

1. CALL TO ORDER

Call to Order – 12:31 PM

2. TERRITORIAL ACKNOWLEDGMENT

We acknowledge that this meeting is being conducted on the unceded territories of the Coast Salish peoples; which, to the current knowledge of the Society include the Squamish, Musqueam, Stó:lo, and Tsleil-Waututh people.

3. ROLL CALL OF ATTENDANCE

3.1 Board Composition

President	Jaskarn Randhawa
VP External Relations	Jasdeep Gill
VP Finance	Matthew Chow
VP Student Services	Samer Rihani
VP Student Life.....	Tawanda Masawi
VP University Relations.....	Jackson Freedman
At-Large Representative (<i>Chair</i>).....	Mohammed Ali
At-Large Representative.....	<i>Vacant</i>
Faculty Representative (Applied Sciences).....	Kia Mirsalehi
Faculty Representative (Arts & Social Sciences).....	<i>Vacant</i>
Faculty Representative (Business).....	Jessica Nguyen
Faculty Representative (Communications, Art, & Technology).....	Amrita Mohar
Faculty Representative (Education).....	Cameron Nakatsu
Faculty Representative (Environment).....	Russell Dunsford
Faculty Representative (Health Sciences).....	Christina Loutsik
Faculty Representative (Science).....	Natasha Birdi

3.2 Society Staff

Build SFU General Manager.....	Marc Fontaine
Campaign, Research, and Policy Coordinator.....	Sarah Edmunds
Administrative Assistant.....	Nadine Ratu

3.3 Guests

Tompkins Wozny Auditor	Gary Wozny
The Peak News Editor	Amneet Mann
The Peak Editor-In-Chief.....	Alex Bloom
CJSF Public Affairs Coordinator.....	Jesse Wentzloff
Hi-Five Coordinator	Natalie Morin
CJSF Volunteer.....	Mica Jensen
CJSF Public Affairs Production Assistant.....	Rachel Gorelick
The Peak Copy Editor	Zach Siddiqui
Generation Screwed President	Ben Lawton
Student	Erica Melda

SFPIRG Board Member	Adrian D'Allessandro
Student	Amar Singh
SFPIRG Director of Research & Education	Kalamity Hildebrandt
SOCA President	Giovanni Hosang
SFPIRG Board Member	Aiswariya Sunder
SFPIRG member	Ashmeet Madyan
SOCA Volunteer	Sandrine Umohoza
SFPIRG member	Avnita Dosanjh
Student	Adnan Aliyu
SFU IT Services	Idrissa Brathwite
Student	Stanley Rasahi
Community Member	Jayda Wilson

4. ADOPTION OF THE AGENDA

4.1 MOTION BOD 2018-09-14:01

Jessica/Jaskarn

Be it resolved to adopt the agenda as amended.

CARRIED AS AMENDED

- Add under New Business: 7.5 AGM Report, 7.6 Impeachment Release
- Add under Discussion Items: 8.5 Sexual Violence and Prevention Working Group
- Switch 7.2 Meeting with Terry Beech and 7.1 Rotunda Space under Discussion Items
- Abstentions: Jaskarn Randhawa

5. MATTERS ARISING FROM THE MINUTES

5.1 MOTION BOD 2018-09-14:02

Jessica/Samer

Be it resolved to receive and file the following minutes:

- Board of Directors 2018-09-07.pdf

CARRIED

6. NEW BUSINESS

6.1 Audited Financial Statements – MOTION BOD 2018-09-14:03

Jasdeep/Jackson

Whereas the Finance and Audit committee has reviewed the relevant documents and provided this recommendation to the SFSS Board of Directors;

Be it resolved to approve the draft financial statements for the year ended April 30th, 2018.

Be it further resolved to have Matthew Chow, VP Finance, and Martin Wyant, CEO, sign the financial statements.

Be it further resolved to have Marc Fontaine, Build SFU General Manager, sign the financial statements on behalf of Martin Wyant should Martin be unavailable.

CARRIED

- Financial auditor Gary Wozny provided draft financial statements to the Board for them to review and he advised them to review it before the AGM
- Wozny briefly went over the general funds such as assets, overview and inventory and he went into further detail regarding the Build SFU fund due to space expansion and the new SUB building

SOCA arrived at 12:58PM

- Wozny also briefly broken down the revenue and costs accumulated by different departments in the Society and communicated that he will provide a Independent Auditors Report in the near future

6.2 Vancouver Campus Committee – MOTION BOD 2018-09-14:04

Jessica/Tawanda

Be it resolved to appoint Amrita Mohar as the SFSS Vancouver Campus Committee Chair.

CARRIED AS AMENDED

- The second line of the motion which read “Be it further resolved to appoint X to the Vancouver Campus Committee.” was eliminated.

6.3 Website Budget Increase – MOTION BOD 2018-09-14:05

Jessica/Christina

Whereas the Board of Directors made website redevelopment a priority for the 2018-19 term.

Whereas the Communications Coordinator and FCAT representative recommended the appointment of Ballistic Arts Media Studios Inc. as the preferred web development company at the August 24th, 2018 SFSS Board of Directors meeting.

Whereas on August 24th, 2018, the Finance and Audit Committee recommended to the Board of Directors to increase the line item Web Site & Tech Support 821/17 by \$9,000.00.

Be it resolved that the Board of Directors increase the line item Web Site & Tech Support 821/17 by \$9,000.00 from the unrestricted operating surplus.

Be it further resolved to appoint Ballistic Arts Media Studio Inc. as the vendor for Website Redevelopment at a cost of \$7,500 plus tax and appoint Marc Fontaine and Samer Rihani as the authorized signatories for the website redevelopment contract.

CARRIED

6.4 MSESS and SCC BBQ – MOTION BOD 2018-09-14:06

Jasdeep/Matthew

Whereas the Board of Directors approved \$2,100 from line item 821/20 for the SCC Barbecue Social event from the September 7th, 2018 meeting;

Be it resolved to decrease the budget by \$1,000 for a net amount \$1,100.00 from line item 821/20 for an MSESS and SCC Barbecue Social event in September 2018.

CARRIED

6.5 AGM Report – MOTION BOD 2018-09-14:07

Jasdeep/Samer

Whereas the President has missed the deadline to submit the President’s letter for the AGM report;

Be it resolved to submit a letter on behalf of the Board as a replacement.

CARRIED

- The question was called
- Abstention: President

6.6 Impeachment Release – MOTION BOD 2018-09-14:08

Jasdeep/Jessica

*Whereas the Board has endorsed the impeachment of the President, Jaskarn Randhawa.
Be it resolved to release the "Impeachment Release" document via the SFSS social media channels and website to reflect Board's official stance on the impeachment.*

CARRIED

- The President expressed that he has written a response in regards to the release but as he did not submit it before the board meeting, the response was not disclosed
- The question was called
- Abstention: Jaskarn Randhawa

6.7 Recreation Pass Survey – MOTION BOD 2018-09-14:09

Jasdeep/Samer

Be it resolved to approve up to \$784.48 from line item 820/20 for the costs associated with promotional material for running the Recreation Pass Survey.

CARRIED

7. DISCUSSION ITEMS

7.1 Meeting with Terry Beech

- SOCA had sent a letter of complaint regarding racism allegations against the Society
- VP External and VP Student Services had a meeting with SOCA President and Terry Beech and resolved the issue

7.2 Rotunda Space

- SFPIRG representative expressed his disappointment regarding a few issues including the way the board has handled the space negotiation, extending the rotunda lease, and lack of placement of external groups in the new SUB building
- Some students shared concerns regarding flaws of a shared space model, and the Board's internal conflict
- SOCA President expressed his disagreement with how the issue of space was handled by the CEO and the Build SFU manager
- VP Student Services expressed that the Board is open to discuss extending the lease in the rotunda
- SOCA and SFPIRG submitted a joint statement to the Board

7.3 SFSS logo

- VP Finance reminded the board not to use the logo for their own initiatives as it should only be used for SFSS initiatives

7.4 Council Update

- There was discussion regarding the impeachment and lack of space for student unions and groups

7.5 Sexual Violence and Prevention Working Group

- VP External expressed the Board's initiative in working with Out On Campus and the Women's Centre in creating this working group

8. IN-CAMERA

8.1 MOTION BOD 2018-09-14:10

Matthew/Natasha

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

CARRIED

8.2 Complaint from Student about SFPIRG

8.3 Sponsorship Contract Status

8.4 Process and Policy Violations

9. EX-CAMERA

9.1 MOTION BOD 2018-09-14:11

Jackson/Natasha

Be it resolved to go ex-camera.

CARRIED

10. ATTACHMENTS

- BallisticSFSSWebsiteDesign2018.pdf
- Barbecue - Budget.pdf
- Barbecue - Proposal.pdf
- AGM Letter 2018.pdf
- Impeachment Release-2.pdf

11. ADJOURNMENT

MOTION BOD 2018-09-14:12

Russell/Samer

Be it resolved to adjourn the meeting at 3:24PM.

CARRIED

Dear Simon Fraser Student Society (SFSS) Members,

This annual report is a presentation of the key activities, results and accomplishments that the Society achieved over the last fiscal year. The dedication and support of our membership, staff and volunteers made 2017/2018 a very successful year for the Simon Fraser Student Society. We would like to thank you all for supporting us in delivering the promise of our core mandate, which is to improve the Academic, Financial, Social and Health and Well Being of all undergraduate students.

Our policies, by-laws, staffing practices, and Board culture all contribute to making the SFSS a governing organization where elected student representatives are effectively able to set the direction of Society. Our dedicated staff contributes to our Society by managing the day-to-day operations of our organization and ensuring that our membership has easy access to the many services we offer.

The year 2017 marked 50 years of services for the Simon Fraser Student Society. Our organization has steadily evolved since its inception, and we continue to promote student feedback and contributions that ultimately drive our organization. We hope that the next 50 years will shape us further to better improve the student experience at Simon Fraser University.

The 2017/2018 Board oversaw one of the most important agreements our Society's history. In April 2018, the Board of Directors unanimously approved an agreement which will allow the SFSS to provide a broad range of services and support for students attending Fraser International College (FIC). This agreement begins in January 2019 and will help FIC students, who are an important part of our campus, feel connected to the SFSS community. The SFSS hopes that this agreement, and other similar Society initiatives, will continue to reflect our values of inclusion, integrity, empowerment, advocacy and community.

In closing, the Board would like to thank you all for giving us the opportunity to serve our undergraduate community. We are grateful to have your support, and we look forward to continuing to improve our Society this year.

Sincerely,

The Board of Directors



video PRODUCTION + graphic DESIGN + web DEVELOPMENT

SFSS WEBSITE DESIGN

BALLISTIC ARTS MEDIA STUDIOS INC.

Project Name:

Simon Fraser Student Society
Website Design Modification

Date:

September 4, 2018

www.ballisticarts.com

#110 – 250 Schoolhouse

Coquitlam, BC, V3K 6V7

[Office] 604 553 1081 [Fax] 604 553 1227

engage@ballisticarts.com

CLIENT	<p>Marc Fontaine & Jaskarn Randhawa c/o Sindhu Dharmarajah – Simon Fraser Student Society Maggie Benston Centre 2250, Simon Fraser University 8888 University Drive, Burnaby, BC, V5A 1S6 (778) 782-6565 - communications@sfss.ca</p>
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PROJECT PLAN

SCOPE OF WORK

SFSS - WEBSITE MODIFICATION

Website Modification Scope of Work

- Updating the home page design only (to look like the Essence website, or some of the other sites your board referenced)
- Modifying the inside page
- Ensure mobile responsiveness for the new designs
- Wireframing the home page and inside page
- Navigation and Structurally no changes
- Content remains the same
- Timeline 1-3 months

SFSS – WEBSITE MODIFICATION

\$7,500.00

Client approval initials here:



POLICIES:

TIME-FRAME:

Changes in the delivery date may affect the price. However, circumstances that delay approvals for the quote, drafts and mock-ups not caused by Ballistic Arts Media Studios Inc. (Ballistic Arts) will affect this delivery date. Ballistic Arts reserves the right to change the delivery date if such circumstances arise.

RE-ACTIVATION FEE:

If Client leaves project (Project plan) inactive for a period of 14 (fourteen) days without any communication to Ballistic Arts, any previous timeline estimates become void. After 30 (thirty) days without any communication to Ballistic Arts, the Project plan will be considered dormant. A dormant Project plan will be considered closed until Client reactivates it. Monies previously provided are non-refundable. Dormant Project plans are subject to a re-activation fee before new procedures are considered.

PAYMENT & CANCELLATION POLICY:

For Project Plans under \$3,000: Payment is to be paid in full prior to commencement.

For Project Plans over \$3,000: 50% of the agreed-upon amount is to be received prior to the Project Plan start. 50% will be paid at an agreed upon halfway point in the Project Plan. The cancellation of the signed agreement must be provided in writing. A cancellation fee of 25% the Project Plan price or work done to date (whichever is greater) will be incurred if the agreement is signed and then cancelled.

The above-indicated prices do not include taxes. Client will be notified if Ballistic Arts finds it necessary to incur additional charges for additional Project Plans. Additional service charges are to be approved by the Client prior to commencement of further treatment.

If Client has not signed contract in 30 days, pricing may be considered void.

TERM, SUSPENSION & TERMINATION

Client acknowledges and agrees that Ballistic Arts may restrict, suspend, or terminate any or all service(s) in this agreement, without liability if the Client:

- Breaches the agreement, including non-payment;
- Harass, threaten, and/or abuse employees or agents of Ballistic Arts;
- Fraudulently or improperly seek to avoid payment.

Ballistic Arts retains the right to terminate services if we reasonably believe that there is an emergency or extreme circumstance that would warrant such action. Ballistic Arts agrees to provide Client ample written warning, in the form of electronic communication, the intent to terminate service(s) before such actions are to take place and that a fair settlement of payment of service(s) rendered will be negotiated.

CONDITION OF INSTRUCTIONS

Upon receipt of but not limited to, original copy or manuscript(s), graphic(s) and photograph(s), should it be evident that the condition of the instructions differ from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

ADDITIONAL REVISIONS

Additional revisions represent work performed in addition to the original specifications. Such additional work

Client approval initials here:

shall be charged at current rates and be supported with documentation upon request. No additional payment shall be made for changes required to conform to the original assignment description.

PREPARATORY MATERIALS

Preparatory work performed at the Client's request, such as, however not limited to, sketches, drawings, composition, and materials will be charged at current rates if not included in quote already, and may not be used without the consent of Ballistic Arts. Preparatory work is solely for the Client to review and cannot be used as final work for public or private display.

PRODUCTION SCHEDULES

Production schedules will be established and adhered to by Client and Ballistic Arts, provided that neither shall incur any liability or penalty for delays due to, and not limited to, labour disputes, energy failure, equipment breakdown, delays of supplier(s) or carrier(s), action of government authority and other causes beyond the control of Client or Ballistic Arts. The final delivery date(s) will be subject to renegotiation if Client does not adhere to the production schedule.

DISCLAIMER OF WARRANTIES

Ballistic Arts hereby disclaims any and all implied warranties of merchantability and/or warranties of fitness for particular purpose. In no event shall Ballistic Arts be liable for any person and/or entities consequential and/or incidental damages.

PRE-AUTHORIZATION

Ballistic Arts agrees to undertake the operation cost(s) of equipment and personnel used for the sole purpose of producing work(s) in accordance with this contract using equipment Ballistic Arts will supply. Ballistic Arts then agrees to deliver the work(s) in the format(s) as agreed to in the contract.

Client hereby agrees that Ballistic Arts will strictly be liable only for the full amount of payment as agreed to in the contract. In the case that Client is not satisfied with the final product or believe that the full extent of service(s) required were not fulfilled Client is entitled to and only entitled to a full refund of the entire amount of payment(s) solely for this work.

Client is solely responsible for securing the rights to the use of any and all content(s) to be used in the work(s), and not limited to, logo(s), trademark(s), photograph(s), title(s), and name(s) that are associated with Client.

Further, that Ballistic Arts is responsible only for the production of the work(s) as requested by Client and that this is the full and complete relationship between Ballistic Arts Media Studios Incorporated and Client.

The work(s) are created in accordance to the specification(s) provided by Client and hereby releases Ballistic Arts Media Studios Incorporated from any further consideration(s) and action(s) relating to the works) and its content(s).

INDEMNITY AGREEMENT

Client indemnifies and holds Ballistic Arts Media Studios Incorporated harmless for any actions or statements on the part of Client to any party whomsoever.



Client approval initials here:

Client further agrees to indemnify and hold harmless Ballistic Arts Media Studios Incorporated for claims of any nature whatsoever pertaining to the services and goods provided. This includes the loss of customer furnished proofs and materials, missing projected deadlines set for the completion of work, and loss of any information stored in Ballistic Arts Media Studio Incorporated's computers. Additionally, this Indemnity Agreement includes claims relating to any software or other copyrightable materials furnished by Client, and from any and all copyright claims and/or misappropriations of trade secrets and/or any claim of theft of proprietary information.

PROOFS

A proof form will be supplied with the proof and must be initialed by Client. In the case that the proof was delivered electronically a return electronic mail will be considered a confirmation from Client. If revised proof(s) are desired, request must be made when proof(s) are returned. The maximum number of additional requests for proof(s) is 2 on top of the first delivered and can push back the delivery date of the final product. A reasonable variation in colour between colour proofs and the completed job shall constitute acceptable delivery. Ballistic Arts Media Studios Incorporated cannot be held responsible for errors under either or both of the following conditions: if Client has failed to return proof(s) with indication of changes or if Client has instructed Ballistic Arts Media Studios Incorporated to proceed without submission of proof(s).

BUDGET

The budget provided by Ballistic Arts Media Studios Incorporated will detail all expenses to be reimbursed by Client for the purpose of completing this assignment. Any changes required to the budget must be written, this including electronic mail, and submitted to Ballistic Arts Media Studios Incorporated 15 (fifteen) days prior to the completion of the assignment or the use of the material(s) and/or labour directly affected by the change required. Ballistic Arts Media Studios Incorporated reserves the right to reject any change(s) by Client to the original budget if the change(s) affect work already completed by Ballistic Arts Media Studios Incorporated. Any changes required by Ballistic Arts Media Studios Incorporated to the budget must be written and submitted to Client, this including electronic mail, 15 (fifteen) days prior to the completion of the Project Plan. Client reserves the right to reject any change(s) to the original contract except for material cost(s). Before any work is to begin on the part of Ballistic Arts Media Studios Incorporated the first payment is required and Client hereby agrees that the first payment is non-refundable. For material costs over \$100.00 (one hundred dollars) a down payment of 50% is required.

PAYMENT TERMS

Deposit invoices must be paid immediately prior to the commencement of a Project Plan. All other invoices shall be paid immediately upon receipt. Claims for defects, damages, or shortages must be made by Client in writing within a period of 30 (thirty) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

THIRD PARTY SHIPPING

In the event any material necessary for the production of Client order must be shipped to a third party for additional work, Ballistic Arts Media Studios Incorporated will incur no liability for losses incurred in transit or due to the delay of the shipper of the third party.



Client approval initials here:

Client has read and accepts the Policies, Ownership Agreement, and Terms and Conditions of this Contract. In witness whereof the parties hereto have agreed to and execute this agreement as of this _____ day of _____, 20__.



Ballistic Arts Media Studios Inc.
ted LAU

Simon Fraser Student Society
Marc Fontaine, Build SFU General Manager &
Jaskarn Randhawa, President

Client approval initials here:

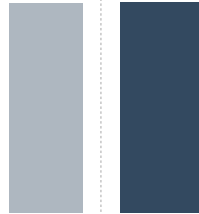


SFSS Surrey Campus Committee

MSESS & SFSS Barbecue Social: Budget

Balance: \$15.18

Attendance: 500 students



EXPENDITURES **REVENUES**
 \$2,184.82 \$2,200.00

Expenses

Revenues

	Base Cost	Quantity	Amount	Notes
<i>Item</i>			+\$2,184.82	
Venue (Subtotal: \$0)				
Venue (Mezzanine)	\$0	N/A	\$0	
Food (Subtotal: \$1210.68)				
Burgers (12-pack)	\$10.00	42	\$420.00	
Veggie burgers (8-pack)	\$8.00	12	\$96.00	
Buns (12-pack)	\$1.88	42	\$78.96	
Condiments (bottle)	\$2.00	20	\$40.00	Ketchup (12 bottles) , mustard (8 bottles)
Lettuce/tomatoes/cheese	\$150	N/A	\$150.00	
Chips (18-pack)	\$7.00	28	\$196.00	
Pop (2L bottles)	\$2.00	50	\$100.00	
Tax	12%	N/A	\$129.72	
Equipment (Subtotal: \$580)				
Barbecues (4'x2' large)	\$165.00	2	\$330.00	
Propane	\$70	N/A	\$70.00	
Equipment Delivery	\$160	N/A	\$160.00	
Food Delivery	\$20	N/A	\$20.00	
Cutlery (Subtotal: \$30)				
Paper plates (100-pack)	\$7.48	0	\$0	SCC has existing
Napkins (100-pack)	\$1.78	0	\$0	SCC has existing
Cups (50-pack)	\$5.00	6	\$30	

<i>Item/Organization</i>	Amount	Notes
	+\$2,200.00	
Surrey Campus Committee	\$1,100	
MSESS (Core/Trust Contribution)	\$100	10% of the grant contribution
MSESS (Grant Contribution)	\$1,000	Will be covered by SCC to avoid the grant process

Tongs	\$0	0	\$0	SCC has existing					
Oven mitts	\$0	0	\$0	SCC has existing					
Marketing (Subtotal: \$0)									
Posters (12"x8", color 12)	\$0.75	0	\$0	Students will not see physical promotions during break					
Miscellaneous (Subtotal: \$364.14)									
Contingency	20%	N/A	\$364.14						

Surrey Campus Committee Proposal

Name: Malika Gill

Position: SCC At-Large Representative

Event Name: MSESS & SFSS Barbecue Social

Date: September 20-30 (exact date TBA), 2018

Time: 11am - 2pm

Setup time: 10 - 11am

Takedown time: 2 - 3:30pm

Location: Mezzanine and Parking Lot, SFU Surrey

Expected attendance/target: 500 students

Budget: Attached document

Which one of the four SFSS pillars does this event align to (Finance, Social, Academic, Health and Well Being)? Social

Description of the event:

Fun, interactive social event for Mechatronics students and Surrey students to ease them into the semester. First-year students are the main focus. Life-sized games will be set up in the Mezzanine.

Collaboration with Mechatronic Systems Engineering Student Society and SFSS Surrey Campus Committee.

Motion:

Whereas the MSESS will contribute to the event financially;

Whereas the SCC will simulate the MSESS grant contribution for a value up to \$1000;

Be it resolved to spend up to \$2100 for an MSESS and SCC Barbecue Social event in September 2018.

September 7, 2018

To the SFSS membership:

This document details the by-laws and policies that Jaskarn Singh Randhawa, President of the Simon Fraser Student Society, was in violation of, along with ongoing concerns arising since the beginning of his board term. These incidents have led the Board of Directors to recommend Randhawa's impeachment at the Annual General Meeting taking place at the Diamond Family Auditorium on September 24th at 1pm.

GENERAL CONCERNS

1. Spent \$1,125 on a "board development session presentation" without consulting any other member on the board about the spending. Made the purchase prior to Board approval and then passed the reimbursement on the Board agenda one week after the purchase.
2. Failed to appropriately address concerns of sexual harassment in the Board Office against three female Board members. This created increased opportunities for the harassment to continue and escalate to the SFU Sexual Violence and Prevention Office. After the fact, Randhawa also revealed these confidential complaints to the Peak and other individuals outside of the Board, completely disregarding the consent, sensitivity and safety of the females involved in this incident.
3. Created a hostile work environment through his aggressive behavior that forced some Board members to avoid working in the Board Office.
4. Withheld information from the Board of Directors and impaired their decision making ability. This concern was especially critical for ongoing discussions with organizations seeking space in the SUB. Randhawa did not show the Board any of the agreements he was presenting to other organizations on behalf of the Board.
5. Failed to consult the Board of Directors when responding to issues on behalf of the entire Board. This forced the Board to comply with Randhawa's decisions and did not allow the Board to make democratic decisions using good process.
6. Created illegitimate power over the Board of Directors and prevented them from feeling empowered enough to bring issues forward at the Board table.
7. Created a divide between the CEO and Board of Directors. This stopped the CEO and Board of Directors from working together efficiently and carrying out their duties.
8. Broke the confidentiality of Board members by publicly revealing details brought forward in private discussions between himself and other Board members. This left Board members fearful of bringing forward concerns to Randhawa as he was the designated HR representative to whom the Board members were meant to go to for a confidential resource.

BY-LAWS

1. By-law 6 (4a)
 - o The Board shall not delegate its powers to expend or disburse funds except that:
 - i. The Board may, by way of regulation, delegate its powers to expend or disburse funds to the Executive Committee, except that this power shall only be exercisable between the last quorate Board meeting of each semester, and the first quorate Board meeting of

each subsequent semester, and any such expenditure or disbursement shall be limited to a maximum of \$20,000.

INCIDENT: Randhawa called Executive meetings on multiple occasions during the Summer semester. He did not give the entire Board enough notice to allow Faculty Representatives to attend which created a power divide between the Executive board members and the Faculty Representatives. Some of these meetings did not have any minute takers present, and decisions were not communicated back to the entire Board. Two meetings that were held on the record took place on June 18 and May 15. Money was spent at these board meetings without the knowledge, or vote, of the remaining 9 members of the board present.

2. By-law 6 (18)
 - Robert's Rules of Order shall govern the conduct of all meetings of the Board and its committees.

INCIDENT: Randhawa showed inconsistent application of Robert's Rules of Order, primarily for his own benefit. This incompetency led to unorganized Board meetings where Board members did not have an equal opportunity to debate the presented topics. Randhawa continuously ignored the speaker's list and avoided calling on Board members whose opinions he did not agree with at the Board table.

POLICIES

1. GP-3 (1d)
 - Directors shall treat one another and all persons associated with the Simon Fraser Student Society in such a way as to preserve their dignity and communicate respect and fairness.

INCIDENT: Randhawa engaged in an act of physical aggression against Kia Mirsalehi in the SFSS Board Office in July. Numerous Board members witnessed Randhawa push Mirsalehi and then hit him in the face. Following this physical confrontation, Randhawa said "what a pussy, why didn't he do anything" in response to Mirsalehi's lack of physical response. After this incident, there was a general concern of safety in the Board office and many members preferred to work outside of the Board office when possible.

2. GP-3 (1e)
 - Directors shall protect the confidentiality of all information, records, and material acquired through their service with the Simon Fraser Student Society by understanding and adhering to the Board Policies of the Simon Fraser Student Society, the Federal Privacy Act, the Freedom of Information and Protection of Privacy Act, and any other relevant government acts and regulations.

INCIDENT: Randhawa accessed another Board member's laptop without the consent of the owner as they were asleep to send himself a private recording of an internal meeting that took place on August 1st. Randhawa then took this confidential recording, that was only meant to be circulated to Board members,

and sent it to The Peak without the consent of the Board. Many of the topics discussed in this recording were sensitive and personal to the individuals mentioned in the recording.

3. GP-3 (1f)

- Directors shall accept full and complete accountability for their own acts and omissions, exhibiting self-discipline and the pursuit of excellence in all activities.

INCIDENT: Throughout the Summer term, Randhawa was approached many times by Board members who brought forward genuine concerns about his behavior and the workplace culture that was forming in the Board Office. Randhawa was witnessed constantly deflecting blame and overlooking the concerns of other Board members. He was reminded many times of his basic duties that he was failing to carry out, including (but not limited to):

- being transparent with the Board and sharing all known information so the Board can make informed decisions with due process;
- not creating illegitimate power over the Board and using his role as President to override other Board members;
- listening to the feedback provided by Board members and making actionable changes to improve the Board working environment;
- respecting Board members and staff in meetings and not cutting them off when their opinions oppose his own;
- being conscious of the manner in which he speaks to, and about females in the workplace;
- not leading rogue projects on his own without getting the Board's approval first;
- consulting the Board before replying to emails on behalf of the entire Board;
- respecting the authority of Committee Chairs and not independently overriding the decisions made by Committees.

4. GP-3 (2c)

- Directors shall not attempt to exercise individual authority over the Society, except as set forth explicitly in the Board Policies, and to that end:
 - i. directors shall recognize their lack of individual authority when engaging with the Chief Executive Officer, the public, and the media,
 - ii. directors shall not speak on behalf of the Board except as authorized by the Board,
 - iii. respect and apply the principle of confidentiality when dealing with issues of a sensitive nature,
 - iv. attend Board and committee meetings having adequately prepared for all deliberations,
 - v. support the legitimacy and the authority of all decisions made by the Board, irrespective of their personal position on the issue, and
 - vi. sign the acknowledgement of, and the agreement to act in accordance with this code of conduct, a copy of which has been provided as an appendix.

INCIDENT: Randhawa often had meetings with the CEO and expressed his opinions on important issues that he did not consult the Board on. These discussions included SUB space, partnerships with external organizations, internal conflicts within the Board etc. Randhawa also replied to important emails on behalf of the Board without consulting the Board on the response he provided, completely ignoring Board consensus.

INCIDENT: The Board was kept in the dark on many issues that related directly to ongoing SUB space discussions. Randhawa chose to work offline while drafting agreements between the SFSS and organizations regarding the SUB space, without getting the Board's approval on the contents of these agreements, nor the SUB Committee, which he is a part of. He then presented these agreements to groups with the false pretense that they had been endorsed by the entire Board.

INCIDENT: Randhawa did not respect the decisions made at the Board table and used his position as President to create an illegitimate "vetoing power" for himself. He incorrectly reminded Board members that as President he could override their decisions, even in cases when the majority of the rest of the Board had formally approved the decision. Randhawa lacked a basic understanding of his role as President, and the governance structure and policies all Board members must adhere to.

5. GP-14

- While the Board will record all of the decisions and topics of deliberations of Board meetings in its publicly available meeting minutes, under certain limited conditions, the Board may conduct its deliberations in-camera.
- The Board may deliberate in camera where those deliberations involve:
 - i. SFSS HR matters,
 - ii. open contract negotiations or competitive processes,
 - iii. a litigation process in which the Society is involved,
 - iv. discussions involving advice subject to solicitor-client privilege, such as legal counsel, where the Society wishes to maintain that privilege, and
 - v. subject matter that relates to, or is subject to the Personal Information Protection Act (PIPA).

INCIDENT: Randhawa refused to acknowledge that an in-camera item brought forward during a board meeting held on May 25th did not meet the guidelines set out in GP-14, and therefore should have been discussed publicly rather than in camera, even after board members bringing up this concern and stating the policy. The discussion topic was in regards to the Fall Kick-off. Randhawa's misuse of the in-camera sessions prevented the Society from being transparent with the membership.

The Board of Directors is recommending the impeachment of Jaskarn Singh Randhawa due to a build-up of these serious concerns that Randhawa has failed to address. Randhawa's general lack of competency, disregard of process and Society governance,

disrespect of fellow Board members, and inability to maintain a safe and efficient working environment for the Board have resulted in the push for Randhawa's removal.

These incidents led to a vote of non-confidence by the Board of Directors on August 14, 2018. The motion passed read as follows:

Whereas the President does not have the confidence of the Board of Directors;

Be it resolved that the Board of Directors recommend to the membership the impeachment of the President;

Be it further resolved that the Board of Directors place a resolution on the agenda of the 2018 Annual General Meeting or Special General Meeting on September 24, 2018 to impeach the President.

Randhawa's behavior and actions following the proposal of the impeachment process has also been very concerning. He is approaching various organizations and groups on campus to strike independent deals where he is promising space in the SUB and other favors in exchange for their support against his impeachment. These are all false promises as Randhawa does not have the authority to follow through on any of these deals without the Board's approval.

The behavior and actions detailed in this document are not indicative of an individual that is fit to lead the Simon Fraser Student Society. The Board of Directors urges the attendance of the SFSS membership at the Annual General Meeting taking place at the Diamond Family Auditorium on September 24th at 1pm to impeach Jaskarn Singh Randhawa, President of the Simon Fraser Student Society.

Sincerely,

SFSS Board of Directors

Should you have any questions or concerns regarding the contents of this document, or the Annual General Meeting, please contact boardmembersonly@sfss.ca or any of the following Board members directly:

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