1. CALL TO ORDER
   Call to Order – 4:35 PM

2. TERRITORIAL ACKNOWLEDGMENT
   We respectfully acknowledge that the SFSS is located on the traditional, unceded territories of the Coast Salish peoples, including the xʷməθkʷəy̓əm (Musqueam), Sḵwx̱wú7mesh Úxwumixw (Squamish), Sel̓íl̓witulh (Tsleil-Waututh), kʷikʷəƛ̓əm (Kwikwetlem) and qiicəy (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 Council Composition
   Student Union Representatives
   Applied Science ................................................................. Vacant
   Archeology ................................................................. Damon Tarrant
   Art, Performance, and Cinema Studies ................................ Vacant
   Asia Canada Studies ............................................................. Vacant
   Bachelor of Environment ...................................................... Tiana Andjelic
   Behavioral Neuroscience .................................................. Aarthi Srinivasan
   Biology ................................................................. Nicolas Bonilla
   Biomedical Physiology & Kinesiology .................................. Kashish Mehta
   Business ................................................................. Vacant
   Chemistry ................................................................. Gwen Bui
   Cognitive Science ............................................................ Nicole Kirigin
   Communications ............................................................... Ashran Bharosha
   Computing Science ............................................................. Vacant
   Criminology ................................................................. Charlotte Taylor-Baer
   Dance ................................................................. Vacant
   Data Science Student Union .................................................. Warren Ho Kin
   Earth Science ................................................................. Vacant
   Economics ................................................................. Mahindhar Kumar
   Education ................................................................... Jihye (Jin) Choi
   Engineering Science .......................................................... Sarah Raisuddin
   English ................................................................. Liz Giardin
   Environmental Science ..................................................... Chloe Homenuke
   Faculty of Applied Science .................................................. Vacant
   Faculty of Communications, Arts and Technology (FCAC) ..... Vacant
   Film Student Union ............................................................. Amélia Simard
   Fine and Performing Arts .................................................. Vacant
   French ................................................................. Kylee Pocrnich
   Gender, Sexuality, and Women’s Studies (Chair) ..................... Devynn Butterworth
   Geography ................................................................ Natasha Kearns
   Gerontology Student Union .................................................. Vacant
Global Asia Studies Student Union .................................................. Eunice Kwok
Health Science ................................................................................. Jocelle Refol
History ......................................................................................... Alan Saunderson
Humanities ......................................................................................... Vacant
Indigenous Studies Student Union (ISSU) ................................................. Estefanii Henriquez
Interactive Arts and Technology (IAT) ...................................................... Jeremy Felix
International Studies Student Association (ISSA) ................................. Deanna Short
Labour Studies ................................................................................ Justin Chen
Latin American Studies ....................................................................... Vacant
Linguistics .......................................................................................... Micaela Bilot
Mathematics ........................................................................................ Ben Tischler
Mechatronics System Engineering .................................................. Ryley McWilliams
Molecular Biology & Biochemistry (MBB) ................................................. Avneet Kaur
Music Student Union .......................................................................... Vacant
Operations Research ........................................................................... Ashutosh Dubal
Performing Arts .................................................................................. Vacant
Philosophy ............................................................................................. Tony Yu
Physics ................................................................................................... Graham Rich
Political Science ................................................................................ Abhishek Parmar
Psychology ........................................................................................... Tiffany Liu
Public Policy ........................................................................................ Vacant
Science Undergraduate Society (SUS) .................................................... Zaid Vacant
Semester in Dialogue .......................................................................... Vacant
Society of Arts and Social Sciences (SASS) .............................................. Akum Lari
Sociology and Anthropology ................................................................. Kayla Chow
Software Systems .............................................................................. Shashank Thanalapati
Statistics and Actuarial Science (SASSA) ............................................... Jia So
Sustainable Community Development .............................................. Vacant
Sustainable Energy Engineering Student Society ................................ Mohammad Al-Sheboul
Theatre Student Union .......................................................................... Samantha Walters
Visual Arts ............................................................................................... Vacant
World Literature .................................................................................... Sara Aristizabal Castaneda

Constituency Group Representatives
Disability and Neurodiversity Alliance (DNA) ........................................... Vacant
First Nations Students Association (FNSA) .............................................. Keianna James
International Student Advocates ......................................................... Quynh Chi Bui
Out on Campus Collective (OOC) .......................................................... Vacant
Students of Caribbean & African Ancestry (SOCA) ............................... Linda Kanyamuna
Women Centre Collective (WCC) ........................................................... Vacant

Affiliated Student Groups
Residence Hall’s Association (RHA) ......................................................... Vacant
Student Athlete Advisory Committee (SAAC) .......................................... Paul Ursu

SFSS Executive Committee
President ............................................................................................... Gabe Liosis
VP Internal and Organizational Development ......................................... Corbett Gildersleve
VP Finance and Services ................................................................. Almas Phangura
VP University and Academic Affairs ................................................. Serena Bains
VP External and Community Affairs ................................................ Matthew Provost
VP Equity and Sustainability ........................................................... Marie Haddad
VP Events and Student Affairs ......................................................... Jess Dela Cruz

3.2 Society Staff
Operations Organizer ........................................................................ Ayesha Khan
Board Organizer ................................................................................ Emmanuela Droko
Campaign, Research, and Policy Coordinator .................................. Beaty Omboga
Administrative Assistant ................................................................... Christina Kachkarova
Building Manager ............................................................................ John Walsh

3.3 Leave of Absence
Communications ............................................................................. Ashran Bharosha
Health Science .................................................................................. Jocelle Refol
VP Equity and Sustainability ............................................................... Marie Haddad

3.4 Regrets
Biomedical Physiology & Kinesiology .............................................. Kashish Mehta
Theatre Student Union ..................................................................... Samantha Walters
World Literature ............................................................................... Sara Aristizabal Castaneda

3.5 Council Alternates
Physics .............................................................................................. Shariq Ahsan

3.6 Absents
Behavioral Neuroscience ................................................................... Aarthi Srinivasan
Cognitive Science ............................................................................... Nicole Kirigin
Data Science Student Union .............................................................. Warren Ho Kin
Disability and Neurodiversity Alliance ............................................. Constantin Lozitsky
Education ........................................................................................... Jihye (Jin) Choi
Engineering Science .......................................................................... Sarah Raisuddin
Film Student Union .......................................................................... Amélia Simard
First Nations Students Association (FNSA) ......................................... Keianna James
Geography .......................................................................................... Natasha Kearns
Global Asia Studies Student Union .................................................... Eunice Kwok
History ............................................................................................... Alan Saunderson
Indigenous Studies Student Union (ISSU) ........................................ Estephanie Henriquez
International Student Advocates ...................................................... Quynh Chi Bui
Linguistics .......................................................................................... Micaela Bilot
Operations Research .......................................................................... Ashutosh Dubal
Science Undergraduate Society (SUS) ............................................... Zaid Lari
Sociology and Anthropology .............................................................. Kayla Chow
Statistics and Actuarial Science (SASSA) .......................................... Jia So
4. CONSENT AGENDA

4.1 CONSENT AGENDA

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

CARRIED AS AMENDED

4.1.1. MATTERS ARISING FROM THE MINUTES- Council and Committee Minutes-

MOTION COUNCIL 2021-11-10:01

Be it resolved to receive and file the following minutes:

- Council 2021-10-13
- AC 2021-07-06
- EXEC 2021-10-04
- OCEO 2021-09-09
- OCEO 2021-09-23
  o Revote from November 03, 2021 Council meeting due to Robert’s rules error in the last meeting.

4.1.2. RATIFICATION OF REGRETS -MOTION COUNCIL 2021-11-10:02

Be it resolved to ratify regrets from Gabe Liosis, Damon Tarrant, Shashank Thanalapati, Jia So, Marie Haddad, Matthew Provost.

- Invited to an all-day SFU trip to Victoria (as student representatives) that conflicts with the Council meeting.
- Revote from November 03, 2021 Council meeting due to Robert’s rules error in the last meeting

4.1.3. MATTERS ARISING FROM THE MINUTES-Committee Minutes-MOTION COUNCIL 2021-11-10:03

Be it resolved to receive and file the following minutes:

- AC 2021-10-06
- ECA 2021-09-14
- EXEC 2021-10-18
- EXEC 2021-10-25
- FYEC 2021-09-16

4.1.4. SASS Common Room Spaces Memorandum Of Understanding-MOTION COUNCIL 2021-11-10:04

SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”

ATTACHMENT: SFSS/SASS Common Room Space Memorandum of Understanding

Be it resolved that Council approve and file the SFSS/SASS Common Room Space Memorandum of Understanding.

4.1.5. SUS Common Room Spaces Memorandum Of Understanding-MOTION COUNCIL 2021-11-10:05

SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”

ATTACHMENT: SFSS/SUS Common Room Space Memorandum of Understanding
Be it resolved that Council approve and file the SFSS/SUS Common Room Space Memorandum of Understanding.

4.1.6. External & Community Affairs Committee Appoint Student At-Large Seat - MOTION COUNCIL 2021-11-10:06
SUBMITTED BY: VP External & Community Affairs “Matthew Provost”

Whereas, the former International Studies Councillor Deanna Short was a member of the External & Community Affairs Committee occupying a Council-designated seat.

Whereas, Deanna Short wants to remain a member of the External & Community Affairs Committee as a Student At-Large member.

Whereas, there is a vacant Student At-Large seat.

Be it resolved that Council approve the appointment of Deanna Short as an External & Community Affairs Committee Student At-Large member.

Whereas there are vacant Student At-Large seats on External & Community Affairs Committee,

Be it resolved that Council approve the appointment of Keianna James as an External & Community Affairs Committee Student At-Large member.

5. ADOPTION OF THE AGENDA

5.1 MOTION COUNCIL 2021-11-10:07
Abhishek/Matthew
Be it resolved to adopt the agenda as amended.
CARRIED AS AMENDED

• Amended to include Section 6. Ratification of Regrets
• Amended to include New Business Item 10.3 OCEO Appointment
• Amended to include Discussion Item 11.3 SFSS In-Person Event COVID-19 Guidelines
• Amended to include New Business Item 10.4 SFSS In-Person Event COVID-19 Guidelines

6. RATIFICATION OF REGRETS

6.1 MOTION COUNCIL 2021-11-10:08
Gabe/Abhishek
Be it resolved to ratify regrets from Kashish Mehta, Samantha Walters, and Sara Aristizabal.
CARRIED UNANIMOUSLY

7. REPORTS FROM COMMITTEES

7.1 Report from The Executive Committee
SUBMITTED BY: President “Gabe Liosis”
President discussed the work of the Executive Committee including reviewing reports from management, report from the Executive Officers, Report from the HR & Personnel Sub-Committee, and reports from Hiring Committees. The Executive also passed the following resolutions including an Employer Representative Swap for the Temporary Finance Coordinator Hiring Committee with President Gabe Liosis and Ayesha Khan to account for the time that President Gabe Liosis would be on a Leave of Absence, a resolution for the SFSS Executive Committee to support the “Our Bill 22 Coalition Motion” in opposition to proposed changes in the Freedom of Information and Protection of Privacy Act, a recommendation to Council about the SFSS executive Co-Op Memorandum of Understanding, and a resolution about Executive Officer Access to SUB outside of Operating Hours. Additionally, the Executive Committee discussed President and VPX trips to Victoria, Burnaby Mountain Gondola, Debriefing about the AGM, Student Climate Action Initiative Summit, and the Rexall Flu Vaccine Clinic at the SUB alongside confidential, in-camera discussions like the report from the Staff Liaison Officer and discussion around staff support.

President expressed that, as he had not been present at the previous Council meeting his report would be longer. He discussed work he had done for the AGM including attending two trial runs, coordinating with staff, creating scripts, and chairing the AGM itself. Additionally, he mentioned that he had been in the recent SFU Gondola Campaign Video, and he had written a Gondola Op-Ed for the Burnaby Now as well as attending a Burnaby City Council Presentation about the Gondola. He attended the following meetings with the University including a Search Panel for the Senior Director with the Campus Public Safety Student Group Safety group chaired by Mark Lalonde, a check-in with the Director for Student Services at Surrey Campus, as well as filming a promotion Video for Spring 2022 Welcome Day. President also mentioned his interview with CTV Vancouver News about proof of vaccination and rapid testing on campus as well as a meeting with the ABCS Chairperson and Executive Director about Climate Initiatives. In terms of internal meetings, President attending his usual committee meetings on top of being on several Hiring Committees and doing Staff Check-ins with the Organizers.

VP Internal and Organizational Development mentioned that he had been working on finalizing the Memorandum of Understanding between SUS and SASS and the SFSS, as well as resolving some Student Union Grant issues and drafting Notices of Motion that were included in the Agenda for today’s meeting. Alongside President, he attended Check-ins with Management, and set the Agenda for Council and Executive Committee. VPIOD also met with PRCAC to discuss the referenda and election timelines, and had made progress on discussions about computer equipment procurement from SFU IT Services.

VP Finance and Services discussed her work with the Collective Agreement Overview, discussing Maternity/Paternity leave for staff and wage levelling, as well as her work on the Annual Plan Review and Issues Policies Discussions. VPPS also brought up the Flu Shot campaign, and discussed her attendance at the SFU Medical School webinar in which she sent in feedback that she and other peers had compiled. She also attended a meeting with SFU Financial Aid and Awards about the WUSC X SFSS Scholarship.

VP University and Academic Affairs mentioned that they had done work on the Annual Plan Review. They also mentioned that they were looking into having a Flu Shot Clinic at the Surrey Campus as a previous one was cancelled. VPUAA mentioned that the Student Safety Group that they attended discussed COVID safety and the possibility of snow making transit up the mountain difficult for students. She also mentioned that she would be working with the GSS on a handbook for institutional governance which would make it
easier for student representatives to navigate the SFU Board of Governors and Senate. They explained that there might be changes or possibility of changes coming to the grading scheme that the Registrar would be presenting. They also mentioned work on the Youth in Care campaign which would be a tuition waiver for youth in care, and that they were providing some assistance on working this out.

- VP External and Community Affairs mentioned that the ECA Committee had been reviewing it’s annual plan and started meeting and attending development sessions as well as starting on lobby days preparations and work on the Provincial Budget. In terms of his personal duties, VPX had met with Burnaby Mayor Mike Hurley to discuss the Gondola, submitted a motion for to the Executive Council to support the “Our Bill 22 Coalition”. He explained that Bill 22 would be a harmful amendedment to the FOIPOP by adding fees for requesting certain information. This would impact journalism greatly. VPX also discussed his work preparing for the Student Climate Action Initiative. He mentioned his trip to Victoria with President. VPX briefly brought up the SFU Community Fridge on the first floor of the SUB and mentioned that communications for the launch date and press release were being worked out.

- VP Events and Student Affairs mentioned she had been involved with communications about SFU Esports and E-Sports Association, the club. The explained that there were ongoing communications to manage if SFU E-Sports were to become competitive, how that would be handled. She discussed her work with the Flu Shot campaign and arranging name tags for staff. In terms of her Committee work, she had attended MSAC and ESAC meetings. VPESA mentioned that she had been working with Constantin from Out on Campus and Trish Everett, the Student Advocacy Coordinator, on the Trans Day of Remembrance vigil. VPESA also discussed a collaboration between the SFSS and SFU Recreation on a handing out Hot Chocolate by the Fire Pits in the Convos Mall and working with Councillors on acquiring jackets.

7.2 Report from External & Community Affairs Committee

SUBMITTED BY: VP External and Community Affairs “Matthew Provost”

- SFSS Participation in SFU Trip to Victoria
  - VP External and Community Affairs summarized his trip with President to Victoria. He explained that they left on November 2nd to Victoria. On Early Wednesday morning they met with Justin, involved with Government Relations at SFU. They also had lunch at the Legislature with Katrina Chen, Burnaby-Lougheed MLA, where they discussed updates about what the Society had been involved with, the SFU Gondola, and what kind of support the SFSS was looking for. Additionally, they briefly discussed student affordability and services, housing, mental wellness supports for students, combating food insecurity, SFSS’ ongoing opposition to the Burnaby Tank Farm Expansion, sustainability, and climate justice actions.
  - President and VP External and Community Affairs then attended the Question Period in Legislature. VPX mentioned that Katarina Chen gave them a shout out in Legislature.
  - President and VPX then attended a meeting with Anne Kang, Minister of Advanced Education & Skills Training, Joy Johnson, SFU President and Vice-Chancellor, and Joanne Curry, SFU VP External Relations, to discuss Post-Secondary Operating Grants promised by the NDP government. VPX expressed that the SFSS should keep in mind that the SFU was looking to get grants to improve the university. He added
that they were looking to do a review that had not occurred in 20 years. This review would impact student affordability. Increased Post-Secondary Operating Grants could impact student affordability. VPX added that SFU has been increasingly relying on student tuition to provide services to their students. Anne Kang explained that she wanted to see student involvement in the review and included in conversations with their university.

- President and VPX also attended a meeting with the BC Green Party Leader, Sonia Furstenau, alongside Joy Johnson SFU President and Vice-Chancellor, Joanne Curry SFU VP External Relations, Nicole Rogers SFU Government Relations Officer, and Dugan O’Neil SFU Associate Vice-President Research. VPX described the meeting as an introductory meeting where they discussed what SFU/SFSS were doing and divestment. Sonia Furstenau expressed an interest in meeting with students. VPX suggested the possibility of inviting her to either External and Community Affairs Committee or Council.

- President mentioned that the SFSS might be able to influence the Post-Secondary Funding Review and make recommendations to the ministry as to what student involvement can look like.

- **Student Climate Action Initiative (SCAI) 2021**

  - VPX mentioned that he had met with Alliance of BC Students President Aryanna Chartrand to discuss this Summit, related to climate action. They discussed what the SFSS had been doing to support climate action including supporting sustainability initiatives, divestment by-laws, campaigns like Students Against TMX, and supporting SFU350 as well as other grassroots campaigns within the university community.
  
  - Aryanna Chartrand invited SFSS to the Student Climate Action Initiative Summit. VPX explained that he had then extended the invitation to community members who were actively participating in Climate Action like Chloe Homenuke Environmental Science Councillor, and the Chair of Embark. He added that SFU350 was going as a separate organization.

- VPX highlighted that the SFSS is a leader within the SFU community, and people look to the SFSS. He added that people reached out to the SFSS when they heard about SFU350’s actions encouraging SFU to divest. The SFSS has to continue supporting the Climate Action community by supporting community grassroots projects, paying honorariums, and other actions like by-laws. VPX explained that those representing the SFSS would bring a report to the Summit of the SFSS’ current stances and actions to gain ideas of what more can be done.

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8. **IN-CAMERA**

8.1 **MOTION COUNCIL 2021-11-10:09**

Abhishek/Matthew

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

**CARRIED UNANIMOUSLY**

- STAFF COMPENSATION

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9. **EX-CAMERA**

9.1 **MOTION COUNCIL 2021-11-10:10**
Abhishek/Ben

*Be it resolved to go ex-camera.*

CARRIED UNANIMOUSLY

10. NEW BUSINESS

10.1 STAFF COMPENSATION-MOTION COUNCIL 2021-11-10:11
SUBMITTED BY: President “Gabe Liosis”
ATTACHMENT: "BN - Recommendation to Council: Staff Compensation (Confidential)"
Gabe/Ben

*Be it resolved that Council approve the recommendations within the confidential briefing note titled "Recommendation to Council: Staff Compensation"*

CARRIED UNANIMOUSLY

- As per SFSS Council Policies, Rule 9(1)(a), SFSS HR Matters are considered in-camera only.

10.2 SFSS Patio License Agreement-MOTION COUNCIL 2021-11-10:12
SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”
ATTACHMENT: SFSS Patio Licence - Final Draft.pdf

Corbett/Matt

*Be it resolved that Council approve and file the SFSS Patio License Final Agreement.*

CARRIED

- VPIOD removed this motion from the Consent Agenda to allow Councillor the opportunity to ask questions about the motion.
- John Walsh explained that during a discussion with SFU about the SUB Lease, one of the issues raised by SFU was the unofficial Blenz patio which, according to the lease, should not exist. He explained that an agreement for patio space had been reached after a discussion, which was attached. The specific license agreement was for 200 square feet to accommodate tables, chairs, and 3 umbrellas. John Walsh explained that this space was licensed to the SFSS which was given permission to sublicence this space. The SFSS will then mimic the same licence, allowing Blenz to use the space with a patio-attached-to-a-café license.

*John Walsh left the meeting at 6:08 PM*

10.3 OCEO Appointment-MOTION COUNCIL 2021-11-10:13
SUBMITTED BY: Mathematics Councillor “Ben Tischler”
Devynn/Abhishek

*Whereas there is one seat available for a non-executive councilor on the Oversight Committee on Executive Officers as a result of a recent resignation.*

*Be it resolved to appoint Chloe Homenuke to the Oversight Committee on Executive Officers.*

CARRIED UNANIMOUSLY

- Mathematics Councillor explained that, due to a resignation from the Oversight Committee, this motion was being brought to Council.
- Ben Tischler nominated self to committee. He explained that he currently attended the meetings as a member of Council, but he would like to be a voting member of this committee as he is not currently on a committee.
- Chloe Homenuke nominated self to committee. She expressed that she had seen the work that the OCECO had been doing to keep Executives accountable about their roles. She mentioned...
that she was passionate about ensuring that Council and Executive Committee were both accessible to the SFSS membership. She also expressed that she knew that Ben Tischler would also be a good member of this committee.

- Vice-Chair highlighted that another spot would be available on the Committee in two weeks so the Councillor that was not elected to the Committee during his vote could be elected the following Council meeting. As Chair of OCEO, Vice-Chair GSWS Councillor abstained from the vote.

- **For Chloe Homenuke (23):** Damon Tarrant (Archeology), Tiana Andjelic (Bachelor of Environment), Nicolas Bonilla (Biology), Mahindhar Kumar (Economics), Jihye (Jin) Choi (Education), Liz Giardin (English), Chloe Homenuke (Environmental Science), Kylee Pocrnich (French), Jeremy Felix (Interactive Arts and Technology), Deanna Short (International Studies Student Association), Ryley McWilliams (Mechatronics System Engineering), Avneet Kaur (Molecular Biology & Biochemistry), Tony Yu (Philosophy), Abhishek Parmar (Political Science), Tiffany Liu (Psychology), Akum Sidhu (Society of Arts and Social Sciences), Kayla Chow (Sociology and Anthropology), Lunda Kanyamuna (Students of Caribbean & African Ancestry), President, VP Internal and Organizational Development, VP Finance and Services, VP Undergraduate and Academic Affairs, VP External and Community Affairs, VP Events and Student Affairs,

- **For Ben Tischler (6):** Gwen Bui (Chemistry), Justin Chen (Labour Studies), Ben Tischler (Mathematics), Graham Rich (Physics), Shashank Thanalapati (Software Systems), Mohammad Al-Sheboul (Sustainability Engineering),

- **Abstain (1):** Devynn Butterworth (Gender, Sexuality, and Women’s Studies)

- Motion amended to strike ‘X’ and replace with ‘Chloe Homenuke’

*10-minute break taken at 6:36PM*

10.4 COVID-19 In-Person Event Guidelines Amendments -MOTION COUNCIL 2021-11-10:14

SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”

Corbett/Ben

Whereas the SFSS has developed COVID-19 Guidelines for in-person events since before and after the SUB has been open to the public;

Whereas PHO orders have been updated multiple times since our guidelines were first created;

Whereas current guidelines restrict all SFSS in-person events to a maximum of 25 people for any on-campus event, regardless of if the space used was controlled by the SFSS or not;

Whereas off-campus events do

Be it resolved that Council amends with

"On-Campus Events are limited to a maximum of 25 People (including executives and attendees) on SFSS-controlled spaces, and for SFU controlled spaces, events are limited to a maximum as determined by the current Provincial Health Orders or SFU policies (whichever imposes a lesser
maximum). The maximums established by Provincial Health Orders as at this date is 50 persons or 50% capacity, whichever is larger”, as well as subsidiary changes in line with this,

Be it further resolved that Council directs Executive alongside MSC staff to review and make changes to the in person booking guidelines in relation to the Student Union Building bookings in a timely manner, that centers the ability for student groups to safely gather, and in line with the BC Provincial Health Orders, with additional safety mechanisms such as social distancing, masks indoors, contact tracing and enforced vaccination checks for gatherings.

CARRIED UNANIMOUSLY

11.  DISCUSSION ITEMS

11.1 Report Back on Leave of Absence Policy Retroactive Pay
SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”

- VPIOD mentioned that he had not had enough time to look into this issue directly. He explained that in order to report on this, he would need a list of those who had take a Leave of Absence prior to November 3rd to ask those Councillors if they wanted to be paid for their Leave of Absence.
- VPIOD will provide a report at the Council meeting on November 24th, 2021.

11.2 Spring Executive Committee Elections & Referenda Questions
SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”

- VPIOD explained that the next big SFSS event would be the Spring 2022 Referendum along with the Executive and Council Elections. In the past, Referenda had been used for fee changes and by-law changes.
- With November 24th, 2021, likely being the last Council meeting of 2021, the Election and Referendum would have to be called. In terms of referendum questions, VPIOD explained that some like the Student Health and Dental Fee question which would increase the Student Health and Dental Fee and give Council the power to adjust the fee by + or – 5% to allow for inflation/surplus. He explained that, according to the University Act requirements, referenda are the only way fee changes can be done.
- VPIOD suggested the referendum can be used to create a dedicated fund like a grant for Student Unions which is currently covered under the General Fund. Dedicated fees that would give specific student groups funding could also be created. He expressed that increasing fees during the pandemic might not be popular, but it could be done at a later referendum. He added that a contribution of $1.5 for part-time students and $3 for full-time students would lead to $200,000 of income a year for the SFSS which could be used to provide bursaries and scholarships for students.
- GSWS Councillor inquired if a continued COVID Relief Fund would have to be done through a referendum. VPIOD explained that in the past, the COVID Relief Fund had been done through a carried-over surplus, some of which was earmarked to be on the following years budget. This could be done again.
- VPIOD added that the referendum could also have questions about motions for projects that members wanted to exist. He mentioned, as an example, that if the membership voted for a Surrey SUB, Council would then have to implement the motion.

11.3 SFSS In-Person Event COVID-19 Guidelines
SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”
VPIOD explained that the current guidelines had been approved mid-July 2021 after Executives and Member Services Coordinators were tasked by Council to create the guidelines, but there had been many updates to Provincial Health Orders since then like vaccine passports. He mentioned that students had been asking if restrictions could be loosened for on-campus space that was not SFSS space to follow the same guidelines as off-campus in-person events as long as they followed PHO and the guidelines of the venue.

VIOPD mentioned that he had a motion prepared for Council to motion to task staff and Executives to update the Guidelines.

Political Science Councillor suggested that it was a good idea for the SFSS to allow student groups to host events according to provincial guidelines outside of SFSS spaces but on campus. He acknowledged that it was good that the SFSS wanted to have a safer space in the SUB for immunocompromised people but that clubs should be able to host bigger events as long as they followed the PHO.

President mentioned that, while he was initially cautious about changing the guidelines to allow for events on campus, he believed that good messaging and providing student groups with support would allow them to host safe events. President highlighted that he did not want to see the same massive parties that had been happening at other schools at SFU and urged student groups to host safe events.

12. NOTICE OF MOTION

12.1 Student Governance Policy Change in SFSS Member Services & Groups Policies
MOTION COUNCIL 2021-11-10:15
SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”
ATTACHMENT:
Whereas in October 26th, 2020 and October 27th, 2021 members at the SFSS Annual General Meetings passed bylaw changes that set base democratic governance requirements for non-executive Council seats:

Whereas these base requirements are that Council representative position to be elected, open to their members, and at least 1-week notice was given to their members;

Whereas the SFSS encourages all Council Member Groups to have open democratic governance;

Whereas it would good to provide base democratic requirements for all Council Member Groups inline with our bylaws;

Be it resolved that Council approve the policy changes recommended in the document "BN - Base Democratic governance requirements ".

- President made note that the document mentioned in the Notice of Motion, BN- Base Democratic governance requirements, was not sent out with the Council Agenda.
- VPIOD mentioned that he would ensure that Councillors received the document.

12.2 Addition of Sexual Misconduct Training to SFSS Orientation and Retention Policies-
MOTION COUNCIL 2021-11-10:16
SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”
Whereas on October 13th, 2021 Council approved motion "COUNCIL 2021-11-10:07” requiring club and student union executives, constituency groups, councilors, and Society staff to take mandatory
Sexual violence prevention and responding to disclosure training;

Whereas one step in developing this training is to amend relevant policies to reflect this new requirement;

Be it resolved that Council approve the following policy changes:
OPT-1.2. k) ensure new employees are trained in Sexual Violence and disclosure training
OTP-2.2. g) sexual violence prevention and disclosure support training

12.3 Policy Changes- MOTION COUNCIL 2021-11-10:17
SUBMITTED BY: VP Internal & Organizational Development “Corbett Gildersleve”

Whereas, past Council Policies included a reduction in expected hours without a reduction in stipend for the last month of each term to accommodate final exams and projects for Council members;

Whereas these policies were removed from the Policy Manual in 2015 along with the expected hours;

Whereas in 2020 the Board of Directors brought back policies around expected work hours for Executives and Board members to be met semi-monthly;

Be it resolved that Council adopt the following policy changes:

R-2 DUTIES & RESPONSIBILITIES OF NON-EXECUTIVE COUNCILLORS, STIPEND REQUIREMENTS

5 Non-Executive Councilors are expected to work on average ten (10) hours in every two-week period during their term of office.

a. Notwithstanding the R-2.5, during the months of April, August, and December it is understood that the duties and responsibilities of Non-Executive Councilors may be reduced by a maximum of one-half (1/2) of the required hours (10 hours), and that this reduction in activity shall not affect stipend allocations.

R-3 DUTIES AND RESPONSIBILITIES OF EXECUTIVE OFFICERS, STIPEND REQUIREMENTS

6 Executive Officers are expected to work on average sixty (60) hours in every two-week period during their term of office. Executive Officers shall post and keep office hours in-person or electronically on the SFSS website.

a. Notwithstanding the R-3.6, during the months of April, August, and December it is understood that the duties and responsibilities of Executive Officers may be reduced by a maximum of one-half (1/2) of the required hours (60 hours), and that this reduction in activity shall not affect stipend allocations.

13. 30 MINUTES Q&A
14. **ANNOUNCEMENT**

14.1 Leave of Absence Notification: Communications Councillor; November 1, 2021 - December 22; Personal Mental Health Leave
14.2 Leave of Absence Notification: Health Science Councillor; November 1 2021 - November 12, 2021; Personal Mental Health Leave
14.3 Leave of Absence: President, November 11th-23rd: Personal Mental Health
14.4 Leave of Absence: VP Equity & Sustainability, November 8th-13th: Personal Mental Health
14.5 Leave of Absence: VP External & Community Affairs, November 9th-22nd: Personal Mental Health
14.6 Leave of Absence: GSWS Councillor, November 25th-30th: Personal Mental Health

15. **ATTACHMENT**

15.1 Staff Compensation (Confidential)
15.2 SFSS-SASS SUB Common Room MOU
15.3 SFSS-SUS SUB Common Room MOU
15.4 SFSS Patio Licence - Final Draft

16. **ADJOURNMENT**

16.1 MOTION COUNCIL 2021-11-10:18

Ben/Gabe

*Be it resolved to adjourn the meeting at 7:13 PM.*

CARRIED UNANIMOUSLY
Memorandum of Understanding
Between the Simon Fraser Student Society and the SASS

1. Purpose
   a. On August 25th 2021, the Simon Fraser Student Society Council carried a motion to establish common room spaces for the Science Undergraduate Society and the Society of Arts and Social Sciences, within the SFSS Student Union Building.

      This Memorandum of Understanding (“MOU”) between the Simon Fraser Student Society (SFSS) and SASS is to establish mutual understanding regarding use and governance of their common room 3220, in the new Student Union Building (SUB). This agreement formalizes each party’s responsibilities.

   b. The SUB is subject to a lease agreement between the SFSS and SFU (referred to as the Head Lease in this MOU). The Head Lease contains, among other things, restrictions on usage of the building, repair request processes, and other matters in leasing a building.

2. Definitions
   a. **MOU** means Memorandum of Understanding;
   b. **SFSS** means the Simon Fraser Student Society at Simon Fraser University;
   c. **SFU** means Simon Fraser University;
   d. **SASS** means Society of Arts and Social Sciences;
   e. **Financial Account** means federally insured financial institution account;
   f. **Dissolution** means to be shut down after a vote of the membership in a process laid out in SASS’s constitution;
   g. **Head Lease** means the lease agreement between SFU and SFSS concerning the Students Union Building;
   h. **Independent Student Society** means an incorporated nonprofit organization that has SFU undergraduate students as members and board members. Examples include SFPIRG, CJSF, and Embark.
i. **Operating Costs** means ongoing expenses incurred from the day-to-day running of the space

j. **Incorporated Society** means a society that is registered under the BC Societies Act and is subject to all rules under the Act

k. **SUB** means Student Union Building

l. **Inactive** means four consecutive semesters without financial activity or SASS meetings

m. **Council** means the SFSS Council who are acting as the Board of Directors for the Simon Fraser Student Society

n. **SPOC** means the SFSS Space Oversight Committee

o. **SASS Board** means the elected student body representing SASS and its members

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

4. **Institutional Relationship**
   a. 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

   b. SASS is a faculty Student Union under the SFSS created to represent the needs of undergraduate Arts and Social Science students at SFU. The means to this end includes

   i. Provide a structure to unite undergraduate students from the departments of the Faculty of Arts and Social Sciences (FASS), while working in collaboration with the Simon Fraser Student Society (SFSS).

   ii. Represent the diverse needs of students and to advocate for student interests within FASS to the SFSS, FASS Administration, the University administration, the government, and other organizations.

   iii. Establish a framework where students can share experiences, skills and ideas, and where they can communicate, exchange information, and debate, thereby building a sense of community among the students in FASS.

   iv. Explore opportunities for collaboration with other Arts and Social Sciences Societies with other societies across faculties.

   v. Advocate for a system of post-secondary education, which recognizes and appreciates the unique contributions of the Arts and Social Sciences to the academic community and society at large
c. In the absence of a levy to support the activities of SASS, SASS shall abide by the policies of the Society as it relates to funding as a faculty student union.

d. 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.

5. Space Allocation in the SUB

a. Space Allocation
   i. SASS has been allocated 3220
   ii. SASS agrees to maintain its space in accordance with University requirements and shall not significantly modify its space without written consent of the SFSS.
   iii. SASS shall not be evicted from its space unless it is provided with a reasonable alternative space equivalent size and condition suitable to operate.
   iv. The SFSS shall give SASS ninety (90) days written notice of any proposed change in their space unless it is for emergency repairs.

b. Terms of Allocation
   i. 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 SASS 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, SASS shall be allocated space in another SFSS-leased space where possible.

c. Rent and Operating Costs
   i. SASS shall be provided space free of any and all charges of rent or operating costs. All operating costs to house SASS will be covered in full by the SFSS.

d. Access to Space
   i. SASS 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 SASS to access. SASS Executives may distribute access amongst its membership within its own policies and directives and shall be liable to pay for lost keys.

e. Covenants
   i. At all times during the duration of this MOU X must adhere to and abide by all SFSS policies and procedures.

6. Finances

a. In the event that SASS obtains a Faculty Student Fee through the process laid out in the SFSS Bylaws,
i. The SFSS shall acknowledge the result of such a referendum and agree that such a referendum is binding and all funds collected is for the benefit of SASS and shall be held in trust in an independent financial account at the SFSS.

ii. The SFSS and SASS 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 SASS.

iii. 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 SASS.

iv. SASS shall access their funds by check requisition through the SFSS general office and any such requisition shall include the meeting minutes approving expenditure, all receipts and invoices, and the signature of two of SASS’s Executives that have signing authority.

v. SASS agrees to incur the cost of payroll associated with SASS’s employees through an administrative fee of $10.00 per cheque issued every pay period.

vi. Notwithstanding that the SFSS Council is ultimately accountable and responsible to its membership for the fees collected on behalf of the SASS, SASS shall retain the exclusive right to submit the draft of their annual budget. SASS 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 SASS Executive or membership, the previous year's budgetary allocation shall be used as the draft budget.

vii. SASS shall present an updated Executive list to the SFSS Finance Office within twenty-eight (28) days following their general election and any by-elections of each year. Failure to provide any Executive list may result in the suspension of further check requisition processing until such time as SASS’s Executive list is provided.

viii. The parties recognize and acknowledge that SASS 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, SASS 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.

7. Repairs and Changes to the Space
   a. Building base systems
      i. SFSS is responsible for overseeing and paying for repairs to the space
SASS will inform the SFSS Building Manager or their designate of any issues in the space promptly, these issues can include but are not limited to,
1. Damage to the room
2. Repair or replacement of furnishings
3. HVAC problems
4. Heating problems
5. Water leaks

The SFSS Building Manager or their designate will update SASS on when and how the repairs will take place

b. Provision of Furnishings
   i. SASS will liaise with the SFSS Building Manager or their delegate concerning the process for the acquisition and procurement of furnishings
   ii. SASS will work with the SFSS Building Manager or their delegate to develop a proposal for furnishings that will be submitted to Council or their delegated committee for review and approval

c. Access for Repairs
   i. The society will be entitled at all reasonable times upon reasonable notice (and at any time in case of an emergency) to access X’s space inorder to inspect the area or to carry out any necessary work / repairs.

8. 3rd Party Sponsorships
   a. Any changes to the space that is viewable from non-SFSS premises must be approved by the SFSS and University before being added in.
   b. SASS is allowed to have sponsorships from external organizations to the SFSS displayed in there common rooms for the sole purpose of events.
   c. Any contracts or agreements between SASS and a 3rd party sponsor are reviewed and signed by the SFSS unless SASS becomes an incorporated student society independent of the SFSS.

9. Dedicated Employees
   a. The parties recognize and acknowledge that the SFSS Council is the employer of any staff hired for SASS. Any such staff 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.
   b. Any hiring committees regarding SASS staff positions shall have the option of having one employer representative be the SASS’s Council Representative or, in the event that Council seat is vacant, their designate.
   c. Any HR matters regarding SASS staff can be brought to the SFSS President and/or HR and Personnel Committee, if existing or equivalent
10. Constitutional Conflict
   a. The parties acknowledge and recognize that SASS conducts its affairs according to SFSS Bylaws, Policies, and Processes, as well as SASS’s constitutional provisions and mandate. In the event of conflict between the SFSS and SASS’s constitution, the SFSS constitution, bylaws, and policies shall prevail.

11. Inactivity and/or Dissolution
   a. In the event that SASS remains inactive for four consecutive semesters, all assets shall revert to the Society
   b. In the event that SASS is dissolved as laid out in their constitution, all assets are held in trust by the SFSS

12. Review
   a. Both parties will meet to review this document after one year of the date it has been signed, and then every three years thereafter

13. Dispute Resolution
   a. In the event that a dispute arises between the SFSS and SASS over any areas of this MOU the following process shall be followed
      i. An ad-hoc committee will be formed composed of up to 3 representatives from SASS and 3 representatives from the SFSS to discuss the dispute
      ii. If the dispute cannot be resolved within the committee, it shall be escalated to the Space Oversight Committee, if such a committee exists, else it will go to Council for a decision

14. Amendments
   a. Both parties must agree to the amendment
   b. Amendments must be approved at an SFSS Council meeting and at SASS’s general meeting

15. Termination
   a. This agreement shall remain in effect indefinitely, unless any one of the following conditions occurs:
i. SASS is dissolved either through inactivity for four semesters or by a vote of SASS’s members as laid out in their constitution
ii. Both parties agree to terminate the MOU.
iii. SASS becomes an incorporated society and has a sublease with the SFSS or another organization.

16. Incorporated Society
   a. In the event that SASS incorporates under the Societies Act of BC, the SFSS and SASS shall enter into an agreement whereby the SFSS subleases their space to SASS under the same terms and conditions provided to other independent student societies currently housed in the SUB.
Memorandum of Understanding
Between the Simon Fraser Student Society and the SUS

1. Purpose
   a. On August 25th 2021, the Simon Fraser Student Society Council carried a motion to establish common room spaces for the Science Undergraduate Society and the Society of Arts and Social Sciences, within the SFSS Student Union Building.

   This Memorandum of Understanding (“MOU”) between the Simon Fraser Student Society (SFSS) and SUS is to establish mutual understanding regarding use and governance of their common rooms 3230, in the new Student Union Building (SUB). This agreement formalizes each party’s responsibilities.

   b. The SUB is subject to a lease agreement between the SFSS and SFU (referred to as the Head Lease in this MOU). The Head Lease contains, among other things, restrictions on usage of the building, repair request processes, and other matters in leasing a building.

2. Definitions
   a. **MOU** means Memorandum of Understanding;
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   c. **SFU** means Simon Fraser University;
   d. **SUS** means Science Undergraduate Society;
   e. **Financial Account** means federally insured financial institution account;
   f. **Dissolution** means to be shut down after a vote of the membership in a process laid out in SUS’s constitution;
   g. **Head Lease** means the lease agreement between SFU and SFSS concerning the Students Union Building;
   h. **Independent Student Society** means an incorporated nonprofit organization that has SFU undergraduate students as members and board members. Examples include SFPIRG, CJSF, and Embark.
i. **Operating Costs** means ongoing expenses incurred from the day-to-day running of the space

j. **Incorporated Society** means a society that is registered under the BC Societies Act and is subject to all rules under the Act

k. **SUB** means Student Union Building

l. **Inactive** means four consecutive semesters without financial activity or SUS meetings

m. **Council** means the SFSS Council who are acting as the Board of Directors for the Simon Fraser Student Society

n. **SPOC** means the SFSS Space Oversight Committee

o. **SUS Council** means the elected student body representing SUS and its members

3. **Head Lease Primacy**

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

4. **Institutional Relationship**

   a. 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

   b. SUS is a faculty Student Union under the SFSS created to represent the needs of the Science Undergraduate Student Membership at SFU. The means to this end includes

      i) Organizing initiatives and speaking on behalf of the science student body;

      ii) Hosting events to promote an engaging campus life, and to give back to the membership;

      iii) Ensuring student space for SUS Students on Campus;

      iv) Providing support for students within the Faculty of SUS.

      v) Offering opportunities for SUS Students to volunteer and develop their professional skills.

   Through careful deliberation at Council meetings—open to the entire student membership—the Science Undergraduate Society Council shall come to rational and thoughtful conclusions about fulfilling the needs of the Membership.

   Internally, SUS and SUS Council serve an important role as a space for Science Students at SFU to develop themselves both personally and professionally. SUS serves as an opportunity for Science Students to develop and refine their leadership and teamwork skills by offering chances to take
responsibility for their own events and initiatives. The process of developing as a team is the most important aspect of SUS internally.

c. In the absence of a levy to support the activities of SUS, SUS shall abide by the policies of the Society as it relates to funding as a faculty student union.

d. 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.

5. Space Allocation in the SUB

a. Space Allocation
   i. SUS has been allocated 3230
   ii. SUS agrees to maintain its space in accordance with University requirements and shall not significantly modify its space without written consent of the SFSS.
   iii. SUS shall not be evicted from its space unless it is provided with a reasonable alternative space equivalent size and condition suitable to operate.
   iv. The SFSS shall give SUS ninety (90) days written notice of any proposed change in their space unless it is for emergency repairs.

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   i. 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 SUS 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, SUS shall be allocated space in another SFSS-leased space where possible.

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

d. Access to Space
   i. SUS 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 SUS to access. SUS Executives may distribute access amongst its membership within its own policies and directives and shall be liable to pay for lost keys.

e. Covenants.
   i. At all times during the duration of this MOU X must adhere to and abide by all SFSS policies and procedures.
6. Finances
   a. In the event that SUS obtains a Faculty Student Fee through the process laid out in the SFSS Bylaws,
      i. The SFSS shall acknowledge the result of such a referendum and agree that such a referendum is binding and all funds collected is for the benefit of SUS and shall be held in trust in an independent financial account at the SFSS.
      ii. The SFSS and SUS 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 SUS.
      iii. 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 SUS.
      iv. SUS shall access their funds by check requisition through the SFSS general office and any such requisition shall include the meeting minutes approving expenditure, all receipts and invoices, and the signature of two of SUS’s Executives that have signing authority.
      v. SUS agrees to incur the cost of payroll associated with SUS’s employees through an administrative fee of $10.00 per cheque issued every pay period.
      vi. Notwithstanding that the SFSS Council is ultimately accountable and responsible to its membership for the fees collected on behalf of the SUS, SUS shall retain the exclusive right to submit the draft of their annual budget. SUS 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 SUS Executive or membership, the previous year’s budgetary allocation shall be used as the draft budget.
      vii. SUS shall present an updated Executive list to the SFSS Finance Office within twenty-eight (28) days following their general election and any by-elections of each year. Failure to provide any Executive list may result in the suspension of further check requisition processing until such time as SUS’s Executive list is provided.
      viii. The parties recognize and acknowledge that SUS 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, SUS 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.

7. Repairs and Changes to the Space
   a. Building base systems
i. SFSS is responsible for overseeing and paying for repairs to the space

ii. SUS will inform the SFSS Building Manager or their designate of any issues in the space promptly, these issues can include but are not limited to,
   1. Damage to the room
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   3. HVAC problems
   4. Heating problems
   5. Water leaks

iii. The SFSS Building Manager or their designate will update SUS on when and how the repairs will take place

b. Provision of Furnishings
   i. SUS will liaise with the SFSS Building Manager or their delegate concerning the process for the acquisition and procurement of furnishings
   ii. SUS will work with the SFSS Building Manager or their delegate to develop a proposal for furnishings that will be submitted to Council or their delegated committee for review and approval

c. Access for Repairs
   i. The society will be entitled at all reasonable times upon reasonable notice (and at any time in case of an emergency) to access X’s space inorder to inspect the area or to carry out any necessary work / repairs.

8. 3rd Party Sponsorships
   a. Any changes to the space that is viewable from non-SFSS premises must be approved by the SFSS and University before being added in.
   b. SUS is allowed to have sponsorships from external organizations to the SFSS displayed in there common rooms for the sole purpose of events.
   c. Any contracts or agreements between SUS and a 3rd party sponsor are reviewed and signed by the SFSS unless SUS becomes an incorporated student society independent of the SFSS.

9. Dedicated Employees
   a. The parties recognize and acknowledge that the SFSS Council is the employer of any staff hired for SUS. Any such staff 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.
   b. Any hiring committees regarding SUS staff positions shall have the option of having one employer representative be the SUS’s Council Representative or, in the event that Council seat is vacant, their designate.
c. Any HR matters regarding SUS staff can be brought to the SFSS President and/or HR and Personnel Committee, if existing or equivalent

10. Constitutional Conflict
   a. The parties acknowledge and recognize that SUS conducts its affairs according to SFSS Bylaws, Policies, and Processes, as well as SUS’s constitutional provisions and mandate. In the event of conflict between the SFSS and SUS’s constitution, the SFSS constitution, bylaws, and policies shall prevail.

11. Inactivity and/or Dissolution
   a. In the event that SUS remains inactive for four consecutive semesters, all assets shall revert to the Society
   b. In the event that SUS is dissolved as laid out in their constitution, all assets are held in trust by the SFSS

12. Review
   a. Both parties will meet to review this document after one year of the date it has been signed, and then every three years thereafter

13. Dispute Resolution
   a. In the event that a dispute arises between the SFSS and SUS over any areas of this MOU the following process shall be followed
      i. An ad-hoc committee will be formed composed of up to 3 representatives from SUS and 3 representatives from the SFSS to discuss the dispute
      ii. If the dispute cannot be resolved within the committee, it shall be escalated to the Space Oversight Committee, if such a committee exists, else it will go to Council for a decision

14. Amendments
   a. Both parties must agree to the amendment
   b. Amendments must be approved at an SFSS Council meeting and at SUS’s general meeting
15. Termination
   a. This agreement shall remain in effect indefinitely, unless any one of the following conditions occurs:
      i. SUS is dissolved either through inactivity for four semesters or by a vote of SUS’s members as laid out in their constitution
      ii. Both parties agree to terminate the MOU.
      iii. SUS becomes an incorporated society and has a sublease with the SFSS or another organization.

16. Incorporated Society
   a. In the event that SUS incorporates under the Societies Act of BC, the SFSS and SUS shall enter into an agreement whereby the SFSS subleases their space to SUS under the same terms and conditions provided to other independent student societies currently housed in the SUB.
Background:

As part of SFSS’ s negotiations with Blenz and their sub lease in the Student Union Building previous management had various conversations with them around an outside patio space. Reference to this space was made in the SFSS x Blenz sub lease but only that if possible and with the agreement of the head landlord (SFU) a space would be provided. The SFSS currently have a building lease with SFU and have no rights to any of the space external to the building (balconies excluded). Since June 2021 John Walsh Building Manager has been negotiating with various people in SFU to get access to space external to the building so that Blenz can have a patio area.

The space is approximately 200 sqft and is located just to the left of the SUB L3000 North entrance as you enter from Convo Mall.

SFU have provided a final copy of this agreement for the SFSS to sign on to ( duration 3 years ).

There are no recurring charges associated with this space all though there are a number of requirements that must be upheld in order to uphold the license agreement. All the requirements will be passed on to Blenz once the SFSS SUB license the space directly to Blenz which will be done immediately after the SFSS execute the license with SFU. The term of the license with Blenz will initially be for 12 months.

Recommendation.

It is recommended that council direct President Gabe Liosis to sign on to the Net space agreement with SFU and direct VP Internal and Organizational Development Corbett Gildersleve to then action a 12 month sub license agreement with Blenz for this space.