

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.

iii) 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 22nd day of December, 2020

Signed for SOCA






Signed for the SFSS



Corbett Gildersleve, VP Finance



Osob Mohamed, President