

BOD 2019-20 – 13R

Resolution to Execute the 2019 Operating Agreement

WHEREAS, the Associated Students Incorporated (ASI) of the California State University East Bay is the single recognized voice of the students of this University; and

WHEREAS, it is the mission of the ASI Board of Directors to advocate and provide responsible and effective leadership for a diverse student population in order to make sound decisions for the betterment of CSUEB students; and

WHEREAS, an Operating Agreement¹ is necessary for conducting business on the CSUEB Campus, and

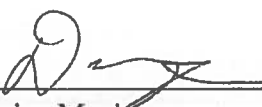
WHEREAS, the current operating agreement has expired and a new agreement is necessary for ASI to continue serving CSUEB campus, therefore be it

RESOLVED, that the ASI Board of Directors gives permission for the ASI Executive Director to execute the new operating agreement from CSUEB; and be it further

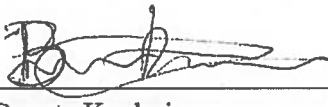
RESOLVED, that ASI authorizes the ASI Executive Director permission to execute all other paperwork and filings necessary to complete this agreement

Approved On: Wednesday, February 19, 2020

ASI President/CEO does hereby [] *approves* / [] *refuses to approve* this resolution.



Daisy Maxion
ASI President/CEO



Bronte Kuehnis
ASI Chair of the Board & Senate
Co-Chair

¹ California State University, East Bay Associated Students, Incorporated. *Operating Agreement*. Retrieved from: <https://www.csueastbay.edu/asi/files/docs/resources/operating-agreement-2014.pdf>





ASSOCIATED STUDENTS INC
CAL STATE EAST BAY

Kabir Dhillon
*ASI Executive Vice President/Chief
of Staff*

Erik Pinlac
ASI Executive Director

Approved by: ASI Board of Directors 2019-2020

510.885.4843



associated.students@csueastbay.edu
www.csueastbay.edu/asi



25800 Carlos Bee Boulevard
Old Union #314, Hayward, CA 94542



**OPERATING AGREEMENT
BETWEEN CALIFORNIA STATE UNIVERSITY
AND ASSOCIATED STUDENTS INC. OF CALIFORNIA STATE
UNIVERSITY EAST BAY**

This agreement is made and entered into by and between the Trustees of the California State University by their duly qualified Chancellor (CSU) and Associated Students Inc. serving California State University, East Bay. The term of this agreement shall be July 1, 2019 through June 30, 2029.

1. PURPOSE

The purpose of this agreement is to set forth the terms and conditions under which Auxiliary may operate as an auxiliary organization pursuant to California Education Code §89900 et seq. and California Code of Regulations (CCR) Title 5, § 42400 et seq. In entering this agreement, CSU finds that certain functions important to its mission are more effectively accomplished by the use of an auxiliary organization rather than by the Campus under the usual state procedures.

2. PRIMARY FUNCTION(S) OF THE AUXILIARY

In consideration of receiving recognition as an official CSU auxiliary organization, Auxiliary agrees, for the period covered by this agreement, that the primary function(s), which the Auxiliary is to manage, operate or administer is/are (*Check each category that applies*):

- Student Body Organization
- Student Union
- Housing
- Philanthropic
- Externally Funded Projects
- Real Property Acquisition / Real Property Development
- Commercial

In carrying out the above, the Auxiliary engages in the following functions authorized by, CCR tit.5, §42500, which are activities essential and integral to the educational mission of the University:

Note to document authors:

List only functions from the following as specified in, CCR tit.5, §42500.

Greater specificity of any function may be included but you MUST include one of the following twelve functions. Example:

“1. Student Body Organization Programs, which includes the operation of a physical fitness facility.”

1. Student Body Organization Programs
2. Loans, Scholarships, Grants-in-Aids, Stipends, and Related Financial Assistance
3. Instructionally related Programs and activities, including Agriculture, Athletics, Radio and Television Stations, Newspapers, Films, Transportation, Printing and other Instructionally Related Programs and Activities

Auxiliary agrees to receive and apply exclusively the funds and properties coming into its possession toward furthering these purposes for the benefit of CSU and the Campus. Auxiliary further agrees that it shall not perform any of the functions listed in CCR tit.5, §42500 unless the function has been specifically assigned in this operating agreement with the Campus. Prior to initiating any additional functions, Auxiliary understands and agrees that CSU and Auxiliary must amend this agreement in accordance with Section 21, *Amendment*.

3. CAMPUS OVERSIGHT AND OPERATIONAL REVIEW

The responsibility and authority of the Campus president regarding auxiliary organizations is set forth in CCR tit.5, §42402, which requires that auxiliary organizations operate in conformity with CSU and Campus policies. The Campus President has been delegated authority by the CSU Board of Trustees (Standing Orders §VI) to carry out all necessary functions for the operation of the Campus. The operations and activities of Auxiliary under this agreement shall be integrated with Campus operations and policies and shall be overseen by the campus Chief Financial Officer (CFO) or designee so as to assure compliance with objectives stated in CCR tit.5, §42401.

The Campus shall review Auxiliary to ensure that the written operating agreement is current and that the activities of Auxiliary are in compliance with this agreement at least every five (5) years from the date the operating agreement is executed and at least every five years thereafter. Confirmation that this review has been conducted will consist of either an updated operating agreement, or a letter from the Campus CFO or designee to

the Campus President with a copy to the Chancellor's Office, certifying that the review has been conducted. As part of these periodic reviews, the Campus President should examine the need for each auxiliary and look at the efficiency of the auxiliary operation and administration.

Auxiliary agrees to assist the Campus CFO or designee in carrying out the compliance and operational reviews required by applicable CSU Executive Orders and related policies.

4. OPERATIONAL COMPLIANCE

Auxiliary agrees to maintain and operate its organization in accordance with all applicable laws, regulations and CSU and Campus rules, regulations and policies. Failure of Auxiliary to comply with any term of this agreement may result in the removal, suspension or probation of Auxiliary as an auxiliary organization in good standing. Such action by CSU may result in the limitation or removal of Auxiliary's right to utilize the CSU or campus name, resources and facilities (CCR tit.5, §42406).

5. CONFLICT OF INTEREST

No officer or employee of the CSU shall be appointed or employed by Auxiliary if such appointment or employment would be incompatible, inconsistent or in conflict with his or her duties as a CSU officer or employee.

Auxiliary has established and will maintain a conflict of interest policy. The Auxiliary's Conflict of Interest Policy is attached as **Attachment 1**.

6. EXPENDITURES AUGMENTING CSU APPROPRIATIONS

With respect to expenditures for public relations or other purposes which would serve to augment appropriations for CSU operations, Auxiliary may expend funds in such amount and for such purposes as are approved by Auxiliary's governing body. Auxiliary shall file, as **Attachment 2** to this agreement, a statement of Auxiliary's policy on accumulation and use of public relations funds. The statement shall include the policy and procedures for solicitation of funds, the purposes for which the funds may be used, the allowable expenditures and procedures of control.

7. FISCAL AUDITS

Auxiliary agrees to comply with CSU policy and the provisions of CCR tit.5, §42408, regarding fiscal audits. All fiscal audits shall be conducted by auditors meeting the guidelines established the Integrated CSU Administrative Manual (ICSUAM).

The Campus CFO shall annually review, and submit a written evaluation to the Chancellor's Office in accordance with Section 20, Notices, of the external audit firm selected by the Auxiliary. This review by the Campus CFO must be conducted prior to the Auxiliary engaging an external audit firm and annually thereafter. If the Auxiliary has not changed audit firms, and the audit firm was previously reviewed and received a satisfactory evaluation, a more limited review may be conducted and submitted.

8. USE OF NAME

Campus agrees that Auxiliary may, in connection with its designated functions as a CSU auxiliary organization in good standing and this agreement, use the name of the Campus, the Campus logo, seal or other symbols and marks of the Campus, provided that Auxiliary clearly communicates that it is conducting business in its own name for the benefit of Campus. All correspondence, advertisements, and other communications by Auxiliary must clearly indicate that the communication is by and from Auxiliary and not by or from CSU or Campus.

Auxiliary shall use the name of Campus, logo, seal or other symbols or marks of Campus only in connection with services rendered for the benefit of Campus and in accordance with Campus guidance and direction furnished to Auxiliary by Campus and only if the nature and quality of the services with which the Campus name, logo, seal or other symbol or mark are used are satisfactory to the Campus or as specified by Campus.

Campus shall exercise control over and shall be the sole judge of whether Auxiliary has met or is meeting the standards of quality of the Campus for use of its name, logo, seal or other symbol or mark.

Auxiliary shall not delegate the authority to use the Campus name, logo, seal or other symbol or mark to any person or entity without the prior written approval of the Campus President or designee. Auxiliary shall cease using the Campus name, logo, seal or other symbol or mark upon expiration or termination of this agreement, or if Auxiliary ceases to be a CSU auxiliary organization in good standing, dissolves or disappears in a merger.

9. CHANGE OR MODIFICATION OF CORPORATE STATUS

Auxiliary shall provide notice to the CSU upon any change in Auxiliary's legal, operational or tax status including but not limited to changes in its Articles of Incorporation, bylaws, tax status, bankruptcy, dissolution, merger, or change in name.

10. FAIR EMPLOYMENT PRACTICES

In the performance of this agreement, and in accordance with California Government Code §12900 et. seq., Auxiliary shall not deny employment opportunities to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status.

Auxiliary shall adopt employment procedures consistent with the policy statement on nondiscrimination and affirmative action in employment adopted by the CSU.

11. BACKGROUND CHECK POLICY COMPLIANCE

In compliance with governing laws and CSU policy, Auxiliary shall confirm that background checks are completed for all new hires and for those independent contractors, consultants, outside entities, volunteers and existing employees in positions requiring background checks as set forth in CSU systemwide policy. Auxiliary will provide confirmation of completed and cleared background checks to the University President/Chancellor upon request, or as established by campus policy. (See HR 2016-08).

12. DISPOSITION OF ASSETS

Attached hereto as **Attachment 3** is a copy of Auxiliary's Constitution or Articles of Incorporation (as applicable) which, in accordance with CCR tit.5, §42600, establishes that upon dissolution of Auxiliary, the net assets other than trust funds shall be distributed *to the CSU or to another affiliated entity subject to financial accounting and reporting standards issued by the Government Accounting Standards Board*. Auxiliary agrees to maintain this provision as part of its Constitution or Articles of Incorporation. In the event Auxiliary should change this provision to make other dispositions possible, this agreement shall terminate as of the date immediately preceding the date such change becomes effective.

13. USE OF CAMPUS FACILITIES

Auxiliary may use those facilities identified for its use in a lease agreement executed between Campus and Auxiliary. If this Operating Agreement terminates or expires and is not renewed within 30 days of the expiration, the lease automatically terminates, unless extended in writing by the parties.

Auxiliary and Campus may agree that Auxiliary may use specified Campus facilities and resources for research projects and for institutes, workshops, and conferences only when such use does not interfere with the instructional program of Campus and upon the written approval from appropriate Campus administrators with such specific delegated authority. Auxiliary shall reimburse Campus for costs of any such use.

14. CONTRACTS FOR CAMPUS SERVICES

Auxiliary may contract with Campus for services to be performed by state employees for the benefit of Auxiliary. Any agreement must be documented in a written memorandum of understanding between Auxiliary and Campus. The memorandum of understanding shall among other things, specify the following: (a) full reimbursement to Campus for services performed by a state employee in accord with CCR title.5, §42502(f); (b) Auxiliary must clearly identify the specific services to be provided by state employee, (c)

Auxiliary must specify any performance measures used by Auxiliary to measure or evaluate the level of service; (d) Auxiliary must explicitly acknowledge that Auxiliary does not retain the right to hire, supervise or otherwise determine how to fulfill the obligations of the Campus to provide the specified services to Auxiliary.

15. DISPOSITION OF NET EARNINGS

Auxiliary agrees to comply with CSU and Campus policy on expenditure of funds including, but not limited to, CSU guidelines for the disposition of revenues in excess of expenses and CSU policies on maintaining appropriate reserves. Cal. Educ. Code §89904; Executive Order 1059.

16. FINANCIAL CONTROLS

Recovery of allowable and allocable indirect costs and maintenance and payment of operating expenses must comply with ICSUAM §13680. CCR tit. 5, §42502(g) and (h).

17. ACCEPTANCE, ADMINISTRATION, AND USE OF GIFTS

Auxiliary agrees, if authorized to do so in Section 2 above, that it will accept and administer gifts, grants, contracts, scholarships, loan funds, fellowships, bequests, and devises in accordance with policies of CSU and Campus.

A. Authority to Accept Gifts

If authorized, Auxiliary may evaluate and accept gifts, bequests and personal property on behalf of CSU. In acting pursuant to this delegation, due diligence shall be performed to ensure that all gifts accepted will aid in carrying out the CSU mission as specified in Education Code §§89720 and 66010.4(b).

Auxiliary agrees, before accepting gifts of real estate or gifts with any restrictive terms or conditions that impose an obligation on CSU or the State of California to expend resources in addition to the gift, to obtain written approval from the appropriate campus authority. Auxiliary agrees that it will not accept a gift that has any restriction that is unlawful.

B. Reporting Standards

Gifts shall be recorded in compliance with the Council for Advancement and Support of Education and California State University reporting standards and shall be reported to the Chancellor's Office on an annual basis in accordance with Education Code §89720.

18. INDEMNIFICATION

Auxiliary agrees to indemnify, defend and save harmless the CSU, its officers, agents, employees and constituent campuses and the State of California, collectively "CSU indemnified parties" from any and all loss, damage, or liability that may be suffered or incurred by CSU indemnified parties, caused by, arising out of, or in any way connected with the operation of Auxiliary as an auxiliary organization.

19. INSURANCE

Auxiliary shall maintain insurance protecting the CSU and Campus as provided in this section. CSU's Systemwide Office of Risk Management shall establish minimum insurance requirements for auxiliaries, based on the insurance requirements in Technical Letter RM 2012-01 or its successor then in effect. Auxiliary agrees to maintain at least these minimum insurance requirements.

Auxiliary's participation in a coverage program of the California State University Risk Management Authority (CSURMA) shall fully comply with the insurance requirement for each type of required coverage (which may include but not be limited to, general liability, auto liability, directors and officers liability, fiduciary liability, professional liability, employer's liability, pollution liability, workers' compensation, fidelity, property and any other coverage necessary based on Auxiliary's operations). Auxiliary shall ensure that CSU and Campus are named as additional insured or loss payee as its interests may appear.

20. NOTICES

All notices required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed to all parties as provided below.

Notice to Auxiliary shall be addressed as follows:

Executive Director
Associated Students Inc. of California State University, East Bay
25800 Carlos Bee Blvd
Hayward, CA 94542

Notice to the CSU shall be addressed to:

Trustees of the California State University
401 Golden Shore
Long Beach, California 90802
Attention: Director, Contract Services & Procurement

Notice to the Campus shall be addressed as follows:

Office of the President
California State University, East Bay
25800 Carlos Bee Blvd
Hayward, CA 92408

21. AMENDMENT

This agreement may be amended only in writing signed by an authorized representative of all parties.

22. RECORDS

Auxiliary shall maintain adequate records and shall submit periodic reports as required by CSU showing the operation and financial status of Auxiliary. The records and reports shall cover all activities of Auxiliary whether pursuant to this agreement or otherwise.

23. TERMINATION

CSU may terminate this agreement upon Auxiliary's breach of or failure to comply with any term of this agreement by providing Auxiliary with a minimum of ninety (90) days advance written notice. Auxiliary may use the ninety-day advance notice period to cure the breach. If, in the judgment of CSU, the breach has been cured, the termination notice will be cancelled.

24. REMEDIES UPON TERMINATION

Termination by CSU of this agreement pursuant to Section 23, *Termination*, may result in Auxiliary's removal, suspension or probation as a CSU auxiliary in good standing, and loss of any right for Auxiliary to use the name, resources or facilities of CSU or any of its campuses.

Upon expiration of the term of this agreement, the parties shall have 30 days to enter into a new operating agreement which period may be extended by written mutual agreement.

25. SEVERABILITY

If any section or provision of this Agreement is held illegal, unenforceable or in conflict with any law by a court of competent jurisdiction, such section or provision shall be deemed severed and the validity of the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

Approved: ** date, 201__

California State University, East Bay

By Leroy M. Merishita
Leroy Merishita (Sep 1, 2020 16:20 PDT)
President

Executed on ** date, 201__

Associated Students Inc. of California State
University East Bay

By Daisy A Maxion
Daisy A Maxion (May 26, 2020 21:55 PDT)
Associated Students Inc. President

Executed on ** date, 201__

California State University
Office of the Chancellor
Contract Services and Procurement

By Brally Wells

EP
EP

MC
MC

SE
SE

ARTICLES OF INCORPORATION
OF
ASSOCIATED STUDENTS,
CALIFORNIA STATE UNIVERSITY, HAYWARD

1670070

FILED
In the office of the Secretary of State
of the State of California

AUG 2- 1990

ARTICLE I
Name

March Fong Eu
MARCH FONG EU, Secretary of State

The name of this Corporation is the:

ASSOCIATED STUDENTS,
CALIFORNIA STATE UNIVERSITY, HAYWARD

ARTICLE II
Purposes and Powers

A. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. This corporation shall never operate for the primary purpose of carrying on a trade or business for profit.

B. The specific purpose of this Corporation is to provide a means for responsible and effective participation in the governance of the campus; provide an official voice through which students' opinion may be expressed; foster awareness of this opinion in the campus, local, state, national, and international communities; assist in the protection of the rights and interests of the individual student and the student body; and stimulate the educational, social, physical and cultural well-being of the University community.

C. This Corporation shall have all benefits, privileges, rights and powers created, given, extended or conferred upon nonprofit corporations by the provisions of the California Nonprofit Public Benefit Corporation Law, all other applicable laws and any additions or amendments thereto.

ARTICLE III
Conformity with Regulations

This Corporation shall conduct its operations in conformity with regulations established by the Board of Trustees of The California State University as required by the Education Code, Section 89900(c) and it shall be operated as an integral part of the University as required by the California Code of Regulations Title 5, Section 42401.

ARTICLE IV
Exempt Status and Limitations on Activities

This Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986.

No substantial part of the activities of this Corporation shall consist of the carrying on of propoganda or otherwise attempting

to influence legislation, and this Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE V Directors

The manner in which Directors shall be chosen and removed from office, their qualifications, powers, duties, compensation, the manner of filling vacancies on the Board, and the manner of calling and holding meetings of Directors, shall be as stated in the Constitution or Bylaws.

ARTICLE VI Members

The qualifications of members of this Corporation, the different classes of membership, if any, the property, voting and other rights and privileges of members, shall be as stated in the Constitution or Bylaws.

ARTICLE VI Nondiscriminatory Practices

The Associated Students shall not restrict membership on the basis of race, religion, national origin, sex, sexual preferences, or physical disabilities. In addition, the Associated Students shall not affiliate with any organization that participates in such discriminatory practices, or knowingly do business with any establishment that participates in such discriminatory practices.

ARTICLE VIII
Self-Government Provision

In providing for self-government, the Associated Students shall develop and act in accordance with a Constitution, Bylaws, Codes, and other policies and procedures that are adopted by the Associated Students for its self-regulation.

ARTICLE IX
Dedication and Dissolution

This Corporation is not organized, nor shall it be operated, for pecuniary gain or profit, and does not contemplate the distribution of gains, profits or dividends to its members or to any private shareholder or individual. The property, assets, profits, and net income of this Corporation are irrevocably dedicated to the charitable purposes set forth in Article II, and no part of the profits or net income or assets of this Corporation shall ever inure to the benefit of any private shareholder or individual. Upon the dissolution of this Corporation, net assets, other than trust funds, shall be distributed to one or more nonprofit corporations organized and operated for the benefit of the California State University, Hayward, such corporation or corporations to be approved by the President of the University and the Board of Trustees of the California State University. Such nonprofit corporation or corporations must be qualified for Federal income tax exemption under Section 501(c)(3) of the United States Internal Revenue Code of 1986 and be organized and operated exclusively for educational purposes. In the alternative, upon dissolution of

the corporation, net assets other than trust funds shall be distributed to the California State University, Hayward.

ARTICLE X

Initial Agent for Service of Process

The name and address in the State of California of this Corporation's initial agent for service of process is:

John W. Francis
1901 East Lambert Road, Suite 100
La Habra, CA 90631

ARTICLE XI

Amendments

A. There shall be two methods of proposing an amendment to these Articles of Incorporation:

1. An affirmative vote of at least two-thirds (2/3) of the Student Council.
2. A petition bearing the signatures of at least eight (8) percent of the total regular membership of the Associated Students.

B. Amendments must then be approved by a majority of the total votes cast at any special or regular election.

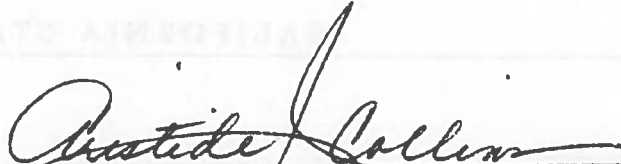
ARTICLE XII


Name of Unincorporated Association

The name of the existing unincorporated association, now being incorporated by the filing of these Articles of Incorporation, is:

**ASSOCIATED STUDENTS,
CALIFORNIA STATE UNIVERSITY, HAYWARD**

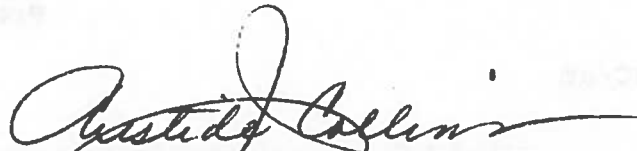
Dated May 7, 1990


Aristide J. Collins, Incorporator


Kenneth A. Fuller, Incorporator

ARISTIDE J. COLLINS and KENNETH A. FULLER declare under penalty of perjury under the laws of the State of California that they are the President and Secretary, respectively, of the ASSOCIATED STUDENTS, CALIFORNIA STATE UNIVERSITY, HAYWARD the unincorporated association referred to in the Articles of Incorporation to which this declaration is attached, and that said association has duly authorized its incorporation by means of said Articles of Incorporation.

Date May 7, 1990


Aristide J. Collins, President


Kenneth A. Fuller, Secretary



CALIFORNIA STATE UNIVERSITY, HAYWARD
HAYWARD, CALIFORNIA 94542-3001

OFFICE OF THE PRESIDENT
Telephone: (415) 881-3877

March 15, 1990

Office of the Secretary of State
1230 J Street, Suite 209
Sacramento, CA 95814

Re: Incorporation of the Associated Students of California State
University, Hayward

To Whom It May Concern:

I hereby authorize the Associated Students organization of
California State University, Hayward to incorporate using the
name of the university.

Sincerely,


Ellis E. McCune
President

EEMcC/am



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

P. O. BOX 651
SACRAMENTO, CA 95812-0651

August 2, 1990

In reply refer to
344:G :PTS

**ASSOCIATED STUDENTS, CALIFORNIA STATE
UNIVERSITY, HAYWARD
25800 CARLOS BEE BL.
HAYWARD CA 94542**

**Purpose : EDUCATIONAL
Code Section : 23701d
Form of Organization : Corporation
Accounting Period Ending: June 30
Organization Number :**

You are exempt from state franchise or income tax under the section of the Revenue and Taxation Code indicated above.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012 (a)(2).

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

August 2, 1990
ASSOCIATED STUDENTS, CALIFORNIA STATE
Page 2

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

A copy of this letter has been sent to the Office of the Secretary of State and to the Registry of Charitable Trusts.

P SHEK
EXEMPT ORGANIZATION
GENERAL AUDIT
Telephone (916) 369-4171

EO :
cc: JOHN W. FRANCIS

COPY

A0649392

FILED
the office of the Secretary of State
of the State of California

4

AUG 11 2006

1670070

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION**

The undersigned certify that:

1. They are the president and the secretary, respectively, of Associated Students
California State University, Hayward, a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as
follows:

*The name of the corporation is Associated Students, Inc., California State University,
East Bay.*

3. The foregoing amendment of Articles of Incorporation has been duly approved by the
board of directors.

4. The forgoing amendment of Articles of Incorporation has been duly approved by the
required vote of the members

We further declare under penalty of perjury under the laws of the State of California that
the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 8/8/06

Charles Johnson President
[Signature] Secretary

BOD 2014 – 4 ASI Conflict Of Interest Policy For Auxiliary Organizations Policy:

As a condition of receiving recognition as an official auxiliary organization at California State University, East Bay, the auxiliaries enter into operating agreements with the campus where they agree to maintain and operate the auxiliary in accordance with applicable regulations and policies of California State University, East Bay .

It is the policy of California State University, East Bay to require each of its auxiliary organizations to adopt a conflict of interest policy and procedure for members of their governing boards and for designated employees. Governing board members are required to complete an annual statement of compliance, and designated employees are those who hold positions requiring the filing of an annual statement of economic interests. It is the responsibility of members of a governing board and of designated employees to disclose any conflicts of interest to the appropriate executive officer or their supervisor.

Each auxiliary organization will adopt, pursuant to its own practices, the following policy and procedures related to conflict of interest.

Members of the Governing Board of the Auxiliary:

No member of the governing board of a CSUEB auxiliary organization shall be financially interested in any contract or other transaction entered into by the governing board that is not in accordance with the conflict of interest provisions set forth in Education Code Sections 89906-89909. The following contractual relations are specifically not allowed:

- A) Any contract, other than an employment contract, directly between the auxiliary and an auxiliary director;
- B) Any contract between the auxiliary and a partnership or unincorporated association in which an auxiliary director is a partner, or owner, or holder, directly or indirectly, of a proprietorship interest; and
- C) Any contract between the auxiliary and a for-profit corporation in which auxiliary director is the owner or holder, directly or indirectly, of five percent (5%) or more of the outstanding stock.

Any governing board member who has a conflict and cannot divest himself/herself of such interest as specified above in sections A, B, and C above, shall be asked to resign his/her governing board position.

To avoid other contracts or transactions entered into by the governing board of an auxiliary organization from being voided, a member of a governing board of an auxiliary organization must disclose any financial interest, which could be impacted by the action of the governing board. Under these circumstances the board member must recuse himself/herself from the action to approve such a transaction on the part of the governing board.

Designated Employees who are Required to File Statements of Economic Interest:

Each auxiliary organization, in consultation with the California State University, East Bay, Vice President for Administration and Finance or designee, shall annually identify designated employees.

Each auxiliary organization shall require disclosure of economic interests based on the judgment of the relative decision-making authority of each designated employee. Generally, employees holding designated positions in auxiliary organizations will be required to disclose economic interests in a similar manner to that required of similarly situated university employees covered by the provisions of the Political Reform Act. Disclosure should include personal economic interests which could be significantly affected through the exercise of official duties by the designated employee.

Specific disclosure categories will be assigned to designated employees in the auxiliary organizations, in consultation with the Vice President for Administration and Finance or designee.

Employees who violate the conflict of interest disclosure provisions contained herein shall be subject to discipline by their auxiliary organization up to and including dismissal.

PROCEDURES:

Each auxiliary organization shall specify a date, at least annually, by which members of its governing board will receive and sign a statement of compliance with the provisions set forth in Education Code Sections 89906-89909. A copy of Education Code Sections 89906-89909 will be provided with the statement. The statement will require the signature of respective board members signifying they have read and understood the provisions and are not now financially interested in any contract or other transaction entered into by the auxiliary.

Designated employees who are required to file an annual statement of economic interests will file these through the executive officer of the auxiliary organization. These statements will be available upon request to the governing board and/or executive officer of the auxiliary corporation as well as any other duly authorized individual such as a university auditor. The annual filing will be made each year on or before July 1.

DEFINITIONS:

Conflict of Interest: A conflict of interest exists in situations where there is a conflict between the private interests of a person and the official responsibilities of a person. Participating in or making decisions where a persons' economic interests, a) could reasonably be affected in a material way, or b) be affected differently than other persons with the same association with the auxiliary organization are conflicts which are prohibited.

3

Designated Employee:

An employee holding a position who may make or participate in making decisions which could cause a conflict of interest.

Statement of Compliance:

The annual statement received and signed by each member of an auxiliary governing board which signifies that they have read and understood the provisions set forth in Education Code Sections 89906-89909 and are not financially interested in any contract or other transaction entered into by the auxiliary.

Statement of Economic Interests:

The annual statement completed by designated employees in which they disclose economic interests. The statement contains disclosure categories which are assigned to designated employees based on judgments about the employees' decision-making authority. The disclosure categories specify the types of economic interests which must be disclosed.

REFERENCES:

California Education Code Sections 89906-89909.

Title 5 Sections 42401, 42402, 42442, and 42500 of the California Code of Regulations.

Approved by Board of Directors, Associated Students, Inc, CSUEB,. – May 28, 2014



Associated Students, Inc., California State University, East Bay, 25800 Carlos Bee Blvd. UU 314, Hayward, CA 94542 Customer Service: (510) 885-4843 Fax: (510) 885-7415 visit: www.asi.csueastbay.edu

**CONFLICT OF INTEREST
BOARD STATEMENT OF COMPLIANCE**

One of the requirements of the California Education Code is the monitoring of Conflict of Interest between the Associated Students, Inc., and its designated employees. This document should be read and signed annually by each designated employee annually by July 1 within two weeks of the start date.

Please review California Education Code Sections 89906 through 89909 below, sign the following statement and return it to the Associated Students Business Office.

I have read sections 89906 through 89909 of the California Education Code below and signify, by my signature, that I am not nor have I been in conflict in any contract or other transactions as a board member of the Associated Students, Inc., California State University, East Bay, and have not otherwise had a conflict of interest relating to my appointment.

Signature NetID _____ Date _____

Printed Name email _____ Phone # _____

CALIFORNIA EDUCATION CODE SECTIONS 89906 THROUGH 89909

89906. No member of the governing board of an auxiliary organization shall be financially interested in any contract or other transaction entered into by the board of which he is a member, and any contract or transaction entered into in violation of this section is void.

89907. No contract or other transaction entered into by the governing board of an auxiliary organization is void under the provisions of Section 89906, nor shall any member of such board be disqualified or deemed guilty of misconduct in office under said provisions, if the circumstances specified in the following subdivisions exist: (a) The fact of such financial interest is disclosed or known to the governing board and noted in the minutes, and the governing board thereafter authorizes, approves, or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such financially interested member or members, and (b) The contract or transaction is just and reasonable as to the auxiliary organization at the time it is authorized or approved.

89908. The provisions of Section 89907 shall not be applicable if the circumstances specified in any of the following subdivisions exist: (a) The contract or transaction is between an auxiliary organization and a member of the governing board of that auxiliary organization.

(b) The contract or transaction is between an auxiliary organization and a partnership or unincorporated association of which any member of the governing board of that auxiliary organization is a partner or in which he is the owner or holder, directly or indirectly, of a proprietorship interest. (c) The contract or transaction is between an auxiliary organization and a corporation in which any member of the governing board of that auxiliary organization is the owner or holder, directly or indirectly, of 5 percent or more of the outstanding common stock. (d) A member of the governing board of an auxiliary organization is interested in a contract or transaction within the meaning of Section 89906, and without first disclosing such interest to the governing board at a public meeting of the board, influences or attempts to influence another member or members of the board to enter into the contract or transaction.

89909. It is unlawful for any person to utilize any information, not a matter of public record, which is received by him by reason of his membership on the governing board of an auxiliary organization, for personal pecuniary gain, regardless of whether he is or is not a member of the governing board at the time such gain is realized.



Associated Students, Inc., California State University, East Bay, 25800 Carlos Bee Blvd. UU 314, Hayward, CA 94542 Customer Service: (510) 885-4843 Fax: (510) 885-7415 visit: www.asi.csueastbay.edu

CONFLICT OF INTEREST
STAFF STATEMENT OF ECONOMIC INTEREST

One of the requirements of the California Education Code is the monitoring of Conflict of Interest between the Associated Students, Inc., and its governing board. This document should be read and signed annually by each board member when they take the oath of office and no later than September 30th. If appointed later than September 30th, this document must be signed within two weeks of the appointment.

Please review California Education Code Sections 89906 through 89909 below, sign the following statement and return it to the Associated Students Business Office.

I have read the definition of Conflict of Interest below and signify, by my signature, that I am not nor have I been in conflict in any contract or other transactions as an employee of the Associated Students, Inc., California State University, East Bay, and have not otherwise had a conflict of interest relating to my employment. I further agree to disclose any personal economic interests which could be affected through the exercise of my official duties.

Signature NetID Date

Printed Name email Phone #

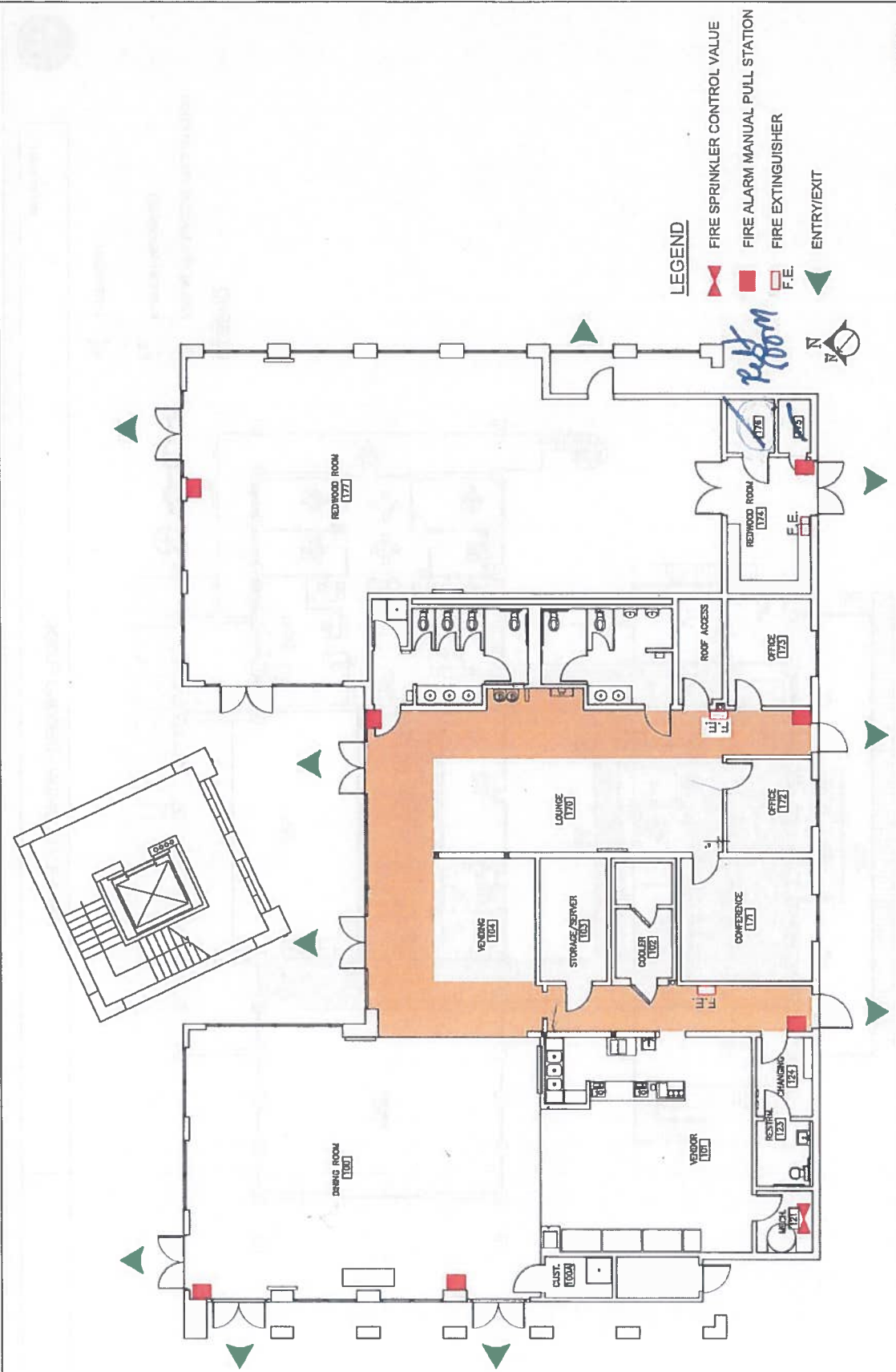
Conflict of Interest: A conflict of interest exists in situations where there is a conflict between the private interests of a person and the official responsibilities of a person. Participating in or making decisions where a persons' economic interests, a) could reasonably be affected in a material way, or b) be affected differently than other persons with the same association with the auxiliary organization are conflicts which are prohibited.

Common Reportable Interests

- Schedule A-1 Stocks, including those held in an IRA or a 401K
Schedule A-2 Business entities (including certain independent contracting), sole proprietorships, partnerships, LLCs, corporations, and trusts
Schedule B Rental property in the jurisdiction
Schedule C Non-governmental salaries of public official and spouse/registered domestic partner
Schedule D Gifts from businesses (such as tickets to sporting or entertainment events)
Schedule E Travel payments from third parties (not your employer)

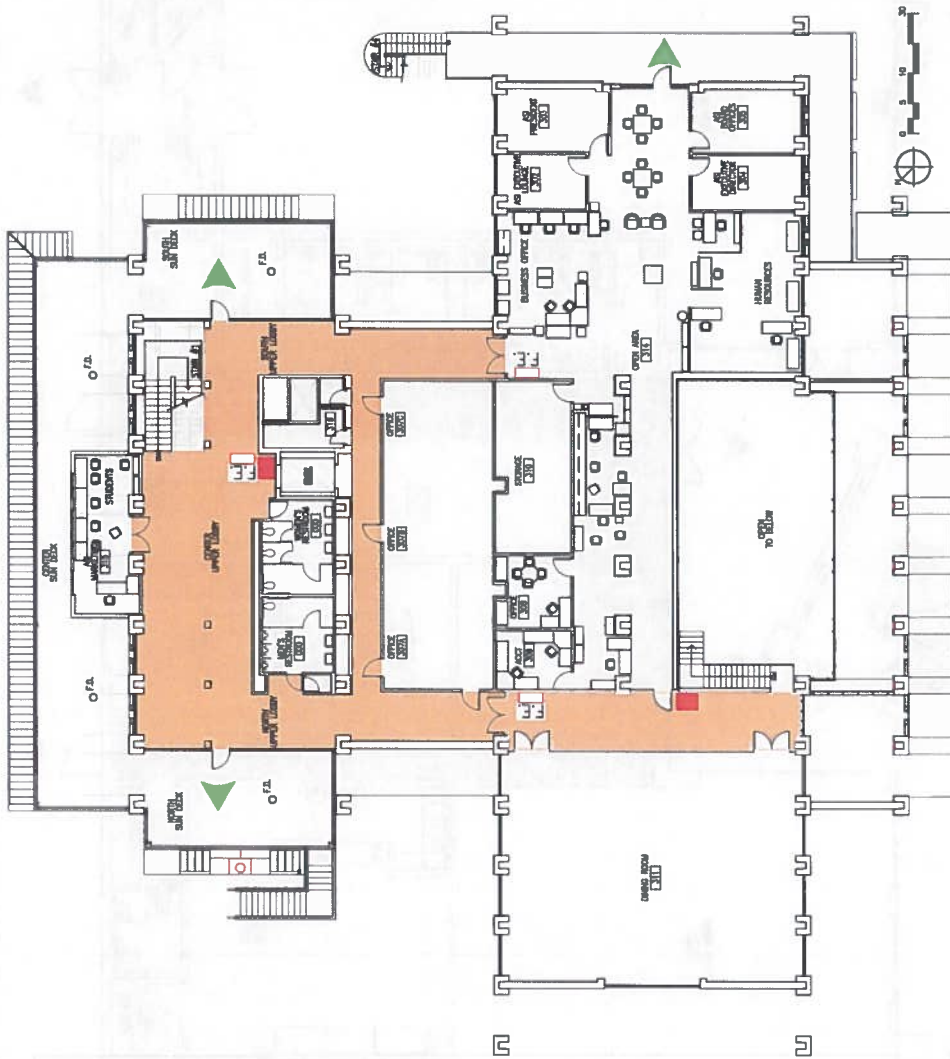
Common Non-Reportable Interests

- Schedule A-1 Insurance policies, government bonds, diversified mutual funds, certain funds similar to diversified mutual funds (such as exchange traded funds) and investments held in certain retirement accounts. See Reference Pamphlet, page 12, for detailed information. (Regulation 18237)
Schedule A-2 Savings and checking accounts and annuities
Schedule B A residence used exclusively as a personal residence (such as a home or vacation cabin)
Schedule C Governmental salary (such as a school district)
Schedule D Gifts from family members
Schedule E Travel paid by your government agency



- LEGEND**
- FIRE ALARM MANUAL PULL STATION
 - FIRE EXTINGUISHER
 - ENTRY/EXIT
 - FIRE SPRINKLER CONTROL VALVE

CCC- STUDENT UNION/BOOKSTORE - FLOOR 1
NOT TO SCALE



LEGEND

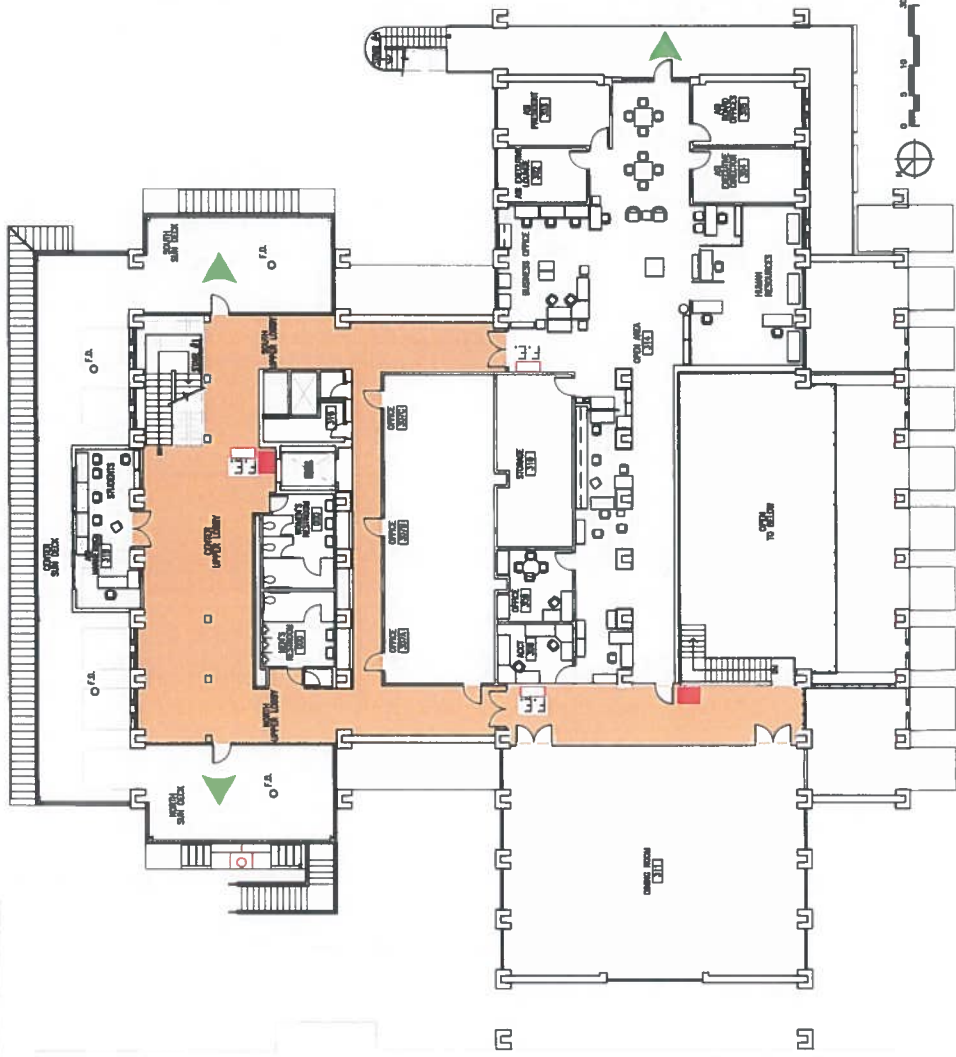
 FIRE ALARM MANUAL PULL STATION

 FIRE EXTINGUISHER

 ENTRY/EXIT

UNIVERSITY UNION - SECOND FLOOR

NOT TO SCALE



LEGEND

■ FIRE ALARM MANUAL PULL STATION

□ F.E. FIRE EXTINGUISHER

▶ ENTRY/EXIT

UNIVERSITY UNION - SECOND FLOOR

NOT TO SCALE

Signature: 
Erik Piniac, 417.261.3137 (P) 111

Email: erik.piniac@csueastbay.edu

Signature: *Martin Castillo*

Email: martin.castillo@csueastbay.edu

Signature: *Suzanne Espinoza*
Suzanne Espinoza, 417.261.3137 (P) 111

Email: suzanne.espinoza@csueastbay.edu

