining process is ongoing and was not completed before the completion of the 2020/2021 Board term;

Whereas, President Osob Mohamed was the only Director on the bargaining committee not to be reelected for the 2021/2022 elected term;

Be it resolved to appoint incoming President Gabe Liosis to the Bargaining Committee to replace President Osob Mohamed in order to continue negotiating our Collective Agreement with CUPE 3338.

#### **CARRIED UNANIMOUSLY**

- Goal was to have the agreement ratified at this meeting, but bargaining is continuing into next term.
- This is to fill the President's seat on the bargaining committee with the incoming President.

# 9.8 Appointing Signing Officers for the 2021/22 Elected Term-MOTION BOD 2021-04-30:10 Gabe/Sude

Be it resolved to appoint incoming President Gabe Liosis, incoming VP Internal & Organizational Development Corbett Gildersleve, incoming VP Finance & Services Almas Phangura, incoming VP University & Academic Affairs Serena Bains, and Operations Organizer Ayesha Khan as signing officers for the 2021/22 Council term.

#### CARRIED UNANIMOUSLY

- Continuity motion as per the by-laws.
- Ensures that the signing officer roles are passed off to the relevant positions and portfolios.



# 9.9 SFSS and SFU Esports Memorandum of Understanding-MOTION BOD 2021-04-30:11 Jennifer/WeiChun

Whereas SFU Esports has worked with and presented their proposal for the SUB Gamer's Lounge,

Whereas SFSS and SFU Esports have drafted a Memorandum of Understanding regarding the responsibilities of operating in the SUB Gamer's Lounge,

Be it resolved that the SFSS approves that SFU Esports operates the SUB Gamer's Lounge.

*Be it further resolved that the SFSS approves the Memorandum of Understanding between SFSS and SFU Esports.* 

Be it further resolved to authorize the President and VP Finance to sign onto the Memorandum of Understanding between SFSS and SFU Esports on behalf of the SFSS.

Be it further resolved to task the VP Finance with working with SFU Esports to develop a budget for the lounge.

#### **CARRIED UNANIMOUSLY**

- In September, SFU Esports presented a proposal for the SUB Gamer's Lounge, and they addressed some questions Board members had.
- In April, the SFSS Board discussed the Memorandum of Understanding (MOU) with SFU Esports, and since that meeting, VP Student Life has consulted with the SFSS's lawyers, the Student Union Building Manager, and other Board members regarding the MOU.
- Some significant include that:
  - SFSS will be responsible for paying for and coordinating upgrades to the Gamer's Lounge space within reason, liaising with other groups if required.
    - This means if the SFSS is not able to get sponsorships for equipment due to delays, they will be responsible for paying for equipment like PCs for the Gamer's Lounge.
  - SFSS will also respond to any Gamer's Lounge space booking requests and inform SFU Esports Association of space booking details such as the date the space will be used. This will prevent double booking and conflicting events.
    - SFU Esports will have to book space usage with the SFSS if they want to have the room to themselves.
      - They cannot exceed on average 15 hours of exclusive space usage per week.
  - SFSS will also oversee and manage the use of the Gamer's Lounge by groups other than SFU Esports. Such oversight will typically be coordinated by the SFSS Oversight Committee on Society Spaces.
    - This is a new committee according to the policies the Board passed at theur last meeting, and it will be formed in May.
  - SFU Esports will provide staff or volunteers to manage and supervise the Gamer's Lounge. This provision is subject to review, and the SFSS may, in its sole discretion, decide to provide SFSS staff to manage and supervise the Gamer's Lounge. SFU Esports Executives who manage the Gamer's Lounge must attend mandatory training sessions as determined by the SFSS each year before managing the Gamer's Lounge.
    - The language gives room for change since things are uncertain right now.



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- We are unsure how this will go, so the intent is to have SFU Esports manage the lounge. Depending on how that goes, we may either hire an SFSS staff support person or continue to let Esports manage the lounge. It is hard to tell because the space has not been used yet and SFU Esports as a club may have turnover every few years.
- $\circ$  Breach of space protocols
  - Can call a meeting to discuss.
  - If cannot reach an agreement at this meeting, SFSS may temporarily suspend access to the Gamer's Lounge.
  - May form an ad hoc committee to resolve any issues (with more people).
  - If an agreement cannot be reached, then the SFSS Oversight Committee on Society Spaces will undertake an investigation.
- Appendix A: floor plans
- Appendix B: inclusivity and safety guidelines
  - We also provided resources for learning like the SFSS Issues Policies and various definitions like intersectionality, anti-racism, and universal design.
  - We encouraged hosting events in the lounge for marginalized community groups and providing accommodations so the space can be safe and accessible for everyone.
  - If there are any issues, whoever is supervising the Gamer's Lounge at the time will intervene and report this incident to the SFSS President.
    - There is a procedure for next steps, like asking the perpetrator to leave after two warnings, shutting off their computer, and suspending usage of the space.
    - Everything else should follow the Breach of Space Protocols section of the MOU.
- Some Board members spoke up in favour of this.
- Standing order for the SFSS Oversight Committee on Society Spaces has not been created yet, so the Governance Committee should do that quickly.

#### 9.10 Campaigns and Mobilization Coordinator-MOTION BOD 2021-04-30:12 Balqees/Matthew

Whereas the Campaigns, Policy and Research Coordinator position used to be one role to focus on both campaigns as well as policy research and the role has been too vast,

Whereas, it is the intention to split the position to allow for two roles so that there is one staff person focusing on campaigns and mobilization, and another focusing on the policy research and community affairs, the latter of which has already been approved,

Whereas the Campaigns and Mobilization Coordinator will be vital to the campaigns, advocacy, and mobilizing of students on various social justice, academic justice, racial justice, disability justice, climate justice, and equity issues on and off campus that impact students,

Be it resolved that the Board of Directors approve the creation of the Campaigns and Mobilization Coordinator position as outlined in the attached briefing note "BN-2021-04-30 Campaigns and Mobilization Coordinator" to position will work with the Board and staff to develop and implement campaign strategies that align with key advocacy priorities, and approve the accompanying Job Description, Be it further resolved that the Board of Directors strike the Hiring Committee and appoint the VP Equity and Sustainability 2021/22 - Marie Haddad, and the VP External and Community Affairs 2021/22 - Matt Provost, as employer representatives on the hiring committee,

Be it further resolved that the Board of Directors authorize the Hiring committee to make minor changes as agreed upon as necessary in line with this approved Job description for the Campaigns and Mobilization Coordinator position.

#### **CARRIED UNANIMOUSLY**

- There is a vacancy for the Campaigns, Policy and Research Coordinator, and this role is too • vast to cover all elements.
- Two dedicated staff members are needed to focus separately on policy research and community affairs, and on campaigns and mobilization.
- Recommendation made to establish a Campaigns and Mobilization Coordinator. •
- Briefing note includes timeline for hiring committee. •
- VP Student Services and Incoming VP Equity and Sustainability, Marie, are representatives • because they are part of the incoming Board, have lived experiences and an eye for equity. VP Student Services has experience on hiring committees and Marie has been very active with campaigns and mobilization.
- In the early to mid-2000's, the SFSS had multiple staff people for these roles, and the • Campaigns, Policy and Research Coordinator role was created in 2013 which is aligned to when the society shifted away from advocacy.
- Need infrastructure support from a staffing perspective to handle more work and support • committees. It will also increase capacity for campaigns and advocacy.

#### 9.11 SFPIRG Transformative Justice Summer School -MOTION BOD 2021-04-30:13 **Osob/Sude**

Whereas SFPIRG is hosting a Transformative Justice 'summer school' during June and July 2021;

Whereas this program consists of 6 interactive workshops that are free to all students and community members that will help people develop their knowledge and skills around organizing for transformative justice, mutual aid, and defunding the police

Be it resolved that the SFSS commit to co-sponsoring the event alongside SFPIRG

Be it further resolved to task the incoming President Gabe Liosis and VP Equity and Sustainability Marie Haddad to liaise with SFPIRG in the execution of this event.

#### **CARRIED UNANIMOUSLY**

- This motion lets SFPIRG know that the SFSS is committed and also gives incoming • Executives some direction.
- Relevant to recent Issue Policies passed on Police and Militarization. •

#### DISCUSSION ITEMS 10.

#### 10.1 Kevs Return for SUB and MBC

- Please connect with VP University Relations and Building Manager to return the keys. You can also get your deposit back.
- VP Finance will check with staff to see how the deposit is returned.
- If you are abroad right now, please contact VP Finance and Building Manager directly. •



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#### 10.2 SFPIRG Transformative Justice Summer School Event

- Gabby, SFPIRG's new Director of Engagement connected with President and VP University Relations about these workshops which will happen in June and July.
- 6 interactive workshops, free to community members, on organizing for transformative justice, mutual aid, campaigning and defunding the police.
- The SFSS was asked if it would be interested in co-sponsoring any or all of the events, providing financial support, and if anyone would be interested in speaking specifically about the police and policing.
- The next Executive will need to make decisions regarding financial support.
- Teri Rutty was suggested as a speaker.
- SFSS should support because it is related to the advocacy that we have been supporting all year.

#### 10.3 TMX Survey Report

- The report comes out of a survey that was conducted in April to get input from community members on the TMX Tank Farm.
- Got 571 responses, and most of it was from students.
  - The statistics could be useful to make into graphics to share for advocacy and use for lobbying.
- Gratitude was expressed by a guest for the chance to hear from students.
- Joy Johnson's recent statement shares a band-aid solution and a stronger statement needs to be made especially as SFU prides itself on being a leader in sustainability.
- Important to share this issue with first years, international students etc. as they may not be aware of this issue.

# 11. POINT OF ORDER

#### 11.1 MOTION BOD 2021-04-30:14

#### Gabe/Sude

*Be it resolved to Extend the meeting to 5:34pm.* **CARRIED UNANIMOUSLY** 

### 12. IN-CAMERA

#### 12.1 MOTION BOD 2021-04-30:15

#### Gabe/Matthew

Be it resolved to go in-camera for the remainder of the meeting.

Be it further resolved that the Board of Directors invite Marie Haddad, Almas Phangura, Jess Dela Cruz and Serena Bains to the in-camera session

#### CARRIED AS AMENDED UNANIMOUSLY

- CJSF Renovation
- Amended to add "Be it further resolved that the Board of Directors invite Marie Haddad, Almas Phangura, Jess Dela Cruz and Serena Bains to the in-camera session" for continuity.

# 13. EX-CAMERA

13.1 MOTION BOD 2021-04-30:16 Gabe/Sude Be it resolved to go ex-camera. CARRIED UNANIMOUSLY

# 14. NOTICE OF MOTION

#### 14.1 Amend FP-12 Space Expansion Fund

Whereas the 2020 Referendum History Report shows a different wording for the Space Expansion Fund compared to what is listed in our Financial Policies 12,

Whereas there were changes to the Space Expansion Fund's purpose in 2001 and 2010,

Whereas we have sought legal advice on the wording of the referendums to develop updated policy

Be it resolved that Council amend FP-12 Space Expansion Fund as presented.

## 15. ANNOUNCEMENTS

- 15.1 Board and Committee Exit Report Reminder
- 15.2 Board and Committee Work Report Reminder
- 15.3 SFSS Submission to the BC Police Act Review 2021
- **15.4** Acknowledgments

## 16. ATTACHMENTS

- 16.1 SFSS Board Year End Review 2020-21 (Presentation)
- 16.2 Governance Committee End-of-Year Report
- 16.3 UAA Committee End-of-Year Report
- 16.4 Accessibility Committee Exit Report (1)
- 16.5 Events Committee Exit Report (1)
- 16.6 SFSS-FIC-Services-Agreement-Signed (3)
- 16.7 SUB Activism Project
- 16.8 BN SUB Space Agreements
- 16.9 CJSF-Lease-and-Services-Agreement-Signed
- 16.10 SUB-Sublease-Embark-Signed
- 16.11 SUB-Sublease SFPIRG Signed
- 16.12 FNSA-SFSS Agreement 2020-signed1
- 16.13 SOCA-SFSS Institutional Relationship and Space Allocation Agreement Signed
- 16.14 SFSS and SFU Esports Memorandum of Understanding Briefing Note
- 16.15 SFSS and SFU Esports Association Memorandum of Understanding
- 16.16 BN-2021-04-30 Campaigns and Mobilization Coordinator
- 16.17 Draft Job Description Campaigns and Mobilization Coordinator
- 16.18 TMX Survey Report
- 16.19 FP 12.1 Space Expansion Fund Corrections
- 16.20 SFSS Submission to the BC Police Act Review

Online via Zoom Board of Directors Simon Fraser Student Society Friday, April 30<sup>th</sup>, 2021

#### 17. ADJOURNMENT 17.1 MOTION BOD 2021-04-30:18 Matthew/Corbett Be it resolved to adjourn the meeting at 5:49PM. CARRIED UNANIMOUSLY

**Dissent from Corbett** 

# simon fraser student society

# Board Year End Review

We respectfully acknowledge that the SFSS is located on the traditional, unceded territories of the Coast Salish peoples, including the xwmə $\theta$ kwəy'əm (Musqueam), Skwxwú7mesh Úxwumixw (Squamish), Sel 'íl witulh (Tsleil-Waututh), kwikwə $\lambda$ ' əm (Kwikwetlem) and qicə'y' (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.



SFSS completes successful first year working remotely during a global pandemic

SFSS aims to advocate for students, build student power, and provide resources and services that represent, connect, and benefit our membership

# Contents

- 1. Academic Advocacy
- 2. Events
- 3. Services
- 4. Bursaries & Financial Aid
- 5. Equity & Social Justice
- 6. Solidarity & Coalition Building
- 7. Organizational Development
- 8. Working Relationships
- 9. Media Presence

# 1. ACADEMIC ADVOCACY

**Student Well-being & University Relations** 

# Academic Advocacy

#### **COVID-19 Advocacy**

- Summer Student Survey
- <u>C-19 Coalition Town Hall</u>

### **Joint Operations Group**

 Monthly meetings with the Graduate Student Society & SFU Administration



### **Compassionate Grading**

- Pass / Credit / No Credit
- Withdrawal Extension

#### **President's Meetings**

• Between SFSS President, SFU President, & VP Academic

# Student Affordability Project Working Group

- Open Educational Resources
- Food Security
- Financial Predictability

# Student Technology Support

• Discounted hardware for SFU students

# **Academic Advocacy**

Scarborough National Charter on Anti-Black Racism and Black Inclusion in Canadian Higher Education

 In governance, research, teaching & learning, and community engagement SFU Gondola

• <u>Support and advocacy</u> <u>efforts</u>

# 2. EVENTS

**Student Engagement** 

https://www.instagram.com/sfss\_events/

# ► **28 collaborations** Clubs, SFU Health & Counselling, SFU Recreation





















INSTAGRAM TAKEOVER



First Nations Student Association

## Workshops to Learn From

- Bullet Journaling Workshop
- Jollof Rice & Plantain Food Workshop
- Food Justice Webinar
- Diwali Dance Workshop

# Fun & Games

- Stranger Things Murder Mystery Night
- Bob Ross Paint Night
- SFSS Trivia Night
- Pets Social

# Giveaways

- Holiday Giveaways
- Mental Health Monday Giveaways

Thanks for creating these fun contests to cheer us up during exam season. Even if you don't win anything, they're fun to do!



# 3. SERVICES

**Student Well-being & Student Financial Health** 

# **Student Services**

## StudentCare

- COVID-19 Enhanced Travel Plan
- Psycho-educational Assessments

## Health & Counselling Support

- Updated student resource list
- Advocacy for BIPOC wellness resources

## Farm to Campus Collaboration at SFU Surrey

• Affordable and low-barrier access to food



STUDENTCARE

# simon fraser student society **ENHANCED TRAVEL PLAN** Increased trip interruption coverage from \$5,000 to \$7,500 Increased trip interruptions or delay due to COVID-19 Now includes trip interruptions or delay due to COVID-19 related issues

#### Farm to Campus Surrey Food Hub Survey



# **Services & Supports**

#### **Burnaby Campus Food Hub**

• On-campus food bank for the Fall 2020 semester

#### **External Resources Support**

• Compiled relevant resources for students regarding affordability, mental wellness, and food security

# BIPOC Committee x Health and Counselling Services



#### **Digital Services Campaign**

• Updated current services and promoting via all SFSS social media for current students

#### Wellness Working Group

- Established to support student wellness within the SFSS
- COVID-19 Vaccine Campaign

# 4. BURSARIES & FINANCIAL AID

**Student Financial Health & University Relations** 

# \$610,000 COVID-19 Emergency Aid

- \$400,000 for Summer 2021
- \$150,000 distributed in Summer 2020
- \$60,000 to Fraser International College in Summer 2020

\$10,000 Annual SFU Undergraduate Award

# **SFSS Bursaries & Financial Aid**

**\$11,645** Living Personal Truth Award \$20,000 annually WUSC x SFSS Undergraduate Scholarship

# 5. EQUITY & SOCIAL JUSTICE

**Student Well-being** 

# Equity & Social Justice (Internal)

## SFU Advocacy

- Supported SFU Athletics "Clan" Name Change Campaign launched by Student Athletes
- Supported Let Us Speak Campaign led by FNSA
- New Admin: Vice-President People, Equity, & Inclusion
- #StudentsDeserveSpace Campaign
- Community Safety
  - TMX hazards
  - Review of Campus Safety and Decreased Police Presence

## SFSS

- Added a new SFSS Vice-President Equity & Sustainability
- Seats for equity groups on Council
- Established <u>Issues Policies</u> reflecting social, political, economic interests of SFSS



# **Equity & Social Justice (External)**



• Burnaby Mountain Gondola

- BC Raced-Based Data Collection
- Submission to the BC Police Act Review 2021
- Post-Secondary Funding Review
- Cap on international Student Tuition Hikes

- CERB & CESB
- COVID-19 Just Recovery Brief to House of Commons
- Affordable tuition advocacy
- Won Post-Graduate Work Permit Extension with Migrant Students United
- Resisted Trans Mountain Pipeline Expansion project

# 6. SOLIDARITY & COALITION BUILDING

**University & Stakeholder Relations** 

# **Solidarity & Coalition Building**

### Solidarity

- Contract Workers at SFU
- Braided Warriors
- Research Assistants Unionization
- The Farmers' Protest in India
- SFSS in Solidarity Against anti-Asian Racism
- Solidarity with Black Communities Against Systemic Injustice

## **Coalition Building**

- COVID-19 Coalition
- SFU Migrant Students United
  - SFSS, Teaching Support Staff Union (TSSU), Graduate Student Society (GSS), International Student Advocates (ISA)


# **Organizational Development**

# Administrative Staff Restructuring

- Freed up \$400, 000 to expand student supports & improve student financial health
- Decision-making power back in the hands of elected students

# **Annual General Meeting**

- By-Law Changes
- Council/Board Restructuring



# **Board Development Sessions**

- Governance & Annual Planning
- Employer Responsibilities and Collective Agreement Bargaining
- Anti-Oppression, Anti-Ableism, & Anti-Racism Training
- AGM Campaign Planning
- SFSS Finance, Budget, & Audit Information Sessions
- Mental Health and Mindfulness



# 7. ORGANIZATIONAL DEVELOPMENT

# **Organizational Development**

# **Expanded SFSS Departments & Human Resources**

- Operations Organizer
- Board Organizer
- <u>Accessibility Assistant</u>
- Black Student Support Centre & Coordinator
- Student Advocacy Office & Coordinator

# Moved into the Student Union Building (SUB)

- Allocated Space for the Disability and Neurodiversity Alliance (DNA) Constituency Group
- Reallocated Space for Students of Caribbean and African Ancestry
- Created a Multi-Faith Prayer Room

# **Signed Agreements**

- SUB Sublease and Letters of Agreements
- Fraser International College (FIC) Agreement
- SFSS-Graduate Student Society Shared Services Agreement



# Organizational Development

Internal SFSS Improvements

- Minutes Development Progress Tracker
- Board Hours Tracker
- Committee Hours Tracker
- Investment Implementation Plan
- Participatory Budget Pilot Project
- Student Campaign Support Funding

# 8. WORKING RELATIONSHIPS

**University, Government, & Community Relations** 

# **Working Relationships**

# **Student Organizations**

- SFU-affiliated groups with students and workers:
  - Students Against TMX, TSSU, GSS, SFPIRG, Embark
- Don't Forget Students
- World University Services Canada
- Students for Consent Culture
- Clubs, Department and Faculty Student Unions, Constituency Groups

# Indigenous Communities

- Indigenous Student Centre
- First Nation Student Association

# **Student Unions**

- UVSS
- UBC AMS
- Concordia
- Capilano
- BC Federation of Students
- URSU
- BCITSA
- UBC Students' Union Okanagan
- UBC Graduate Student Society
- CFS National Black Caucus

# **Black Communities**

- SFU Black Caucus
- Students of Caribbean and African Ancestry
- African Students Association

# **Migrant Students United**

• Post-Graduate Work Permit campaign

# The Peak

# SFU Senate

• Student Senate Caucus

# Burnaby Neighbourhood House

# 9. MEDIA PRESENCE

# **Increased Media Presence**

SFSS News Releases: Month in Reviews

**The Peak:** Incoming SFSS President Osob Mohamed looks forward to a year of student activism and positive change

**The Peak:** <u>The SFSS calls on SFU to re-implement pass/fail grading</u>

**CTV News Vancouver:** <u>Simon Fraser Student Society endorses Burnaby Mountain</u> <u>gondola proposal</u>

**CBC News:** <u>Student leaders cry out for support in federal budget, wary of</u> <u>long-term pandemic consequences</u>

# **Media Presence**

#### News

#### Student leaders cry out for support in federal budget, wary of long-term pandemic consequences



'A real opportunity' to bolster post-secondary funding, says economist Jessica Wong · CBC News · Posted: Apr 18, 2021 4:00 AM ET | Last Updated: April 19



Bailey Howard, Newfoundland chair of the Canadian Federation of Students, left, and Osob Mohamed, president of the Simon Fraser Student Society, are calling for more support for students in the upcoming



It shouldn't be a problem that the SFSS is functioning properly. Screenshot courtesy of Simon Fraser Student Society via Facebook

# Thank you!

- Students
- SFSS Staff
- Grassroots Community Organizers
- Supportive SFU Departments & Partners
- Board & Council

# sfss.ca

# GOVERNANCE COMMITTEE End-of-Year Report

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#### **EXECUTIVE SUMMARY**

#### **GOVERNANCE COMMITTEE ANNUAL PLAN**

#### **COMPLETED INITIATIVES**

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- Establishment of a BIPOC Committee (June 2020)
- Governance/Administrative Restructuring (June 2020)
- By-Law Review
  - Joint Working Group: By-Law Review
- Privacy Policies (August 2020)
- Elections & Referenda Policies (October 2020)
- Establishment of a Transition Steering Committee (October 2020)
- By-Law Referenda during Spring 2021 SFSS General Election (February 2021)
- Amendment to Board Policy R-9: Board Meeting (March 2021)
- Amendment to Board Policy SO-1 to add additional Committee Chair duties (March 2021)
- Clubs Terms of Reference Review (March 2021
- Events Terms of Reference Review (March 2021)
- Issues Policies (April 2021)

#### ONGOING INITIATIVES

- Council Policies Placed Under Review
- Administrative Policies Placed Under Review

#### **POTENTIAL INITIATIVES**

- SFSS Issues Policies
- By-Law Referenda
- Elections & Referenda Policies
- Committee Meetings Policy

# EXECUTIVE SUMMARY

# GOVERNANCE COMMITTEE ANNUAL PLAN

PROJECT	DESCRIPTION	TIMELINE
Governance Restructuring	Moving from the Carver Model to a Policy-Administrative Governance Model Review of <i>Board Policies</i> and <i>Administrative Policies</i>	May 2020 - June 2020: Main Governance Restructuring July 2020: Privacy Policies August 2020 - onward: Consistent Review of Board and Admin Policies
By-Law Review	Review of the SFSS By-Laws, recommending changes to our members for adoption at the Fall 2020 Annual General Meeting	July 2020: Decide on High-Level Changes to be made August 2020: Writing By-Law Amendments September 2020: Student Consultation Late Sept. 2020: Prepare Campaign October 2020: Notice Period / "Campaign" Period October 26th: AGM November 2020: *if successful* start executing Changes; changing policy to be consistent with new By-Laws
SFSS Issues Policies Review	The Governance Committee will review and create new Issues Policies. The Governance Committee will work with other Board Committees, such as, but not limited to, UAA, ECA, and BIPOC to develop Issues Policies in a wide range of areas, such as, but not limited to, student affordability, governmental affairs, equity, anti-racism, and sustainability.	<ul> <li>This process shall begin in November 2020.</li> <li>The Governance Committee shall coordinate with all other Board Committees to develop a set of Issues Policies for Board approval by April 2021.</li> </ul>
SFSS Administrative Policies Review	The Governance Committee will focus on tidying up all SFSS Administrative Policies to be consistent with SFSS Board Policies. The Committee will also focus on updating SFSS Administrative Policies to be consistent with the new SFSS By-Laws as approved at the SFSS 2020 AGM.	<ul> <li>This process shall begin in November 2020.</li> <li>The Governance Committee shall complete these minor changes as soon as possible, endeavouring to complete these policy changes by late December 2020 - early January 2021, at the latest.</li> </ul>
SFSS By-Laws (Post-AGM review)	The Governance Committee will focus on what areas of the SFSS By-Laws require tidying, after the SFSS 2020 AGM changes. The Committee will also focus on any larger changes it would like to propose for the Spring 2021 referendum.	<ul> <li>This process shall begin in November 2020.</li> <li>The Governance Committee shall complete this process by December 2020, and recommend any By-Law Amendment Referenda to the Board by its last meeting of the Fall 2020 semester.</li> </ul>
Member Services Governance Guidelines	The Governance Committee will focus on creating clear guidelines in policy, alongside Member Services Advisory Committee, on how changes to Member Services guidelines by the Board and staff are completed.	<ul> <li>This process shall begin in November 2020.</li> <li>The Governance Committee shall aim to complete this task by the end of December 2020, and recommend any policy changes to the Board by its last meeting of the Fall 2020 semester.</li> </ul>

# Delegating projects to the Transition Steering Committee:

Project	Description
SFSS Elections and Referenda Policy Review	- The Governance Committee shall delegate the handling of the SFSS Elections and Referenda Policy Review to the Society Transition Steering Committee, but provide support, resources, and advice to the Society Transition Steering Committee as needed.
SFSS Board Policies Review	<ul> <li>The Governance Committee shall delegate the handling of the SFSS Board Policies Review to the Society Transition Steering Committee, but provide support, resources, and advice to the Society Transition Steering Committee as needed.</li> <li>Governance Committee shall provide oversight to ensure that the following objectives are completed:         <ul> <li>SFSS Board Policies are updated to become SFSS Council Policies and SFSS Executive Committee Policies, and that they become consistent with the new SFSS By-Laws as passed at the SFSS 2020 AGM.</li> </ul> </li> </ul>
Board Training Improvement	<ul> <li>Background: Initially, the Governance Committee laid out Board Training as a priority in its Year plan. Due to the SFSS By-Law changes that occurred in October 2020, the focus must now be on Councillor and Executive Officers training.</li> <li>The Governance Committee shall delegate the planning of new training structures for Councillors and Executive Officers to the Transition Steering Committee, but provide support, resources, and advice to the Society Transition Steering Committee as needed.</li> </ul>

# COMPLETED INITIATIVES

# **Establishment of a First Year Engagement Committee**

### Highlights

- Created a new Standing Order that established a First Year Engagement Committee

This is a standing committee of the SFSS, that also has guaranteed seats for first year students.

- The Committee:

Coordinates activities and engagement events and initiatives, such as community building events.

Coordinates first year advocacy activities and projects.

#### Notes for Next Time

- N/A

#### **Points of Contact**

# **Establishment of a BIPOC Committee**

# Highlights

- Created a new Standing Order that established a Black, Indigenous and People of Colour Committee.

This is a standing committee of the SFSS, that also has guaranteed seats for BIPOC student At-Larges.

The Standing Order cannot be amended by the Board without consultation with SOCA and FNSA. Spaces such as this have never existed before for BIPOC folks within SFSS, this is in the Standing Order to help protect this space.

# Notes for Next Time

- N/A

### Points of Contact

- VP Student Services 2020/21 Matthew Provost
- At-Large Rep 2020/21 Balqees Jama

# **Governance/Administrative Restructuring**

# Highlights

- Prior to June 2020, the SFSS operated under a governance model known as the Carver Model.
- The Governance Committee worked to revamp our Governance and Administrative structures that gave the elected student representatives the power to make operational decisions that reflect the will of the student-body.

This ensures that student voices are heard, and the SFSS Membership always knows who to hold accountable for Society decisions.

- We are calling this new model the Policy-Administrative Hybrid Model.

### Notes for Next Time

- N/A

### Points of Contact

- Governance Chair 2020/21 Gabe Liosis gliosis@sfu.ca
- SFSS President 2020/21 Osob Mohamed

# **By-Law Review**

### Highlights

- reformed the By-Laws to place more power back in the hands of students, by decentralizing power from the small, unrepresentative Board to the more representative Council, ensuring that every corner of campus is represented on the SFSS's main decision making body.
- project was led by the Governance Committee, which itself, delegated the project to a Joint By-Law Working Group, which had equal representation of Councillors and Board members

#### Notes for Next Time

- Leave extra time to receive legal advice on your proposed By-Law amendments.
  - Luckily, we left just enough time to receive thorough and adequate legal advice. However, too much time never hurts!
- Start early!
  - When taking on a By-Law amendment project (of any size), there is never such a thing as starting too early.
- Strike a Working Group solely dedicated to the project.
  - Initially, this By-Law review project was undertaken by the Governance Committee. However, due to the amount of projects the Committee took on during Fall 2020, it was a lot to juggle at once.
  - Luckily, we decided on striking a By-Law Review Working Group to take on the bulk of the responsibilities, with the Governance Committee steering the direction. I would recommend doing this from the beginning.

#### **Points of Contact**

# **Privacy Policies**

# Highlights

- Reviewed our Privacy Policies after the June 2020 major governance restructuring to be consistent with the new **Policy-Administrative Hybrid** Governance model

### Notes for Next Time

- N/A

# **Points of Contact**

- N/A

# **Elections & Referenda Policies**

# Highlights

- Reviewed our Elections Policies post-By-Law review to be consistent with the new By-Laws, in order to hold proper SFSS Executive Committee and Council General elections in Spring 2021.

#### Notes for Next Time

- N/A

### **Points of Contact**

# **Establishment of a Transition Steering Committee**

# Highlights

- Created a Standing Order for a new Ad-Hoc Committee to oversee the transition from the old SFSS By-Laws to the new SFSS By-Laws
  - The Transition Steering Committee (TSC) had representatives from the Board, from Council, and from Executives of Student Unions
- The TSC will be a Committee of the SFSS until the By-Law transition is complete.

#### Notes for Next Time

- N/A

#### **Points of Contact**

# By-Law Referenda During Spring 2021 SFSS General Election

# Highlights

- We put forward four By-Law referenda proposals during the Spring 2021 General Elections:
  - (1) By-Law Housekeeping Amendments
  - (2) Admin. Wage Cap Proposal
  - (3) SFSS Divestment Proposal
  - (4) By-Law Order Update
- The referenda did not meet quorum, and subsequently, the By-Law amendments did not pass

#### Notes for Next Time

- I recommend trying to put forward these proposals again, either at the 2021 AGM or during a fall referendum.

### **Points of Contact**

- Governance Chair 2020/21 Gabe Liosis gliosis@sfu.ca
- VP Finance 2021/21 Corbett Gildersleve

# Amendment to Board Policy R-9: Board Meetings

# Highlights

- Made an amendment to our Board Policies to add definitions for the following terms:
  - Territorial Acknowledgement
  - Pronouns
  - Access Needs
  - Consent Agenda
- Made an amendment to our Policies to add a process for Consent Agendas: The purpose of a consent agenda is to save time at Board meetings and make them more efficient by grouping routine business items for unanimous approval of the Board

# **Notes for Next Time**

- N/A

### **Points of Contact**

# Amendment to Board Policy SO-1 (adding additional Committee Chair duties)

# Highlights

- Created a series of amendments to Standing Order 1 to add more clear and concise duties and responsibilities for Committee Chairs, including:

Responsibilities to liaise with communications coordinator and administrative assistants.

Duty to communicate vacancies in order to fill vacancies as soon as possible.

### Notes for Next Time

- N/A

# **Points of Contact**

# **Clubs and Events Terms of Reference Review**

# Highlights

- The Board of Directors committed a motion to the Governance Committee to review the Events Terms of Reference and Clubs Terms of Reference.
- Made changes related to:
  - Rules around room bookings Removal of club executives for inexcusable actions Clarified terminology

### **Notes for Next Time**

- N/A

### **Points of Contact**

- N/A

# **Issues Policies**

# Highlights

- New Issues Policies include:

IP-3: TUITION AFFORDABILITY	11
IP4: DISABILITY JUSTICE	13
IP-5: LIVING WAGE AND UNION RIGHTS	. 19
IP-6: CLIMATE JUSTICE AND SUSTAINABILITY	21
IP-7: INDIGENOUS INCLUSION AND RECONCILIATION	26
IP-8: ANTI-RACISM	. 39
IP-9: POLICE AND MILITARIZATION	43

- Board members, incoming Executives, and equity groups worked collaboratively to pull together this new package of SFSS Issues Policies.
- These policies would allow the SFSS to entrench intersectional and equitable stances in SFSS policy and to prevent further harm to marginalized communities.
- The SFSS has caused harm in the past to marginalized students and communities on campus by failing to consider how the operations, events, and governance of the SFSS might further perpetuate harm.
- -

#### **Notes for Next Time**

- More time for consultation with equity-seeking groups

#### **Points of Contact**

- N/A

# ONGOING INITIATIVES

# **Council Policies Placed "Under Review"**

# Highlights

- Council Policies placed under review:
  - R-2: Duties & Responsibilities of Non-Executive Councillors, Stipends
  - R-3: Duties & Responsibilities of Executive Officers, Stipends
  - R-10: Minutes
  - R-15: Council Reimbursements
- Council Policies to create:
  - SO-18: Space Oversight Committee

### Notes for Next Time

- I recommend that the Governance Committee return to these policies and update them to be more thorough and add more detail.

#### **Points of Contact**

# Administrative Policies Placed "Under Review"

# Highlights

- Policies placed under review:
  - FP-4
  - FP-15
  - MGP-3
  - MGP-5
  - MGP-6
  - OAP-1
  - OAP-2
  - OAP-3
  - OTP-2
  - -

### Notes for Next Time

- I recommend that the Governance Committee return to these policies and update them to be more thorough and add more detail.
  - Some policies just require the processes to be updated to be relevant to current practice.

# **Points of Contact**

# POTENTIAL INITIATIVES

# **SFSS Issues Policies**

#### Ideas

- There is an opportunity for Governance Committee to prioritize the development of further Issues Policies on a broad range of social, political, and economic issues that can help protect marginalized communities within the SFSS>

#### **Points of Contact**

- N/A

# **Elections & Referenda Policies**

#### Ideas

- There is an opportunity for Council to review the Elections Policies to add more detail about how Student Unions and Constituency Groups should/can hold their elections for Council rep.
  - Right now, the policies mainly focus on Executive Committee elections, and not much on Council elections.

#### **Points of Contact**

- N/A

# **By-Law Referenda**

### Ideas

- We put forward four By-Law referenda proposals during the Spring 2021 General Elections:
  - (1) By-Law Housekeeping Amendments
  - (2) Admin. Wage Cap Proposal
  - (3) SFSS Divestment Proposal
  - (4) By-Law Order Update
- The referenda did not meet quorum, and subsequently, the By-Law amendments did not pass
- I recommend trying to put forward these proposals again, either at the 2021 AGM or during a fall referendum.

# Points of Contact

- Governance Chair 2020/21 Gabe Liosis gliosis@sfu.ca
- VP Finance 2021/21 Corbett Gildersleve
# **Committee Meetings Policy**

Idea

- There is an opportunity to make a policy related to the structure and processes of Committee meetings, similar to that of current R-7 (Council Meetings).
  - This includes topics such as: the contents of the agenda, the duties of the Chair, consent agendas, etc.

#### **Points of Contact**

- Governance Chair 2020/21 Gabe Liosis - gliosis@sfu.ca

# UNIVERSITY AND ACADEMIC AFFAIRS COMMITTEE End-of-Year Report

# COMPLETED INITIATIVES

# **Recruiting UAA Students At-Large**

#### **Highlights**

- Developed a series of questions that were used in the application process to recruit students to become At-Large Members of the UAA Committee

	a statement of interest: *
Why do you want to b	be a member of this Committee? (Max. 250 words)
What is your wi	llingness to talk to the student population? *
(May 250 words)	
(Max. 250 words)	
Are you passior	nate about alleviating student issues and concerns? *
(Max. 250 words)	
(Max. 250 Wolds)	
	s are you looking forward to being a part of, and what initiatives d
you want to bri	ng to this Committee? *
	1
	include in your answer any experience you may have being an active volunteer. (Max. 25)
lf you want, you may words)	
words)	work in a challenging environment (students not willing to talk,

#### **Notes for Next Time**

- I would recommend drafting and approving these questions as early as possible in order to recruit and appoint student at-larges as soon as possible.

#### **Points of Contact**

- Gabe Liosis (2020/21 VP University Relations) - gliosis@sfu.ca

# Working Group on Student Engagement

#### Highlights

- In the Summer 2020 Emergency Response and Student Engagement working group (ERSE) developed the partnership with SFU and Embark to carry out a food hub program at SFU.
- SFSS passed the motion to budget \$5000 for the food hub program. Byt the end, the program only used \$1920.
- We ran the program for thirteen weeks, and on average we had 55.2 applicants every week and 35.2 actual pickups, and on average each applicant was supporting 2.2 household members.

#### Notes for Next Time

- Food Hub programs need to be made permanent to support SFU students.
- Develop partnership with food banks in the lower mainland and dedicate space in SUB for this program.

#### **Points of Contact**

- SFU VP External Relations office,
- Tara Flynn, tara\_flynn@sfu.ca

# M.A.R.E. Working Group

#### Highlights

- Created and distributed a survey to the SFU undergraduate population to ask what kind of workshop topics they would like
- Hosted an anti-Black racism educational workshop with Terri Rutty
- Hosted an anti-Indigenous racism educational workshop with Dr. Annie Ross

#### Notes for Next Time

- Create more workshops for students

#### **Points of Contact**

- Terri Rutty terri.rutty@gmail.com
- Dr. Annie Ross annie\_ross@sfu.ca
- SFSS Women's Centre Athena

# **Tuition Condemnation Vote**

#### Highlights

- Helped organize undergraduate students around a motion placed on the SFSS Annual general meeting agenda in October 2020 to condemn SFU for its tuition hikes for the 2020/21 fiscal year budget during a pandemic.
- The AGM, which was held 100% virtually, had 600 students attend.
- The Tuition Condemnation motion passed with over 90% approval by members in attendance at the AGM.

#### **Notes for Next Time**

- Organizing prizes for folks who attended the annual general meeting really boosted attendance, would recommend doing that in the future
- Start planning for stuff like this in May (the start of the elected term), to give as much time as possible to organize students to attend and campaign about the purpose of such a motion

#### **Points of Contact**

N/A

# COVID-19 Town Hall

#### Highlights

- Our At-Large Representative Balqees Jama planned a COVID-19 townhall that brought together representatives from multiple campus groups (GSS, TSSU, SFSS, Tuition Freeze Now) to discuss the impacts that COVID-19 had on students.
  - The SFU COVID-19 Coalition includes organizers from Simon Fraser Student Society (SFSS), Graduate Student Society (GSS), Teaching Support Staff Union (TSSU) and Tuition Freeze Now (TFN).
  - The coalition was set-up last summer to ensure that student and worker interests do not suffer as a result of COVID-19. It has received official endorsements from all of the above mentioned organizations.
  - The event was super successful, and many students attended.
    - 1700 views
    - This event was a big force to getting the AGM tuition condemnation vote passed.

#### **Notes for Next Time**

- The format used for the event worked really well.

**Points of Contact** 

N/A

# P/Cr/Nc Grading Scheme

#### Highlights

- Worked with SFU Student Senators to push a proposal through the SFU Senate to establish the <u>P/Cr/Nc grading scheme</u>.
  - The proposal passed at the January 2021 Senate meeting.
  - I worked as the lead on the P/Cr/Nc grading scheme proposal, liaising between Student Senators, the SFSS Board, and the SCUS Chair (Wade Parkhouse)
- The SFSS Board of Directors voted to endorse the proposal put forward by Student Senators, which helped propel its support.

#### Notes for Next Time

- Whenever you are working on something related to the Senate, always try and plan as far in advance as possible.
  - Work sends to move really slowly through the senate, so leaving yourself as much time as possible to push through a proposal is the best way to go.

Points of Contact

# Invigilation/Proctoring Software

#### Highlights

- UAA did a survey at the beginning of the year which included many questions around invigilation and proctoring, that demonstrated strong student opposition to the use of such software
- We brought forward these concerns consistently to the Joint Operations Group (JOG) and to Senate
- By the end, SFU decided to ban the use of invigilation software due to strong student opposition, privacy concerns, and logistical issues

#### Notes for Next Time

- N/A

Points of Contact N/A

# Gondola

#### Highlights

- Initiated an online campaign encouraging students to email Burnaby City Council, or write them a letter, on why they support the Gondola and think it should be built.
- The President and VP University Relations set up calls with multiple Burnaby City Councillors, including the Mayor, to advocate in favour of the Gondola
- The President attended a City Council meeting to present on the Gondola Project, and why undergrads support it.
- We passed money at the UAA table to use towards prizes and advertising for our gondola initiatives.

#### **Notes for Next Time**

- This project is ongoing, and has a bit of an uncertain future because Burnaby City Council is not being very clear on when they are going to bring it to the table for a vote.
  - I would recommend being prepared for a campaign at anytime to do one last time before such a meeting where they decide to vote on the project, in order to demonstrate strong student support in the public eye.

#### **Points of Contact**

- SFU VP External: joannec@sfu.ca
- Nav Sanghera: navjot\_sanghera\_2@sfu.ca
- Jim Rutkowski: jim. rutkowski3@gmail.com

# ONGOING INITIATIVES

# **OER** Initiatives

#### Highlights

- OER FARM Letter Campaign
  - <u>https://docs.google.com/document/d/1Si\_4ihhTQ2fvVnx5z2Gqryzqq5KmV</u>
    <u>XgrMe2\_Y4Xhwrc/edit?usp=sharing</u>
  - In June 2020, the Board of Directors passed a motion to delegate FARM (Faculty and At-Large Representatives and Members) to distribute the letter to their respective Deans and other relevant faculty
  - The letter raised awareness for OER and encouraged instructors to adopt or adapt OER for the fall 2020 semester
- OER Faculty Survey
  - <u>https://drive.google.com/file/d/1SjLtISoFKU1\_KP4VuGZhKTPJKCDICxFK/</u> view?usp=sharing
  - In October 2020, UAA approved the motion to recommend to the Board of Directors to mandate the SFSS Faculty Representatives to distribute the OER Faculty Survey to their respective Deans and relevant faculty
  - The purpose of this initiative is to be able to accurately track OER usage and student savings at SFU
- SFSS Textbook Survey
  - Full report: <u>https://drive.google.com/file/d/1NwEZq6ukp4kzpuMWxZ1J8LDsrK83yXIr/v</u> <u>iew?usp=sharing</u>
  - In March 2021, UAA approved the textbook survey questionnaire <u>https://docs.google.com/document/d/1UQ2R3XRW3e-8eat7uPIRGmKnRfc</u> <u>vZM1hrPxPeI4dDdU/edit?usp=sharing</u>
  - We received 469 responses from students
- Open Educational Resources Student Campaign Video
  - In April 2021, the data from the textbook survey was incorporated into a video to raise awareness for OER among students and encourage them to sign our petition to advocate for textbook affordability and ongoing OER initiatives at SFU <u>https://sfss.ca/oer-petition/</u>
- OER Award and Recognition Program
  - Potential collaboration between the SFSS, SFU Library, and SFU admin to create a student-led award and recognition program for faculty who have adopted or adapted OER for their SFU course
  - This will involve students nominating their instructors who use OER, an ad hoc nominations and awards committee, metric to evaluate nominees, a webpage on SFU's website to publicly recognize recipients

- Example: <u>UBC AMS OER Champions</u>, https://lumenlearning.com/oer-award-recognition-program/
- Preliminary discussions with SFU OER working group members have occurred and the SFU Student Affordability working group is aware of the initiative
- Need to loop in SFU admin to represent the university
- Currently, there are no opportunities for promotion and tenure for instructors that create or use OER

#### Notes for Next Time

- Establish an SFSS OER working group
- At least one Councillor should sit on the OER working group

#### **Points of Contact**

- Hope Powers, Chair of the OER working group and OER Grants Committee [hope\_power@sfu.ca]

### **Sick Notes**

#### Highlights

- Want to eliminate sick notes to reduce the barriers for students to miss exams, classes, etc. without having to obtain medical documents that have risks and high barriers, especially for vulnerable populations and communities
- Health & Counselling is notified of this endeavour, and is willing to work with us on this
- Moving this project under the Student Wellness Working Group
- Had an SFSS Staff compile a Briefing Note for us

#### **Notes for Next Time**

 Move this project under Student Wellness Working Group beforehand/earlier and have ongoing collaborations with constant meetings and the same people to work on it

#### **Points of Contact**

- Director of Health & Counselling
- VP Events & Student Affairs 2021/22 Jess Dela Cruz

# Student Wellness Working Group

#### Highlights

- The Working Group was responsible for setting a timeline for carrying out the following tasks:
  - Creating a short term strategic plan to support students with mental wellness initiatives
  - Outline some realistic goals that can be completed before the end of the semester around mental wellness
  - Ensure ongoing community consultation and outreach is prioritized for gathering accessible wellness resources for students
  - Allocate culturally appropriate and relevant resources for our community members
  - Research and compile accessible and affordable resources that are centered to support well being for students
- the goal of this working group is to support the mental wellness of students
- focusing on MySSP by ensuring that the app is not just aimed at helping Canadian students

#### Notes for Next Time

- Health and Counselling Services has been receptive to this issue and is currently doing a survey to see if this is a larger issue with MySSP
- lack of Asian counsellors at SFU amid the rise of anti-Asian racism and violence.
  HCS has since said that they would be interested in hosting more workshops and support groups if there was interest.

#### **Points of Contact**

SFSS VP External 2021/22 Matthew Provost Director of Health & Counselling

# POTENTIAL INITIATIVES

# **COVID-19 Vaccine Prioritization for Students**

#### Ideas

- Run a campaign to get post-secondary students prioritized for COVID-19 vaccines, especially for the second doses, before a mass fall return to campus
  - If immunizations fall behind, students living in residence should get prioritized because they would be most at risk due to the high volume of people travelling to and from campus every day.
- Write a letter, either from SFSS or work with other BC student societies, to Dr. Bonnie Henry and Health Minister Adrian Dix, to ensure student societies are consulted during any back to campus planning.

#### **Points of Contact**

- SFSS President 2021/22 Gabe Liosis
- SFSS VP External 2021/22 Matthew Provost

### **Issues Policies**

#### Ideas

- There is an opportunity to create more SFSS Issues Policies related to University and Academic Affairs issues
  - For example: affordable housing, affordable course materials, student affordability, accessible bursaries, etc.

#### **Points of Contact**

N/A

# Affordable Housing

#### Ideas

- Lobby SFU to apply for the National Housing Co-Investment Fund from the National Housing strategy to construct more affordable student housing.

#### **Points of Contact**

- Adam Vaughan Member of Parliament for Spadina—Fort York and the Parliamentary Secretary for Housing, Adam.Vaughan.c1@parl.gc.ca





# Accessibility Committee Exit Report

2020-2021 | Prepared by Jennifer Chou

# **Projects Completed**

Meeting notes from every Accessibility Committee meeting this year: https://docs.google.com/document/d/1ZvN05I-jGADiMA-WeGOHaE0tGOhx6FX3IDyJnp I0ZmI/edit

The annual plan for this committee was ambitious. We had a lot of projects we wanted to work on. While we did complete some, there are many other ongoing projects that will continue to be worked on - especially as we move into the Student Union Building (SUB).

#### Accessibility Designated Assistant Hiring

#### Summary

We wanted to hire a designated assistant to help us with the workload this year, because the Accessibility Standard Policy comes into force this year.

The committee Chair, Jennifer, and another committee member sat on the hiring committee to hire an assistant. Jennifer (me) sorted out logistics like setting up interviews, contacting shortlisted candidates, and so on. The hiring committee came up with interview questions, took notes during interviews, and decided on someone to hire.

#### Timeline

- Late September: members appointed to hiring committee
- Late October: finalized job posting
- Early November: job posting went up
- November 30: application deadline
- January: contacting shortlist and setting up interviews
- Early February: Accessibility Assistant's first day!

#### Note

The SFSS Accessibility Committee wrote a <u>letter of support to increase the wage of the</u> <u>assistant position to a living wage</u>. Other groups around campus signed on to the letter.

Any wage increase will have to be done at Collective Agreement bargaining which is still ongoing. Wage increases would include hours already worked.

#### **Disability Justice Issues Policy**

#### Summary

The SFSS passed multiple issues policies this year. In the past, we had Issues Policies, but the 2015-2016 SFSS Board repealed them.

We wanted to work on a Disability Justice issues policy. The SFSS Accessibility Committee Chair, Jennifer, worked on the policy with the help of the incoming VP Events and Student Affairs and VP University Relations. SFSS Accessibility Committee members and SFU Disability and Neurodiversity Alliance were invited to make edits to the draft.

#### Timeline

- Late March: talk about the issues policies we wanted
- Early April: draft issues policies completed, multiple groups are notified
- Late April: SFSS Board passes a motion to approve the issues policies

#### Note

You can find SFSS Board meeting notes in my <u>Board-Council liaison reports</u> - issues policies motions are April 9 and April 23.

#### Student Union Building (SUB) Gender Neutral Washrooms Consultation

#### Summary

It was noted that there were no gender neutral washrooms by the Out On Campus lounge in the SUB. Myself and some members of the SFSS Accessibility Committee were tasked with consulting multiple groups like Out On Campus, SFU Multifaith Centre, and SFU Muslim Students Association regarding this.

SFU Multifaith Centre and SFU Muslim Students Association noted the importance of haivng gendered washrooms. A possible solution was reached: levels 1000 and 2000 (where Out On Campus is) could have gender-neutral washrooms, while the other floors would have gendered washrooms. There would be clear signage regarding where the next nearest gender-neutral or gendered washroom is in the building.

#### Timeline

- February: consultations start; meetings with Out On Campus, SFU Multifaith Centre, and SFU Muslim Students Association
- March and April: conversations around an ablution room and a prayer room space
- Late April: SFSS Board passes a motion to set aside a prayer room space in the SUB for students of faith

#### Relevant documents

- SUB Washrooms Consultation meeting notes
- Ablution Room in the SUB briefing note
  - The motion did not occur because it was noted by some students that you would have to walk through gender-neutral bathrooms to get to the possible ablution room (shower room), and it was decided further consultation is needed
- Prayer Room in the SUB briefing note
  - The motion on this briefing note passed at the SFSS Board meeting

#### How to Book CART Captioning Guide

#### Summary

The Accessibility Committee Chair, Jennifer, made this guide (with suggestions and edits made by the Accessibility Assistant and some other committee members) to help students learn how to book CART Captioning. Jennifer had to book CART Captioning for an event (Disability Awareness workshop with Creating Accessible Neighbourhoods, hosted by SFSS Events Committee), so in the process, she created a guide.

#### Timeline

• Late April: guide made and comments/suggestions added

#### Relevant document

How to Book CART Captioning

#### How to Apply for the SFSS Accessibility Fund Guide

#### Summary



The Accessibility Committee Chair, Jennifer, and an Accessibility Committee at-large member made this guide to help students navigate the accessibility granting process, which can be confusing.

#### Timeline

• Early February: document was created

#### Relevant document

How to Apply for the SFSS Accessibility Fund: A Step-by-Step Guide

#### Accessibility Fund Delegation of Authority

#### Summary

Before, the Accessibility Fund request process requires students to fill out a form to be brought to the SFSS Accessibility Committee.

The SFSS Accessibility Committee meets once every two weeks. In the past, we've had issues where a grant needed to be approved before there were any at-large members appointed to the committee.

Recently, we hired an SFSS Accessibility Designated Assistant who can take on the role of reviewing grant applications. This would allow students to submit grant applications and get them approved more quickly.

The SFSS Board passed a motion to delegate Accessibility Fund approvals under \$3,000 to the Accessibility Designated Assistant. The Accessibility Designated Assistant will report any funds approved between meetings at the upcoming Accessibility Committee meeting, where the committee can review the funds approved.

In the past, grant request amounts for CART Captioning for biweekly (once every two weeks) meetings has been around \$3,000, so the maximum amount the Assistant can approve is \$3,000.

#### Timeline

• Mid-March: discuss this at the SFSS Accessibility Committee and pass a motion at the SFSS Board

#### Relevant document

<u>Accessibility Fund Delegation of Authority Briefing Note</u>

# **Continuing Projects**

#### **SUB Accessibility Audit**

#### Summary

With the opening of the SUB on the horizon, the Accessibility Committee wanted to conduct an Accessibility Audit.

We had multiple groups audit the building. First, a member of SFU Disability and Neurodiversity Alliance (DNA) walked around the SUB and made note of specific concerns:

SUB tour summary:

- Overall a lovely space that I think will work well for us
- Pros: nice out of the way space (lowest level of building) away from high traffic and noise areas
- Close to accessible, all-gender washrooms and drinking fountains
- Rubber flooring (not super squeaky)
- A height-adjustable desk has been provided (it's currently in the smaller room)

Issues to note or to follow up on (these were discussed with Corbett - VP Finance and with John, the building manager)

- Room has fluorescent lights without dimming control
- There is an electrical breaker panel in our room that serves other rooms on the floor
- No automated buttons to open main door to space or door to side office (quiet room)
- Need to find out width of door to side room (John will measure & get back to Corbett)
- Emergency exit: only one completely flat way out from our space (doors to Science Road (back entrance of building).
- The room is echoey at the moment; it is mostly filled with large tables (so there are lots of surfaces for sound to bounce off). Can invest in furniture and acoustic paneling to help with this

- There is a noticeable and loud noise from the HVAC system in the main room. Some might find this soothing; I found it annoying, and I worry it could be a barrier for those with hearing loss as it would compete with other noises in the room. John will look into this and we will need to discuss possible ways to mitigate the noise.
- Nearby accessible washroom doesn't have automated buttons to open the (heavy) doors to the stalls or to the universal changing room. This needs to be addressed.
- Do we want to ask for signage directing students to our space (some rooms are called out on directional signage, do we want this too or if it's not an option, do we want to figure out other permissible ways to help students find us?)
  - Having Braille would be good

Then, we searched for Accessibility Auditors who could audit the SUB for us. Out of the 3 we reached out to, only 1 responded: Level Playing Field (located in Calgary, Alberta). They could do a virtual audit and an in-person, physical audit. We ended up hiring them and they worked with us to create a survey asking students about their experiences navigating physical spaces on campus.

#### Timeline

- August: research potential auditors
- September: reach out to the potential auditors we researched
- October: SFU DNA member toured the SUB
- October to November: contacted Level Playing Field and received a proposal (Level Playing Field was the only one who responded)
- Late November: asked questions for Level Playing Field, which they answered
- Late November: Level Playing Field presented, and we hired Level Playing Field as auditors
- January: committee members appointed to the SUB Accessibility Audit Working Group
- February: contract signed with Level Playing Field; working group met with them
- March: working on a survey to be sent out to all students about their experience navigating physical spaces on campus; Accessibility Committee made edits
- April: send out the survey

#### Relevant documents

- Folder with Level Playing Field audit materials (original proposal, student survey, etc.)
- Accessibility Audit Briefing Note
- Potential Accessibility Auditors

#### Website Accessibility

#### Summary

The SFSS Accessibility Standard Policy had a section on website accessibility. The Accessibility Committee Chair, Jennifer, and another Accessibility Committee member went through this and suggested improvements for the future. For example, we could have an accessibility tab with all accessibility-related information.

After talking to the Communications Coordinator, I found out that there were some long-term plans in place to improve website accessibility. This would be costly, but the Communications Coordinator said she'd informed the developers that this project is coming and that we are aiming for the best practice: WCAG 2.0 at Level AA (World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 at Level AA).

#### Timeline

• N/A

#### Relevant document

• SFSS Accessibility Standard Policy (with comments)

#### Accessibility Standard Policy

#### Summary

This policy was a project of mine (Jennifer) from last year as the SFSS FASS Representative. It was aimed at ensuring accessibility-related things at SFSS are standardized, and provide guidelines and resources for us to follow to improve our accessibility.



After we passed the policy, there was a coming-into-force date of one year so we could make changes and update the appendices of the policy. Currently, the appendices are still being updated.

#### Timeline

- 2019-2020: creation of the Accessibility Standard Policy
- Fall 2020: work on improving the accessibility of the Accessibility Fund Grant Request forms
- Spring 2021: Accessibility Assistant helped with a lot of the appendices

#### Relevant documents

- SFSS Accessibility Standard Policy (with comments)
- SFSS Accessibility Standard Policy folder

#### **Accessibility Definitions**

#### Summary

This was Appendix A of the Accessibility Standard Policy. We added a lot of relevant definitions such as universal design and disability justice.

#### Timeline

• Spring 2021: Accessibility Assistant worked on the definitions and brought it to the committee for feedback

#### Relevant document

• Appendix A: Definitions

#### Accessibility Grant Request Forms

#### Summary

We wanted to improve the accessibility of these grant request forms because right now they are confusing and not screen reader friendly. They are also not available in multiple formats.

The Accessibility Committee Chair, Jennifer, and some Accessibility Committee

members worked on variations of the form to improve it. Currently, the SFSS Accessibility Assistant is working on improving it.

There was some confusion around an accommodation request form versus an accessibility grant request form. Currently they are separate, but we are hoping to combine it so it is easier for students to fill out. The accommodation form would be if the student would like us to book services and handle everything (payment, booking, etc.) for them. The student would be looped in on all communication with vendors. The grant request form would be if the student wants to book services for themselves, and the student would fill out all the forms, handle payments, and handle other logistics. Then the student would get reimbursed if their grant request was approved.

#### Timeline

- Fall 2020: make edits to the form to make it more screen reader friendly
- Spring 2021: Accessibility Assistant worked on the forms and reviewed it with the committee for feedback

#### Relevant documents

- Briefing note from October
- Search for "accessibility grant" in this document for meeting discussion: <u>https://docs.google.com/document/d/1ZvN05I-jGADiMA-WeGOHaE0tGOhx6FX3I</u> <u>DyJnpl0Zml/edit</u>
- Folder with drafts of the forms (some of the Microsoft Word documents did not convert well to Google Docs downloading them may work better)

#### Accessible In Person and Online Events Checklist

#### Summary

This was an appendix on the Accessibility Standard Policy. Currently, the Accessibility Assistant is working on improving the checklists.

#### Timeline

• Spring 2021: Accessibility Assistant worked on these checklists and made amendments according to the Accessibility Committee's feedback

#### Relevant documents

- <u>Accessible In Person Events Checklist</u>
- <u>Accessible Online Events Checklist</u>

#### Accessibility Vendor List

#### Summary

This was another appendix on the Accessibility Standard Policy that the Accessibility Assistant helped us with. There are some vendors we still need, like DeafBlind Intervention, Quebec Sign Language, or Langue des signes du Québec (LSQ) Interpretation, Oral Interpretation, Venue Accessibility Consultants, and Translation Services.

The Accessible In Person and Online Events Checklists can refer to this vendor list.

#### Timeline

• Spring 2021: Accessibility Assistant worked on this list and made amendments according to the Accessibility Committee's feedback

#### Relevant document

• Potential Accessibility Vendors List

#### Accessibility Supplies for the SUB

#### Summary

This is a general list of supplies that SFSS could provide in the SUB. These include things like pronoun badges, scent-reduced products, assistive listening devices, and more.

When the Accessibility Committee discussed this, it was suggested having more items like hearing aid batteries, cane tips, ASL books, and more.

#### Timeline

• Spring 2021: Accessibility Assistant worked on this list and made amendments according to the Accessibility Committee's feedback. Various committee members also asked their networks for suggestions

#### Relevant documents

- Supplies list draft
- <u>Search for "SUB Accessibility Supplies" on the meeting notes document to see</u> more suggestions from Accessibility Committee members

#### Accessibility Fund Bursary

#### Summary

We can use the Accessibility Fund to set up a bursary for students experiencing barriers that prevented them from participating in campus activities.

Because we wanted to ensure the application process was low-barrier and inclusive, we decided not to disburse the bursary though SFU's Financial Aid and Awards Office, which has a GPA requirement and also requires you to take 9 credits of classes. Since we are disbursing the bursary ourselves, we are still in the process of sorting out the logistics. Currently we are consulting with our lawyers about tax details.

Explanation of bursary scenarios:

- The first tab is "drain to 10k" which means we use the Accessibility Fund until there is only \$10,000 left in it
- The second tab is "drain to 100k" which means we use the Accessibility Fund until there is only \$100,000 left in it
- The third tab is "Endowment Fund" which is when we invest a portion of the revenue from student fees (at 2% interest rate) and this would ensure the longevity of the bursary
  - Concerns were expressed with investing in fossil fuel companies but VanCity has been pretty good with that, so we will not be investing in fossil fuels
  - This option is preferred by some committee members since it ensures the fund is sustainable and can last a long time
- The committee can decide how much money to give per bursary and how many students to give bursaries to
- Any costs that the Student Union Building might require (like if there needs to be new Braille signage or elevators), the money can come from the Space Expansion Fund instead of the Accessibility Fund

#### Timeline

• Summer 2020: came up with the idea and put this on the <u>Annual Plan</u> for the committee

- Fall 2020: set up a Accessibility Fund Bursary working group, discuss bursary details, and report this back to the Accessibility Committee for feedback
- Spring 2021: consulting with lawyers

#### Relevant documents

- Briefing note
- September 17 working group meeting notes
- <u>Google Spreadsheet of bursary scenarios</u>

#### **Psychoeducational Assessment Policies**

#### Summary

Psychoeducational assessments basically assesses a student's learning abilities. Here is the full definition as per the SFSS Finance Policies:

Psychoeducational assessments involve psychological testing to analyse a person's mental processes that underlie their educational performance. A psychoeducational 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. Psychoeducational assessments may cover learning assessments for Specific Learning Disorders, and assessments for other conditions such as ADHD.

Some students need this done in order to get accommodations, but these assessments are very expensive. This is now covered (up to 80%) by StudentCare, but it dips into the \$500 psychology benefit, which can also be used for psychotherapy. These assessments will not require a referral.

This has been an ongoing project for a few years. The 2018-2019 SFSS Education Representative took on this project, and the 2019-2020 SFSS Education Representative, Emerly, continued it. Since Emerly was re-elected as the Education Representative for 2020-2021, the project carried over and she continued to work on it. There has been extensive consultation with SFU Disability and Neurodiversity Alliance.

We are the first university in Canada offering psychoeducational assessment coverage



to this extent (UVic has it but theirs is much more narrow I think). This is more of a pilot and we are hoping to expand/improve it in the coming years. There will be surveys done to assess use of these psychoeducational assessments.

#### Timeline

- 2018-2019: project started
- 2019-2020: working on the details of the project
- Fall 2020: consultation with various groups like SFU Disability and Neurodiversity Alliance (DNA)
- Spring 2021: finalizing details of the policy based on what Accessibility Committee members and SFU DNA said

#### Relevant links and documents

- StudentCare's webpage with details on the psychoeducational assessment
- <u>SFSS Finance Policies</u> (read the section on Health and Dental Plan Reserve Fund)
- <u>Search "psychoeducational" in the meeting notes document to see extensive</u> <u>discussion at the Accessibility Committee about it</u>
- <u>Psychoeducational Assessment Survey Draft</u>
- Flowchart for Psychoeducational Assessment process

#### Accessibility Fund Promotion

#### Summary

Every semester, we want to promote the fund so more students use it. We had planned to promote this to students and get them to book ASL interpretation and CART captioning for student group events, but because we were making many changes to the booking process, we did not promote.

In the future, the Accessibility Fund could be promoted:

- Through SFSS channels
- Through the SFU Centre for Accessible Learning's mailing list
- Through Facebook groups, including SFU CAL Pals
- Through Discord servers, including SFU Disability and Neurodiversity Alliance's server

#### Timeline

• N/A

#### Relevant document

• <u>Search for "Accessibility Fund Promotion" on the meeting notes document to see</u> <u>further discussion</u>

#### SUB Signage and Accessibility

#### Summary

After chatting with an Accessibility Committee member, I (Accessibility Committee Chair) realized that there were a lot of improvements that could be made to signage and accessibility in the SUB.

Some suggestions included Braille (or some other tactile marker) on signage and microwaves, stoves, etc. Another suggestion was to have a map (including tactile markers) with details on all the SUB floors to help students orient themselves. It was also suggested to have signage explaining what tactile markers are (if we use stickers instead of Braille, since it may be too late to put Braille on signage). This would prevent students from picking off the stickers.

#### Timeline

• Fall 2021: brainstorm solutions to the concerns

#### Relevant document

<u>SUB signage pictures and accessibility suggestions</u>
## **Recommendations**

## **Relevant Links**

- VP Student Life 2020-2021 Reports
- Hosting Accessible Events
  - How to Book CART Captioning
- SFSS Intro and Territorial Acknowledgements (template and script)
- How to Apply for the SFSS Accessibility Fund
- How to Get Reimbursed
- Guide to SFSS Meetings | PowerPoint Presentation
- Guide to Chairing SFSS Meetings

## General

- Keep a notes document of important meeting discussions, similar to my meeting notes document
- Regularly check in on projects and give updates to committee members
- Regularly give updates from this committee to the SFSS Board
- Host committee socials to get to know each other!
  - An accessible game is to name a category then go through the alphabet.
    For example, if the category was animals, the first person could say
    Aardvark, the second person could say Bee, and so on. This ended up
    being really funny and entertaining as people got creative.
- Check in with the Accessibility Assistant often (but currently the Accessibility Assistant is amazing and sends regular updates)

## **Public Points of Contact**

## At SFU

Name	Role, Affiliation	Contact Information	Initiative(s) Collaborated On
Mitch Stoddard	Director, Centre for Accessible Learning	mitchell_stoddard @sfu.ca	Ongoing consultation
SFU Disability and Neurodiversity Alliance		sfudna@gmail.com	Ongoing consultation
Jaclyn Hayward	Communications and Marketing Coordinator, SFU Health & Counselling	jrj5@sfu.ca	Ongoing consultation
Martin Mroz	Director, SFU Health & Counselling	martin_mroz@sfu. ca	Ongoing consultation
Manoj Bhakthan	Director, SFU Financial Aid and Awards	manojb@sfu.ca	Accessibility Bursary

## External

Name	Role, Affiliation	Contact Information	Initiative(s) Collaborated On
Darby	Accessibility Auditor, Level Playing Field	darby@levelplayin gfield.ca	SUB Accessibility Audit
Yangyang	Accessibility Auditor, Level Playing Field	Yangyang@levelpla yingfield.ca	SUB Accessibility Audit

Andrea Donohoe Lawyer, Smether Company	adonohoe@smethe ramlaw.com	Accessibility Bursary (appropriate tax forms, provincial, and federal disability benefits and income)
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# Events Committee Exit Report

2020-2021 | Prepared by Jennifer Chou

## **Projects Completed**

Meeting notes from every Events Committee meeting this year: <u>https://docs.google.com/document/u/3/d/1UOMnCiRZEwGxwvn0koCxIGnAL77GwfTG4</u> <u>J4Cvp326DM/edit</u>

This year was definitely different due to COVID-19. However, the SFSS Events Committee adapted and hosted a lot of online events and social media giveaways!

Check out the links below for comprehensive post-event reports.

Note: the ones without post-event reports were initiatives from the SFSS Events Coordinator, Dipti.

Official collaboration: groups or clubs came to us and asked to collaborate via filling out a form

Unofficial collaboration: we reached out to specific groups or clubs with something in mind

Honorarium: we got someone (an individual who is an expert or has expertise) to teach something or to facilitate, and we gave them an honourarium

## Year-round

<u>Mental Health Mondays Giveaways</u>

## Summer 2020

- Financial Literacy Workshops (unofficial collaboration)
- SFSS x SFU Peak Frequency IG Live Concert (official collaboration)
- <u>SFU Esports x SFU Anime x SFSS GameFest</u> (official collaboration)
- Pad Thai Food Workshop (honourarium)

## Fall 2020

Note: the ones without a post-event report were initiatives from the SFSS Events Coordinator

## September

- SFSS Trivia Night
- Time Management Workshop (honourarium)
- SFSS x TechBytes Adobe Illustrator Workshop (unofficial collaboration)
- <u>SFSS x TechBytes Figma Workshop</u> (unofficial collaboration)
- Dance Week (Hip Hop and Afro Dance Workshops) (unofficial collaboration)
- Bullet Journaling Workshop (honourarium)
- Pets Social
- Food Justice Webinar (honourarium)
- <u>NHL Watch Party</u>
- RAVE Streaming Party
- Cultural Week (unofficial collaboration)
- Social Media Marketing for Student Groups

## October

- Samosa Food Workshop (honourarium)
- <u>SFSS x SFU UPhoto Photography Workshops (Photo Taking and Photo Editing)</u> (unofficial collaboration)
- <u>Plant Ethnobotany Webinar: Squamish and Coast Salish Perspectives</u> (honourarium)
- Tidy Tuesdays (honourarium)
  - People liked that it was short (30 minutes) and useful (time management and organization)
- Trivia Week (Music, Friends, and Modern Family)
- <u>SFSS x SFU Health & Counselling: Mental Health Monday: Stress Management</u> <u>Tips for Online Environments</u> (unofficial collaboration)
- Baking Workshops (Vegan Salted Caramel Pretzel Cookies and Apple Pie)
- Horror Movie Night
- Stranger Things Murder Mystery Night
- SFSS x Esports x CAC Spellbound Game Nights (official collaboration)

### November

- Tidy Tuesdays (honourarium)
- <u>Diwali Dance Workshop</u> (unofficial collaboration)
- <u>Rasam Soup Food Workshop</u> (honourarium)

## December

- Bob Ross Paint Night
- Lantern-Making Workshop (honourarium)
  - Only a few attendees, but people loved it (great feedback)
- Food Packages for Residence
- Holiday Giveaways

## Spring 2021

## January 2021

- Easy Stir Fry Food Workshop
- Goal Setting Bullet Journaling Workshop (honourarium)
- Mindfulness Meditation
  - SFSS staff and some students were very engaged and asked questions
- BollyX Fitness Workshop (unofficial collaboration)

## February 2021

- Black History Month (including Jollof Rice and Plantain Food Workshop with Lagoschop) (honourarium)
- <u>Global Talent Night Collaboration</u> (official collaboration)
- Trivia Weeks (Brooklyn Nine-Nine, Grey's Anatomy, Harry Potter)
- Valentine's Day Origami Rose and Letter-Writing Workshop

## March 2021

- <u>SFSS x SFU Recreation Quick Bites Food Workshop</u> (official collaboration)
- Women's Personal Safety and Self-Defence Workshop (unofficial collaboration)
  - SUPER useful and I learned a lot
  - Around 20 people (students and SFSS staff) came
  - Thanks to Elements Academy of Martial Arts for hosting!
- <u>Surrey Campus Committee 2000s Music Throwback Trivia Night</u>
- Hosting Inclusive Events Workshop with SFPIRG (unofficial collaboration)
- Online Activism Burnout Event (<u>Event Plan</u>, <u>Summary</u>)
- <u>Anti-Racism Workshops</u> (honourarium)
  - Some tech difficulties with sharing screen, but many students and SFSS staff members came (on average 15 registrants and attendees)

- Women of the Year Awards
- The Office Trivia Night

## April 2021

- Social Media Giveaways
  - Exam Study Snacks
  - Sustainability
  - Semester-End
- Other fun social media posts
  - Zodiac signs as types of events
- <u>Pet Yoga with SFU Recreation</u> (official collaboration)

## **Continuing Projects**

## Other / Future Semesters

- <u>Disability Awareness Workshop with Creating Accessible Neighbourhoods</u> (unofficial collaboration)
- Wilderness Awareness Workshop (unofficial collaboration)
- Job/Cover Letter/Resume Workshop
- Public Speaking Workshop
- Leadership Workshop
- Possible collaboration with Women in Clean Tech?

## Recommendations

## **Relevant Links**

- VP Student Life 2020-2021 Reports
- Events and Post-Event Reports
- How to Run Giveaways
- How to Promote Events
- <u>Step-by-Step Guide to Hosting Events</u> (and Recommendations)
- Hosting Accessible Events
  - How to Book CART Captioning
- Guide for Effective Collaborations
- SFSS Intro and Territorial Acknowledgements (template and script)
- Guide to SFSS Meetings | PowerPoint Presentation
- Guide to Chairing SFSS Meetings

## Internal

- Be familiar with how to Chair meetings
  - Guide to Chairing SFSS Meetings
- Go through how SFSS meetings run with committee members
  - Guide to SFSS Meetings | PowerPoint Presentation
- Have good time management skills
  - <u>Time Management and Event Planning (read the presentation notes)</u>
- Host socials for committee members! Play Among Us, use <u>https://rocketcrab.com/</u>, etc.
- Regularly give updates from this committee to the SFSS Board

## General

- Market a few weeks early and start planning early!
- I would also recommend having a Facebook event page so people can see which of their friends are "going" or "interested" in the event
- Instead of posting in random groups, there might be better buy-in if you approach specific groups of people (like the HIVE groups or mentorship programs) so people could attend with others that they knew

- I would recommend ensuring that Eventbrite attendees are SFU students. We can have a mandatory field in the Eventbrite asking people to input their SFU student number
- Having a post-event survey be sent out to attendees or registrants would be awesome too
- I would recommend setting up the Zoom link really early and having it in the order confirmation page or order confirmation email
- I would also recommend using this write-up (or something similar) for future event promotions:
  - ACCESSIBILITY
  - If you require any accommodations, please contact the SFSS Accessibility Committee at ac@sfss.ca by (insert date here).
  - ACKNOWLEDGEMENT
  - We acknowledge that the SFSS' work takes place on the unceded homelands of the x<sup>w</sup>məθk<sup>w</sup>əỷəm (Musqueam), Skwxwú7mesh (Squamish), səliİilŵəta?ł (Tsleil-Waututh), k<sup>w</sup>ikwəðŵəm (Kwikwetlem), Katzie, Semiahmoo, Qayqayt, Stó:lō, and Tsawwassen Nations. Although we are not on campus right now, you can check whose lands you are on here: <u>http://native-land.ca/</u>
  - You can also learn more about Indigenous peoples and their histories with this free course:

https://www.ualberta.ca/admissions-programs/online-courses/indigenous-c anada/index.html

### Giveaways

- Edit captions to say giveaway ended, so when the giveaway ends, there won't be more people commenting on the post
- We need to make it clear that students with private Instagram accounts who tag us in their story must screenshot and send their story to us or else we can't see their story
- Having a gift card tracker on Excel/Google Sheets was really helpful with keeping organized
- We need to ensure there are options to participate through desktop, not just the mobile app (like have students send in their answers or participation via DM instead of reposting things to story)

## Workshops

- I would recommend formalizing a way to pay instructors. Currently there is no process so I just e-transfer and get reimbursed
- I would also recommend sending over documents and document instructions to attendees ahead of time, or send resources via email after the event
- Have a workshop moderator to help out (keep track of messages in the chat)

## Collaborations

- It is very important for any SFSS Board member to be well informed about Member Services Policies and Board policies for Events
- Don't be too involved in the actual event planning process, this distracts from the work of team members who already have their own work styles and experience planning an event specifically for their audience. However, read the group chat and be on-top of details so that when a question arises you would be quick to follow
- In the future, I would recommend laying out the logistics of giving winners gift cards in advance. Decide beforehand who will handle the payments and reimbursements, and who will handle contacting winners

## Trivia Nights

- I would recommend double checking the questions to ensure the answers are correct. Also double checking the formatting is good (making sure things aren't bolded unnecessarily)
- Make sure everyone knows how the Kahoot game works and play a few practice rounds (we have a test run Kahoot)
- State that you will need stable internet connection and good technology

## **Public Points of Contact**

## At SFU

Name	Role, Affiliation	Contact Information	Initiative(s) Collaborated On
Amy Farahbakhsh	Student Engagement Coordinator, SFU Student Engagement & Retention	amy_farahbakhsh @sfu.ca	Event Promotion
Caryn Cameron	Web Development Coordinator, SFU Student Services	cgc@sfu.ca	Event Promotion

#### SERVICES AGREEMENT

THIS AGREEMENT is made as of the 10th day of March, 2021

#### **BETWEEN:**

SIMON FRASER STUDENT SOCIETY, a society incorporated pursuant to the laws of British Columbia, with an address for delivery at Maggie Benston Centre, Room 2234, Simon Fraser University, 8888 University Drive, Burnaby, B.C. V5A 1S6

("SFSS")

#### AND:

FRASER INTERNATIONAL COLLEGE LTD., a corporation incorporated pursuant to the laws of British Columbia with an address for delivery at 8999 Nelson Way, Burnaby, B.C. V5A 4B5 ("FIC") WHEREAS:

- A. SFSS is a non-profit society engaged in the delivery of various programs, services and amenities to Simon Fraser University ("SFU") undergraduate students.
- B. FIC provides international students a pathway to SFU through a one year program taught by qualified instructors at SFU in smaller classes designed to prepare students for the demands of higher education in Canada.
- C. FIC students are not SFSS members and currently pay no fees to access SFSS services, but typically use SFSS Services (as defined herein). FIC students would like to continue to use SFSS Services and SFSS would like to continue to provide SFSS Services to FIC students.
- D. To properly reflect the existing relationship between FIC students and SFSS and to ensure the access to SFSS Services by FIC students, SFSS and FIC have agreed to enter into this Services Agreement wherein FIC students will pay a partial amount of SFSS Fees (as defined herein) to SFSS, which will be collected and remitted by FIC on behalf of SFSS.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### **ARTICLE 1 - TERM**

1. Term - This Agreement and the relationship created hereunder shall be effective as of **January 2nd**, **2021** and shall continue in effect for a **period of 5 years from such date** and will expire at the end of the Term if the parties are unable to reach an agreement with respect to any renewal of this Agreement on or before sixty (60) days before the expiry of the Term. If the parties do not renew this Agreement all rights and obligations will cease under this Agreement and the parties shall have no further obligations to each other except for the obligation of FIC to indemnify SFSS under section 3.04 of this Agreement.

#### **ARTICLE 2 - FEES AND SCOPE OF ENGAGEMENT**

- 1. Services SFSS agrees to provide FIC students with the Services as listed in Schedule A
- 2. Excluded Services and Fees:
  - a. FIC Members will not be charged fees for:
    - i. The Simon Fraser Public Interest Research Group,
    - ii. First Nations Student Association,
    - iii. Embark Sustainability Society,
    - iv. Peak Publication Society,
    - v. Campus Radio Society, or the
    - vi. World University Service Canada.
- 3. Payment FIC shall collect from all eligible students who participate in its SFU program at the time of its collection of the FIC tuition and other student fees for each semester, SFSS fees in accordance with **Schedule B** 
  - a. Remittance All SFSS Student Fees collected by FIC from its students each semester shall be remitted to SFSS within sixty (60) days of such collection along with a schedule setting out the amount of fees collected from each FIC student.
- 4. Fee Schedule Any future fee increases will mirror increases to fees for SFSS members with the exception of the Build SFU Fee, which will increase based on the pre- determined schedule listed in **Schedule C**.

#### **ARTICLE 3 – WARRANTIES AND LIABILITIES**

- Specific Exclusion of Warranties Unless expressly set forth in this Agreement, there are no representations, warranties or guarantees of any kind whatsoever made by SFSS, either express or implied by law or custom, regarding any Services to be supplied hereunder by SFSS and SFSS may at any time, in its sole discretion, discontinue provision of a particular sub-category of Services by SFSS provided that it supply FIC with thirty (30) days' written notice of its intention to do so.
- 2. No Damages In no event will SFSS be liable to FIC or an FIC student or to any other party for damages or losses, including but not limited to lost profits, lost savings, or incidental, consequential, or special damages arising out of this Agreement or the provision of SFSS Services.
- 3. Monetary Limit If, despite the foregoing limitations, for any reason SFSS becomes liable to FIC or an FIC student for damages incurred in connection with this Agreement or the provision of SFSS Services, then the liability of SFSS shall be limited to an amount equal to the price paid for the Services.
- 4. Indemnity FIC shall indemnify and save harmless SFSS from and against any and all damages, injuries, claims, demands, actions, liabilities, costs, and expenses (including, without limitation, legal fees and costs on a solicitor and own client basis) incurred by or made against SFSS arising out of or related to any negligent or unlawful act or omission, or default under this Agreement, of FIC or any of its directors, officers, employees, agents, or representatives. This covenant to indemnify SFSS shall survive any termination of this Agreement.

- 5. Independent Contractors SFSS and FIC are independent contractors, and FIC will not act as the legal agent of or otherwise cause SFSS to incur liability.
- 6. Conduct The SFSS and FIC will jointly manage any student conduct issues that arise following the FIC and SFU code of conduct. Revision of the procedures will be necessary each year and as any new legislation is passed that will impact student interactions at events or on campus.

#### **ARTICLE 4 - ASSIGNMENT**

 Assignment – FIC and SFSS shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall enure to the benefit of the parties, and their respective successors and permitted assignments. This agreement shall be construed in accordance with the laws of the Province of British Columbia. The parties further agree to attorn to the jurisdiction of the Province of British Columbia in regards to any dispute which arises pursuant to this Agreement. The parties hereby agree to execute such further and other documents and do such further and other acts and things as may be necessary to carry this agreement into effect.

#### **ARTICLE 5 - NOTICE**

1. Notices - Unless otherwise specified herein, any notice or invoice required or permitted to be given hereunder by any party shall be deemed to have been well and sufficiently given if mailed by prepaid registered mail, or faxed to, or delivered at, the address of the other party as set forth above or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received, if mailed, or emailed, 72 hours after the time of mailing, or emailing, and if delivered, upon the date of delivery. If normal mail service, or email service is interrupted by strike, slowdown, force majeure or other cause, a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such services which have not been so interrupted or shall deliver such notice in order to ensure prompt receipt thereof.

#### **ARTICLE 6 – GENERAL TERMS**

- 1. Entire Agreement This Agreement supersedes all previous dealings, understandings and expectations of the parties and constitutes the whole Agreement between the parties with respect to the Services contemplated herein, and there are no representations, warranties, conditions, or collateral agreements between the parties except as expressly set out in this Agreement.
- 2. Severability If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, it will be considered separate and severable from the Agreement and the remaining provisions will remain in force and be binding upon the parties as though such provision had never been included.
- 3. Counterparts This Agreement may be executed by the parties in one or more counterparts and may be delivered by fax or other electronic means, each of which when so executed and delivered shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.
- 4. Arbitration It is agreed between the parties that any dispute which arises between the parties as a result of this Agreement shall be referred to binding arbitration for resolution before a single arbitrator who is mutually agreeable to both parties. The decision of the arbitrator shall be final and binding upon the parties and shall not be subject to appeal or to review. The arbitrator shall determine what part of the costs and expenses incurred in any such proceeding shall be borne by

each party participating in the arbitration.

- 5. Amending This agreement can be amended with mutual consent of both parties
- 6. Review Period It is agreed between the parties that a review of the relationship will take place after the first full year of services.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

SIMON FRASER STUDENT SOCIETY by its authorized signatory:

Osob Mohamed, President

( the All

Corbett Gildersleve, VP Finance

FRASER INTERNATIONAL COLLEGE LTD. by its authorized signatory:

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Brian J.R. Stevenson, Ph. D. President and CEO, University Partnerships Navitas North America

Schedule A Services Provided by SFSS to FIC Students

- A. Service from our Out on Campus and Women's Centre;
- B. Support from our Campaigns, Research and Policy service for:
  - a. Policy Development;
  - b. Election Support;
  - c. Committee Governance Support;
- C. Ability to book rooms in SFSS-controlled spaces (costs may apply);
- D. Support in booking rooms in SFU-controlled spaces (to be confirmed with SFU; costs may apply);
- E. Event planning and staging assistance;
- F. Support in developing clubs for FIC students;
- G. Access to grant funds based on SFSS model (amounts to be determined);
- H. Access to SFSS clubs;
- I. Free access to the SFSS student union building and related amenities;
- J. Equipment booking support (costs may apply);
- K. A/V booking support (TBC with SFU; costs may apply);
- L. Access to free legal clinic;
- M. Access to Food BankService;

#### Schedule B SFSS Student Fees

Fee	Amount
Services and Supports	\$42.74 per semester
Student Society Building Fund	\$5.00 per semester
Food Bank Fee	\$0.25 per semester
Accessibility Fund	\$0.75 per semester
Build SFU Fee	Schedule C

Schedule C Build SFU Fee Increase Schedule

Year (January)	Amount
2021	\$80.00
2022	\$90.00
2023	2022 Fee + CPI Adjustment
2024	2023 Fee + CPI Adjustment
2025	2024 Fee + CPI Adjustment



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# SUB Activism Project

Prepared by: WeiChun Kua, Science Rep, and Jennifer Chou, VP Student Life

## Issue

Currently, the SFSS does not have any showcase of the history of student activism and the nature of the radical SFU campus. It is vital that the SFSS preserve and showcase this history of radical student activism to inspire and motivate students towards demonstrating collective student power.

## Background

The former Build SFU General Manager had possession of SFSS activism archive content and handed them over at the end of his employment with the SFSS. The content included pictures of student protests and rallies that dated as far back as the 60s.

SFU was once known as the radical campus that was full of progressive and radical student activists and faculty allies that held rallies, actions and protests against SFU administration, and other external governing bodies relating to tuition fee increases, anti-war protests, academic freedom, and LGBATQ+ rights.

## **Current Status**

There are currently many empty wall spaces in the Student Union Building (SUB) that could be enriched with SFSS activism history. Myself and VP Student Life, Jennifer Chou selected photos from the archives and surveyed the SUB for potential spots to enlarge and frame the selected photos. Refer to the attached document.



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## **Key Considerations**

Since our board term is ending on April 30th, 2021, the selected photos would have to be enlarged, framed and installed by the incoming Board. The enlarging, printing and framing of the photos is estimated to cost approximately \$23,921.30.

Budget based on rough size estimates.

\*Please note that this is an overestimate.

Name	Size	Cost	Quantity	Total
Debt Wall Rally	12.5 x 22	\$19	3	\$57
Stop The Cuts	20 x 23 10 x 12	\$25 \$15	1 2	\$25 \$30
National Day of Action	26 x 24 13. 24.3	\$30 \$20	2 2	\$60 \$40
APEC Action	14 x 20	\$19	3	\$57
Wet'suwet'en	10 x 12	\$15	6	\$90
RA Unionization by TSSU	18.5 x 23	\$23	6	\$138
Tuition Fees Protest 1990 vs 2019	22.5 x 28.5 12.25 x 19	\$27 \$15	2 6	\$54 \$90
Victoria Tuition Rally	13.5 x 24.25 17.5 x 24.25	\$20 \$25	4 2	\$80 \$50
Other society supported actions	9.75 x 14.25 18 x 21 10.5 x 14.25	\$12 \$23 \$12	4 2 4	\$48 \$46 \$48
Surrey Book Ban Rally	24.5 x 32.5	\$30	2	\$60



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Wet'suwet'en	10 x 12.5	\$12	4	\$48
Enlargement	N/A	\$2 per photo, then add the price for each size	55	\$110
Frame (big)	30 x 70	\$1,340	1	\$1,340
Frame (other sizes, average)	24 x 57	\$1,062	15	\$15,930
Contingency	N/A	30% of total	N/A	\$5,520.30
			Total:	\$23,921.30

## Recommendations

That the Board approves the SUB Activism project and \$23,921.30 for the project, and that the VP Finance be tasked with the installation of the photos in the SUB.

## Motion:

Whereas it's vital for the SFSS to preserve and showcase its history of activism, student power, and nature of the radical SFU campus,

Whereas the new Student Union Building will serve as a central space for students to connect and organize,

Whereas the SUB Activism project will inspire and motivate students towards demonstrating collective student power,

Whereas the Build SFU fund was established to build the Student Union Building and costs can be expanded from it for the construction, improvement, and other such matters related to the building, and has X in the line item for the type of expenditures,



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Be it resolved that the Board approve of the SUB Activism project,

Be it further resolved that the Board allocates \$23,921.30 from the Build SFU line item or another relevant line item as determined by the VP Finance for the project,

Be it further resolved that the VP Finance be directed to work with the relevant parties for the necessary installation of the project.

Be it further resolved that any changes to the selection of images or revision to this activist history project in the future has to be made and passed by a vote of the Board of Directors/Council, and not the Exec committee, staff, or any other committee, unless explicitly authorized by the Board of Directors/Council.

## Attachment:

SUB Activism Project Locations and Measurements

## Briefing Note - SUB Space Agreements

Author: VP Finance Corbett Gildersleve

## ISSUE

The SFSS needs to receive and file the signed SUB Space Agreements.

## BACKGROUND

On July 10th, 2020 the Board approved a SUB Space Allocation for the 1000-level student organization suites as well as space that was supposed to hold the Copy Center. This allocation provided space for:

- Simon Fraser Public Interest Research Group (SFPRIG)
- Embark Sustainability Society (Embark)
- CJSF Radio Station (CJSF)
- First Nations Student Association (FNSA)
- Students of Caribbean and African Ancestry (SOCA)
- Disability and Neurodiversity Alliance (DNA)

The Board also tasked the President and VP Finance to enter into agreements with these groups.

In the case of SFPIRG, Embark, and CJSF subleases were drafted and the groups were consulted before the agreements were signed. These subleases lay out the institutional relationship between each group, the responsibilities of each group under the lease, a conflict resolution process, operating costs, termination scenarios, and indemnity. Both parties sought legal advice on the agreement.

In the case of FNSA, SOCA, and DNA letters of agreements were drafted and the groups were consulted before the agreements were signed. These agreements also lay out the responsibilities of each group, the costs that the SFSS cover, the role of staff support and how speciality fees (like the First Nations Student Fund and the FNSA) are handled.

## CURRENT STATUS

Signed Letters of Agreement

• Students of Caribbean and African Ancestry

• First Nations Student Association

Signed Subleases

- SFPIRG
- CJSF
- Embark

Unsigned

- DNA
  - Will be signed at DNA's next meeting in May

## MOTION

Be it resolved that the Board of Directors receive and file to our corporate records the following Letter of Agreements and SUB subleases

- SUB Sublease CJSF
- SUB Sublease Embark
- SUB Sublease SFPIRG
- Letter of Agreement First Nations Student Association
- Letter of Agreement Students of Caribbean and African Ancestry

## LEASE AND SERVICES AGREEMENT

### BACKGROUND

- By a lease ("Head Lease") dated for reference December 16, 2015, between the Simon Fraser Student Society ("SFSS"), as tenant, and Simon Fraser University ("SFU"), as landlord, as may be extended or amended from time to time, SFU granted a lease to the SFSS for the building known as the "Student Union Building" (the "Building") located on the Burnaby Campus of SFU.
- 2. For good and valuable consideration, the SFSS has agreed to sublease certain premises of the Building on the terms and conditions specified in this Lease and Services Agreement.

## PRIMACY OF THE HEAD LEASE

1. In the event of a conflict between this agreement and the Head Lease, the Head Lease shall prevail

This AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Is between:

SIMON FRASER STUDENT SOCIETY, ("SFSS"), a society incorporated pursuant to the Societies Act (British Columbia), having its offices at Simon Fraser University, Burnaby, British Columbia, Canada

and

Simon Fraser Campus Radio Society ("CJSF"), a society incorporated pursuant to the Societies Act (British Columbia), having its offices at Simon Fraser University, Burnaby, British Columbia, Canada

WHEREAS:

- 1. The SFSS and CJSF have purposes that benefit SFU students and the broader SFU community; and share most members in common
- 2. SFSS and CJSF wish to continue their relationship of mutual respect and coordination of resources for the benefit of SFU students and the broader SFU community

THEREFORE, the parties agree as follows:

## **1. INSTITUTIONAL RELATIONSHIP**

- a. CJSF and SFSS acknowledge their unique roles in representing the students of SFU. In the spirit of cooperation, CJSF and SFSS will each appoint representatives who will meet at least once in each semester with the purpose of sharing information in order to maintain a respectful dialogue between the parties and to encourage the coordination of joint projects, services, and/or campaigns. There will be at least two (2) representatives from each organization including at least one (1) student and one (1) or more additional student or staff members.
- b. The SFSS manages the Building as laid out in the "SFU-SFSS Head Lease" and can make, change, or remove regulations and rules for the Building as reasonably required. Additionally, the SFSS can make physical changes to the building as needed and will do their best to reduce the impact on CJSF's quiet enjoyment of their Space.

### 2. FEES

- a. CJSF's membership fees have been determined independently through a duly held referendum. Each semester, as a labour-saving device benefitting the University, SFSS will accept from SFU the funds designated for CJSF, and will pass those funds on to CJSF within fourteen (14) business days of receipt of the activity fee by SFSS from SFU.
- b. CJSF's membership fees may be changed by a duly held referendum of CJSF's members, in which case SFSS shall collect the amended amounts at the start of the next fiscal year for the SFSS.

### 3. LEASED PREMISE

- a. SFSS shall allow CJSF the sole use and occupation of the space as laid out in Schedule A and shall be the "Leased Premise".
- b. CJSF shall pay to SFSS the amount of \$1.00 per year as rent for the Leased Premises.

CJSF will pay to the SFSS operational costs proportional to the cost owed by the SFSS to SFU as laid out in Schedule B in monthly installments in advance on the first day of each calendar month.

- c. Operational costs will be calculated by determining the proportional square footage of CJSF's Leased Premises in relation to the total square footage of the Building (the "proportional share"), and applying that proportional share to SFU's annual projection of the Building's total operating costs.
- d. The total projected costs for the Building will be reconciled between SFU and the SFSS after the end of their Fiscal Year, and the proportional share of any adjustments will be credited or debited to the CJSF, and divided into twelve equal payments over the next year.
- e. The SFSS will present a breakdown of the annual projected costs for CJSF's proportional square footage at the start of each SFSS Fiscal Year, and the actual costs for CJSF's proportional square footage at the end of each SFSS Fiscal Year.

- f. SFSS may require CJSF to relocate from the Leased Premises only if SFSS makes available to CJSF a reasonable alternative space of equivalent size and condition suitable for their operating purposes.
- g. CJSF will maintain the Leased Premises in accordance with SFU requirements and shall not significantly modify the Leased Premises without prior written consent of SFSS, which consent shall not be unreasonably withheld.
- h. SFSS shall give CJSF at least 120 days' written notice of any proposed change in the Leased Premises or any proposed relocation of CJSF
- i. CJSF will operate the Leased Premises in a good, efficient, and business-like manner and will keep the Space neat, clean, sanitary and free from clutter.
- j. The SFSS will have the right to enter and inspect the Leased Premises to ensure that CJSF is fulfilling its obligations upon reasonable notice to CJSF except in the event of an emergency when no notice will be required.
- k. CJSF will respect their neighbours quiet enjoyment of their own space including but not limited to SFSS and any other organizations or student groups using neighbouring spaces.
- I. CJSF is allowed to conduct reasonable activities that support their mandate and strengthen their programming activities
- m. Repairs of the Leased Premises will be submitted to the SFSS by way of the Building Manager or their designate.

### 4. BUILDING COMMON SPACES

- a. CJSF has the right to use common spaces and rooms within the Building, but is required to book those spaces and rooms with the SFSS ahead of time where applicable.
- b. If CJSF is found to have caused any damage to those spaces, they will be required to pay for any repairs along with a 15% administration fee.

## 5. SERVICES, JOINT PROJECTS, AND INITIATIVES

a. Any services, joint projects, and/or initiatives between the SFSS and CJSF will be represented by Letters of Agreement and attached to this document in Schedule C

### 6. INDEMNIFICATION

- a. The CJSF will indemnify and save harmless the SFSS and SFU against and from any and all claims, demands, causes of action, actions, proceedings, losses, damages, expenses, costs, and legal fees on a solicitor and client basis which may arise out of or be in any way connected with the occupation or use by the CJSF of the Premises or a breach by the CJSF of its obligations under this Lease, unless caused by the intentional, reckless or negligent conduct by the SFSS and SFU or others for whose conduct it is in law responsible or arising from a breach by the SFSS or SFU of any of its representations, warranties or obligations as set forth in this Lease.
- b. "The SFSS will indemnify and save harmless the CJSF against and from any and all claims, demands, causes of action, actions, proceedings, losses, damages, expenses, costs, and legal fees on a solicitor and client basis which may arise out of

or be in any way connected with the occupation or use by the SFSS of the Premises or a breach by the SFSS of its obligations under this Lease, unless caused by the intentional, reckless or negligent conduct by the CJSF or others for whose conduct it is in law responsible or arising from a breach by the CJSF of any of its representations, warranties or obligations as set forth in this Lease."

### 7. INSURANCE

- a. CJSF, at its own cost, will place and maintain in effect the following insurance throughout the term of this agreement:
  - i. "all risks" replacement cost property insurance covering any furniture and other contents of the Leased Premises provided to CJSF by SFSS; and
  - ii. Comprehensive general liability insurance in respect of all operations of CJSF (including coverage for tenant's legal liability for the full replacement cost of the Leased Premises, products liability, personal injury, bodily injury including death, non-owned automobile liability) on such terms, covering such additional liabilities and with such an insurer, as in each instance CJSF from time to time, acting reasonably, considers satisfactory, provided that such insurance shall at a minimum conform with the following:
    - The Indemnitees referred to in paragraph 6 shall be named as Additional Insureds under such policy(ies) and such policy(ies) shall contain a standard cross liability clause;
    - 2. The insurance shall provide for a limitation of liability of not less than \$10,000,000 per occurrence (and in the aggregate in respect only of products liability), or such greater amount as is reasonably consistent with industry standards and a self retention amount (or deductible) that does not exceed \$50,000, or such other amount as is reasonably consistent with industry standards;
    - 3. The insurance shall not contain coverage exclusions relating to "host liquor liability" or "forcible ejection;"
    - 4. The insurance shall provide for not less than 30 days prior written notification by registered letter, to SFSS, of any form of cancellation or material change; and
    - 5. The insurer(s) shall be licensed to carry on the insurance business in British Columbia.
- b. CJSF will provide proof of insurance to SFSS by providing either a copy of the policy or certificate of insurance, as SFSS may reasonably require from time to time. Such proof shall be provided at the commencement of the term of insurance coverage and thereafter, prior to the expiry or termination of any insurance placed by CJSF, proof that such insurance has been renewed or replaced.

## 8. SIGNAGE AND ALTERATIONS

a. CJSF will not place or permit to be placed materials or items on the exterior of the "Leased Premises" without first obtaining consent from the SFSS, which will not be unreasonably withheld.

- i. Consent shall be granted through the SFSS Building Manager or their designate and shall, outside of unexpected circumstances, take no longer than 3 business days.
- b. CJSF will not alter the Leased Premises without prior written consent of the SFSS and SFU.
- c. Alterations of the Leased Premises will require submitting a proposal of work to the SFSS that lays out
  - i. Plans and drawings by a qualified architect or engineer conforming to good architectural and engineering practices.
- d. Costs will be borne by CJSF unless a cost sharing proposal was agreed upon by SFSS.

## 9. AMENDMENT BY CONSENT

a. This Agreement may be amended only by mutual consent of the parties.

### 10. TERM AND TERMINATION

- a. The commencement date for this lease shall start on the day both parties sign the agreement, and shall continue for the duration of the term as defined in the Head Lease minus one day
- b. This agreement shall automatically renew on the same terms and conditions and will mirror the renewal periods of the Head Lease unless either SFSS or CJSF gives to the other party, no less than six months written notice of its intention to terminate this agreement.
- c. This agreement may be terminated through the following ways:
  - i. By mutual agreement of CJSF and SFSS;
  - ii. In the event of the dissolution of either SFSS or CJSF being approved by its members;
  - iii. SFSS is no longer the leaseholder of the Building;
  - iv. By the CJSF with 120 days written notice in the event that they have found alternative space;
  - v. By SFSS, if CJSF commits a serious breach of this Agreement and fails to (a) correct such breach within 30 days of receipt of written notification thereof or (b) fails to start correcting such breach within 30 days of receipt of written notification thereof or fails to diligently correct such breach within a reasonable time period, if the breach is of a nature that can't be reasonably corrected within 30 days;
  - vi. By CJSF, if SFSS commits a serious breach of this Agreement and fails to (a) correct such breach within 30 days of receipt of written notification thereof or (b) fails to start correcting such breach within 30 days of receipt of written notification thereof or fails to diligently correct such breach within a reasonable time period, if the breach is of a nature that can't be reasonably corrected within 30 days;
  - vii. By either SFSS or CJSF through an ordinary resolution by a duly held referendum following the organization's relevant bylaws, policies, and regulations, provided that:

- 1. A previous duly held referendum resulted in the SFSS or CJSF no longer being student-funded;
- 2. A dispute resolution process as laid out in article 11 including arbitration must be exhausted first prior to bringing this to referendum;
- The SFSS or CJSF must be notified at least 60 days in advance if the other party intends to bring this ordinary resolution to referendum;
- 4. The referendum question must be a simple yes or no question as laid out in Schedule D; and
- 5. The SFSS and CJSF are allowed to campaign for or against the ordinary resolution as is appropriate.

### 11. DISPUTE RESOLUTION

- a. If a dispute arises between the parties in relation to this Agreement, or out of this Agreement, the parties agree that the following dispute resolution process must be used:
  - i. A meeting must be held between the parties within two weeks of receiving a dispute, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
  - ii. If, within thirty days after such meeting, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to submit the dispute to mediation.
  - iii. The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven days after the end of the negotiation period referred to in paragraph (ii), the parties must apply to the Mediate BC Society (formerly known as British Columbia Mediator Roster Society), or such other organization or person agreed to by the parties in writing, which will, within seven days of the application, appoint a mediator taking into account:
    - 1. the need for the mediator to be neutral and independent,
    - 2. the qualifications of the mediator,
    - 3. the mediator's fees,
    - 4. the mediator's availability, and
    - 5. any other consideration likely to result in the selection of an impartial, competent and effective mediator.
  - iv. The parties agree to participate in good faith in a mediation session which must occur within 30 days after the appointment of the mediator, or such further period agreed to by the parties in writing.
  - v. The parties agree that the mediation will be conducted in accordance with the rules of the Mediate BC Society.

- vi. If the parties are unable to resolve all issues in dispute in the mediation, the parties agree that the remaining issues in dispute must be determined by arbitration under the Arbitration Act, S.B.C. 2020, c. 2. The parties agree that the decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.
- vii. The parties agree to share equally the costs of the mediation and arbitration, which will not include costs incurred by a party for representation by counsel.

The parties hereto have signed this agreement with effect as of the date set out above:

CJSF station Manager  $(\mathbf{O})$ Title: Title: Simon Fraser Student Society **Corbett Gildersleve** <u>Corbett Gildersleve</u> Title: **VP** Finance **Osob Mohamed** 

Title: President

## Schedule A - Leased Premise

Room Number		Square Meter	Square Feet
	OPEN SPACE 1	86.1	926.4
1422	OFFICE 1	12.0	129.6
1424	OFFICE 2	12.3	132.1
1426	OFFICE 3	12.3	132.2
	Total	122.7	1320.3

## LEVEL 1000 PLAN



## Schedule B - Operating Costs

Tenants Proportionate Share of Operating Costs

- Building Costs as defined in Article 17.1.e in the Head Lease with can include but in not limited to
  - Utilities
    - Gas
    - Heat
    - Electricity
    - Other Fuel
    - Water
    - Sewer
    - Telephone
    - Other Utilities Consumed on the Premises
  - Property Taxes
  - GST
  - Janitorial Services
  - Security Services
  - Maintenance and Repair Costs
Schedule C - Services, Joint Program, and/or Initiatives Letter of Agreement(s)

# Schedule D - Termination Referendum Language

Do you agree to terminate the SUB sublease agreement between the SFSS and CJSF?

yes/no

Schedule E - Agreement Amendment History

# LEASE AND SERVICES AGREEMENT

### BACKGROUND

- 1. By a lease ("Head Lease") dated for reference December 16, 2015, between the Simon Fraser Student Society ("SFSS"), as tenant, and Simon Fraser University ("SFU"), as landlord, as may be extended or amended from time to time, SFU granted a lease to the SFSS for the building known as the "Student Union Building" (the "Building") located on the Burnaby Campus of SFU.
- 2. For good and valuable consideration, the SFSS has agreed to sublease certain premises of the Building on the terms and conditions specified in this Lease and Services Agreement.

# PRIMACY OF THE HEAD LEASE

1. In the event of a conflict between this agreement and the Head Lease, the Head Lease shall prevail

This AGREEMENT dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_ April \_\_\_\_\_, 2021.

#### Is between:

SIMON FRASER STUDENT SOCIETY, ("SFSS"), a society incorporated pursuant to the Societies Act (British Columbia), having its offices at Simon Fraser University, Burnaby, British Columbia, Canada

and

EMBARK SUSTAINABILITY SOCIETY, ("Embark"), a society incorporated pursuant to the Society Act (British Columbia), having its offices at Simon Fraser University, Burnaby, British Columbia, Canada

WHEREAS:

- 1. The SFSS and Embark have purposes that benefit SFU students and the broader SFU community; and share most members in common
- 2. SFSS and Embark wish to continue their relationship of mutual respect and coordination of resources for the benefit of SFU students and the broader SFU community

THEREFORE, the parties agree as follows:

# 1. INSTITUTIONAL RELATIONSHIP

- a. Embark and SFSS acknowledge their unique roles in representing the students of SFU. In the spirit of cooperation, Embark and SFSS will each appoint representatives who will meet at least once in each semester with the purpose of sharing information in order to maintain a respectful dialogue between the parties and to encourage the coordination of joint projects, services, and/or campaigns. There will be at least two (2) representatives from each organization including at least one (1) student and one (1) or more additional student or staff members.
- b. The SFSS manages the Building as laid out in the "SFU-SFSS Head Lease" and can make, change, or remove regulations and rules for the Building as reasonably required. Additionally, the SFSS can make physical changes to the building as needed and will do their best to reduce the impact on Embark's quiet enjoyment of their Space.

# 2. FEES

- a. Embark's membership fees have been determined independently through a duly held referendum. Each semester, as a labour-saving device benefitting the University, SFSS will accept from SFU the funds designated for Embark, and will pass those funds on to Embark within fourteen (14) business days of receipt of the activity fee by SFSS from SFU.
- b. Embark's membership fees may be changed by a duly held referendum of Embark's members, in which case SFSS shall collect the amended amounts at the start of the next fiscal year for the SFSS.

### 3. LEASED PREMISE

- a. SFSS shall allow Embark the sole use and occupation of the space as laid out in Schedule A and shall be the "Leased Premise".
- b. Embark shall pay to SFSS the amount of \$1.00 per year as rent for the Leased Premises.

Embark will pay to the SFSS operational costs proportional to the cost owed by the SFSS to SFU as laid out in Schedule B in monthly installments in advance on the first day of each calendar month.

- c. Operational costs will be calculated by determining the proportional square footage of Embark's Leased Premises in relation to the total square footage of the Building (the "proportional share"), and applying that proportional share to SFU's annual projection of the Building's total operating costs.
- d. The total projected costs for the Building will be reconciled between SFU and the SFSS after the end of their Fiscal Year, and the proportional share of any adjustments will be credited or debited to the Embark, and divided into twelve equal payments over the next year.
- e. The SFSS will present a breakdown of the annual projected costs for Embark's proportional square footage at the start of each SFSS Fiscal Year, and the actual

costs for Embark's proportional square footage at the end of each SFSS Fiscal Year.

- f. SFSS may require Embark to relocate from the Leased Premises only if SFSS makes available to Embark a reasonable alternative space of equivalent size and condition suitable for their operating purposes.
- g. Embark will maintain the Leased Premises in accordance with SFU requirements and shall not significantly modify the Leased Premises without prior written consent of SFSS, which consent shall not be unreasonably withheld.
- h. SFSS shall give Embark at least 120 days' written notice of any proposed change in the Leased Premises or any proposed relocation of Embark
- i. Embark will operate the Leased Premises in a good, efficient, and business-like manner and will keep the Space neat, clean, sanitary and free from clutter.
- j. The SFSS will have the right to enter and inspect the Leased Premises to ensure that Embark is fulfilling its obligations upon reasonable notice to Embark except in the event of an emergency when no notice will be required.
- k. Embark will respect their neighbours quiet enjoyment of their own space including but not limited to SFSS and any other organizations or student groups using neighbouring spaces.
- I. Embark is allowed to conduct reasonable activities that support their mandate and strengthen their programming activities
- m. Repairs of the Leased Premises will be submitted to the SFSS by way of the Building Manager or their designate.

# 4. BUILDING COMMON SPACES

- a. Embark has the right to use common spaces and rooms within the Building, but is required to book those spaces and rooms with the SFSS ahead of time where applicable.
- b. If Embark is found to have caused any damage to those spaces, they will be required to pay for any repairs along with a 15% administration fee.

# 5. SERVICES, JOINT PROJECTS, AND INITIATIVES

 Any services, joint projects, and/or initiatives between the SFSS and Embark will be represented by Letters of Agreement and attached to this document in Schedule C

# 6. INDEMNIFICATION

a. The Embark will indemnify and save harmless the SFSS and SFU against and from any and all claims, demands, causes of action, actions, proceedings, losses, damages, expenses, costs, and legal fees on a solicitor and client basis which may arise out of or be in any way connected with the occupation or use by the Embark of the Premises or a breach by the Embark of its obligations under this Lease, unless caused by the intentional, reckless or negligent conduct by the SFSS and SFU or others for whose conduct it is in law responsible or arising from a breach by the SFSS or SFU of any of its representations, warranties or obligations as set forth in this Lease. b. "The SFSS will indemnify and save harmless the Embark against and from any and all claims, demands, causes of action, actions, proceedings, losses, damages, expenses, costs, and legal fees on a solicitor and client basis which may arise out of or be in any way connected with the occupation or use by the SFSS of the Premises or a breach by the SFSS of its obligations under this Lease, unless caused by the intentional, reckless or negligent conduct by the Embark or others for whose conduct it is in law responsible or arising from a breach by the Embark of any of its representations, warranties or obligations as set forth in this Lease."

### 7. INSURANCE

- a. Embark, at its own cost, will place and maintain in effect the following insurance throughout the term of this agreement:
  - i. "all risks" replacement cost property insurance covering any furniture and other contents of the Leased Premises provided to Embark by SFSS; and
  - ii. Comprehensive general liability insurance in respect of all operations of Embark (including coverage for tenant's legal liability for the full replacement cost of the Leased Premises, products liability, personal injury, bodily injury including death, non-owned automobile liability) on such terms, covering such additional liabilities and with such an insurer, as in each instance Embark from time to time, acting reasonably, considers satisfactory, provided that such insurance shall at a minimum conform with the following:
    - The Indemnitees referred to in paragraph 6 shall be named as Additional Insureds under such policy(ies) and such policy(ies) shall contain a standard cross liability clause;
    - 2. The insurance shall provide for a limitation of liability of not less than \$10,000,000 per occurrence (and in the aggregate in respect only of products liability), or such greater amount as is reasonably consistent with industry standards and a self retention amount (or deductible) that does not exceed \$50,000, or such other amount as is reasonably consistent with industry standards;
    - 3. The insurance shall not contain coverage exclusions relating to "host liquor liability" or "forcible ejection;"
    - The insurance shall provide for not less than 30 days prior written notification by registered letter, to SFSS, of any form of cancellation or material change; and
    - 5. The insurer(s) shall be licensed to carry on the insurance business in British Columbia.
- b. Embark will provide proof of insurance to SFSS by providing either a copy of the policy or certificate of insurance, as SFSS may reasonably require from time to time. Such proof shall be provided at the commencement of the term of insurance coverage and thereafter, prior to the expiry or termination of any insurance placed by Embark, proof that such insurance has been renewed or replaced.

# 8. SIGNAGE AND ALTERATIONS

- a. Embark will not place or permit to be placed materials or items on the exterior of the "Leased Premises" without first obtaining consent from the SFSS, which will not be unreasonably withheld.
  - i. Consent shall be granted through the SFSS Building Manager or their designate and shall, outside of unexpected circumstances, take no longer than 3 business days.
- b. Embark will not alter the Leased Premises without prior written consent of the SFSS and SFU.
- c. Alterations of the Leased Premises will require submitting a proposal of work to the SFSS that lays out
  - i. Plans and drawings by a qualified architect or engineer conforming to good architectural and engineering practices.
- d. Costs will be borne by Embark unless a cost sharing proposal was agreed upon by SFSS.

# 9. AMENDMENT BY CONSENT

a. This Agreement may be amended only by mutual consent of the parties.

# 10. TERM AND TERMINATION

- a. The commencement date for this lease shall start on the day both parties sign the agreement, and shall continue for the duration of the term as defined in the Head Lease minus one day
- b. This agreement shall automatically renew on the same terms and conditions and will mirror the renewal periods of the Head Lease unless either SFSS or Embark gives to the other party, no less than six months written notice of its intention to terminate this agreement.
- c. This agreement may be terminated through the following ways:
  - i. By mutual agreement of Embark and SFSS;
  - ii. In the event of the dissolution of either SFSS or Embark being approved by its members;
  - iii. SFSS is no longer the leaseholder of the Building;
  - iv. By the Embark with 120 days written notice in the event that they have found alternative space;
  - v. By SFSS, if Embark commits a serious breach of this Agreement and fails to (a) correct such breach within 30 days of receipt of written notification thereof or (b) fails to start correcting such breach within 30 days of receipt of written notification thereof or fails to diligently correct such breach within a reasonable time period, if the breach is of a nature that can't be reasonably corrected within 30 days;
  - vi. By Embark, if SFSS commits a serious breach of this Agreement and fails to (a) correct such breach within 30 days of receipt of written notification thereof or (b) fails to start correcting such breach within 30 days of receipt of written notification thereof or fails to diligently correct such breach

within a reasonable time period, if the breach is of a nature that can't be reasonably corrected within 30 days;

- vii. By either SFSS or Embark through an ordinary resolution by a duly held referendum following the organization's relevant bylaws, policies, and regulations, provided that:
  - 1. A previous duly held referendum resulted in the SFSS or Embark no longer being student-funded;
  - A dispute resolution process as laid out in article 11 including arbitration must be exhausted first prior to bringing this to referendum;
  - 3. The SFSS or Embark must be notified at least 60 days in advance if the other party intends to bring this ordinary resolution to referendum;
  - 4. The referendum question must be a simple yes or no question as laid out in Schedule D; and
  - 5. The SFSS and Embark are allowed to campaign for or against the ordinary resolution as is appropriate.

# 11. DISPUTE RESOLUTION

- a. If a dispute arises between the parties in relation to this Agreement, or out of this Agreement, the parties agree that the following dispute resolution process must be used:
  - i. A meeting must be held between the parties within two weeks of receiving a dispute, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
  - ii. If, within thirty days after such meeting, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to submit the dispute to mediation.
  - iii. The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven days after the end of the negotiation period referred to in paragraph (ii), the parties must apply to the Mediate BC Society (formerly known as British Columbia Mediator Roster Society), or such other organization or person agreed to by the parties in writing, which will, within seven days of the application, appoint a mediator taking into account:
    - 1. the need for the mediator to be neutral and independent,
    - 2. the qualifications of the mediator,
    - 3. the mediator's fees,
    - 4. the mediator's availability, and
    - 5. any other consideration likely to result in the selection of an impartial, competent and effective mediator.

- iv. The parties agree to participate in good faith in a mediation session which must occur within 30 days after the appointment of the mediator, or such further period agreed to by the parties in writing.
- v. The parties agree that the mediation will be conducted in accordance with the rules of the Mediate BC Society.
- vi. If the parties are unable to resolve all issues in dispute in the mediation, the parties agree that the remaining issues in dispute must be determined by arbitration under the Arbitration Act, S.B.C. 2020, c. 2. The parties agree that the decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.
- vii. The parties agree to share equally the costs of the mediation and arbitration, which will not include costs incurred by a party for representation by counsel.

The parties hereto have signed this agreement with effect as of the date set out above:

Embark Alison White Title: Executive Director Zoya Khan

Title: Chair

#### Simon Fraser Student Society

Corbett Gildersleve Corbett Gildersleve

Title: VP Finance

Osob Mohamed

Title: President

# Schedule A - Leased Premise

Room Number	EMBARK	Square Meter	Square Feet
1310	OPEN SPACE 1	79.8	859.0
1311	OFFICE 1	9.2	99.4
1313	OFFICE 2	10.6	114.4
1315	OFFICE 3	10.6	114.1
	Total	110.3	1186.8

# LEVEL 1000 PLAN



# Schedule B - Operating Costs

Tenants Proportionate Share of Operating Costs

- Building Costs as defined in Article 17.1.e in the Head Lease with can include but in not limited to
  - Utilities
    - Gas
    - Heat
    - Electricity
    - Other Fuel
    - Water
    - Sewer
    - Telephone
    - Other Utilities Consumed on the Premises
  - Property Taxes
  - GST
  - Janitorial Services
  - Security Services
  - Maintenance and Repair Costs

Schedule C - Services, Joint Program, and/or Initiatives Letter of Agreement(s)

# Schedule D - Termination Referendum Language

Do you agree to terminate the SUB sublease agreement between the SFSS and Embark?

yes/no

Schedule E - Agreement Amendment History

# LEASE AND SERVICES AGREEMENT

### BACKGROUND

- By a lease ("Head Lease") dated for reference December 16, 2015, between the Simon Fraser Student Society ("SFSS"), as tenant, and Simon Fraser University ("SFU"), as landlord, as may be extended or amended from time to time, SFU granted a lease to the SFSS for the building known as the "Student Union Building" (the "Building") located on the Burnaby Campus of SFU.
- 2. For good and valuable consideration, the SFSS has agreed to sublease certain premises of the Building on the terms and conditions specified in this Lease and Services Agreement.

# PRIMACY OF THE HEAD LEASE

1. In the event of a conflict between this agreement and the Head Lease, the Head Lease shall prevail

This AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Is between:

SIMON FRASER STUDENT SOCIETY, ("SFSS"), a society incorporated pursuant to the Societies Act (British Columbia), having its offices at Simon Fraser University, Burnaby, British Columbia, Canada

and

SIMON FRASER PUBLIC INTEREST RESEARCH GROUP, ("SFPIRG"), a society incorporated pursuant to the Society Act (British Columbia), having its offices at Simon Fraser University, Burnaby, British Columbia, Canada

WHEREAS:

- 1. The SFSS and SFPIRG have purposes that benefit SFU students and the broader SFU community; and share most members in common
- 2. SFSS and SFPIRG wish to continue their relationship of mutual respect and coordination of resources for the benefit of SFU students and the broader SFU community

THEREFORE, the parties agree as follows:

# 1. INSTITUTIONAL RELATIONSHIP

- a. SFPIRG and SFSS acknowledge their unique roles in representing the students of SFU. In the spirit of cooperation, SFPIRG and SFSS will each appoint representatives who will meet at least once in each semester with the purpose of sharing information in order to maintain a respectful dialogue between the parties and to encourage the coordination of joint projects, services, and/or campaigns. There will be at least two (2) representatives from each organization including at least one (1) student and one (1) or more additional student or staff members.
- b. The SFSS manages the Building as laid out in the "SFU-SFSS Head Lease" and can make, change, or remove regulations and rules for the Building as reasonably required. Additionally, the SFSS can make physical changes to the building as needed and will do their best to reduce the impact on SFPIRG's quiet enjoyment of their Space.

# 2. FEES

- a. SFPIRG's membership fees have been determined independently through a duly held referendum. Each semester, as a labour-saving device benefitting the University, SFSS will accept from SFU the funds designated for SFPIRG, and will pass those funds on to SFPIRG within fourteen (14) business days of receipt of the activity fee by SFSS from SFU.
- b. SFPIRG's membership fees may be changed by a duly held referendum of SFPIRG's members, in which case SFSS shall collect the amended amounts at the start of the next fiscal year for the SFSS.

### 3. LEASED PREMISE

- a. SFSS shall allow SFPIRG the sole use and occupation of the space as laid out in Schedule A and shall be the "Leased Premise".
- b. SFPIRG shall pay to SFSS the amount of \$1.00 per year as rent for the Leased Premises.

SFPIRG will pay to the SFSS operational costs proportional to the cost owed by the SFSS to SFU as laid out in Schedule B in monthly installments in advance on the first day of each calendar month.

- c. Operational costs will be calculated by determining the proportional square footage of SFPIRG's Leased Premises in relation to the total square footage of the Building (the "proportional share"), and applying that proportional share to SFU's annual projection of the Building's total operating costs.
- d. The total projected costs for the Building will be reconciled between SFU and the SFSS after the end of their Fiscal Year, and the proportional share of any adjustments will be credited or debited to the SFPIRG, and divided into twelve equal payments over the next year.
- e. The SFSS will present a breakdown of the annual projected costs for SFPIRG's proportional square footage at the start of each SFSS Fiscal Year, and the actual

costs for SFPIRG's proportional square footage at the end of each SFSS Fiscal Year.

- f. SFSS may require SFPIRG to relocate from the Leased Premises only if SFSS makes available to SFPIRG a reasonable alternative space of equivalent size and condition suitable for their operating purposes.
- g. SFPIRG will maintain the Leased Premises in accordance with SFU requirements and shall not significantly modify the Leased Premises without prior written consent of SFSS, which consent shall not be unreasonably withheld.
- h. SFSS shall give SFPIRG at least 120 days' written notice of any proposed change in the Leased Premises or any proposed relocation of SFPIRG
- i. SFPIRG will operate the Leased Premises in a good, efficient, and business-like manner and will keep the Space neat, clean, sanitary and free from clutter.
- j. The SFSS will have the right to enter and inspect the Leased Premises to ensure that SFPIRG is fulfilling its obligations upon reasonable notice to SFPIRG except in the event of an emergency when no notice will be required.
- k. SFPIRG will respect their neighbours quiet enjoyment of their own space including but not limited to SFSS and any other organizations or student groups using neighbouring spaces.
- I. SFPIRG is allowed to conduct reasonable activities that support their mandate and strengthen their programming activities
- m. Repairs of the Leased Premises will be submitted to the SFSS by way of the Building Manager or their designate.

# 4. BUILDING COMMON SPACES

- a. SFPIRG has the right to use common spaces and rooms within the Building, but is required to book those spaces and rooms with the SFSS ahead of time where applicable.
- b. If SFPIRG is found to have caused any damage to those spaces, they will be required to pay for any repairs along with a 15% administration fee.

# 5. SERVICES, JOINT PROJECTS, AND INITIATIVES

 Any services, joint projects, and/or initiatives between the SFSS and SFPIRG will be represented by Letters of Agreement and attached to this document in Schedule C

### 6. INDEMNIFICATION

a. The SFPIRG will indemnify and save harmless the SFSS and SFU against and from any and all claims, demands, causes of action, actions, proceedings, losses, damages, expenses, costs, and legal fees on a solicitor and client basis which may arise out of or be in any way connected with the occupation or use by the SFPIRG of the Premises or a breach by the SFPIRG of its obligations under this Lease, unless caused by the intentional, reckless or negligent conduct by the SFSS and SFU or others for whose conduct it is in law responsible or arising from a breach by the SFSS or SFU of any of its representations, warranties or obligations as set forth in this Lease. b. "The SFSS will indemnify and save harmless the SFPIRG against and from any and all claims, demands, causes of action, actions, proceedings, losses, damages, expenses, costs, and legal fees on a solicitor and client basis which may arise out of or be in any way connected with the occupation or use by the SFSS of the Premises or a breach by the SFSS of its obligations under this Lease, unless caused by the intentional, reckless or negligent conduct by the SFPIRG or others for whose conduct it is in law responsible or arising from a breach by the SFPIRG of any of its representations, warranties or obligations as set forth in this Lease."

### 7. INSURANCE

- a. SFPIRG, at its own cost, will place and maintain in effect the following insurance throughout the term of this agreement:
  - "all risks" replacement cost property insurance covering any furniture and other contents of the Leased Premises provided to SFPIRG by SFSS; and
  - ii. Comprehensive general liability insurance in respect of all operations of SFPIRG (including coverage for tenant's legal liability for the full replacement cost of the Leased Premises, products liability, personal injury, bodily injury including death, non-owned automobile liability) on such terms, covering such additional liabilities and with such an insurer, as in each instance SFPIRG from time to time, acting reasonably, considers satisfactory, provided that such insurance shall at a minimum conform with the following:
    - The Indemnitees referred to in paragraph 6 shall be named as Additional Insureds under such policy(ies) and such policy(ies) shall contain a standard cross liability clause;
    - 2. The insurance shall provide for a limitation of liability of not less than \$10,000,000 per occurrence (and in the aggregate in respect only of products liability), or such greater amount as is reasonably consistent with industry standards and a self retention amount (or deductible) that does not exceed \$50,000, or such other amount as is reasonably consistent with industry standards;
    - 3. The insurance shall not contain coverage exclusions relating to "host liquor liability" or "forcible ejection;"
    - 4. The insurance shall provide for not less than 30 days prior written notification by registered letter, to SFSS, of any form of cancellation or material change; and
    - 5. The insurer(s) shall be licensed to carry on the insurance business in British Columbia.
- b. SFPIRG will provide proof of insurance to SFSS by providing either a copy of the policy or certificate of insurance, as SFSS may reasonably require from time to time. Such proof shall be provided at the commencement of the term of insurance coverage and thereafter, prior to the expiry or termination of any

insurance placed by SFPIRG, proof that such insurance has been renewed or replaced.

# 8. SIGNAGE AND ALTERATIONS

- a. SFPIRG will not place or permit to be placed materials or items on the exterior of the "Leased Premises" without first obtaining consent from the SFSS, which will not be unreasonably withheld.
  - i. Consent shall be granted through the SFSS Building Manager or their designate and shall, outside of unexpected circumstances, take no longer than 3 business days.
- b. SFPIRG will not alter the Leased Premises without prior written consent of the SFSS and SFU.
- c. Alterations of the Leased Premises will require submitting a proposal of work to the SFSS that lays out
  - i. Plans and drawings by a qualified architect or engineer conforming to good architectural and engineering practices.
- d. Costs will be borne by SFPIRG unless a cost sharing proposal was agreed upon by SFSS.

# 9. AMENDMENT BY CONSENT

a. This Agreement may be amended only by mutual consent of the parties.

# 10. TERM AND TERMINATION

- a. The commencement date for this lease shall start on the day both parties sign the agreement, and shall continue for the duration of the term as defined in the Head Lease minus one day
- b. This agreement shall automatically renew on the same terms and conditions and will mirror the renewal periods of the Head Lease unless either SFSS or SFPIRG gives to the other party, no less than six months written notice of its intention to terminate this agreement.
- c. This agreement may be terminated through the following ways:
  - i. By mutual agreement of SFPIRG and SFSS;
  - ii. In the event of the dissolution of either SFSS or SFPIRG being approved by its members;
  - iii. SFSS is no longer the leaseholder of the Building;
  - iv. By the SFPIRG with 120 days written notice in the event that they have found alternative space;
  - v. By SFSS, if SFPIRG commits a serious breach of this Agreement and fails to (a) correct such breach within 30 days of receipt of written notification thereof or (b) fails to start correcting such breach within 30 days of receipt of written notification thereof or fails to diligently correct such breach within a reasonable time period, if the breach is of a nature that can't be reasonably corrected within 30 days;
  - vi. By SFPIRG, if SFSS commits a serious breach of this Agreement and fails to (a) correct such breach within 30 days of receipt of written

notification thereof or (b) fails to start correcting such breach within 30 days of receipt of written notification thereof or fails to diligently correct such breach within a reasonable time period, if the breach is of a nature that can't be reasonably corrected within 30 days;

- vii. By either SFSS or SFPIRG through an ordinary resolution by a duly held referendum following the organization's relevant bylaws, policies, and regulations, provided that:
  - 1. A previous duly held referendum resulted in the SFSS or SFPIRG no longer being student-funded;
  - 2. A dispute resolution process as laid out in article 11 including arbitration must be exhausted first prior to bringing this to referendum;
  - The SFSS or SFPIRG must be notified at least 60 days in advance if the other party intends to bring this ordinary resolution to referendum;
  - 4. The referendum question must be a simple yes or no question as laid out in Schedule D; and
  - 5. The SFSS and SFPIRG are allowed to campaign for or against the ordinary resolution as is appropriate.

# 11. DISPUTE RESOLUTION

- a. If a dispute arises between the parties in relation to this Agreement, or out of this Agreement, the parties agree that the following dispute resolution process must be used:
  - i. A meeting must be held between the parties within two weeks of receiving a dispute, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
  - ii. If, within thirty days after such meeting, or such further period agreed to by the parties in writing, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to submit the dispute to mediation.
  - iii. The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven days after the end of the negotiation period referred to in paragraph (ii), the parties must apply to the Mediate BC Society (formerly known as British Columbia Mediator Roster Society), or such other organization or person agreed to by the parties in writing, which will, within seven days of the application, appoint a mediator taking into account:
    - 1. the need for the mediator to be neutral and independent,
    - 2. the qualifications of the mediator,
    - 3. the mediator's fees,
    - 4. the mediator's availability, and

- 5. any other consideration likely to result in the selection of an impartial, competent and effective mediator.
- iv. The parties agree to participate in good faith in a mediation session which must occur within 30 days after the appointment of the mediator, or such further period agreed to by the parties in writing.
- v. The parties agree that the mediation will be conducted in accordance with the rules of the Mediate BC Society.
- vi. If the parties are unable to resolve all issues in dispute in the mediation, the parties agree that the remaining issues in dispute must be determined by arbitration under the Arbitration Act, S.B.C. 2020, c. 2. The parties agree that the decision of the arbitrator will be final and binding and will not be subject to appeal on a question of fact, law or mixed fact and law.
- vii. The parties agree to share equally the costs of the mediation and arbitration, which will not include costs incurred by a party for representation by counsel.

The parties hereto have signed this agreement with effect as of the date set out above:

#### SFPIRG

Title:

Susan Chur

Title:

#### Simon Fraser Student Society

<u>Corbett</u> Gildersleve

Title:

OM/

Title:

# Schedule A - Leased Premise

Room Number	SFPIRG	Square Meter	Square Feet
1410	OPEN SPACE 1	47.9	516.0
1411	OPEN SPACE 2	38.8	417.6
1412	OFFICE 1	12.7	136.3
1414	OFFICE 2	12.6	135.7
1416	OFFICE 3	12.6	135.9
	Total	124.6	1341.6

# LEVEL 1000 PLAN



# Schedule B - Operating Costs

Tenants Proportionate Share of Operating Costs

- Building Costs as defined in Article 17.1.e in the Head Lease with can include but in not limited to
  - Utilities
    - Gas
    - Heat
    - Electricity
    - Other Fuel
    - Water
    - Sewer
    - Telephone
    - Other Utilities Consumed on the Premises
  - Property Taxes
  - GST
  - Janitorial Services
  - Security Services
  - Maintenance and Repair Costs

Schedule C - Services, Joint Program, and/or Initiatives Letter of Agreement(s)

# Schedule D - Termination Referendum Language

Do you agree to terminate the SUB sublease agreement between the SFSS and SFPIRG?

yes/no

Schedule E - Agreement Amendment History

# Letter of Agreement concerning:

# Simon Fraser Student Society and The First Nations Student Association

#### 1) **Purpose**

i) The SFSS and the FNSA enter the Letter of Agreement to ensure the autonomous operation of the FNSA with regard to their cultural and organizational distinctiveness.

ii) This agreement will serve as an interim administrative structure for the distribution of funds allocated for the benefit and use of the FNSA resulting from the SFSS referendum of March, 2002 as well as the referendum of March, 2005.

iii) This agreement will also act to bridge the value systems of the two organizations and act to maintain legal and fiscal responsibility by the SFSS for any and all Simon Fraser University Student fees collected for the sole benefit of the FNSA.

#### 2) **Definitions**

For the purposes of this Letter of Agreement, the following definitions shall apply:

LOA means Letter of Agreement;

SFSS means Simon Fraser Student Society;

FNSA means First Nations Student Association;

SFU means Simon Fraser University;

Financial Account means federally insured financial institution account;

Dissolution means nine (9) consecutive semesters without financial activity or FNSA Council meetings.

Independent Student Society means a nonprofit organization that has SFU undergraduate students as members and board members. Examples include SFPIRG, CJSF, and Embark Sustainability Society.

#### 3) Financial Duties and Responsibilities of Parties

i) The SFSS acknowledges that the results of the March 2002 referendum are binding and all funds collected for the benefit of FNSA shall be held in trust in an independent financial account. ii) The SFSS acknowledges the results of the March 2005 referendum results that reaffirmed support of students for funding the FNSA and to allocate space for the FNSA center. The SFSS shall provide space to the FNSA for the FNSA up until and unless the SFSS membership votes that the FNSA not be allocated a space by the SFSS. As long as the SFSS leases the new Student Union Building, the FNSA shall be allocated a suite for their center for a length of time as long as the Student Union Building is leased to the SFSS by SFU via the SUB Head Lease agreement. In the event of the end of the term of the SUB or the early termination of the SFU-SFSS Head lease agreement for the SUB, the SFSS shall continue to allocate and provide FNSA space for their center in another SFSS-leased space.

iii) Any and all administrative expenses applied against the FNSA financial account shall be calculated separately from the SFSS budget and any surplus funds shall be carried forward to subsequent years for the exclusive use and benefit of the FNSA.

iv) The FNSA shall access their funds by check requisition through the SFSS general office and any such requisition shall include the meeting minutes approving expenditure; and all receipts and invoices ; and the signature of two FNSA Council members.

v) Notwithstanding that the SFSS Board is ultimately accountable and responsible to its membership for the fees collected on behalf of the FNSA, the FNSA shall retain the exclusive right to submit the draft of the FNSA annual budget. THe FNSA annual budget shall be approved by the SFSS and is subject to revision only in the event of perceived liability to the SFSS. Where no budget is submitted by the FNSA Council, the previous year's budgetary allocation shall be used as the draft budget for the current year.

vi) The FNSA shall present an updated FNSA Council member list to the Finance Office within twenty-eight (28) days following their May elections of each year. Failure to provide any FNSA Council member list may result in the suspension of further check requisition processing until such time as the FNSA Council list is provided.

vii) The parties recognize and acknowledge that FNSA financial activities shall be audited as part of the SFSS annual audit. All records shall remain in the files of the SFSS Finance Office, however, the FNSA shall have access to any and all files pertaining to their financial activities upon written request. Requests must be granted within five (5) business days.

viii) The newly elected Council members of the FNSA shall ratify this agreement within twenty-eight (28) business days of the annual election for the rights to have continuous access to the FNSA financial account and cheque requisition processing.

ix) Failure of the newly elected Council members of the FNSA to ratify this agreement within twenty-eight (28) business days of the annual election, may result in a temporary suspension of FNSA access to the FNSA financial account and further cheque requisitions processing, until such a time that the newly elected Council of FNSA ratify this agreement.

x) The FNSA shall be allocated space in the New Student Union Building and

#### 4) FNSA Employees

i) The parties recognize and acknowledge that the SFSS Board is the employee of any staff hire for the FNSA Any such shall be members of CUPE local 3338 - the SFSS bargaining unit, or the union representing employees of the SFSS, and that employee shall enter into one of the existing job classifications.

ii) Any hiring committees regarding FNSA staff positions shall have FNSA Council members as employer representatives.

iii) Any HR matters regarding FNSA staff can be brought to SFSS president and/ or HR and Personnel Committee, if existing or equivalent

#### 5) **Constitutional Conflict**

i) The parties acknowledge and recognize that the FNSA conducts its affairs according to its independent constitutional provisions and mandate. In the event of conflict between the SFSS and FNSA constitutions, the SFSS constitution and bylaws shall prevail.

#### 6) **Dissolution**

i) In the event of the FNSA dissolution, all non-donated assets in possession of the FNSA shall be held, in secure care, for three (3) years under the direction of the SFSS Board. After the expiry of the three (3) year period, the SFSS Board shall seek redirection of the assets by SFSS referendum.

ii) Any and all assets acquired by the FNSA through donation by third parties shall be donated to the Musqueam, Squamish and Tsleil-Waututh nations.

#### 7) Review

i) Both parties will meet to review this document every five years after the date this agreement has been signed.

#### 8) Amendments

i) Both parties must agree to the amendment

ii) Amendments must be approved by both the SFSS and the FNSA general meetings

iii) No amendments are possible within the first two years after the date this agreement has been signed.

#### 9) Termination of Agreement

i) This agreement shall remain in effect indefinitely, subject only to the following conditions:

- a) funding for the continued operation of the FNSA ceases to continue, and/or
- b) both parties agree to terminate the LOA.
- c) the FNSA becomes an autonomous society or an incorporated society.

ii) In the event that any of the above three (3) conditions occur, this LOA shall lapse and be considered terminated.

#### 10) **INCORPORATED SOCIETY**

i) In the event that FNSA incorporates under the Societies Act of BC, the SFSS and FNSA shall enter into an agreement whereby the SFSS subleases their space to FNSA under the same terms and conditions provided to other independent student societies currently housed in the SUB.

Dated this \_\_\_\_\_\_ day of \_\_\_\_ November, 2020

Signature of FNSA Council Member

Kalı Strerle

Kali Stierle

Signed for the SFSS Board of Directors

Osob Mohamed, President

# Letter of Agreement concerning:

# Simon Fraser Student Society (SFSS)

and

### SFU Students of Caribbean and African Ancestry (SOCA)

#### 1) **PURPOSE**

i) The SFSS and the SOCA enter this Letter of Agreement to outline the institutional relationship between SFSS and SOCA, as well as, this agreement outlines the terms and conditions as it relates to the allocation of organizational space for SOCA in the New Student Union Building.

ii) This agreement will also outline the administrative structure and the terms for the operation of a Black Student Support Office within the SOCA organizational space which may be supported by Black Student Support staff hired by the SFSS. This agreement shall outline the terms if such a staff is employed at the SFSS. This agreement shall outline the manner in which the SOCA executive will guide this administration of this office. This agreement shall outline the usage of one of the offices housed within the allocated SOCA space to house the Black Student Support Staff person in order for the functioning of the Black Student Support Office.

iii) This agreement will outline the shared intention of SFSS and SOCA to have a continuing funding allocated to SOCA through the establishment of a Black Student Support Levy established via a referendum of the Society. This agreement shall outline the terms and the duties and responsibilities surrounding the usage and allocation of such a levy.

#### 2) **DEFINITIONS**

For the purposes of this Letter of Agreement, the following definitions shall apply:

LOA means Letter of Agreement;

SFSS means Simon Fraser Student Society;

SOCA means SFU Students of Caribbean and African Ancestry;

SFU means Simon Fraser University;

SUB means Student Union Building;

Financial Account means federally insured financial institution account;

Dissolution means twelve (12) consecutive semesters without financial activity or SOCA meetings.

#### 3) INSTITUTIONAL RELATIONSHIP

i) Simon Fraser Student Society is a Society incorporated under the Societies Act of British Columbia whose purpose is to represent and advocate for the interests of undergraduate students at Simon Fraser University.

ii) SOCA is a constituency group of the Simon Fraser Student Society seeking to initiate and maintain fellowship between students who self-identify as Black or African descent, and allies who are interested in the varied African/Caribbean descendant cultures; promoting and raising awareness of the social, cultural and political issues significant to African and Caribbean descendants. The SFSS shall recognize SOCA as a Black/African descent student advocacy group that seeks to bring issues relevant to the Black community to the SFSS Board of Directors, SFSS Council, SFU Administration and Staff, and the Simon Fraser University community at large.

iii) The SFSS shall ensure meaningful participation of SOCA representatives and continuously inform and engage SOCA with regards to its seat on SFSS Council and any of the SFSS committees that SOCA sits on, including but not limited to the SFSS Black, Indigenous, and People of Colour (BIPOC) Committee.

iv) The SFSS shall ensure that Black students are meaningfully consulted, and shall engage SOCA in the establishment of new programmes or services, actions, activities, or services that might have an impact, positive or negative, on the Black student experience on the SFU campus.

v) In the absence of a levy to support the activities of SOCA, SOCA shall abide by the policies of the Society as it relates to the grant funding as a constituency group.

vi) The change of name of any of the parties of this agreement does not nullify the terms of this agreement. In the event of said name change of either party, the references to the name in this agreement shall be automatically changed to the new or derivative name of that party to this agreement and shall refer to the same organization forthwith.

#### 4) SPACE ALLOCATION IN THE SUB

#### Organizational Suite Space Allocation

i) The SFSS shall allow SOCA the sole use and occupation of the organizational suite space #4 being rooms 1430, 1432 and 1434 in the Student Union Building at the Simon Fraser University.

ii) The SOCA shall not be evicted from its space unless it is provided with a reasonable alternative space equivalent size and condition suitable to operate.

iii) SOCA agrees to maintain its space in accordance with University requirements and shall not significantly modify its space without written consent of the SFSS.

iv) The SFSS shall give SOCA ninety (90) days written notice of any proposed change in SOCA's office space.

#### Term of Space Allocation

ii) The term of the allocation of space in the Student Union Building is aligned with the head lease with SFU, being for 50 years after the opening date of SUB. After these initial 50 years, the SFSS shall grant to SOCA a renewal of the allocation of space in the Student Union Building for two consecutive renewal periods of 10 years each provided the SFSS-SFU head lease is renewed for these periods. In the event of early termination, or the completed term of the Head lease between SFSS and SFU for the SUB, SOCA shall be allocated space in another SFSS-leased space.

#### Rent and Operating Cost

ii) SOCA shall be provided space free of any and all charges of rent or operating costs. All operating costs to house SOCA will be covered in full by the SFSS.

#### Access to space

iii) SOCA shall be entitled to access as long as it is safe to do so, and shall be allocated at least three keys in the event of key space, or given the access code for the Executives of SOCA to access. SOCA Executives may distribute access amongst its membership within its own policies and directives and shall be liable to pay for lost keys.

#### 5) BLACK STUDENT SUPPORT LEVY

i) As long as a referendum of the Society passes to establish a Black Student Support Fund and as long as it continues to take effect, there will be duties and responsibilities of the parties that govern the usage and allocation of the Black Student Support Fund Levy:

a) The SFSS shall acknowledge the result of such a referendum and agrees that such a referendum is binding and all funds collected is for the benefit of SOCA and shall be held in trust in an independent financial account at the SFSS.

b) The SFSS and SOCA shall act to bridge the value systems of the two parties and act to maintain legal and fiscal responsibility by the SFSS for any and all Simon Fraser University Student fees collected from SFSS membership by the SFSS for the sole benefit of SOCA.

c) Any and all administrative expenses applied against the financial account shall be calculated separately from the SFSS budget and any surplus funds shall be carried forward to subsequent years for the exclusive use and benefit of the SOCA.

d) SOCA shall access their funds by check requisition through the SFSS general office and any such requisition shall include the meeting minutes approving
expenditure; and all receipts and invoices ; and the signature of two of the members of the SOCA Executives.

e) SOCA agrees to incur the cost of payroll associated with SOCA employees through an administrative fee of \$10.00 per cheque issued every pay period.

f) Notwithstanding that the SFSS Board is ultimately accountable and responsible to its membership for the fees collected on behalf of the SOCA, SOCA shall retain the exclusive right to submit the draft of SOCA's annual budget. SOCA's annual budget shall be approved by the SFSS and is subject to revision only in the event of perceived liability to the SFSS. Where no budget is submitted by the SOCA Executive or membership, the previous year's budgetary allocation shall be used as the draft budget.

g) SOCA shall present an updated SOCA Executive list to the Finance Office within twenty-eight (28) days following their Spring elections of each year. Failure to provide any SOCA Executive list may result in the suspension of further check requisition processing until such time as the SOCA Executive list is provided.

h) The parties recognize and acknowledge that SOCA financial activities shall be audited as part of the SFSS annual audit. All records shall remain in the files of the SFSS Finance Office, however, SOCA shall have access to any and all files pertaining to their financial activities upon request in writing or email. Requests must be granted within five (5) business days.

ii) The newly elected Executive members of the SOCA shall ratify this agreement within twenty-eight (28) business days of the annual election for the rights to have continuous access to the SOCA financial account and cheque requisition processing.

iii) Failure of the newly elected Council members of the SOCA to ratify this agreement within twenty-eight (28) business days of the annual election, may result in a temporary suspension of SOCA access to the SOCA financial account and further cheque requisitions processing, until such a time that the newly elected Council of SOCA ratify this agreement.

#### 6) BLACK STUDENT SUPPORT STAFF

i) The parties shall strive to the creation and hiring of a Black Student Support Staff to support members of SOCA and Black student members of the SFSS through a Black Student Support Office that will be housed in one of the offices of the SOCA Organizational suite. The Black Student Support Office shall offer services and resources to Black student SFSS members on campus, as well as for support for the advocacy efforts of SOCA as the constituency group that raises issues relevant to the Black Community on campus.

ii) This office shall be to support Black student SFSS members and the services and resources of the office shall be governed independently from the SFSS Board and guided by the Executives of SOCA.

iii) The parties recognize and acknowledge that the SFSS Board is the employer of any staff hired for a Black Student Support Office. Any staff hired shall be members of CUPE local 3338 - the SFSS bargaining unit, or the union representing employees of the SFSS, and that employee shall enter into one of the existing job classifications.

iv) The SFSS shall not negatively discipline any Black Student Support staff member for any social or academic advocacy positions taken by the SOCA Executives or SOCA membership. SOCA and the Black Student Support Staff hired shall be separate and distinct, however, SOCA shall serve as the body that guides the types of services and resources, and advocacy support that comes out of that office. This shall not preclude SOCA from engaging in collective action, and engaging in social or academic advocacy as the SOCA membership and Executives sees fit. The Staff person shall prepare an annual report for inclusion in the SFSS Annual Report.

ii) Any hiring committees regarding Black Student Support staff positions shall have SOCA Executive members as employer representatives.

iiii) Any and all expenses incurred in connection with the employment of SOCA staff, including all costs arising from, or in connection with the termination of SOCA staff remain the sole responsibility of the SFSS, unless SOCA has a Black Student Support levy disbursed to SOCA where these employment related costs shall instead be incurred by SOCA, or otherwise determined to be jointly incurred between the SFSS and SOCA on mutually agreed upon terms, or, otherwise mutually determined to be incurred solely by the SFSS.

#### 7) CONSTITUTIONAL CONFLICT

i) The parties acknowledge and recognize that SOCA conducts its affairs according to its own constitutional provisions and mandate. In the event of conflict between the SFSS and SOCA's constitutional provisions, the SFSS constitutional provisions shall take precedence.

ii) In the event of a conflict of this agreement with the constitutional provisions of the SFSS, constitutional provisions of the SFSS shall take precedence over this agreement. For the purposes of this agreement, as long as this said agreement is in effect, this letter of agreement takes precedence over any other motion or policy of the SFSS that is passed by the SFSS Board of Directors.

#### 8) **DISSOLUTION**

i) In the event of SOCA dissolution, all non-donated assets in possession of SOCA shall be held, in secure trust, for three (3) years under the direction of the SFSS Board. After the expiry of the three (3) year period, the SFSS Board shall entertain applications and seek redirection of the assets to other organized Black student groups to succeed SOCA in the enjoyment of the assets held by them in exchange for re-establishing a Black student constituency group with the stated objectives of SOCA and shall be redirected by a referendum of the SFSS membership. ii) Any and all assets acquired by SOCA through donation by third parties shall be donated to the Tsleil-Waututh First Nation.

#### 9) AMENDABLE BY CONSENT

i) During the life of this agreement, any of the individual terms of this agreement may be altered or amended only by mutual consent of the parties.

#### 10) **TERMINATION OF THE AGREEMENT**

i) This agreement shall remain in effect indefinitely, subject only to the following conditions:

- a) both parties mutually agree to terminate the LOA,
- b) SOCA becomes an incorporated society under the Societies Act of BC and
- c) SOCA dissolves.

ii) In the event that any of the above three (3) conditions occur, this LOA shall lapse and be considered terminated.

#### 11) **INCORPORATED SOCIETY**

i) In the event that SOCA incorporates under the Societies Act of BC, the SFSS and SOCA shall enter into an agreement whereby the SFSS subleases their space to SOCA under the same terms and conditions provided to other independent student societies currently housed in the SUB.

Dated this	_ day of	December, 2020
Signed for SOCA		Signed for the SFSS
		Corbett Gildersleve, VP Finance



Jennifer Chou | VP Student Life Board of Directors Maggie Benston Centre 2220 Simon Fraser University 8888 University Drive Burnaby, BC V5A 1S6

sfss.ca

vpstudentlife@sfss.ca 604-653-8041

#### SFSS and SFU Esports Memorandum of Understanding Briefing Note

#### Background

In September 2020, <u>SFU Esports presented a proposal</u> for the Student Union Building's Gamer's Lounge.

During this presentation, SFU Esports addressed <u>some of the questions that Board</u> <u>members had</u>. It was decided that a working group would work on a Memorandum of Understanding (MOU) regarding the Gamer's Lounge space usage.

In December 2020, the SFSS Board had a motion to accept the <u>Memory Express</u> proposal to support the SFSS financially with a \$0 lease of 15 PCs worth \$33,000. After these two years, we had talked about SFSS funding equipment in the lounge.

Earlier this month, at the <u>April 9 SFSS Board meeting</u>, we discussed the MOU with Esports. It was decided that we would have the MOU reviewed by lawyers before signing onto it. We would also add to the inclusivity and safety guidelines in the appendix.

Throughout the month of April, the MOU has been reviewed multiple times by multiple people: SFSS Board members, SUB Manager - John, and our lawyer.

You can find the draft of the MOU here (including comments to give context): https://docs.google.com/document/d/1BnMOxWP0t7jMwAXbWzalv3tbKfXR4AsWwXpt0 BIYryk/edit?usp=sharing

#### Motion

Whereas SFU Esports has worked with and presented their proposal for the SUB Gamer's Lounge,

Whereas SFSS and SFU Esports have drafted a Memorandum of Understanding regarding the responsibilities of operating in the SUB Gamer's Lounge, Be it resolved



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that the SFSS approves that SFU Esports operates the SUB Gamer's Lounge. Be it further resolved that the SFSS approves the Memorandum of Understanding between SFSS and SFU Esports.

Be it further resolved to authorize the President and VP Finance to sign onto the Memorandum of Understanding between SFSS and SFU Esports on behalf of the SFSS.

Be it further resolved to task the VP Finance with working with SFU Esports to develop a budget for the lounge.

# SFSS and SFU Esports Association Memorandum Of Understanding

## Summary

This Memorandum of Understanding ("MOU") between the Simon Fraser Student Society (SFSS) and SFU Esports Association is to establish mutual understanding regarding use and governance of the Gamer's Lounge (Room 2400, see floor plan at Appendix A) in the new Student Union Building (SUB). This agreement formalizes each party's responsibilities.

This agreement includes an annual review process and an opportunity to make adjustments accordingly. Changes to this agreement must be approved by both parties.

# Participants

Simon Fraser Student Society (SFSS) SFU Esports Association

# **Review period**

This agreement shall be in effect for one year and be reviewed at the sixth and twelfth month mark. If both parties are agreeable, this agreement shall continue to be in effect for the next two years, with opportunities to review and make amendments to the agreement at six-month increments.

# Simon Fraser Student Society Responsibilities

SFSS has the following commitments per this MOU:

- Maintain the Gamer's Lounge space, including routine custodial. SFSS will liaise with other groups regarding space maintenance if required, including liaising with SFU Facilities regarding custodial requirements.
- Handle any staffing costs, within reason, related to the maintenance, security, and support of the Gamer's Lounge space.
- Be responsible for the maintenance of the building's infrastructure (including but not limited to lights and fixtures), and liaise with SFU Facilities if needed.
- Be responsible for paying for and coordinating upgrades to the Gamer's Lounge space within reason, liaising with other groups if required.

- If SFU Esports Association requests upgrades to Gamer's Lounge, those requests must be in writing to SFSS Council and include a rationale, budget, and any additional information requested by the SFSS.
- Provide the necessary security measures.
- Be responsible for equipment costs for the Gamer's Lounge that are not covered by external parties that sponsor products or services.
- Respond to any Gamer's Lounge space booking requests, and inform SFU Esports Association of space booking details such as the date the space will be used. This will prevent double booking and conflicting events.
- Issue final approval and sign on to legal contracts relating to the Gamer's Lounge space and its usage solicited by SFU Esports, which approval shall not be unreasonably withheld.
- Approve any monetization of the Gamer's Lounge space solicited by SFU Esports, which approval shall not be unreasonably withheld.
- Oversee and manage the use of the Gamer's Lounge by groups other than SFU Esports. Such oversight will typically be coordinated by the SFSS Oversight Committee on Society Spaces.
- Periodically review the inclusivity and safety of the Gamer's Lounge space and make improvements to policies and practices to ensure the space is safe, inclusive, and anti-oppressive. Any such review shall include consultation with any relevant groups, including but not limited to the SFSS Accessibility Committee, the SFSS BIPOC Committee, marginalized communities, and/or relevant Constituency Groups at SFU.
- Reasonably restrict access to the Gamer's Lounge space for the purpose of SFSS operational needs.

# SFU Esports Association Responsibilities

SFU Esports Association has the following commitments per this Memorandum of Understanding:

- Communicate equipment upgrading costs with the SFSS.
- Review equipment in the Gamer's Lounge space every year.
- Communicate any sponsorships, contracts, and agreements regarding the Gamer's Lounge space with the SFSS prior to entering into any final agreements to provide the SFSS with the opportunity to approve and sign any such contracts.
- Work and communicate with the SFSS and any staff members tasked with operating the Gamer's Lounge space regarding regular use of the space.
- Provide staff or volunteers to manage and supervise the Gamer's Lounge. This provision is subject to review, and the SFSS may, in its sole discretion, decide to provide SFSS staff to manage and supervise the Gamer's Lounge. SFU Esports Executives who manage the Gamer's Lounge must attend mandatory training

sessions as determined by the SFSS each year before managing the Gamer's Lounge.

- Ensure representatives of SFU Esports Association adhere to inclusivity and safety guidelines (Appendix B), which shall be posted visibly in the Gamer's Lounge space for users of the space to adhere to.
- Report any incidents in the space or maintenance issues to the SFSS President without delay.
- Average an estimated 15 hours of exclusive space usage per week, to ensure students outside of SFU Esports are permitted adequate access to the space.
- Make proposals and requests relating to space changes and upgrades in writing to SFSS Council. All proposals and requests should include a rationale, budget, and any additional information requested by the SFSS.
- Ensure activities in the Gamer's Lounge align with SFSS policies, including but not limited to the SFSS Issues Policies.

## Breach of space protocols

If any party neglects their responsibilities, the other party has the right to call a meeting to discuss the issue ("First Meeting").

If the parties cannot reach a mutual agreement to resolve the issue at the First Meeting, then the SFSS may temporarily suspend SFU Esports Association's access to the Gamer's Lounge. Further, the parties may, by mutual agreement, form a joint ad hoc committee to attempt to resolve any issues surrounding breach of space protocols.

If the parties do not agree to the creation of an ad hoc committee, or the ad hoc committee is unable to reach a resolution, then the SFSS Oversight Committee on Society Spaces shall undertake an investigation with the members involved and determine what remedies or corrective actions are necessary to resolve the issues.

The parties may enter into an inclusivity and complaints policy that is in addition to and in line with this MOU and the Inclusivity and Safety Guidelines to inform the resolution of complaints with respect to breaches of the inclusivity and safety guidelines attached hereto as Appendix B. Any such policy must be in writing and agreed to by both parties.

## Amendment process

Amendments to this Memorandum of Understanding must be agreed upon by both parties via signed approval by representatives of each party.

# Termination

This agreement shall remain in effect indefinitely, subject to the following conditions:

- Either party chooses to terminate after the sixth-month or twelve-month review after the agreement has been signed
- Both parties mutually agree to terminate the agreement
- SFU Esports becomes a club under SFU Athletics, in which case another MOU may be negotiated
- SFU Esports dissolves
- SFSS no longer leases the SUB
- SFSS dissolves and has no successor

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021

Osob Mohamed SFSS President

Derian Chow SFU Esports Vice-President External

Corbett Gildersleve SFSS Vice-President Finance

# Appendices

# Appendix A: Floor plan

Individual room floor plan







Individual room: power



### Full floor plans



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# Appendix B: Inclusivity and Safety Guidelines

All students using the Gamer's Lounge must abide by <u>SFU's Student Conduct Policy</u> and <u>SFU's Sexual Violence and Misconduct Prevention</u>, Education and Support Policy.

Bigotry, including but not limited to discrimination or hate speech based on race, gender, sexuality, religion, disability, or any other attacks on one's personhood, will not be tolerated.

Threatening behaviour or harassment of any kind will not be tolerated.

Please be mindful of avoiding microaggressions, which are the everyday, subtle, intentional — or oftentimes unintentional — interactions or behaviors that communicate some sort of bias against historically marginalized groups. Do not put marginalized people (such as Black, Indigenous and People of Colour, disabled students, LGBTQI2-S people, etc) in the position of having to explain or defend their marginalization and oppression. If you do not know about a topic, research it. Definitions for possible research topics for self-education and allyship are outlined below, so that users of the Gamer's Lounge space will have a shared understanding of how to make this space accessible and inclusive for everyone. These definitions outlined below also provide a baseline for further learning. Students can learn more by referring to the *SFSS Issues Policies* found on the SFSS' approach to equity and social justice.

Sustained effort should be made to encourage underrepresented and marginalized communities to use the Gamer's Lounge, including but not limited to hosting and encouraging special events in partnership with marginalized community groups, hosting and encouraging events aimed at the increased participation of members of marginalized communities, and providing accommodations so that the Gamer's Lounge space can be safe and accessible to everyone.

#### Code of Conduct

Behaviour: language

- No usage of slurs or offensive language
- No personal attacks, insults, or defamation of character
- No lewd jokes or other jokes and harmful comments about sensitive topics (i.e minimizing the role and history of oppression and harm against marginalized communities)
- No hate speech, or speech aimed at denigrating a group of individuals

- No physical violence or verbal harassment
- No sexual harassment (including making inappropriate comments)

#### Safety

- If someone violates a part of these guidelines or is disruptive, or a user of the space believes that someone else is breaching the Inclusivity and Safety Guidelines, the issue should be reported to and dealt with by the person supervising the Gamer's Lounge. That person must intervene and issue a warning depending on the severity of the situation. This incident must also be reported to the SFSS President without delay. If the issue is not resolved following the initial warning, then:
  - After two warnings, the perpetrator will be asked to leave
  - If the person does not leave, the perpetrator's computer (if using one) will be shut off
  - Depending on the severity of the situation, the SFSS may, in its sole discretion, temporarily suspend use of the space
  - Depending on the severity of the situation, the SFSS and the Esports Association may, by mutual agreement, ban the perpetrator from using the Gamer's Lounge space in the future
- In the event the matter is not resolved by way of this process, either the SFSS or the Esports Association may invoke the "Breach of Space Protocols" provisions of this MOU.
- If a user of the space believes that the member tasked with maintaining and supervising the Gamer's Lounge space has not dealt with a situation in line with the Safety and Inclusivity Guidelines appropriately, the issue should be reported to the SFSS President, and shall be resolved in accordance with the "Breach of space protocols" provisions of this MOU.

#### **Topic Definitions for Research and Self-Learning**

**Marginalized communities** includes communities that have historically been marginalized economically, socially, and politically, including, but not limited to, Black Indigenous and People Of Colour, low-income individuals, individuals with low socioeconomic status, immigrants, sex workers, LGBTQIA2S+ communities, youth and the elderly, people with disabilities, individuals with mental health exceptionalities, and individuals with drug addictions.

**BIPOC** is defined as Black, Indigenous, People of Colour. This is an acronym that makes the distinction of racialized folks who face disproportionately more barriers than other groups due to intersecting forms of systemic oppression, colonization, racism, capitalism, dispossession, and more.

**Racism** is defined as systemic and individual discrimination through the institutional policies and practices of society that have inherently created disadvantages to Black, Indigenous, and People of Colour. Racialized refers to anyone who experiences racism because of their race, skin colour, ethnic background, accent or culture. Racism involves groups of power shaping the cultural beliefs and values that support racist policies and practices.

**Ableism** is defined as "a form of systemic oppression that places value on people's bodies and minds based on societally constructed ideas of normalcy, intelligence, excellence and productivity. Ableism is hostile towards people with disabilities, and is deeply rooted in anti-Blackness, eugenics, colonialism and capitalism. You do not have to be disabled to experience ableism." (Lewis et al., 2020)

**Anti-racism** is structured around conscious efforts and deliberate actions to provide equitable opportunities for all people on an individual and systemic level.

**Equitable treatment**, or **equity** is defined as fair treatment, access, and opportunity that acknowledges diversity and eliminates barriers that prevent certain groups from being included or being able to participate.

**Diversity** is defined as recognizing that each individual is unique and has differences in their identity. Diversity includes visible and non-visible attributes, including but not limited to: disability, race, culture, gender, age, religion, sexual orientation, socioeconomic status, education level, marital status, language, and physical appearance.

**Inclusion** is defined as the practice or policy of providing access to opportunities and resources for people who may otherwise be excluded or marginalized.

**Anti-oppression** is defined as an approach to ending systemic oppression that focuses on removing barriers, structures and systems that oppress people on the basis of race, gender, class, ability, sexuality, and other identity characteristics.

**Anti-essentialism** is defined as an approach to viewing people and society that believes that traits and characteristics are not "ingrained" or "natural". Anti-essentialism tends to address issues based on the reality of people's experiences, rather than making overarching arguments about certain groups of people. It is inherently opposed to gender essentialism, "race science", and eugenics.

**Oppression** is defined as when a dominant group, whether knowingly or unknowingly, abuses a marginalized group. This pervasive system is rooted historically and maintained through individual and institutional/systematic discrimination, personal bias, bigotry, and social prejudice, resulting in a condition of privilege for the dominant group

at the expense of the marginalized group. Various societal institutions such as culture, government, education, and more are all complicit in the oppression of marginalized groups while elevating dominant social groups.

**Patriarchy** is defined as a social system in which men hold the majority of power and authority in political leadership, institutions and society, and reproduce the domination and oppression of women.

**White supremacy** is defined as the belief that white people are superior to Black, Indigenous, and People of Color (BIPOC) and supports the cultural, political, and economic domination of BIPOC folks.

**Accommodations** are modifications made to a place, system, or service so that it can be accessed by a person facing barriers. SFSS groups must make themselves available for a person facing barriers to disclose their needs and seek accommodation.

**Barrier** is defined as anything that prevents a person from fully participating in a particular environment or service because of barriers or structural oppression (ableism, racism, etc.) Barriers can be physical, architectural, communications-based, attitudinal, technological, a policy, or practice.

**Intersectionality** is defined as a lens for examining how different forms of marginalization interact with one another and exacerbate each other. Intersectionality focuses on the experiences of those who are marginalized by multiple systems of power, and resists the notion that all forms of inequality happen independent of each other. It was coined by Kimberlé Crenshaw as a legal term focused on the experiences of Black women.

**Universal Design** is a design that works for everyone. Includes the expansion of current design parameters to be inclusive of a broader range of users, regardless of their disability, age, size, living situation or identity. Universal design puts the onus on the group offering the service, rather than the person with the disability.

# **Campaigns and Mobilization Coordinator**

April 30, 2021

Prepared by: At-Large Balqees Jama and President Osob Mohamed (*HR and Personnel Committee Members*)

Prepared for: SFSS Board of Directors

#### ISSUE

The SFSS has a vacancy for the previous *Campaigns, Research and Policy Coordinator* role. Previously that position has been too vast for one person due to the demands of the policy research part of the role.

#### BACKGROUND

We need a staff position dedicated to overseeing campaigns strategizing and implementing, and another person to focus on conducting in depth research on policies, history, and structures.

#### **CURRENT STATUS**

The new *Policy, Research and Community Affairs* position is already approved by the SFSS Board. The job posting and further hiring process is underway.

#### RECOMMENDATION

- Establish a Campaigns and Mobilization Coordinator (CAMC)
- Approve the job description as outlined in the document titled *Draft Job Description Campaigns and Mobilization Coordinator*
- Strike the CAMC hiring committee
- Approve motion as listed below
- Follow this approximate timeline for the hiring process

Dates	Steps in Campaigns and Mobilization Coordinator Hiring Process
April 30	SFSS strikes the hiring committee
May 3	Send JD to Union and invite for employee representatives
May 10	Post job posting online on collage and SFSS website
May 24	Close posting

May 26	Hiring committee meets to review candidates; shortlists 4-6 candidates to interview.
May 26 - May 28	Hiring committee representative reach out to shortlisted candidates to schedule interviews; asks for references
May 31 - June 4	Interviewing period
June 7 - 11	Hiring committee meets to select final candidate;
June 14 - 18	Send job offer after reference check; Campaigns and Mobilization Coordinator hired

#### **RECOMMENDED MOTION**

Whereas the Campaigns, Policy and Research Coordinator position used to be one role to focus on both campaigns as well as policy research and the role has been too vast,

Whereas, it is the intention to split the position to allow for two roles so that there is one staff person focusing on campaigns and mobilization, and another focusing on the policy research and community affairs, the latter of which has already been approved,

Whereas the Campaigns and Mobilization Coordinator will be vital to the campaigns, advocacy, and mobilizing of students on various social justice, academic justice, racial justice, disability justice, climate justice, and equity issues on and off campus that impact students,

Be it resolved that the Board of Directors approve the creation of the Campaigns and Mobilization Coordinator position as outlined in the attached briefing note "BN-2021-04-30 Campaigns and Mobilization Coordinator" to position will work with the Board and staff to develop and implement campaign strategies that align with key advocacy priorities, and approve the accompanying Job Description,

Be it further resolved that the Board of Directors strike the Hiring Committee and appoint the VP Equity and Sustainability 2021/22 - Marie Haddad, and the VP External and Community Affairs 2021/22 - Matt Provost, as employer representatives on the hiring committee,

Be it further resolved that the Board of Directors authorize the Hiring committee to make minor changes as agreed upon as necessary in line with this approved Job description for the Campaigns and Mobilization Coordinator position.

#### **Job Description**

#### SFSS Campaigns and Mobilization Coordinator (CAMC) (Full-Time)

#### JOB SUMMARY

The Simon Fraser Student Society (SFSS) is a not-for-profit organization that represents all Undergraduate Students at the Simon Fraser University (SFU). The SFSS provides to its members a broad range of services, events, and advocacy to empower the diverse student population.

The Campaigns and Mobilization Coordinator (CAMC) position will work with the Board and staff to develop and implement campaign strategies that align with key advocacy priorities. The role will be vital to the campaigns, advocacy, and mobilizing of students on various social justice, academic justice, racial justice, disability justice, climate justice, and equity issues on and off campus that impact students. The role is also tasked with mobilizing and building up a supporter base of student organizing on these issues across the SFSS, as well as tasked with training and supporting student organizing at the local constituency group, department-based and faculty-based student union level.

This is a full-time (up to 35 hours) permanent position and is included in the Canadian Union of Public Employees (CUPE) Local 3338-5 at a wage rate of 26.94 per hour, with additional benefits as defined in the Collective Agreement.

#### **WORKING RELATIONSHIP**

As an employee of the SFSS, the CAMC reports to and takes direction from the Operations Organizer, as well as the President, as Staff Liaison Officers of the Society. The CAMC works closely with the VP Equity and Sustainability, the Executive Committee, the SFSS advocacy-based committees, and other relevant committees, students, and student groups as required.

#### The Simon Fraser Student Society is an equal opportunity employer.

#### **REQUIRED QUALIFICATIONS**

- A post-secondary degree or diploma
- Current knowledge of the socio-political, economic, and academic issues facing domestic and international students in BC and Canada
- Understanding of the role of student unions, as well as the advocacy and services they provide
- Demonstrated experience in successfully planning, developing, and working on campaigns related to furthering racial justice, equity issues, and social justice
- Successful and demonstrated experience in efficient volunteer building and community mobilizing
- Understanding and continued application of intersectionality and social justice, from an anti-oppression framework
- Ability to take direction and meet tight deadlines in a student-led and student-directed organization. Works well under pressure
- Strong organizational skills with the ability to prioritize multiple projects simultaneously

- Ability to work independently with little to no supervision
- Excellent verbal and written communication skills

#### **GENERAL RESPONSIBILITIES**

- **Campaigns Coordination**: developing, coordinating, and implementing student-driven campaigns relating to education quality, accessibility, environmental sustainability, equity, racial justice, disability justice, climate justice, and social justice
- **Coalition-Building, Social Justice & Solidarity Work**: working with various labor unions, grassroots organizers, activists, allies, events, and community organizations that share common objectives of the social, racial, disability, and climate justice and to build student power; facilitating the flow of information between grassroots organizers and the SFSS Membership and representatives
- Local Student Union and Constituency Group Mobilization and Coordination: supporting campaigns within Faculty Student Unions (FSUs) and Department Student Union Union (DSUs) and Constituency groups (CGs) and within academic departments by providing the necessary resources, support, and information to run effective advocacy, lobbying and campaigns within their respective departments and constituencies
- **Membership Mobilization**: building supporters lists for various SFSS campaigns with tools, such as NewMode, with a focus on organizing and mobilizing members; mobilizing using campaigning methods including but not limited to flyers, information sharing, class talks, petitions, online and social media activism, relational organizing, speeches, occupation of public space, demonstrations, rallies and protests and any direct action as guided by the SFSS
- **Issues Policies Support**: assisting with the development of <u>Issues Policies</u> regarding socio-political, economic, and academic efforts, and advancing the goals outlined in the Issues Policies
- Workshops & Education: assisting and developing workshops and educational efforts with Executives and other student groups on various issues
- **Campaigns History Research:** collecting data on past successful student advocacy efforts, including within SFU and SFSS history, in conjunction with the SFSS Policy Research and Community Affairs coordinator
- **Petitions & Appeals**: understanding the petitions and appeals processes and supporting students when dealing with the University or other institutions
- Equity Services Support and Coordination: supporting and increasing partnerships with equity-based resources and service centres internally and externally, and work in partnerships with SFSS constituency groups and Equity-Based departments at the SFSS in their advocacy

#### **SPECIFIC DUTIES**

- Assist the Executive Committee, the Board, and staff in increasing awareness on historical and current issues affecting post-secondary students through campaigns and programming
- In conjunction with the VP Equity & Sustainability, work to implement an anti-oppression framework to the core of all SFSS programming in the interests of building an inclusive, justice-based, and discrimination-free environment
- In conjunction with the VP Equity & Sustainability, as well as the Executive Committee, prepares and organizes workshops and training for students and student groups that are lobbying and organizing for social justice, academic justice, and equity efforts

- Support and facilitate the development, production, coordination, and monitoring of SFSS campaigns; by keeping track of campaign activities, results and outcomes
- Help guide the creation, advertising, and promotion of campaigns and campaign material through the SFSS Website and other social media platforms, in collaboration with the SFSS Communications department and the Executive, in line with the SFSS mandate
- Book rooms and pick up supplies when requested by the Staff Liaison Officer(s)
- Support as needed in the writing and editing of press releases, briefing notes, lobby documents, campaign documents, and other publications of the SFSS
- Operate in accordance with the SFSS By-laws, Policies, and B.C. Societies Act
- Attend meetings of the SFSS Board of Directors, the Executive Committee, the SFSS advocacy-based committees, and others as necessary.
- Protect the property of SFSS at all times and ensure a collection of campaign materials and archives
- Generally, carry out all other tasks as may be required from time to time

#### ASSETS:

- Ability to work independently or in groups with a firm understanding of student unionism and University student culture
- Ability to approach tasks with an innovative, inspiring, and optimistic mindset on completing goals
- Ability to thrive in a fast-paced and high-pressure environment, adapting rapidly to other functions and priorities as needed
- Open-minded to the ideas suggested by students and staff
- Highly organized and able to meet demands on time
- Excellent organizational and problem-solving skills
- Work is driven, detailed and professional
- Experience working with NewMode, NationBuilder, or other campaign software
- Experience working in solidarity with the advancement of Indigenous sovereignty, Black liberation, and other racial justice and equity efforts typically underrepresented in organizations and society at-large
- Considerable understanding and knowledge of systemic discrimination as it relates to anti-Indigenous racism, anti-Black racism, anti-Asian racism, racism against other racialized communities, classism, ableism, misogyny, transphobia, homophobia, anti-Semitism, Islamophobia, and xenophobia

#### For more information about the SFSS, please visit our website at <u>www.sfss.ca</u>

#### APPLICATION PROCESS

To apply, submit your resume and cover letter on <u>COLLAGE</u>. Acceptable file formats include PDF files only. Only shortlisted candidates will be contacted. Resumes must be received no later than **9:00 a.m. (PST) on May 24th, 2021**. Applicants must be available to work Monday to Friday during regular office hours and a post-secondary degree or diploma is required.

The SFSS is committed to making sustained efforts in recruiting, nominating, and supporting skilled candidates who have a commitment to equity and justice, and we encourage applications from women, Black, Indigenous, and members of racialized communities, persons with disabilities, and members of LGBTQ+, cultural, religious and linguistic communities.



# simon fraser student society

# TMX SURVEY REPORT

## Assessment of the Perspectives of the SFU Community on the Burnaby Mountain Tank Farm





At a Board meeting in fall 2019, the Directors officially recognized a state of climate emergency and called on SFU, other public institutions and government bodies at all levels to take more immediate and impactful actions to address the ongoing climate crisis. Along those lines, the SFSS Board of Directors has been taking public action and advocating against the <u>Trans Mountain Expansion (TMX) project</u> due to its environmental impacts and safety risk to the SFU Community since June of 2020 (as can be seen in this <u>statement</u>).

To continuously move forward with the advocacy campaign, the 2020-2021 Board of Directors conducted a survey with 571 students, from April 12 to April 29, 2021, to assess the SFU community's knowledge of the expansion and its possible threats to safety.



The demographic profile of the TMX Survey respondents consisted of mainly (93.2%) SFU Students but also included a small portion of faculty, staff, alumni, UniverCity Residents and others.



According to the proposal, the transported oil will be stored in a terminal near the Gaglardi Intersection. The proximity of the Burnaby Terminal Tank Farm facility to SFU has raised safety concerns, a matter that more than half (64.1%) of the survey's sample has proved to be aware.



As for the level of concern for the possible risks associated with the TMX, 72.1% of respondents are concerned to some extent, whereas only 18.7% are not at all concerned.



In the same line as the level of concern, there are more people against (65.7%) the TMX project than in favour (17.0%). The most common three justifications for those that are unfavourable to the Trans Mountain Expansion, are:

1. The violation of Indigenous rights and sovereignty - Many respondents mentioned that the "indigenous communities have not consented to the use of their land." Some students have also pointed out that there hasn't been a "meaningful consultation with the indigenous peoples whose traditional land will be negatively impacted by the project." One student went as far as saying that "if there was to be a spill it would be detrimental to the soil, rendering these traditional lands useless, starving these people."

2. **Risks to the environment** - Most students are not only worried about the effects of the project on the land, but also on the lives of animal species in the area. According to one of the respondents, for example, "it would disrupt wildlife" whereas another mentioned that "the increased tanker traffic poses risks to vulnerable marine ecosystems." Someone also called out that, instead, the investment should be used towards clean energy sources "that have fewer effects on the environment, the animal, plant and human populations."

3. Endangering the local community - The risks the project poses to residents of Burnaby Mountain and SFU students have also been pointed out as one of the main justifications for respondents not agreeing with the implementation of the Trans Mountain Expansion. According to one student, for example, "there can be serious consequences if it leaks in/around where people frequent." One other student also points out the lack of communication with the local community on the matter: "Are they talking about this with the community? The people who live near the pipelines? No." Lastly, one student mentions that the Tank Farm is next to the only exit route of the mountain. "In the event of any emergency, not only are people not able to get off the mountain, emergency services will not be able to get to us."



As for what SFU is doing regarding the TMX, 83.4% of students are not aware of any University plans and strategies, and only 12.1% believe the actions are adequate. In reality, a larger group of people (45.9%) is neutral on the adequacy of the steps that SFU has taken to address the concerns around TMX while 42% stated that SFU steps taken are inadequate.



Regarding any more steps that the Simon Fraser University should be doing about the TMX, most respondents (84.1%) believe that SFU should be educating students about the Tank Farm. However, 51.8% of students are unwilling to email their representatives and support the <u>Students Against TMX campaign</u>.



Will you send an email to your representatives & support students against TMX?



Policy

12.1 The Space Expansion Fund is established to provide for the support the future expansion, renovation, and ongoing maintenance of existing and future space for the students, student groups and student activities at SFU

(a) The Space Expansion Fund Levy was created by referendum in Oct. 1989 and updated and expanded on by referendum in 2001 and 2010.

(b) The Space Expansion Fund Levy is non-refundable.

(c) The levy shall be collected within the same restrictions as the Student Activity Fee.

12.2 The Space Expansion Fund's use is restricted to space that is solely used for students, student groups, or student activities at SFU, but is not restricted to Society-leased or Society-owned space. However, to ensure a space is solely for the benefit of students, student groups, or student activities the Society should seek to lease that space when appropriate.

#### Process

12.3 Proposals for accessing the Space Expansion Fund are submitted in writing to the Chair of Council using the Grant Request Form.

(a) Departmental coordinators may submit a proposal to the Chair of Council on behalf of student groups.

12.4 Proposals must include a budget and a link between the proposed budget and the purpose of the Space Expansion Fund.

12.5 Where a proposal is accepted, the proponent must submit a report on the use of the funds and the impact on the membership of the SFSS.

(a) A template will be provided to all proponents for required proposals and reports.



Board of Directors Simon Fraser Student Society SUB 3100 Simon Fraser University 8888 University Drive Burnaby, BC V5A 1S6

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sfss.ca

# Submission to the BC Police Act Review

Prepared for: The Legislative Assembly of BC's Special Committee on Reforming the Police Act

April 29, 2021

The Simon Fraser Student Society (<u>SFSS</u>) is a student-led non-profit organization that represents over 25,000 undergraduate students across the three campuses of Simon Fraser University (SFU) in Burnaby, Vancouver and Surrey, British Columbia. Our mission is to advocate for students, build student power, and provide resources and services that represent, connect and benefit our membership.

The Police Act governs policing power in the province, and we are aware that the Legislative Assembly of BC has appointed the Special Committee on Reforming the Police Act to examine and make recommendations on reforms related to policing under the Police Act. The SFSS recognizes that Black, Indigenous, racialized, and gender-oppressed people, migrants, those living with mental health issues and disabilities, people who use criminalized drugs, and people without housing have experienced disproportionate harm due to policing instead of receiving support. We also recognize that the <u>"violent</u> infrastructure of prisons and policing also negatively impacts the land, water, air, and other-than-human beings through environmental degradation, disrupted relations, and capitalist extraction."

The SFSS <u>supports efforts towards</u> transformative justice, <u>challenging the notion</u> that increasing police presence and practices will increase safety. In addition to the recommendations stated below, the SFSS endorses the <u>demands</u> of the Defund 604 Network with regards to policing.



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Throughout its review of the BC Police Act, the SFSS recommends that the Legislative Assembly of BC implement the following considerations from the <u>BC Civil</u> <u>Liberties Association</u>:

# 1. The Province must work with Indigenous peoples in BC to align the Police Act with the United Nations Declaration on the Rights of Indigenous Peoples.

The history of policing has always been intertwined with colonialism. The North-West Mounted Police was established in 1873 to displace and contain Indigenous peoples onto reserves, to enforce the extra-legal pass system, to punish the practice of Indigenous cultures and ceremonies, and to force Indigenous children into residential schools.

Any investigation into reforming policing must contend with policing as a pillar of settler-colonialism. This includes obtaining free, prior and informed consent from each Indigenous Nation before subjecting them to municipal police forces or the RCMP in BC, and not withdrawing provincial program and service funding for any Indigenous Nation who does not consent to such colonial policing.

#### 2. Ban all police street checks.

A street check is a discretionary, racist and illegal police practice. Data over ten years, from every municipal force in BC, shows that Indigenous and Black people are over-represented in and harmed by street checks. Street checks are not legally authorized by statute or at common law.

Over <u>8,993 people</u> and <u>92 organizations</u>, including Hogan's Alley Society, Black Lives Matter, Union of BC Indian Chiefs, WISH Drop-In Centre Society, and the BC Civil Liberties Association have been demanding a ban on all police street checks in BC.

3. Shift resources from policing to community safety and decriminalize social issues.

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BC has the shameful honour of the country's highest rate of police-involved deaths. Growing proportions of government budgets go into policing, with no legislated audits or evaluation. There is actually very little independent evidence that policing in BC works and, in fact, <u>reams of evidence suggest the opposite</u>. Anti-violence organizations, mental health experts, and youth groups have all pointed out that police officers are not trained in supporting people in crisis. In fact, it is often the opposite: police officers often wrongfully arrest survivors of domestic violence or escalate a situation where someone is in crisis.

Police are almost universally mistrusted by Indigenous, Black, racialized, migrant, undocumented, sex worker, drug user, and homeless communities. Across the country, Indigenous and Black people are <u>disproportionately killed by police</u>. Furthermore, 68 percent of people killed in police encounters were impacted by mental illness or substance use.

The *Police Act* must be amended to limit the scale and scope of policing power. Policing resources must be redirected to non-policing community-based services and upstream safety solutions.

#### 4. Decriminalization

Upstream community safety solutions include:

- Decriminalization of sex work
  - In this respect, we recommend the Legislative Assembly of BC work on decriminalizing the *demand* of sex work instead of only the supply. A <u>study on</u> <u>sex workers who use drugs in the Downtown East Side</u> describes why this focus is essential:
    - "These findings indicate that despite the policing guideline change, rushed client negotiation due to police presence appeared to have



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increased among our sample of female sex workers who use drugs. It was also associated with client-perpetrated violence and other markers of vulnerability. These findings lend further evidence that criminalizing the purchase of sexual services does not protect the health and safety of sex workers." (Abstract)

- Decriminalization of drugs and simple drug possession
- Decriminalization of public intoxication
- Decriminalization of poverty
- Decriminalization of immigration status
- Decriminalization of Indigenous land defense by Indigenous nations asserting Title and Rights on their lands and waters.

While many of these laws are federal, the *Police Act* must be amended to set provincial guidelines of non-enforcement and policing forces must be directed to not use municipal or provincial resources toward enforcement of these social issues.

#### 5. Moratorium on Police Use of Force and Surveillance Technology

We are witnessing the unfettered increase in the militarization of policing, as well as the rapidly expanding terrain of policing technologies.

The *Police Act* must place stricter limits on the use of weapons, including the use of police dogs and tasers. The use of full-body restraint devices and tear gas must be banned. In addition, the province must also implement a no-carry policy in Indigenous, Black and low-income communities, aimed toward disarming the police in vulnerable communities. Finally, we need an immediate moratorium on law enforcement agencies' use of facial recognition and algorithmic policing technology. In addition to this, the Police Act must be amended to ban the collection of data on civilians who are not causing harm and ban police



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collaborations on programmes with schools (including Universities) and institutions that increase surveillance of civilians and disproportionately impact Black and Indigenous people.

#### 6. Overhaul of Police Accountability, Oversight and Governance Bodies

Police accountability and governance mechanisms lack public trust, are ineffective, and are an appendage—rather than counter—to policing systems. The <u>vast majority</u> of independent investigators staffing policing oversight bodies in Canada are white men who are former police officers. We need a massive overhaul that ensures publicly funded access to justice to fully civilian, transparent, and independent oversight bodies that can make binding orders upon police officers. Similarly, police governance through municipal police boards in BC must be locally and democratically controlled with accountability to communities impacted by police violence. Indigenous nations must have jurisdiction, authority, and conceptions of justice centered in all civilian police board governance and oversight bodies.

The SFSS urges the Legislative Assembly of BC to implement these considerations in its review of the BC Police Act, and to invest in community-based safety supports that benefit everyone in the community. Such investment is vital to ensuring that marginalized communities are truly protected from harm.